

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BROWN REYNOLDS WATFORD ARCHITECTS, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Brown Reynolds Watford Architects, Inc., a Texas corporation, (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on June 23, 2026 and terminate on June 22, 2032.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one million five hundred and ninety-eight thousand and two hundred twenty dollars (\$1,598,220), 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 Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at MNguyen4@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Brown Reynolds Watford Architects, Inc.
c/o F. Christopher Ford, AIA
1620 Montgomery Street, Suite 320
and by e-mail at cford@brwarch.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

Due to the nature of the Services to be performed, Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the Agreement in accordance with California Government Code section 87200, et seq.

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City’s name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 9

The Parties acknowledge and accept the terms and conditions of this Agreement 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: _____

GLEN R. GOOGINS
City Attorney

JOVAN GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

BROWN REYNOLDS WATFORD ARCHITECTS, INC.
a Texas Corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

“CONTRACTOR”

EXHIBIT A SCOPE OF SERVICES

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

I. BACKGROUND

The City is undertaking the replacement of Fire Station 5, originally constructed in 1958 and expanded in 1970, to address significant deficiencies in operational capacity, seismic performance, accessibility, and modern fire service requirements. The existing 3,000-square-foot facility no longer supports current apparatus sizes, staffing needs, ADA standards, and essential support spaces. A facility assessment performed in 2017 determined that full replacement of the station is the most cost-effective and functional long-term solution (Attachment H). The City intends to follow the recommendation of this study to demolish the existing structure and construct a new, modern fire station on the existing site to meet current and future operational needs.

This project is funded through Measure I, a voter-approved general obligation bond measure approved by Santa Clara voters in November 2024. Measure I provides funding for the repair, replacement, and modernization of critical City infrastructure and public safety facilities, including fire stations. Bond proceeds allocated under Measure I will be used to support the demolition of the existing facility and construction of a new fire station on the current site. The project is subject to all applicable Measure I requirements, including use-of-funds restrictions and oversight provisions.

II. PROJECT DESCRIPTION AND REQUIRED SERVICES

This Scope of Services is anticipated as necessary to meet City's objectives. The Proposer is encouraged to incorporate their own expertise into their proposed Scope of Services to be submitted as part of their proposal and propose additions, deletions, or modifications to this Scope of Services that the Proposer deems necessary or advisable to meet City's objectives. Consultant will be expected to provide complete, professional, high-quality services and products; to provide consultation and work with the city staff and others involved in the project; and to provide the expertise, guidance, and assistance in accomplishing the work. All work shall be done in accordance with the City Standard Plans and Specifications, ADA Design Guidelines and Regulations, latest building and fire codes, city reach codes, and other applicable codes and standards recommended by the Consultant.

Consultant work includes, but are not limited to:

- Review the Attachment H – 2017 Fire Station 5 facility assessment provided to the city to understand the proposed site layout and original recommendations. Footprints and layouts are conceptual and can be

modified or adjusted to meet other requirements included in this RFP and Scope of Services.

- Review Attachment I for additional fire department design requests to provide engineering input and include in schematic design.
- Evaluate and survey existing site and constraints, including access, site frontage, trees, utility connections, topography, easements, hazardous materials, stormwater conditions, and adjacency to surrounding land uses, and recommend an efficient site and building configuration that enhances operational flow, emergency response times, and long-term functionality.
- Conduct a detailed review of existing utilities and coordinate with the City, Silicon Valley Power, and other utility providers to confirm capacities, connection points, and any relocation or upgrade requirements. Utilities for review include, but are not limited to the following: electrical, sanitary sewer, fiber, storm drain, water, recycled water, etc.
- Review the proposed layout concept and Fire Department requests and provide feedback that may improve emergency apparatus circulation, staff and public parking, and safe ingress and egress if possible.
- Prepare architectural designs for a complete replacement fire station, including apparatus bays, administrative and training spaces, kitchens, restrooms, dormitory and support areas, fitness spaces, and exterior operational areas.
- Provide full engineering design services including, but not limited to, surveying, geotechnical, structural, civil, mechanical, electrical, low voltage, plumbing, fire protection, stormwater, lighting, security, waterproofing, and communication systems. Engineering design will include site, as well as site frontage work.
- Provide a stormwater treatment design detailing how proposed GSI facilities are sized based on the requirements of C.3 of the MRP.
- Provide soils report for site.
- Provide off haul soil characterization testing and sampling.
- Provide Phase II environmental assessment for the site.
- Coordinate with Fire Department for compatible fire sprinkler and alarms with existing systems.
- Implement any traffic signal preemption needed with new driveway layout.

- Identify, test, evaluate, and manage hazardous materials on-site, including asbestos, lead-based paint, petroleum products, and other regulated substances. Develop an abatement and/or mitigation plans in compliance with all federal, state, and local regulations.
- Develop sustainability strategies consistent with LEED Silver–equivalent performance, CALGreen requirements, City’s Climate Action Plan, city reach code requirements, energy-efficient building systems, and photovoltaic integration opportunities. Consultant must design this building to meet LEED Silver requirements and will be responsible for preparing and submitting all documents necessary to the USGBC to obtain the LEED Silver Certification.
- Prepare cost estimates for each design submittal.
- Support the City through all required permitting processes, including coordination with Building Official, Fire Department, regulatory agencies, utility companies, environmental authorities, and other applicable jurisdictions.
- Provide procurement support services, including response to RFI, preparing addenda, evaluation of bids received, and providing a written recommendation for the award of contract, when requested.
- Provide construction-phase support services, including review of submittals, responses to RFIs, providing technical clarifications, site observations, participation in construction meetings, punch list preparation, and project closeout support.
- Consultant shall provide all necessary subconsultants and services to support the project, which includes Mechanical, Electrical, Plumbing, Architectural, Civil, Geotechnical, Environmental testing, Arborist, etc.
- Specifications and plans shall comply with State Construction Stormwater General Permits.

III. RESPONSIBILITIES OF CITY

City will provide the following information and support regarding the project as-available and applicable:

- Fire Station 5 Study report prepared in 2017 by INDIGO | Hammond + Playle Architects, LLP (Attachment H)
- Fire Department’s List of Request for Fire Station 5 Design (Attachment I)
- Record drawings (as-available),
- City’s Standard Details, Specifications, Benchmark, and Design Criteria.

- Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles
- Soils Inspection Report (from 2017 study)
- Hazardous Materials Inspection Report from (2017 Study)
- Payment of permit application fees with other internal departments, if required.
- 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.

IV. SERVICES

PROJECT MANAGEMENT

Consultant shall:

- A. 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.
- B. Submit plan of work to the City for review and approval prior to proceeding any field work that involves subsurface excavation and/or coring.
- C. 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. Kick-off Meeting
 2. Schematic Design Review Meeting
 3. 65% Design Review Meeting
 4. 95% Design Review Meeting
 5. Various plan check and construction meetings
 6. Punch list/Project Acceptance Meeting
- D. 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.
- E. 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 submitted monthly with the invoice, and updated and submitted each time progress and milestones are achieved and/or changed.

- F. 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.
- G. Provide monthly progress reports.
- H. 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. Project stakeholders may consist of staff from various City Departments/Divisions and agencies.
- I. Provide Plan Review Log to project stakeholders during plan review process. Provide a plan review Response Matrix summarizing comments received from project stakeholders. 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.
- J. 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.
- K. 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.

- L. 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. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file).
3. Monthly progress reports and invoices (in pdf file).
4. Plan review Response Matrix

Task 1: Preliminary Engineering/Evaluation

- 1.1 Attend Project Kick-Off Meeting and provide meeting minutes for the City to review and approve.
- 1.2 Perform site walk and all necessary assessment and investigations to determine the existing conditions and propose recommendations to City for the improvements. Identify preliminary permitting requirements, including environmental, building, utility, stormwater, and regulatory agency approvals. Summarize anticipated submittals and schedule impacts.
- 1.3 Review all necessary as-builts to understanding existing condition to prevent utility conflicts and changes during construction.
- 1.4 Review Fire Station 5 Study report prepared in 2017 by INDIGO | Hammond + Playle Architects, LLP
- 1.5 Review Attachment I with Fire Department to implement additional requests into preliminary design.
- 1.6 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, mechanical and electrical design.
- 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 design plans. Determine existing drainage paths including high and

low elevation points from topographic survey.

- 1.8** Perform geotechnical investigation and all necessary services related to the site's soil condition to support the design and construction of the building foundations and to meet all applicable code requirements.
- 1.9** 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.

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 format:

1. Kick-Off Meeting agenda, materials, and meeting minutes (PDF)
2. Project schedule (PDF and MS Project formats)
3. Preliminary permitting requirements summary (PDF)
4. NOI utility coordination package (NOI, exhibits, utility record log, utility responses)
5. Field notes and photographs

Task 2: Schematic Design/Value Engineering

- 2.1** Prepare schematic-level plans and alternatives and supporting documents sufficient to illustrate the design intent, major features, approximate dimensions, and proposed layout. Disciplines shall include, as applicable, architectural, civil, electrical, mechanical, landscape, and other specialty areas required for the Project.
- 2.2** Present at least two (2) or more layouts, as well as a cost-benefit analysis with each option to City for review and comment. At a minimum one layout must show a two-bay apparatus option and one must show a three-bay apparatus option.
- 2.3** After modifying the layout options in response to City comments, conduct at least one community meeting and present these design options to the community for input. Consultant to prepare all necessary documents, presentation materials, and renderings to support the outreach.
- 2.4** Perform a preliminary code analysis, including applicable building, fire, accessibility, zoning, and energy codes, and identify any conditions or

requirements affecting the schematic design.

- 2.5 Verify site constraints and operational requirements, including access routes, emergency vehicle circulation, turning radii, apparatus bay configuration, and parking. Coordinate with Fire Department staff to confirm design supports operational workflows.
- 2.6 Evaluate existing and proposed utility service points and capacity. Coordinate with utility providers as necessary to confirm feasibility and identify any required upgrades or relocations.
- 2.7 Provide preliminary cost estimates for each schematic design alternative.
- 2.8 Attend a Schematic Design Review Meeting with City staff to present design analysis, cost implications, and recommendations. Prepare meeting agenda, presentation materials, and meeting minutes.
- 2.9 Incorporate City comments from the Schematic Design Review Meeting and prepare a final schematic design package.
- 2.10 Update project schedule to reflect completion of the schematic design phase and any modifications to subsequent phases based on City direction.

Task 2 Deliverables – Electronic Format:

1. Schematic plans and alternatives and cost estimate (PDF).
2. Meeting agenda, presentation materials, and meeting minutes for Schematic Design Review Meeting (PDF).
3. Meeting agenda, presentation materials, and meeting minutes for the Schematic Design Review Meeting (PDF).
4. Updated project schedule showing design milestones and critical path (PDF and native MS Project format).
5. Phase II Environmental Assessment (PDF)
6. Final Schematic Design Package incorporating City comments (PDF and native file formats).

Task 3: 65% 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.

- 3.1 Prepare 65% Construction Documents based on the approved Schematic Design. Drawings and specifications shall include architectural, civil, structural, mechanical, electrical, plumbing, fire protection, low-voltage, landscape, site

improvements, and any specialty systems required for the Project. Package to include, but are not limited to:

1. Architectural Plans & Details
 - a. Site Plan.
 - b. Building Floor Plan(s).
 - c. Building Sections.
 - d. Building Elevations.
 - e. Reflected Ceiling Plan(s).
 - f. Key Interior Elevations showing finish materials.
 - g. Large Scale Plans.
 - h. Typical Wall Section(s) (interior & exterior)
 - i. Key special equipment specs/cut sheets.
 - j. Shelving and fixed units (cabinet & Millwork) locations.
 - k. Furniture Plan
 - l. Signage Plan
 - m. Food service layout, if any.
 - n. Outline Finish Color & Materials Schedule – Min. of two (2) options for both exterior and interior.
 - o. Size and location of major floor, roof & wall openings.
 - p. Identify full height partition/fire walls/smoke drafts.
 - q. Establish system information for envelope T-24 energy calculations.
 - r. Outline technical specifications manual (or first draft of Standard Specifications).
2. Structural Plans & Details
 - a. Foundation outline.
 - b. Floor Framing Plan(s)/Structural grid.
 - c. Roof Framing Plan (Typical Bay Sized).
 - d. All loads defined.
 - e. Preliminary structural member sizes based on all typical vertical loads and vibration criteria.
 - f. Typical framing sections.
 - g. Lateral defined and major elements located.
 - h. Outline technical specifications manual (or first draft of Standard Specifications).
 - i. Written statement of proposed design,
3. Mechanical Plans & Details
 - a. Major equipment size, weights & locations including inertia pads. Loads and emergency requirements to Architectural, Structural and Electrical.
 - b. Major penetrations/plenums/ducts.
 - c. Special equipment layout.
 - d. Plenum space requirements determined and finalized.
 - e. Pre-ordered equipment identified - preliminary specifications.
 - f. Preliminary utility requirements to plumbing - gas, water, drainage.
 - g. Initial schedule of all equipment.
 - h. Outline technical specifications manual (or first draft of Standard Specifications).

4. Plumbing Plans & Details
 - a. Major services sizes, weights, and locations. Loads and emergency requirements to Electrical.
 - b. Plumbing Plans showing major services and toilet room layouts.
 - c. Preliminary RWL and Overflow Layout.
 - d. Preliminary site utilities layout, if applicable. Locate meters and sewer main connection. Coordinated with Civil.
 - e. Preliminary fixture list.
 - f. Major pipe weights to structural.
 - g. Pre-ordered equipment identified - preliminary specifications
 - h. Outline technical specifications manual (or first draft of Standard Specifications).
5. Electrical Plans & Details
 - a. Preliminary equipment room layouts and locations.
 - b. Major load calculations.
 - c. Preliminary site design/utility coordination, essentially complete. Coordinated with Civil.
 - d. Typical lighting layout showing all ceiling fixture types and ceiling mounted equipment/devices (typical bays with circuiting and switches and receptacle and telephone).
 - e. Branch circuit pane board, etc. layouts.
 - f. Define emergency power system.
 - g. Pre-Ordered Equipment identified - preliminary specifications.
 - h. Outline technical specifications manual (or first draft Standard Specifications).
6. Low Voltage Plans & Details
 - a. Fire Alarm System.
 - b. Fire Alerting System.
 - c. Audio/Visual System.
 - d. Security System (Door Alarm, Card access, CCTV).
 - e. Equipment Monitoring and/or Alarm System.
 - f. Cable TV.
 - g. Sound Masking/Acoustical Control.
 - h. Telephone and Data Communications.
 - i. Outline technical specifications manual (or first draft Standard Specifications).
7. Lighting Plans & Details
8. Solar System Plans & Details
9. Fire Protection Plans & Details
 - a. Preliminary AFS layout - typical bay (unless design-build specification).
 - b. AFS riser(s) located.
 - c. Major pipe weights to structural.
 - d. Coordinate backflow preventer location w/ Civil.
 - e. Outline technical specifications manual (or first draft of Standard Specifications).
10. Furniture, Fixture and Equipment (FF&E) Design Plan & Details

11. Civil Plans & Details
 - a. Existing Conditions Sheet
 - b. Demolition and Tree Protection Plan
 - c. Layout Plan
 - d. Street and Sidewalk Improvement Plan
 - e. Grading & Drainage Plan & Details
 - f. Utility Plans
 - g. Stormwater Protection Plan & Calculations
 - h. Erosion Control Plan
 - i. Construction Details
12. Landscape Plans & Details
 - a. Planting Plan
 - b. Irrigation Plan
13. Storm Water Pollution Prevention Plan
14. Hydromodification Management Plan (HMP) (if applicable)
15. LEED and Green Building Checklist
16. Title 24 Energy Report

- 3.2 65% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information 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.
- 3.3 Confirm that all apparatus bay requirements, emergency vehicle circulation, operational adjacencies, and accessibility needs are fully incorporated.
- 3.4 Provide C.3 calculations and method used to determine bioretention sizing.
- 3.5 Provide technical specifications.
- 3.6 Conduct at least five (5) meetings to present the Design and the reviews of equipment, materials, FF&E and cost estimates with City staff from the Public Works and Fire Departments. At least two (2) of these meetings should focus on the architectural and finishings of the design and be held with City's staff and departments. Within 5 Business Days of each meeting, the Consultant will submit written post-meeting summary electronically to City staff who attended the meetings. Consultant shall conduct as many other meetings as necessary with other departments and agencies and utility companies to acquire approval for the design packages.
- 3.7 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.
- 3.8 Provide a 65% cost estimate based on the updated plans and specifications.

- 3.9** Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).
- 3.10** 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.
- 3.11** 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.
- 3.12** At the request of the City, the Consultant may be required to prepare all necessary documents, presentation materials, and renderings and attend a council meeting to present to City Council the design alternatives, finishings and the preferred design. This council meeting may occur during Task 3 or during other tasks as the need comes up.

Task 3 Deliverables – Electronic Format:

1. 65% Plans – One (1) PDF and one (1) AutoCAD file.
2. 65% Specifications – One (1) PDF and one (1) Microsoft Word file.
3. 65% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
4. Soils Report – One (1) PDF
5. Project schedule – One (1) PDF and one (1) Microsoft Project file.
6. Quality control checklist for 65% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
7. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
8. 65% Response Matrix for comments.

Task 4: 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:

- 4.1** Prepare 95% construction documents and supporting information for the City's review and approval.
- 4.2** Provide technical specifications.
- 4.3** Provide commissioning, testing and start up procedures.

- 4.4 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.
- 4.5 Prepare an updated engineering cost estimate.
- 4.6 Prepare an updated project schedule.
- 4.7 Conduct up to five (5) meetings to present the Design and additional meetings as needed to address City comments on 95% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 4.8 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.
- 4.9 Address all comments in 65% plan review Response Matrix.
- 4.10 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).
- 4.11 Provide required information to the City's Project Specific Specification Book (Divisions 0, 1, and 2). Required information from Consultant for City's frontend specifications shall include, but not be limited to, the followings:
 - a. Description of work – summary only
 - b. Type of Contractor's License required
 - c. Construction duration for substantial completion and final completion
 - d. Bid schedule without engineer's estimate in excel spreadsheet
 - e. Bid schedule with engineer's estimate in excel spreadsheet
 - f. Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for similar work and contract values)
 - g. Identification of any changes to the City's standard specifications that are required

Task 4 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.

8. Required information to the City's Project Specific Specification Book

Task 5: 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:

- 5.1** Prepare 100% construction documents and supporting information for the City's review and approval.
- 5.2** Provide updated specifications, including the commissioning, testing and start up procedures. Specifications shall be stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
- 5.3** Prepare an updated engineering cost estimate.
- 5.4** Prepare an updated project schedule.
- 5.5** 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.
- 5.6** 100% PS&E shall be peer reviewed and a Certification of Peer Review shall be submitted with the 100% Submittal.

A statement to indicate Peer Review has been performed and name, signature, and title 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."

- 5.7** Prepare and submit the City's Special Inspection Form during building review for the Project, if applicable.
- 5.8** Meet with City staff 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.

- 5.9** 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.
- 5.10** Provide written response matrix to City's comments on 95% PS&E with all comments being addressed.
- 5.11** Provide list of potential bidders including company name, email address, contact number, and address of business.
- 5.12** The City shall review the 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and Project bid and construction schedule) to ensure that all comments and issues have been rectified.

Task 5 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. Certification of Peer Review – One (1) PDF.
- 5. 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
- 6. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
- 7. Special Inspection Form – One (1) PDF.
- 8. Quality control checklist for 100% design submittal.
- 9. Written fully addressed Response Matrix – One (1) PDF and one (1) Microsoft Word or Excel file

Task 6: Bid Documents

The Bid Documents shall incorporate all comments from the City including comments from Public Works, Sewer and Water, SVP, and any other stakeholders that are involved in the Project. 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:

- 6.1** Incorporate City review comments of 100% PS&E into Bid Documents.
- 6.2** Prepare Bid Documents (P&S).
 - a. 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.
 - b. Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
 - c. Final Engineer's Estimate

- 6.3** 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 6 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. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
6. Special Inspection Form

Task 7: Bid and Award Phase Assistance

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:

- 7.1** Attend and conduct one Pre-Bid Conference/Site Visit.
- 7.2** Assist the City with responses to bidder's inquiries through the City's Project Manager.
- 7.3** Assist the City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.
- 7.4** Assist the City in evaluating bids (if required by the City).
- 7.5** Within fourteen (14) days from the bid opening date, prepare and submit a conformed set of contract documents (Plans and Specifications) incorporating all addenda (if needed).

Task 6 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. Conform 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 8: Construction Phase Assistance

Consultant's responsibility to provide basic services for the construction phase under this Agreement 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.

- 8.1** 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.
- 8.2** Consultant shall attend the Pre-construction meeting.
- 8.3** Consultant shall attend monthly job progress Owner/Architect/Contractor virtual or in-person meetings, for the duration of the construction contract assumed to last approximately sixteen months for a total of sixteen (16) virtual meetings.
- 8.4** Consultant shall make construction observation visits throughout the construction phase. Consultant shall issue an observation report after each visit. Assume eight (8) visits. 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.
- 8.5** 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. The consultant shall not restrict the number of submittals and RFIs for review regardless of the number of submittal revisions.
- 8.6** 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.

- 8.7** Consultant shall coordinate with City for any necessary plan or detail resubmittals to the building and fire departments should the design change in the RFI or RFS process.
- 8.8** 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 CO's.

Task 8 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 9: Post-Construction Phase

- 9.1** 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.
- 9.2** 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.
- 9.3** 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.
- 9.4** Consultant shall review and monitor the Contractor's commissioning and start-up activities, assist in coordinating required tests, and verify that all procedures have been properly completed. Consultant shall provide the City with written confirmation and recommendations regarding acceptance of commissioning and start-up documentation.
- 9.5** 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.

- 9.6** Consultant shall at completion of the Project provide City with one set of reproducible Record Drawings (RDs) on good quality bond paper that reflect the changes to the work during construction based upon marked up prints, drawings and other data furnished by the Contractor and City. Consultant shall use the original Title sheet for the RDs set. If Consultant adds additional sheets to the Plans, these shall be properly numbered, properly referenced on other affected drawings and included in the drawing index. Consultant may, at its own expense, prepare and retain a copy of each drawing for its permanent file.
- 9.7** 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 9 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 on an USB flash drive.

EXHIBIT B
SCHEDULE OF FEES

SECTION 1. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$1,366,000, plus any authorized Reimbursable Expenses, which shall not exceed \$27,320. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$204,900. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$1,598,220, subject to budget appropriations.

SECTION 2. BASIC SERVICES

Compensation shall be in proportion to services rendered and shall be billed monthly as percentages of completion for each phase listed below. Fees shall be lump sum and not-to-exceed per task as listed below. City may re-allocate remaining budget from any finished tasks to any un-finish tasks as need to complete works within the Basic Services.

Tasks denoted as Optional Tasks, as stated in Exhibit A, require pre-approval in writing by CITY prior to performing any services under the task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the work to be performed. Fees for Optional Tasks shall be considered as Basic Services.

Description		Amount
Task 1	Preliminary Engineering/Evaluation	\$81,200
Task 2	Schematic Design/Value Engineering	\$218,200
Task 3	65% Construction Documents	\$354,200
Task 4	95% Construction Document	\$314,200
Task 5	100% Construction Documents	\$138,200
Task 6	Bid Documents	\$28,000
Task 7	Bid and Award Phase Assistance	\$18,000
Task 8	Construction Phase Assistance	\$199,000
Task 9	Post-Construction Phase	\$15,000
Total		\$1,366,000

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed One Million Three Hundred Sixty-Six Thousand dollars (\$1,366,000), subject to budget appropriations.

SECTION 3. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed \$27,320 without prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the Consultant's full compensation for all Reimbursable Expenses required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. Reimbursable expenses shall be billed at cost without any markup. Receipts and invoices detailing the Reimbursable Expenses shall be included with each billing where a Reimbursable Expense is invoiced.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. The following is a sample of items that are included as part of the Basic Services and are not considered Reimbursable Expenses:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Travel Expenses (local and long distance), including meals and gas
- Faxes
- Local and Long Distance Telephone Expenses (land lines and cellular phones)
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

Reimbursable Cost may include:

- Outside Duplicating Cost for Plans and Reports as specified in Section III, Scope of Work, of Exhibit A
- Presentation Materials
- Delivery Services, when requested by City.
- Courier Services when requested by City.

City may re-allocate remaining budget from reimbursable expenses to additional services. All reimbursable costs, other than those listed above, shall be approved in advance by City.

SECTION 4. 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 price. Monthly billing for Additional Services shall be consistent with the terms 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 \$204,900 without approval by the City.

SECTION 5. RATE SCHEDULE

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. 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.

Consultant BRW ARCHITECTS :

Classification	Hourly Rate
Principal	\$ 227
Project Manager /Landscape Architect	\$ 195
Project Coordinator	\$ 162
Project Designer	\$ 130
Drafter / BIM Modeling	\$ 110

Sub-consultant CIVIL, STRUCTURAL, AND MECHANICAL ENGINEERS :

Classification	Hourly Rate
Principal Engineer	\$ 227
Project Engineer	\$ 195
Engineer I	\$162
Engineer II / Designer	\$130
Drafter / BIM Modeling	\$110

Sub-consultant LANDSCAPE ARCHITECTS :

Classification	Hourly Rate
Principal Landscape Architect	\$ 227
Project Manager /Landscape Architect	\$ 195
Project Designer	\$130
Drafter / BIM Modeling	\$110

Allowable sub-consultant markup: 10%

SECTION 6. PAYMENT PROVISIONS

6.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

- 6.1.1** Invoice Number, Purchase Order Number, and Invoice Period.
- 6.1.2** Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.
- 6.1.3** Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

6.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

- 6.2.1** Invoices must include the following information:
 - 1.2.1.1** Invoice Number, Purchase Order Number, and Invoice Period.
 - 1.2.1.2** Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.
- 6.2.2** Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.
- 6.2.3** With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.
- 6.3** Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.
- 6.4** When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).
- 6.5** Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

- 6.6** The City shall not pay for time associated with administrative or billing-related tasks, including but not limited to preparing responses to Work Requests, addressing billing issues, or communicating with auditors.
- 6.7** If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment.
- 6.8** Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

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 two million dollars (\$2,000,000) 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

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

Prevailing Wage Requirements

Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq.*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.

All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

Enforcement

City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply

with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.