

## **RESPONSE TO COUNCIL QUESTIONS RE: 5/26/20 CITY COUNCIL AGENDA**

### **Agenda Item #2.M (20-526)**

**Action to Authorize the City Manager to Execute Amendment No. 6 With LPA, Inc. in the Amount of \$50,000 for Construction Support Services, Delegation of Authority for Record Drawing Documentation in the Amount of \$45,000, and Related Budget Amendment in the Total Amount of \$95,000 for the Reed & Grant Streets Sports Park**

Council Question: Please get me copy of original contract along with all amendments.

Staff Response: Please see the attached contract and amendments.

### **Agenda Item #2.N (20-536)**

**Adoption of a New Resolution of Intention With a Revised Public Hearing Date of June 9, 2020 for Parking Maintenance District No. 122 - Franklin Square**

Council Question: Do we have any similar arrangements in the city ? Does city own any part of the maintenance district ?

Staff Response: Yes, besides the Franklin Square Parking Maintenance District No. 122, there is the Convention Center Maintenance District No. 183. The City of Santa Clara owns property at Franklin Square which in general consists of common areas and parking lots.

COPY

EBIX Insurance No. S200003051

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.**

**PREAMBLE**

This agreement for the performance of services ("Agreement") is made and entered into on this 10<sup>th</sup> day of February, 2015, ("Effective Date") by and between LPA, Inc., a California corporation, with its principal place of business located at 60 South Market Street, Suite 150, San Jose, CA 95113 ("Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Consultant 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 design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and,
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers, and licensed professional land surveyors; and,
- C. Consultant 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 PROVISIONS**

**1. SERVICES TO BE PROVIDED.**

Except as specified in this Agreement, Consultant shall furnish all technical and design professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Consultant acknowledges that the execution of this Agreement by City is predicated upon representations made by Consultant in that certain document entitled Youth Soccer Field and Athletic Facility Design and Engineering" dated May 7, 2014 and written

clarifications ("Proposal") set forth in Exhibit A, which constitutes the basis for this Agreement.

**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 the Effective Date of this Agreement and terminate on December 31, 2016.

**3. CONSULTANT'S SERVICES TO BE APPROVED BY A LICENSED DESIGN PROFESSIONAL.**

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant 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. QUALIFICATIONS OF CONSULTANT - STANDARD OF WORKMANSHIP.**

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

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

**5. MONITORING OF SERVICES.**

City may monitor the Services performed under this Agreement to determine whether Consultant's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Consultant constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

**6. WARRANTY.**

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Consultant 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 Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

**7. PERFORMANCE OF SERVICES.**

Consultant shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Consultant 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 Consultant is for the acts and omissions of persons directly employed by it. Consultant will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

**8. RESPONSIBILITY OF CONSULTANT.**

Consultant shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed 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 and Consultant shall be and remain liable to City in accordance with applicable law for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Consultant shall not in any respect absolve Consultant from the responsibility Consultant has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

**9. COMPENSATION AND PAYMENT.**

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and services rendered by Consultant at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month, subject to verification by City. City will pay Consultant within thirty (30) days of City's receipt of invoice.

**10. PROGRESS SCHEDULE.**

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

**11. TERMINATION OF AGREEMENT.**

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Consultant shall discontinue further services as of the effective date of termination, and City shall pay Consultant for all Services satisfactorily performed up to such date.

**12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

City and Consultant 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. Consultant shall not hire subcontractors without express written permission from City.

**13. 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.

**14. INDEPENDENT CONSULTANT.**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights, however, to manage its employees in their performance of Services under this Agreement. Consultant is not authorized to bind City to any contracts or other obligations.

**15. NO PLEDGING OF CITY'S CREDIT.**

Under no circumstances shall Consultant have the authority or power to pledge the credit of City or incur any obligation in the name of City. Consultant shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Consultant under this Agreement.

**16. CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with

the performance of this Agreement shall be held confidential by Consultant 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 Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

**17. USE OF CITY NAME OR EMBLEM.**

Consultant 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.

**18. OWNERSHIP OF MATERIAL.**

All plans for an Assigned Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the City for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding same, City may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site.

A. The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this PROJECT, shall be and remain the property of the CITY pursuant to California Law for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The CITY, however, shall not be precluded from using the Architect's or Architect's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

B. Notwithstanding Section 18.A above, if the CITY proposes to reuse the plans prepared by Architect within CITY, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement or other subsequent writing executed by CITY and Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any person, Architect or legal entity, the names and seals of the Architect and the Architect's Consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

**19. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT.**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant 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.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

**20. CORRECTION OF SERVICES.**

Consultant agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Consultant.

**21. FAIR EMPLOYMENT.**

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

**22. HOLD HARMLESS/INDEMNIFICATION.**

To the extent permitted by law, Consultant 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 reasonable attorney's fees in providing a defense to any claim, (all referred to herein as "Claims"), to the extent the Claims are arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subcontractors, or agents in the performance, or non-performance, of services under this Agreement. Without limiting the obligation to indemnify, for Claims based on professional negligence, the obligation to defend may be met by payment of attorney's fees and costs incurred by the City in defending the Claims, to the extent those Claims arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subcontractors, or agents in the performance, or non-performance, of services under this Agreement.

**23. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall purchase and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

**24. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**25. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between City and Consultant. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

**26. 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.

**27. WAIVER.**

Consultant 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.

**28. NOTICES.**

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

City of Santa Clara  
Attention: Parks & Recreation Department 1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 260-9719

And to Consultant addressed as follows:

Name: Arash Izadi, Associate  
Address: 60 South Market Street, Suite 150  
San Jose, CA 95113  
or by facsimile at (949) 625-7550

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.



**29. CAPTIONS.**

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**30. LAW GOVERNING CONTRACT 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.

**31. DISPUTE RESOLUTION.**

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

**32. COMPLIANCE WITH ETHICAL STANDARDS.**

Consultant shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONSULTANTS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

**33. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Consultant certifies that to the best of its

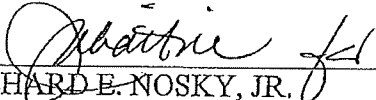
knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with 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. Consultant will advise City if a conflict arises.

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

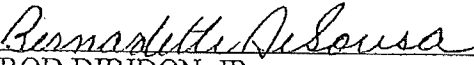
**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

  
\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

  
\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

  
\_\_\_\_\_  
for ROD DIRIDON, JR.  
City Clerk

"CITY"

**LPA, INC.**

By: 

\_\_\_\_\_  
(Signature of Person executing the Agreement on behalf of Contractor)

Name: James Kelly

Title: Executive Vice President

Local Address: 60 South Market Street, Suite 150  
San Jose, CA 95113

Email Address: aizadi@lpainc.com

Telephone: (408) 780-7200 Fax: (408) 780-7201

"CONSULTANT"

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.**

**EXHIBIT A**

**SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are more fully described in the Consultant's proposal entitled, "Youth Soccer Field and Athletic Facility Design and Engineering" dated May 7, 2014 and written clarifications (Proposal), which is attached to this Exhibit A and incorporated by this reference.

At a minimum the scope of services will include all professional services required to properly complete the project and its constituent components to the City's satisfaction:

- 1) Community Outreach and Consensus Building Process with Stakeholders, User Groups & Community (see supplemental scope clarification for additional sites);
- 2) Schematic Design & SWOT Analysis & Input Process;
- 3) 50%, and 95% Construction Documents (Plans & Specifications);
- 4) 100% Construction Plans & Specifications Documents ("Final Bid Documents");
- 5) Bidding Phase & Contractor Selection;
- 6) Construction Monitoring Phase & Project closeout;
- 7) Additional Services only as requested, reviewed and approved by City in writing, in advance.

It is understood that services required may be provided for up to three (3) separate/different sites.

## SCOPE OF SERVICES

SANTA CLARA YOUTH SOCCER FACILITY  
REVISED JANUARY 23, 2015  
LPA, INC.

### SCOPE OF SERVICES

The following is the proposed base Scope of Services for the project. This proposal is based on the development of one site with an allowance for Conceptual Design and Cost Estimating services for up to two additional sites.

#### 1 - SCHEMATIC DESIGN & SWOT ANALYSIS & INPUT PROCESS

This will include:

- Project Start up, Document Review, and Scheduling;
- Prepare & Attend (1) Kick off Meeting with City;
- Complete of Site Assessment;
- Complete Geotech Report(s);
- Community Outreach Process. See Attached Community Outreach Services.
- Refine and Finalize Design & Costs based on material developed in the Outreach Process.
- Prepare & Attend (1) PRC Council Presentation as outlined in the Outreach Scope of Services.
- An allowance of \$80,000 has been provided for Conceptual Design and Rough Order of Magnitude Cost Estimating Services for up to two additional sites.
- Topographic Survey: Aerial and supplemental ground survey for the Montague Park Site limited to on-site areas only. Title report with applicable easements and property lines for the site is to be provided by the City. Off-site areas are not included.

Deliverables: Geotech report, scaled Draft Schematic Design and 1-2 preferred alternatives with cost estimates; Power-point presentations.

#### 2 - 50% CONSTRUCTION DOCUMENTS (PLANS & SPECIFICATIONS)

- CAD Bases and Design Team Coordination
- Final Design - Grading, Materials, Etc.
- Submittal Package Setup (including Engineer's Estimate)
- Submittal Meeting
- City Review of Submittal

Deliverables: 50% Construction Docs, Draft submittal package; 1 meeting with Public Works, Parks & Recreation.

#### 3 - CONSTRUCTION DOCUMENTS

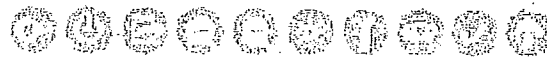
- 85% Submittal Setup
- Submittal Meeting
- City Review of 85% Submittal
- Review Workshop with City

Preparation of 100% Plans & Specifications ("Final Set Documents"); Deliverables: 85% Docs Draft & 100% Construction & Specification Docs; Submittal package & Copies; 2 meeting with Public Works, Parks & Recreation, Draft Selection Criteria.

#### 4 - BIDDING PHASE

- 100% Submittal Setup
- Pre Bid Site(s) walk(s)
- Coordinate and respond to Bidder questions/Owner Questions
- Prepare and distribute addenda as necessary
- RFP/Bid & Bid Opening
- Contract Award / Insurance Bonding, etc.

Deliverables: Final Submittal package; 1 meeting with Public Works, Parks & Recreation



#### 5 - CONSTRUCTION MONITORING PHASE

- Prepare for and facilitate construction Kick off meeting & required construction meetings. The total number of meeting is based on a total construction duration of four months (84 days as outlined in the RFP) for a total of 15 meetings. The pre and Post Maintenance Walk through are in addition to the 15 meetings noted.
- Coordinate RFI, Submittals, Shop Drawings, Substitutions, Change Orders
- Begin Construction
- Mobilization
- Demolition and Rough
- Drainage and Utilities
- Edging and Paving
- Rock Finish Grading/Installation; Top soil/finish Grade/Installation
- Synthetic/Grass Turf Installation
- Landscape and Site Furnishings Installation
- Finish Work
- Substantial Completion
- Pre & Post Maintenance walk through
- Project Closeout, review record drawings, Warranty Evaluation, M&O documentation
- Electronic File, plans & construction binder

Deliverables: Preconstruction Meeting; Weekly check-in/Monitoring Meetings; Availability; Quick response RFI, submittal reviews as necessary; Punch List Meeting; Project Closeout.

#### 6 ADDITIONAL SERVICES

May include other items as requested by the City, or anticipated additional steps, meetings, deliverables, etc. proposed by Contractor and reviewed and approved by City in writing, in advance. See separate billing rate. Additional services may include:

- Food Service
- FF&E Selection and Procurement
- Environmental Services

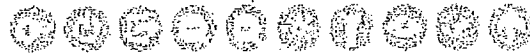
#### 7 - ASSUMPTIONS

This proposal assumes a Construction Budget of \$7.5 Million for the purposes of defining a basis for the required effort of design and documentation. The City has indicated the budget will be developed upon clarification or adjusted to accommodate the final program and site specific issues. Changes in schedule, scope, or construction budget may result in an additional service. This Scope of Services assumes the following:

- Construction is for a (total) duration of four months (64 working days).
- Safety for the tasks of establishing a base scope of services, this proposal assumes development will occur on one site, in one phase, and by one contractor with an allowance for Conceptual Design and Cost Estimating Services for up to two additional sites. LPA understands phasing of the project and various improvements may be required to accommodate the City schedule. This required phasing and associated effort will be considered an additional service.
- An \$80,000 allowance has been provided for Conceptual Design and Cost Estimating Services for up to two additional sites. Services for this effort will be billed based on the hourly rate schedule noted in the Schedule of Fees. Upon confirmation of scope and total number of sites, the Scope of Services and Compensation may be adjusted.
- LPA understands the site selection is still being finalized by the City. The Scope of Services and associated effort may change based on the final program, site and proposed development which could result in additional services.

#### SCOPE OF SERVICES

SANTA CLARA YOUTH SODDER FACILITY  
REVISED JANUARY 22, 2015  
LPA, INC.



- e. The program and associated improvements for the building component of the project are pending further clarification by the City and Workshop/Outreach Process. The final program may require adjustment or extensions the schedule to meet the primary goal of providing a usable field within the schedule noted. LPA will work with the City to meet this goal. Additional phasing, increase in the related documentation and Construction Documents will be considered additional services.
- f. The geotechnical scope is limited to a total of four borings (2 for the building and two for the site related items) and one permeation test. Depending on the number of fields, soils conditions, final site selection and building program additional boring and an expanded geotechnical report may be required. And would be provided as an additional service.
- g. A reimbursable allowance of \$10,000 has been included in this Scope of Services.

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## COMMUNITY OUTREACH SERVICES

In the Community/Neighborhood Outreach Phase, LPA, INC. staff provide those services necessary for LPA to assist the City of Santa Clara in coordinating and conducting community workshops, establishing a program, financial and time requirements, and limitations for the park and developing a conceptual plan. The Outreach Process noted below would take the place of some of the services noted in the Schematic Design & SMDT Analysis & Input Processes noted in the original RFP Response/Scope of Services. The following description is a sample of services that may apply.

### Outreach Process

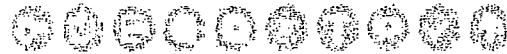
#### 1.01 Community Consensus Building and Outreach

A series of workshops will be planned and held in order to involve all the stakeholders in the community/neighborhood and to seek a consensus regarding the program, design direction, and facilitate interaction with the community/neighborhood. The following is a proposed outline of a sample workshop process:

- .01 Preliminary City Staff Meeting: Review the process for community consensus building workshops tailored to the specific needs of the community/neighborhood and this project.
- .02 Workshop #1 - Saturday: The first workshop will be proposed for a Saturday to allow maximum participation. A summary of materials obtained from existing as-builts, surveys, and site assessment will be presented. LPA will lead a "Site Awareness Tour" of the site and will provide a workbook to help participants get the most out of this tour and to focus attention on identified site issues that may become major constraints later in the design process.
- .03 Lunch Break/Prioritization Process: Upon returning from lunch, the participants will be led through a series of questions to establish a framework for the development of the park. Questions may include considerations for project success, programmatic elements, sustainability goals and design features. Following the question and answer period, the group will be led through a prioritization process to help define the overall community goals and priorities. Through creative organization, the needs of all involved will be solicited and equally visualized. The results of this workshop will be overlaid with the priorities of the City and in conformance with any General or Parks Master Plan to develop a project program and the basis for the conceptual design process.
- .04 Following Workshop #1: LPA will compile information obtained from the site awareness tour, participant work books, and community priorities and responses into a manual which will become a reference document for use throughout the process and record of community involvement.
- .05 City Staff Meeting: A meeting with City Staff to review the results of Workshop #1 and to confirm the priorities established in the initial workshop and to discuss additional sustainability goals. This meeting will approve the project program and will authorize the development of the Initial Conceptual Plan.
- .06 Conceptual Plan Development: Based on the information obtained in Workshop #1, the work books, established program and confirmation in the City Staff Meeting, LPA will develop a conceptual plan identifying the various improvements, features, and relationships in a plan view illustration.
- .07 City Staff Meeting: In preparation for Workshop #2, LPA will meet with City Staff to review the Preliminary Concept Plan and obtain approval for presentation to the workshop participants. If appropriate, minor comments provided by the City may be incorporated into the Preliminary Conceptual Plan prior to presentation to the Community.
- .08 Workshop #2 - Weekday Evening: During the second workshop, LPA will review information obtained from the site awareness tour, participant work books, and community priorities and responses with the workshop participants. Feedback will be recorded and incorporated into future summaries. Following the review of the previous workshop data, LPA will present the Preliminary Conceptual Plan to obtain comments and feedback on the proposed design.
- .09 City Staff Meeting: The comments provided in Workshop #2 will be reviewed with City Staff and direction obtained for inclusion into the design. Additional comments and final revisions will also be discussed and evaluated.
- .10 Final Plan Development: Unless appropriate the comments provided by the workshop participants and City Staff will be incorporated into a Final Conceptual Plan for Commission and City Council

#### COMMUNITY OUTREACH PROCESS

Scout Park, 1500 East 15th Avenue, Aurora, CO 80012  
City of Aurora, CO  
May 20, 2015  
Aurora, CO 80012



presentation including potential park development phasing. The final plan will be provided to City Staff prior to the Final Workshop Presentation.

- .11 Final Workshop (Presentation): This final workshop will present the approved Conceptual Plan to Workshop participants. Final comments will be noted in a summary to City Staff.
- .12 Commission Presentation: After obtaining approval from City Staff and following the presentation to workshop participants a presentation will be made to the Parks and Rec. Commission. The presentation will highlight the process, will review the workbook summaries and community priorities and final program and will conclude with a review of the final Approved Conceptual Plan (and R.O.M. Budget if required) for final Commission Approval in preparation for City Council Presentation.
- .13 City Council Presentation: Following the Commission Presentation LPA will present the overall workshop process, findings, program and related information together with the Approved Conceptual Plan (and R.O.M. Budget if required) to the City Council for their Approval.

#### 1.06 Summary of Meetings:

- .01 Three (3) Workshop Meetings.
- .02 Four (4) City Staff Meetings.
- .03 One (1) Commission Meeting.
- .04 One (1) City Council Meeting.

#### 1.07 Summary of Deliverables:

- .01 Workshop Agendas.
- .02 Workshop Summaries including workbooks, community priorities and related information.
- .03 Final Conceptual Plan.
- .04 Meeting Minutes.

The Workshop process identified in this Scope of Services is the basis of the fee provided. Additional meetings including preparation time may be required based on the needs of the community/neighborhood. These additional meetings and preparation time will be billed as an additional service as needed based on the hourly rates provided in this Scope of Services.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.**

**EXHIBIT B**

**SCHEDULE OF FEES**

The fees to be charged for services performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Youth Soccer Field & Athletic Facility Design & Engineering" dated May 7, 2014, and clarifications to the Proposal which are included below.

**Billing & Invoices.** Consultant must provide City with itemized invoices on a monthly basis that request payment only for itemized work completed on the approved Contract scope of work products and services. Invoices will be subject to a 10% retention until Project completion.

- A. **Initial Work Plan:** Fixed Fee for one (1) site. The fees for all services, except for the community outreach, visioning and prioritization services, will be billed at a rate no higher than 8% of the proposed construction costs for the project. Given an estimated construction budget of \$7.5 million dollars, the initial work plan is a "not to exceed" amount of \$600,000.00.
- B. **Community Outreach:** The total costs for the community outreach, visioning and prioritization and additional services are a "not to exceed" forty thousand dollars (\$40,000.00).
- C. **Topographic Survey Work:** The fee for all site survey work is a "not to exceed" twenty nine thousand five hundred dollars (\$29,500.00).

Not all sites are identified at this time.

- D. **Additional Site(s) Conceptual Design and Cost Estimating Services:** The fee for schematic design development and rough cost estimates for each additional site approved and assigned by City, in writing, in advance, will be up to forty thousand dollars (\$40,000) per site, or for up to two (2) additional sites at a "not to exceed" eighty thousand dollars (\$80,000.00).
- E. **Reimbursable and Project Contingency:** The total for all reimbursable expenses billed under the contract and project contingencies is a "not to exceed" sixteen thousand dollars (\$16,000.00). The fees for services must be approved by the City, in writing, in advance and shall be billed at a rate no higher than the hourly schedule of rates and fees attached below for personnel, or the itemized cost agreed to in advance for materials, supplies or other expenses.



Position	Hourly Rate
Principal	\$215.00
Senior Managing Principal	\$195.00
Senior Project Director	\$180.00
Project Director	\$165.00
Senior Project Manager	\$150.00
Managing Professional	\$140.00
Senior Professional	\$125.00
Professional	\$115.00
Professional Staff	\$105.00
Intermediate Staff	\$ 95.00
Staff	\$ 85.00
Support Specialist	\$ 75.00
Clerical Staff	\$ 70.00
Intern	\$ 60.00

**Total Contract "Not to Exceed" Amount.** In no event shall the amount billed to City by Contractor for services under this Agreement exceed seven hundred and sixty-five thousand and five hundred dollars (\$765,500.00), subject to budget appropriations.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.**

**EXHIBIT C**

**INSURANCE COVERAGE REQUIREMENTS  
FOR PROFESSIONAL SERVICES**

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall purchase 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 Consultant'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 Consultant; 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 Consultant 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.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### 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 Consultant 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 Consultant. 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 occurrence 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 Consultant'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 Consultant 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 Consultant'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

Consultant and City agree as follows:

1. Consultant 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 Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant 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. Consultant 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. Consultant 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 Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Parks & Recreation Department

P.O. 12010-S2

Hemet, CA 92546-8010

or

151 North Lyon Avenue

Hemet, CA 92543

Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.**

**EXHIBIT D**

**ETHICAL STANDARDS FOR CONSULTANTS SEEKING TO ENTER INTO  
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

**Termination of Agreement for Certain Acts.**

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Consultant<sup>1</sup> does any of the following:
    - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
    - b. Is convicted<sup>2</sup> of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City consultant or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

---

<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Consultant can be imputed to the Consultant when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Consultant, with the Consultant's knowledge, approval or acquiescence, the Consultant's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Consultant no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or,
2. If City determines that the Consultant fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Consultant's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Consultant (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Consultant may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Consultant will have the burden of proof on the appeal. The Consultant shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Consultant becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Consultant.

<sup>5</sup> Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.



**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.**

**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

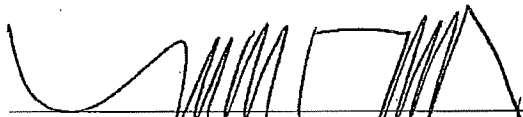
I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Consultant" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Consultant" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

LPA, Inc.

a California Corporation

By:   
\_\_\_\_\_  
Signature of Authorized Person or Representative

Name: James Kelly

Title: Executive Vice President

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 2/3/2015

before me,

Laura Nelson

Here Insert Name and Title of the Officer

personally appeared

James Kelly

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Laura Nelson

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Affidavit of Compliance with Ethical Standards

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

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: James Kelly

Signer's Name: \_\_\_\_\_

☒ Corporate Officer — Title(s): Executive VP

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.**

**EXHIBIT F**

**MILESTONE SCHEDULE**

The milestone schedule to be followed for services performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Youth Soccer Field & Athletic Facility Design & Engineering" dated May 7, 2014, and written clarifications to the Proposal which are attached to this Exhibit F. The City may, at its sole discretion, agree to changes to the schedule in writing, in advance.

ID	Task Mode	Task Name	November 10/26/11/11/8/1/11/2/1/24/2/6/2/11/2/27/3/1/10/1/17/1/24/1/3/3/2/7/2/1/2/16/2/8/3/6/3/13/3/20/3/2	December	January	February	March
1	□	Santa Clara Youth Soccer Field and Athletic Facility					
2	□						
3	□	Schematic Design and SWOT Analysis & Input Process					
4	□	Project Start-up, Documents Review and scheduling					
5	□	Prepare and Attend (1) Kick-off Meeting with City					
6	□	Complete Site Assessment					
7	□	Topographic Survey					
8	□	Complete Geotech Report					
9	□	Outreach Process					
10	□	Preliminary Staff Meeting					
11	□	Workshop Preparation					
12	□	Workshop #1					
13	□	City Staff Meeting					
14	□	Conceptual Plan Development					
15	□	City Staff Meeting					
16	□	Workshop #2					
17	□	City Staff Meeting					
18	□	Final Plan Development					
19	□	Final Workshop Presentation					
20	□	Cost Estimate					
21	□	Prepare and attend (1) PRC/Council Presentation					
22	□	Schematic Design and Budget Approval					
23	□						
24	□	50% Construction Documents (Plan and Specifications)					
25	□	50% Documentation					
26	□	Submittal Package Set-Up					
27	□	Submittal Meeting					
28	□	Cost Estimate					
29	□	City Review of Submittal					
30	□						
31	□	Construction Documents					
32	□	95% Submittal Documentation					
33	□	Submittal Meeting					
34	□	City Review of 95% Submittal					
35	□	Review Workshop with City					
36	□	Preparation of 100% Plans and Specifications ("Final bid Documents")					
37	□						
38	□	Bidding Phase					
39	□	100% Submittal Set-Up					
40	□	Pre-Bid Sit(s) Walk(s)					
41	□	Coordinate and Respond to Bidder Questions/Owner Questions					
42	□	Prepare and Distribute Addenda as Necessary					
43	□	RFP/Bid and Bid Opening					
44	□						
45	□	Construction Monitoring Phase					
46	□	Prepare and Facilitate Construction Kick-Off Meeting and Weekly Constructio					
47	□	Construction Kickoff					
48	□	Construction					
49	□	Substantial Completion					
50	□	Pre and Post Maintenance Walk-Through					
51	□	Project Closeout, Review Record Drawings, Warranty Evaluation, M&O Docu					
52	□	Project Turnover					

11/16

11/16

11/16

2/22

3/11

5/11

Project: Santa Clara Soccer Sched	Task	Milestone	C	Deadline	↓
Date: Wed 1/21/15	Split	Summary	Y	Progress	

**AMENDMENT NO. 1  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.**

**PREAMBLE**

This agreement ("Amendment No. 1") is by and between LPA, Inc. a California corporation, with its principal place of business located at 60 South Market Street, Suite 150, San Jose, CA 95113 ("Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services By and Between The City of Santa Clara, California, and LPA, Inc.," dated February 10, 2015 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of developing and providing Youth Soccer Field and Athletic Facility Design and Engineering services; and
- C. The Parties now wish to amend the Original Agreement to include additional services in the scope of work related to replacement of Youth Soccer Park (YSP) Field 2, conversion of YSP Field 3 to synthetic turf, site assessments and documentation of the existing YSP facility conditions, the addition of seating to Field 1, and other optional services.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. AMENDMENT PROVISIONS**

- A. That Exhibit A of the Original Agreement, entitled "Scope of Services" is hereby amended to include a new exhibit, Exhibit A-1, entitled "Additional Scope of Services" attached to this Amendment No. 1 and incorporated by reference.
- B. That Exhibit B of the Original Agreement, entitled "Schedule of Fees" is hereby amended to include a new exhibit, Exhibit B-1, entitled "Additional Schedule of Fees" attached to this Amendment No. 1 and incorporated by reference.

**2. TERMS**

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

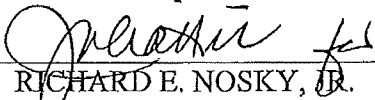
3. COUNTERPART/FACSIMILE SIGNATURE


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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.


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. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

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

APPROVED AS TO FORM:

  
RICHARD E. NOSKY, JR.  
City Attorney

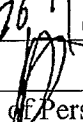
ATTEST:   
ROD DIRIDON, JR.  
City Clerk

Dated: 10/27/15  
  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**LPA, INC.**

**A CALIFORNIA CORPORATION**

Dated: 10.26.15  
By:   
(Signature of Person executing the Agreement on behalf of Contractor)  
Name: Robert O Klipper  
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"CONSULTANT"

**AMENDMENT No. 1**  
**to the**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**by and between the**  
**CITY OF SANTA CLARA, CALIFORNIA**  
**and**  
**LPA, INC.**

**EXHIBIT A-1**

**ADDITIONAL SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Request for Additional Services – No. 1 dated Revised—October 13, 2015. However, the additional services, final deliverables and optional services to be provided by Contractor to City are subject to City review and City's sole and final approval. The City's determination of what constitutes a complete and acceptable submittal is final.



## PROJECT DESCRIPTION

The City of Santa Clara approved its Fiscal Year 2015-2016 CIP Budget that included the proposed improvements at Youth Soccer Park consisting of:

- a) The replacement of the existing synthetic field at Field Two with new synthetic turf.
- b) Replace the natural turf field at Field Three with synthetic turf.
- c) The addition of bleachers at Field One.
- d) Additionally, the SB50 Related User Group may potentially utilize the site for unknown Super Bowl related purposes. The City would like assistance in establishing baseline conditions of the existing improvements, assistance in developing City material and warranty standards and potential review of proposed scope/drawings by the SB50 Related User Group's Design Consultant for the field mitigation of the SB50 related conditions are complete.

## 0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

### 0.01 Project Administration services including:

- .01 Initial consultation in development of the Project.
- .02 Preparation of compensation estimates and professional services agreement(s).
- .03 Project-related research.
- .04 Conferences.
- .05 Communications.
- .06 Travel time.
- .07 Progress reports.
- .08 Direction of the work of in-house personnel.

### 0.02 Disciplines Coordination/Document Checking services consisting of:

- .01 Coordination between LPA's work and the work of other involved disciplines for the Project.
- .02 Review and checking of documents prepared for the Project.

### 0.03 Agency Consulting/Review/Approval services including:

- .01 Agency consultations.
- .02 Research of critical applicable regulations.
- .03 Preparation of written and graphic explanatory materials.

### 0.04 Client-Supplied Data Coordination services including:

- .01 Review and coordination of data furnished for the Project as a responsibility of the City of Santa Clara.
- .02 Assistance to the City of Santa Clara in reviewing existing title information and contracting for surveys, surface site data and subsurface site data.

### 1 - INITIAL ASSESSMENT (To assist in establishing a series of baseline or current facility conditions.)

In the Initial Assessment Phase, LPA, INC. may provide the identified services in an effort assist the City in establishing the general conditions of the grades, compaction and utilities for the fields, to the extent possible. The following descriptions shall apply to those services.

### 1.01 Initial G-Max Testing services required to establish the following

- .01 Provide maximum one (1) g-max value test on each field (Fields 1, 2 and 3) for a total of three tests using equipment conforming to ASTM Standard F355-Procedure A (F355-A).
- .02 Provide written documentation of the test locations and results for the purposes of documenting existing G-Max ratios on each field.

### 1.02 Topographic Survey /Base Map Preparation services consisting of:

- .01 Set aerial targets and perform aerial topographical survey at 40 scale.
- .02 Supplement aerial survey with field survey to provide accurate design and ADA compliance.
- .03 Plot the record boundary for the project based upon a client provided title report and legal description. No field survey of the boundary is included in this effort.
- .04 Provide digital orthographic photo with a GSM of 0.25, suitable for import into AutoCAD.



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- 1.03 Underground Utility Scan services consisting of scanning the soccer fields, parking lots and areas around the building for the purposes of establishing the locations and conditions of underground utility lines within the project boundaries, where possible and detectable with the equipment noted.
- .01 Utilize ground penetrating radar system to scan and locate utility pipes.
  - .02 Utilize radio detection device to locate live power/data signals.
  - .03 Spray paint locations of lines onto site surfaces.
  - .04 Utilize PearPoint sewer camera to scan large sewer / storm drain lines.
  - .05 Provide video of camera findings for City of Santa Clara review and use.
- 1.04 Synthetic Turf Field Materials Presentation services consisting of:
- .01 Review of available various manufacturers.
  - .02 Presentation of various infill materials with possible benefits and constraints of each applicable system.
  - .03 Presentation of various fiber types and considerations appropriate for a soccer facility.
  - .04 Review of overall constraints and benefits of applicable systems.
  - .05 Review of shock pads including benefits and general cost considerations.
  - .06 Presentation of sample materials.
  - .07 Presentation of samples and materials will be limited to select vendors appropriate for consideration at a soccer facility as determined by LPA.
- 1.05 Geotechnical services has the following scope and is limited to percolation requirements and synthetic turf base section:
- .01 Site reconnaissance to evaluate on-site conditions with respect to the location of borings or test areas.
  - .02 Data review of available existing published geotechnical/geologic/environmental data applicable to the project.
  - .03 Drilling or sampling and logging of a maximum of one test areas in the proximity of the proposed field replacement.
- .04 Provide analysis and report synthetic turf base section.
- .05 Review of existing base section at the existing synthetic field (Field Two) for the purposes of determining feasibility of turf carpet replacement. The review is dependent on the City's removal of the existing turf carpet with direct access to the base material.
- .06 Analysis and report to develop geotechnical design recommendations per .05 above.
- .07 Determine infiltration rates on-site for the purposes of assisting in the determination of storm water strategies at the locations specified by the Civil Engineer.
- 1.06 Building Assessment services consisting of:
- .01 Review of the existing building restrooms for the purposes of determining the conditions and compliance with applicable ADA requirements as may be required based on possible improvements proposed for the fields.
  - .02 Review of toilet fixture counts and requirements based on the proposed addition of bleachers at Field One.
  - .03 Photography of the existing building for the purposes of documenting the general conditions.
- 1.07 Structural Evaluation services consisting of review of the wood trellis extension on the existing Youth Soccer Park building to determine its general structural compliance with applicable current codes.
- .01 Evaluation of existing as-built information where available.
  - .02 Field review of the existing trellis extension.
  - .03 Report of findings and general conceptual recommendations. These services do not include Construction Documents, testing, destructive evaluations or providing documentation of the specific remediation measures.
- 1.08 Summary of Meetings: services consisting of meeting attendance and presentations of Predesign Phase analyses and recommendations by LPA, INC. as follows:
- .01 One (1) – Synthetic Turf Material Presentation.

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1.09 Summary of Deliverables:

- .01 G-max Test Results.
- .02 Topographic Survey.
- .03 Utility Video.
- .04 Geotechnical Information.
- .05 Photo Documentation of Existing Building.
- .06 Structural Assessment of the Building Trellis extension.

2 – REVERIFICATION

In the Reverification Phase, LPA, INC. may provide the identified services in an effort assist the City in confirming the general condition of the fields and facilities following the Super Bowl and after the site has been vacated and remediated to pre-event conditions.

2.01 G-Max Confirmation services consisting of

- .01 Provide maximum one (1) g-max value test on each field (Fields 1, 2 and 3) for a total of three tests using equipment conforming to ASTM Standard F355-Procedure A (F355-A).
- .02 Provide written documentation of the test locations for the purposes of generally comparing significant changes in g-max data.

2.02 Topographic Grade Verifications services consisting of:

- .01 Topographic survey limited to the three fields for the purpose of confirming significant variations in grade from the benchmark.
- .02 Allocation has been made for a two man crew for two days.

2.03 Utility Confirmation services consisting of videoing of previously identified utilities for the purposes of verifying potential damage as a result of use on the site.

- .01 Utilize PearPoint sewer camera to scan previously identified sewer / storm drain lines.
- .02 Provide video camera findings for City of Santa Clara review and use.

2.04 Building Review services consisting of assisting the City in their review of the existing building to confirm general conditions.

3 – OVERSIGHT – OPTION A

In Option "A" LPA may assist the City in the development of warrantee specifications and field material standards, limited review of plans prepared by the SB50 Related User Group Design consultant for the purpose of determining general conformance with warrantee and material standards and assistance to the City in reviewing the visible condition of the field replacement, if required.

3.01 Warrantee Specifications and Field Material Standards:

- .01 Assistance to the City in developing general specifications and requirements for the field materials replaced by the SB50 Related User Group.
- .02 Assistance to the City in the preparation of minimum product requirements or material selections for the replacement of the natural and/or synthetic field.
- .03 Meet with the City to review proposed materials and requirements.

3.02 Document Review:

- .01 Assistance to the City in the review of plans prepared by The SB50 Related User Group's Design Consultant for the purposes of potentially verifying overall conformance with previously established field surfacing Warrantee and Material requirements. LPA's services will be limited to materials review only and is not intended to identify all deficiencies, code compliance, agency plan check or any other required reviews or the responsibility of the developing firms requirements including but not limited to quality assurance / quality control. One (1) review of plans is included.
- .02 Provide written documentation of findings.

3.03 Field Review:

- .01 Assistance to the City in the post installation review of the field improvements installed by the SB50 Related User Group to assess overall general conditions. LPA's services will be limited to materials review only and is not intended to identify all deficiencies, code compliance, agency plan check or any other required reviews or the responsibility of the developing firms

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- requirements including but not limited to quality assurance / quality control.
- .02 One (1) field review is included.
- .03 Provide written documentation of findings.
- 3.04 Summary of Meetings:
  - .01 One (1) Field Materials Meeting.
  - .02 One (1) Field Review
- 3.05 Summary of Deliverables:
  - .01 Updated G-mas Test Data.
  - .02 Updated Topographic Grade Verification.
  - .03 Utility Confirmation.
  - .04 Warrantee Specifications and Field Material Standards.
  - .05 Document Review Findings.
  - .06 Field Review Findings.

4a- FIELD UPGRADE DOCUMENTATION – OPTION B

In the Field Upgrade Documentation Phase, LPA, INC. shall provide those services designated necessary to prepare Construction Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the City of Santa Clara, based on program requirements provided by the City of Santa Clara, and reviewed and agreed upon by LPA. The following descriptions shall apply to those services.

- 4.01a Preliminary Design services consisting of preparation of conceptual diagrams outlining the various improvements for City review and confirmation. Documents may include:
  - .01 Athletic field(s) layout.
  - .02 Field Striping Plan.
  - .03 General bleacher layout.
  - .04 Material selection.
  - .05 Preliminary sections and elevations.
- 4.02a Architectural and Interior Design/ Documentation services consisting of preparation of construction documents for minor upgrade of the existing restrooms limited to the adjustment of fixtures and partitions. Overall modernization or reconfiguration of the restrooms is not included.
  - .06 Conceptual site and floor plans.
  - .07 Preliminary sections and elevations.

- .08 Preliminary selection of building systems and materials.

- 4.03a Electrical Design/Documentation services consisting of documentation of minor electrical elements related to the irrigation system controllers, irrigation pump and convenience outlets for the fields only, if required.
- 4.04a Plumbing Design/ Documentation services consisting of documentation of minor adjustments related to fixtures within the restrooms.
- 4.05a Civil Design/Documentation services consisting of preparation of final civil engineering calculations, Drawings and Specifications, setting forth in detail the civil construction requirements for the Project including the following:
  - .01 Demolition Plan.
  - .02 Horizontal Plan.
  - .03 Wet Utilities Plan.
  - .04 Final Grading Plan.
  - .05 Specifications.
  - .06 Assistance with registering on SMARTS and obtaining WDID # and/or NOI.
- 4.06a Landscape Design/Documentation services consisting of alternate materials, systems and equipment and development of conceptual design solutions for the following:
  - .01 Layout and Materials Plan.
  - .02 Field Cooling System, if required.
  - .03 Accessible Parking Stall upgrades, if required.
  - .04 Specifications.
- 4.07a Bleachers service consisting of establishing the requirements of the seating/bleachers to accommodate a maximum of 150 people, identifying a vendor for the system, and coordinating with the designated vendor for the development of their plans. The development and Construction Documents for the bleachers will be a design-build element and is not included in this Scope of Services. LPA will provide the seating requirements, general layout and coordination.
- 4.08a Statement of Probable Construction Cost services consisting of development of a probable construction cost for the Project based on the most Construction Documents, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.

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4.090a Summary of Presentations / Meetings services consisting of meeting attendance and presentation of Schematic Design Documents by LPA to the following City of Santa Clara representatives:

- .01 Two (2) – City Staff Coordination Meetings

4.10a Summary of Deliverables consisting of:

- .01 Bid-ready construction plans and specifications.
- .02 Statement of Probable Construction Cost.

#### 4b - BIDDING / NEGOTIATION SERVICES

In the Bidding or Negotiations Phase, LPA, INC., following the City of Santa Clara approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide those services designated necessary for LPA to assist the City of Santa Clara in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

4.01b Bidding Materials services consisting assisting the City of Santa Clara with:

- .01 Coordination.
- .02 Reproduction.
- .03 Completeness review.

4.02b Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, Instructions and notice(s) of changes in the bidding schedule and procedure based on the approved Construction Documents.

4.03b Bidding/Negotiations services consisting of:

- .01 Assistance to the Client in establishing a list of Bidders or proposers.
- .02 Prequalification of Bidders or proposers.
- .03 Participation in pre-bid conference.
- .04 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
- .05 Attendance at bid opening.

4.04b Analysis of Alternates/Substitutions services consisting of consideration, analyses, comparisons, and recommendations relative to

alternates or substitutions proposed by Bidders or proposers prior to receipt of Bids or proposals.

4.05b Bid Evaluation services consisting of:

- .01 Participation in reviews of Bids or proposals.
- .02 Recommendation on award of Contract.
- .03 Participation in negotiations prior to or following decisions on award of the Contract(s) for Construction.

4.06b Construction Contract Agreements services consisting of:

- .01 Notification of Contract award(s).
- .02 Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).

4.07b Summary of Presentations / Meetings services consisting of presentation of Construction Documents and other documents by LPA to the following client representatives:

- .01 One (1) – Prebid Conference
- .02 One (1) – Bid Opening

4.08b Summary of Deliverables consisting of:

- .01 Bid documents.
- .02 Addenda.

#### 4c –CONSTRUCTION CONTRACT OBSERVATION SERVICES

In the Construction Contract Observation Phase, LPA, INC. shall provide those services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between the City of Santa Clara and Architect for Designated Services. The following descriptions shall apply to those services:

4.01c Office Construction Administration services consisting of:

- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.

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- .02 Distribution of submittals to the City of Santa Clara, Contractor and/or LPA's field representative, as required.
- .03 Maintenance of master file of submittals.
- .04 Related communications.
- 4.02c Construction Field Observation services consisting of visits to the site as noted below to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications. Site visits are based on bi-weekly meetings for twelve (12) weeks of construction for a total of six (6) meetings. Structural observation field visits will be based on the critical stage of construction.
- 4.03c Supplemental Documents services consisting of:
  - .01 Preparation, reproduction and distribution of supplemental clarification Drawings, Specifications and interpretations in response to requests for information by Contractor or the City of Santa Clara and, as required, by construction.
  - .02 Forwarding the City of Santa Clara's instructions and providing guidance to the Contractor on the City of Santa Clara's behalf relative to changed requirements and schedule revisions.
- 4.04c Quotation Requests/Change Orders services consisting of:
  - .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
  - .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
  - .03 Review and recommendations relative to changes in time for Substantial Completion.
  - .04 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.
- 4.08c Project Schedule Monitoring services consisting of monitoring the progress of the Contractor(s) relative to established schedules and making status reports to the City of Santa Clara.
- 4.07c Construction Cost Accounting services consisting of evaluation of Applications for Payment and certification thereof.
- 4.08c Project Closeout services initiated upon notice from the Contractor(s) that the Work is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
  - .01 A review with the City of Santa Clara's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
  - .02 Determination of the amounts to be withheld until final completion.
  - .03 Notification to the City of Santa Clara and Contractor of deficiencies found in follow-up review, if any.
  - .04 Final review with the City of Santa Clara representative to verify final completion of the Work.
  - .05 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the City of Santa Clara against liens.
- 4.09c Record Drawings services consisting of:
  - .01 Making arrangements for obtaining from Contractor(s) and other parties information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
  - .02 Review of general accuracy of information submitted and certified to by the Contractor(s).
  - .03 Transmittal of record drawings and general data, appropriately identified, to the City of Santa Clara and others, as directed.
- 4.10c Summary of Meetings services consisting of presentation of Construction Documents and other documents by LPA to the following Client representatives:
  - .01 Six (6) – Bi-Weekly Meetings.
  - .02 Two (2) – Project Close Out Reviews.
- 4.11c Summary of Deliverables:
  - .01 Field Reports/communications

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## 5 -GENERAL ALLOWANCE

Due to the various options presented in this Scope of Services, the unknown nature of the improvements proposed by the SB50 Related User Group, and the existing condition of the Youth Soccer Complex, LPA is proposing a general allowance to be utilized on an as needed basis and contingent on approval by the City of Santa Clara. This allowance may be utilized for a variety of design services, to be determined, including and not limited to expanded topographic survey, expanded utility scans, additional geotechnical investigation, additional design studies related to Youth Soccer Park, community and/or agency meetings, or other similar services. This General Allowance is not a contingency for construction or other non-design related services and is intended for the sole purpose of additional design related work to be performed by LPA, Inc.

## 6- STANDARD ASSUMPTIONS

6.01 The following are Scope of Services assumptions:

- .01 **G-MAX TESTING:** Testing is limited to the number shown. Testing will be performed by Brock for the purposes of establishing general g-max ratios. Testing is not intended to establish safety levels, the suitability of the field for play, infill depths or lifespan of the field.
- .02 **TOPOGRAPHIC SURVEY:** The initial topographic survey is limited to the on-site areas of Youth Soccer Park. Adjacent streets, the 49th Training Facility, Levi Stadium or adjacent parking areas are not included. Reverification is limited to the field areas only for the purposes of identifying major changes in grade. Reverification is limited to a two man crew for a maximum of two days. Additional days or crew members required will be provided as an additional service. The survey is not intended to identify all conditions, all changes or minor variations.
- .03 **GROUND PENETRATING RADAR:** The scope of work does not include any city utilities in the public streets. Access for the equipment must be clear and unobstructed by vegetation or impediments. The equipment has limitation and will not identify all lines or conditions. For every foot in depth, the pipe must be at least 1" in diameter to be

located. It is anticipated the maximum depth of scan is 3.5 to 6 feet. Steel reinforcement in concrete may limit scan depth and penetration. The equipment may locate utilities but cannot tell what the utility is.

- .04 **UTILITY CAMERA SCAN:** A Pear Point sewer camera may be used to scan sewer and storm drains. Blocked lines must be cleared by the City for proper video. The equipment is capable of scanning up to a maximum of 200' in a single direction from the point of origin (clean out). The equipment cannot be used in any large manholes that could require confined space entry. Reverification will be limited to scanning previously identified sewer and storm large diameter lines. No new detection will be performed.
- .05 **TITLE REPORT:** Client to provide a recent title report that shows the recorded property boundary along with easements and any other special provisions.
- .06 **APPROVAL:** The Client's verbal request to commence each task constitutes approval of prior work. Changes in subsequent work will be considered additional services, documented and billed on an hourly basis.
- .07 **CONSULTANTS:** The work of the Architect, Landscape Architect, Civil Engineer, Electrical Engineer, Surveyor, G-max Testing Company, Utility Scan Company, Cost Estimator and the Irrigation Consultant are included as part of this contract. Any other necessary consultants are in addition to the contract and will be billed at fee, plus 25% for coordination.
- .08 **REIMBURSABLES:** All project expenses shall be reimbursed to LPA by the Owner at a multiple of 1.10. Project expenses include, but are not necessarily limited to, all normal costs involving models, renderings, document reproduction, plotting, deliveries, mileage, and approved travel. Unless otherwise agreed to in writing, all governmental taxes and fees will be paid directly by the Client. These taxes

- and fees are separate and are not a part of LPA's reimbursable allowance. Unless specifically noted as being included in a 'stipulated sum', all consultant fees shall be subject to a multiple of 1.25.
- .09 **RESPONSIBILITIES:** LPA, INC., will be responsible for Design, Construction Documents, Bid Negotiations, and Construction Administration for the development of the site areas as stated on this contract. Signage, street work, and any other site related engineering or reports outside this scope of work shall be by others and are not included in this scope of work.
- .10 **UTILITY COMPLIANCE:** The coordination and review of designs with any outside agency for compliance with code requirements and obtaining of any necessary approvals shall be by others. It is assumed the required infrastructure is in place and is adequate for the required improvements. The replacement or upgrade of on-site or off-site utilities is not included in this Scope of Services.
- .11 **RATE SCHEDULE:** The attached LPA hourly rate schedule became effective January 1, 2013, however, is subject to change without notification.
- .12 **ADDITIONAL SERVICES:** Tasks not included in this Scope of Services, but requested by the Client shall be identified as such and billed at an hourly rate, unless a detailed scope of services proposal is requested.
- .13 **SPECIFICATIONS:** The Client shall provide the Standard General Conditions, Special Conditions, and Bidding Instructions.
- .14 **FEES:** The Client shall pay all government fees, permits, assessments, etc.
- .15 **SPECIAL MEETINGS:** Necessary preparation time and attendance at public hearings or agency meetings by LPA, INC. are not within this Scope of Services.
- .16 **PROJECT PHASES:** This proposal is based on the assumption that the project shall be installed in one phase. Additional phasing of the project shall require changes to the Construction Documentation, Bid Negotiation and Construction Administration phases of work. Additional work due to phasing of the project shall be considered as additional services.
- .17 **CONSTRUCTION DOCUMENTS:** The Construction Documents will be developed as one set of documents. The scope of work does not include a separate set of off-site improvements. If the Client requires a separate set of documents for off-site, etc., LPA will provide these drawings as an additional service.
- .18 **STRUCTURAL ENGINEERING SERVICES:** are limited to the evaluation of the existing wooden trills at the YSP building as identified in Task 1.07. These evaluation services do not include destructive or forensic testing and are limited to a review of items that are directly visible without removal of any components or required testing. Due to the unknown nature of remedial measure required, the development of design solutions, construction documents or other plan development is not included in this Scope of Services.
- .19 **ELECTRICAL EXCLUSIONS:** Temporary power design is excluded. Upgrades to the on-site electrical system is excluded.
- .20 **CITY STREET IMPROVEMENT EXCLUSIONS:** Improvements to adjacent city streets are excluded including connecting existing lines and connections or the development of new connections or lines within the City ROW.
- .21 **ENVIRONMENTAL:** Studies for area wide traffic impacts, cultural resources, stream preservation or modification, soil mitigation or clean-up, oil operations, and sensitive habitat are not included in this proposal. It is anticipated that the Client has the existing studies required.

- .22 **OFF-SITE:** Off-site infrastructure is in place and adequate connection points for storm, drain, water, and sewer are available at the project boundary (or on-site) to serve the proposed development. No studies of utilities beyond the limit of the site are included.
- .23 **BASE MAPPING:** Mapping will be based on available local agency vertical datum and assumed horizontal datum, unless specifically requested otherwise.
- .24 **RECORD DRAWINGS:** Information is to be provided by the Contractor. Any drafting services required by the Client can be provided on an hourly basis.
- .25 **FIELD SURVEY STAKING:** Project General Contractor will provide all field survey staking, as-built survey and plans, and grading and wet utilities substantial conformance letter.
- .26 **DOCUMENT AND SITE REVIEWS:** LPA's services for document review and assessment of existing or replacement facilities will be limited to materials review only and is not intended to identify all deficiencies, code compliance, agency plan check or any other required reviews or the responsibility of the developing firms requirements including but not limited to quality assurance/quality control. Intervention by the city of LPA role in these reviews will be required.
- .27 **MEETINGS:** Where the maximum number of meetings to be included in Architect's services is specified herein, Architect and architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services.
- .28 **DELIVERABLES:** The preceding description of services general outlines the activities associated with executing each phase of work. The necessity for, and the extent to which, the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the project. Consequently, the description of services does not represent a comprehensive list of deliverables.
- .29 **CONSULTATION AND COORDINATION:** All consultations and coordination not associated with specific meetings shall be conducting at the sole discretion of the Architect and Architect's consultants, and only as necessary for the Architect and Architect's consultants to complete the professional services of this agreement.
- .30 **DOCUMENTS:** Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.
- .31 **GENERAL ALLOWANCE:** The General Allowance noted as Task 5 is intended exclusively to provide additional design related services to be determined based on the development of the project. This is not intended as a contingency for construction related services.
- .32 **PROJECT CONTROL:** The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for construction. Without in any way limiting the Architect's responsibilities and obligations under Title 21 of the California Code of Regulations or the Building Standards published by the ICBO (formerly Title 24 of the California Code of Regulations), the Architect shall not otherwise be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.



7 - ITEMS NOT INCLUDED IN THIS SCOPE OF WORK

- .01 Hydrology studies of off-site areas which are not tributary to the project site.
- .02 Utility replacement and upgrade of underground facilities on public streets.
- .03 Any consultant not specifically identified.
- .04 Submittal and coordination with Caltrans, Fish and Game, Army Corps of Engineers, Flood Control or any agency other than the City or as specifically noted.
- .05 Submittal(s) fees.
- .06 Traffic Control Plans/Intersection Signal Design.
- .07 Construction staking services and grade verifications.
- .08 Boundary Survey.
- .09 Record of Survey.
- .10 ALTA/ASCM Land Title Survey.
- .11 Off-Site Improvements.
- .12 Utility line relocation or adjustments.
- .13 Improvements to joint facilities or any improvements related to Levi Stadium.
- .14 Environmental/EIR or biological services.
- .15 Relocation or undergrounding of power lines.
- .16 Easements: The abandonment, revising, or writing of easements is not included in this scope of work.
- .17 Geotechnical services during construction are excluded.
- .18 Acoustics.
- .19 Hazardous materials studies.
- .20 All street lighting, signalization, or temporary power design are excluded.
- .21 Community group meetings and/or workshops beyond those identified in the scope of work.
- .22 Planning Department Meetings/ documentation/ coordination.
- .23 Conditional Use Permit.
- .24 Enhanced Commissioning.
- .25 LEED certification and/or registration fees.
- .26 Permit, Plan Check, testing or any agency fees.
- .27 Rendering, flythrough, 3D graphics or other presentation, fund raising, or marketing material.
- .28 Any item not specifically noted as included in the Scope of Services.
- .29 Improvements to adjacent city streets.
- .30 Off-site engineering includes all areas outside the property line.
- .31 Special disciplines consultation services consisting of retaining, directing and

coordinating the work of special disciplines consultants identified from the following list or any other sources not listed, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:

- .1 Acoustics.
- .2 Audio-Visual.
- .3 Communications.
- .4 Computer Technology.
- .5 Construction Management.
- .6 Dry Utilities.
- .7 Ecology.
- .8 Economics.
- .9 Editorial.
- .10 Elevators/Escalators.
- .11 Environmental.
- .12 Fire Protection.
- .13 Food Service/Kitchen Design.
- .14 Geotechnical.
- .15 Methane.
- .16 Public Relations.
- .17 Reprographics.
- .18 Safety.
- .19 Security Systems Design & Engineering.
- .20 Soils/Foundations.
- .21 Parking/Parking Structure.
- .22 Transportation.
- .23 Enhanced Commissioning Agent.
- .24 Traffic Engineer.

AMENDMENT No. 1  
to the  
AGREEMENT FOR PROFESSIONAL SERVICES  
by and between the  
CITY OF SANTA CLARA, CALIFORNIA  
and  
LPA, INC.

**EXHIBIT B-1**

**ADDITIONAL SCHEDULE OF FEES**

Consultant's additional schedule of rates and fees below includes all billing amounts and costs and are "not to exceed" amounts in addition to the Original Agreement amounts.

	<b>Additional Scope of Services</b>	<b>Amount(s)</b>
1. YSP Field 2 replacement		
2. YSP Field 3 upgrade		
3. YSP Field 1 Stands		
4. Site Code Compliance		
	<b>Sub-total "Not to exceed:"</b>	<b>\$293,000</b>
5. Baseline studies	a) Initial Assessment	\$70,135
	b) Re-verification	\$29,075
	<b>Sub-total "Not to exceed:"</b>	<b>\$99,210</b>
6. Field Replacement	a) Construction oversight	\$46,800
	b) Contingency 10%	\$40,000
	<b>Sub-total "Not to exceed:"</b>	<b>\$86,800</b>
7. Contingency/Allowance	a) Reimbursable "Not to exceed"	<b>\$30,000</b>
<b>Total of Amendment No.1</b>		<b>\$509,010</b>
<b>Total Contract Amount</b>	<b>(\$765,500.00 + \$509,010.00 = )</b>	<b>\$1,274,510.00</b>

Consultant will be responsible for coordination of billing documentation and payment of sub-consultants on behalf of City for services by sub-consultants. Payments will be made only on valid invoice(s) giving an itemized accounting of actual time, materials and deliverable(s) provided, and as reviewed and approved by City, and not on a "lump sum percentage of completion" basis. In no event shall the total amount billed to City by Consultant for services under this agreement exceed Five Hundred Nine Thousand Ten Dollars (\$509,010.00) and subject to budget appropriations. Any items with a cost of over \$500 to be billed under "project contingency" or "general allowance" must be submitted to City in writing including the work justification and deliverables to be expected/received, estimated time to complete such work and billing rate for City review and approval in writing, in advance prior to start of work. The basic hourly rate will apply.

SCOPE OF SERVICES - REVISED 10-13-15  
CITY OF SANTA CLARA  
YOUTH SOCCER PARK FIELD REPLACEMENT  
LPA, INC.

8 - PROPOSED COMPENSATION

The following is the proposed compensation for the Scope of Services identified. The total dollar amount is an estimated fee based on an assumed construction cost of \$3,000,000.

1 - 4: Youth Soccer Park Fields 2 & 3 (Project 3180):	
Task 4a - c: Field Upgrade - Option B	\$ 293,000
1. Field Replacement	
2. Field Upgrade	
3. Field Stands	
4. Site Code Compliance	
Subtotal Items 1-4:	\$ 293,000

5): Expanded Scope (Fixed Fee):	
Task 1: Initial Assessment	\$ 70,135
Task 2: Reverification	\$ 29,075

Subtotal Item 5:	\$ 99,210
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6) Expanded Scope (Hourly)	
Task 3: Oversight - Option A	\$ 46,800
Task 5: General Allowance	\$ 40,000

Subtotal Item 7:	\$ 86,800
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7) Reimbursable Allowance (Contingency)	\$ 30,000
---	-----------

Subtotal Item 8:	\$ 30,000
------------------	-----------

Reimbursable expenses typically run approximately 5% of a total project fee. They include costs for reproduction, plotting, express mailing, delivery charges, mileage, travel, and overhead on consultant invoices.

9 - BASIC HOURLY RATE SCHEDULE

Principal	\$215.00
Senior Managing Director	\$195.00
Senior Project Director	\$180.00
Project Director	\$165.00
Senior Project Manager	\$150.00
Managing Professional	\$140.00
Senior Professional	\$125.00
Professional	\$115.00
Professional Staff	\$105.00
Intermediate Staff	\$95.00
Staff	\$85.00
Support Specialist	\$75.00
Clerical Staff	\$70.00
Intern	\$60.00

NOTE: These rates became effective January 1, 2013 and are subject to change without notice.

10 - PROPOSED CONSULTANT / DISCIPLINES

Architecture:	LPA
Landscape Architecture:	LPA
Civil:	LPA
Plumbing:	LPA
Structural	LPA
G-Max Testing:	Brock
Topographic Survey:	Guida Surveying
Utility San	GPSR
Cost Estimating:	Cumming Corp.
Irrigation:	Russ Mitchell & Associates

**AMENDMENT NO. 2  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.**

**PREAMBLE**

This agreement ("Amendment No. 2") is by and between LPA, Inc. a California corporation, with its principal place of business located at 60 South Market Street, Suite 150, San Jose, CA 95113 ("Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 2."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services By and Between The City of Santa Clara, California, and LPA, Inc.," dated February 10, 2015, (the "Original Agreement") for the purpose of developing and providing Youth Soccer Field and Athletic Facility Design and Engineering services at up to three sites; and
- B. The Parties amended the Original Agreement ("Amendment No. 1") dated October 27, 2015 to include additional scope of work related to replacement of Youth Soccer Park (YSP) Field 2, design conversion of YSP Field 3 to synthetic turf, and other site assessments and documentation of the existing YSP facility conditions; and
- C. The Parties now wish to amend the Original Agreement to include additional scope of work and supplemental fee specifically related to the Reed & Grant Street Sports Park Project site Planning Submittal, CEQA coordination, expanded project scope shown in the Reed & Grant Street Final Schematic Design and site program approved by Council on April 5, 2016, and to provide additional Project design and planning contingency.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. AMENDMENT PROVISIONS**

- A. That Exhibit A of the Original Agreement, entitled "Scope of Services" is hereby amended to include a new additional exhibit, Exhibit A-2, entitled "Supplemental Scope of Services" attached to this Amendment No. 2 and incorporated by reference.
- B. That Exhibit B of the Original Agreement, entitled "Schedule of Fees" is hereby amended to include a new additional exhibit, Exhibit B-2, entitled "Supplemental Schedule of Fees" attached to this Amendment No. 2 and incorporated by reference.

**2. TERMS**

All other terms of the Original Agreement and Amendment No. 1 which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and/or Amendment No. 1 and/or this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

**3. COUNTERPART/FACSIMILE SIGNATURE**


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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

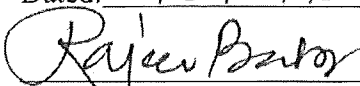
[Signature page follows.]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 2 shall become operative on the Effective Date first set forth above.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

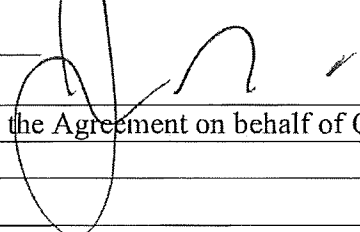
Dated: 10.12.16  
  
\_\_\_\_\_  
RAJEEV BATRA  
Acting City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

  
\_\_\_\_\_  
for ROD DIRIDON, JR.  
City Clerk

"CITY"

**LPA, INC.**  
**A CALIFORNIA CORPORATION**

Dated: 9.22.2016  
By:   
\_\_\_\_\_  
(Signature of Person executing the Agreement on behalf of Contractor)  
Name: Jon S. Mills, AIA  
Title: Chief Operating Officer  
Local Address: 60 South Market Street, Suite 150  
San Jose, CA 95113  
Email Address: aizadi@lpainc.com  
Telephone: (408) 780-7200  
Fax: (408) 780-7201

"CONSULTANT"

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**AMENDMENT NO. 2  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.**

**EXHIBIT A-2**

**SUPPLEMENTAL SCOPE OF SERVICES**

The Supplemental Services to be performed for the City by the Contractor under this Amendment No.2 are more fully described in the Contractor's proposal entitled, "Supplemental Scope of Work Pertaining to Planning Submittal, CEQA Coordination and Expanded Scope Santa Clara Youth Soccer Field & Athletic Facility Reed & Grant Sports Park, dated September 6, 2016." The purpose of the amendment is to address additional design service requirements specifically for the Reed & Grant Street Project site that were unknown at contract initiation. On April 5, 2016 Council approved the final schematic design and program for the proposed site and directed that the Project move forward through environmental review, design development and construction documentation. The additional services required are summarized below:

- Topographic survey for additional site(s)—Reed & Grant parcels;
- Address multiple field layouts and facility program requirements;
- Develop design & specifications for synthetic turf and natural grass turf and related site specific requirements;
- Develop design & specifications for added 1600 sq. ft. Community Building;
- Develop design & specifications for added Maintenance Building;
- Develop design and specifications for Dog Park Restroom Building & parking lot, & coordination of separate parcel and site conditions and restrictions;
- Coordinate Project environmental & soils consultants;
- Address site specific Soils Management Plan (SMP) requirements ;
- Deed restriction coordination & communication (DTSC);
- CEQA coordination;
- Geotechnical requirements;
- Site Specific Planning Dept. requirements;
- Project Clearance Committee (PCC) requirements;
- Additional PCC Meeting attendance;
- Site specific Storm Water requirements;
- Site specific utility requirements;
- Site specific multiple parcel coordination;
- Easement research & coordination.

The additional services, final deliverables and any use of contingency are subject to City review and City's sole and final approval. The City's determination of what constitutes a complete and acceptable submittal is final.



10000 Wilshire Blvd., Suite 200

San Jose, California 95128

Phone: (408) 253-1100  
Fax: (408) 253-1101

September 6, 2016

Mr. James Teixeira  
Director of Parks and Recreation  
**CITY OF SANTA CLARA**  
1500 Warburton Ave.  
Santa Clara, Ca. 95050

Re: Supplemental Scope of Work Pertaining to  
Planning Submittal, CEQA Coordination and Expanded Scope  
Santa Clara Youth Soccer Field and Athletic Facility  
Reed and Grant Sports Park  
LPA Project No. 14168.10

Dear Jim,

The following is a general review of the project effort and scope as of April 7, 2016.

**Existing Contract (Exhibit B or the Agreement):**

- A. Initial Work Plan:
  - a. Approved Fee: \$600,000 (6% of Proposed Construction Cost)
  - b. Expended as of March 2016: 15% or \$90,000 of this fee for preliminary efforts at Montague Park and the Schematic Design effort for Reed & Grant Sports Park
  - c. Remaining Fee: To be used for Reed and Grant Documentation.
- B. Community Outreach
  - a. Approved Fee: \$40,000
  - b. Expended as of March 2016: 100% for Montague Park Community Meetings
- C. Topographic Work:
  - a. Approved Fee: \$29,500
  - b. Expended as of March 2016: 100%.
    - i. Aerial Survey for Montague Park.
    - ii. Aerial Survey for Reed and Grant (portion of the overall cost).
- D. Additional Site(s) Conceptual Design and Cost Estimating Services: (\$40,000 per site for up to two additional sites):
  - a. Three Sites Evaluated.
  - b. Approved Fee: \$60,000
  - c. Expended as of March 2016: 65% or \$39,000.
  - d. Remaining Fee: \$21,000
  - e. Utilization: Remaining Fee to be used for Planning Department Submittal (POC) for Reed and Grant.
- E. Reimbursables and Project Contingency
  - a. Approved Fee: \$15,000
  - b. Expended as of March 2016: 97.9% or \$14,685.66.
  - c. Expenses: \$236.34 for printing of sets and related items.
  - d. Contingency: \$15,321.62 for aerial survey cost for Reed and Grant.
  - e. Remaining Effort: Ground Survey for Reed and Grant.

The above fees noted are general and represent billings through March only. Additional fees have been utilized and billed through July 2016 which are not reflected in the noted summary.





Mr. James Teixeira  
Santa Clara Youth Soccer Field and Athletic Facility  
Reed and Grant Sports Park  
Supplemental Scope and Work  
LPA Project No.: 14168.10

September 6, 2016  
Page 2

**Proposed Additional Services:**

- F. Planning Department Submittal:
- Proposed Fee: \$25,160
  - Reason for Expense: At the time of the proposal, no site was identified and as a result a Planning Department Submittal was excluded from LPA's scope. Per a meeting with the Planning Department on March 14, 2016, the City will require a Planning Department Submittal for the Reed and Grant Site. This fee will cover the development of a package required for that submittal. Per the meeting on April 12, 2016, the remaining fee (\$25,000) in the "Additional Site(s) Conceptual Design and Cost Estimating" task will be utilized for this effort. **As a result, no addition to the contract is required. This would be considered a reallocation of existing approved fees.**
- G. CEQA Coordination:
- Proposed Fee: \$5,000
  - Reason for Expense: At the time of the proposal, no site was identified and as a result a Planning Department Submittal was excluded from LPA's scope.
  - This fee is a preliminary budget allowance for LPA's efforts related to coordination with the City's Environmental Consultant in their development of CEQA related documents. It is anticipated this project will be a Mitigated Neg. Dec. and as such minimal documentation will be required. If a full EIR is required or if extensive coordination is requested, additional fees may be required.
- H. Expanded Project Scope:
- Proposed Fee: \$360,000 (8% of \$4.5 Million)
  - Reason for Expense: At the time of the proposal, no site was identified. The expanded scope, complexity and overall project cost at Reed and Grant exceeds the initial \$7.5 Million Construction Cost identified in LPA's original contract. The current Schematic Design Estimate prepared by Cummings dated April 4, 2016 identified the following costs with the addition of an preliminary allowance for "security" as requested in the April 5, 2016 City Council Meeting:
- |                              |               |
|------------------------------|---------------|
| i. Base Project:             | \$ 11,700,020 |
| ii. Synthetic Field Add Alt: | \$ 448,510    |
| iii. PV System:              | \$ 94,500     |
| iv. Security Allowance:      | \$ 100,000    |
| Total                        | \$ 12,343,030 |
- I. Additional Reimbursables and Project Contingency Allowance:
- Proposed Fee: \$50,000 - \$100,000
  - Reason for Expense: The initial Reimbursables and Project Contingency was almost entirely utilized for the aerial survey at Reed and Grant. No allocation remains for typical project reimbursables that may be required as plans and documents are developed. Per the meeting on April 12, 2016, we discussed a range of \$50,000 to \$100,000 to cover project reimbursables and to allow adequate contingency due to the complex nature of this project. The final dollar amount should be determined by the City based on the various City constraints and approval requirements.

**Summary:**

**Existing Contract**

	<u>Approved</u>	<u>Utilized</u>	<u>Remaining</u>
A. Initial Work Plan:	\$ 600,000	\$ 90,000	\$ 510,000
B. Community Outreach:	\$ 40,000	\$ 40,000	\$ 0
C. Topographic Survey:	\$ 29,500	\$ 29,500	\$ 0
D. Additional Sites Conceptual Design:	\$ 80,000	\$ 52,000	Reallocated
a. POC Package	Reallocated	\$ 25,160	\$ 2,840
E. Reimbursables and Contingency:	\$ 16,000	\$ 15,664	\$ 336
Total:	\$ 765,500	\$ 252,824	\$ 513,176



Mr. James Teixeira  
Santa Clara Youth Soccer Field and Athletic Facility  
Reed and Grant Sports Park  
Supplemental Scope and Work  
LPA Project No.: 14188.10

September 6, 2016  
Page 3

#### Proposed Additional Services

#### Pending Approval

F. Planning Submittal:	Reallocated
G. CEQA Coordination:	\$ 5,000
H. Expanded Project Scope:	\$ 360,000
I. Reimbursables and Contingency:	\$ 50,000
J. Supplemental Ground Survey:	\$7,010
Total:	\$ 422,010

The following are additional consultants not under LPA's contract which the City may directly engage for required services related to the development of documents for Reed and Grant. The fees noted below reflect a savings for the City by contracting directly with the respective consultants rather than processing through LPA.

Environmental related to Deed Restrictions:	\$33,800
CEQA - Environmental:	Pending

In addition to the construction costs noted in this letter, it is typical for the City to allow for 20% - 30% for project soft costs as part of an overall project budget. These costs can vary dramatically and may be directly affected by City policies, construction management, number and type of consultants, consultant costs, agency fees, testing requirements and other project influences. The actual percentage should be determined and finalized by the City.

In addition to the project soft and hard costs noted, LPA recommends specific design and project contingencies be budgeted for site specific variables associated with the project. Some potential project impacts may include but are not limited to the PCC process and requirements, parcel line related items, undergrounding of potential utility lines, soils management plan requirements, environmental testing, additional soils import or grading for testing related requirements, geotechnical and soils requirements, additional storm water requirements, off-site improvements, stakeholder requirements and other site specific or project related items.

The following is a brief summary of some of the expanded services:

- Topographic Survey for Reed and Grant
- Programmatic Requirements:
  - Synthetic Turf and related impacts
  - Community Building
  - Maintenance Building
  - Dog Park Restrooms
  - Dog Park Parking Area
- Environmental and Soils Coordination
  - Soils Management Plan Coordination
  - Deed Restriction Coordination
- CEQA Coordination
- Site Specific Soils Management Plan Requirements
- Geotechnical Requirements
- Site Specific Planning Requirements
- Project Clearance Committee (PCC) Requirements
- PCC Meetings
- Dog Park Parcel Coordination
- Site Specific Storm Water Requirements
- Site Specific Utility Requirements
- Synthetic Turf Requirements
- Multiple Parcel Coordination
- Easement Coordination



Mr. James Teixeira  
Santa Clara Youth Soccer Field and Athletic Facility  
Reed and Grant Sports Park  
Supplemental Scope and Work  
LPA Project No. 14168.10

September 6, 2016  
Page 4

Per City direction, we have completed the City Pre-Application Meeting and PDC Submittal and Recubmittal, completed the Design Development drawings and have assisted in the Environmental coordination. These expenditures are not reflected in the expenditure summaries noted above. Additionally, the cost estimate for the Design Development Set is currently being developed and will provide an update to the previously approved construction budget. Pending City approval, the expanded services noted in this document will allow documentation to continue and may allow the current approved schedule to be maintained.

Please do not hesitate to contact us if you have any questions or if we can provide any clarification that will assist you in your overall efforts.

Sincerely,

LPA, Inc.

Arash Izadi, ASLA, LEED® BD+C  
Associate  
Managing Director Landscape Architecture

Cc: Kevin Sullivan - LPA  
Patrick McClintock - LPA  
Corrie Lindsay - LPA

**AMENDMENT NO. 2  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.**

**EXHIBIT B-2**

**SUPPLEMENTAL SCHEDULE OF FEES**

In no event shall the total amount billed to City by Consultant for services under this Amendment No. 2 exceed Four Hundred Twenty Two Thousand and Ten Dollars (\$422,010.00) subject to budget appropriations, and total contract amount shall not exceed the revised total of One Million, Six Hundred and Ninety-Six Thousand and Five Hundred and Twenty Dollars (\$1,696,520.00).

<b>Amendment#2 Additional Scope</b>	<b>Description</b>	<b>Amount</b>
1. Planning Department Submittal	Reallocation of \$25,160 from potential additional sites to the Reed & Grant site	\$0.00
2. CEQA Coordination	Coordination of MND	\$5,000
3. Expanded Project Scope	Supplemental Scope (8% of additional Project construction scope \$4.5 million) includes expanded building scope, synthetic field systems, PV, Security allowance. (Note: original scope & fee based on 8% of initial construction budget \$7.5million.)	\$360,000
4. Supplemental Ground Survey		\$7,010
5. Additional Reimbursables & Project Contingency		\$50,000
<b>Total of Amendment No.2</b>		<b>\$422,010</b>
<b>Contract Summary</b>		
Original Agreement	Initial scope & design for up to three sites	\$765,500
Total of Amendment No.1	Youth Soccer Park Field Project scope addition	\$509,010
Total of Amendment No. 2	Reed & Grant Street site specific additional	\$422,010
Total Contract Amount		\$1,696,520

- Consultant will be responsible for coordination of billing documentation and payment of sub-consultants on behalf of City for services by sub-consultants.
- Payments will be made only on valid invoice(s) giving an itemized accounting for work actually completed as reviewed and approved in advance by City.
- Any item with a cost of over \$500 to be billed under "project contingency" must be submitted to City in writing including the work justification and deliverables to be expected/received, estimated time to complete such work and a billing rate for City review and approval in writing, in advance prior to start of work. The basic hourly rates for the contract will apply.

**AMENDMENT NO. 3  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.**

**PREAMBLE**

This agreement ("Amendment No. 3") is by and between LPA, Inc. a California corporation, with its principal place of business located at 60 South Market Street, Suite 150, San Jose, CA 95113 ("Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 3."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services By and Between The City of Santa Clara, California, and LPA, Inc.," dated February 10, 2015, (the "Original Agreement") for the purpose of developing and providing Youth Soccer Field and Athletic Facility Design and Engineering services at up to three sites;
- B. The Parties amended the Original Agreement ("Amendment No. 1") on October 27, 2015 to include additional scope of work related to replacement of Youth Soccer Park (YSP) Field 2, design conversion of YSP Field 3 to synthetic turf, and other site assessments and documentation of the existing YSP facility conditions;
- C. The Parties amended the Original Agreement ("Amendment No. 2") on October 12, 2016 to include additional scope of work and fee related to the Reed & Grant Street Sports Park Project site, and
- D. The Parties now wish to amend the Original Agreement, as amended by Amendments No. 1 and No. 2 (Original Agreement as Amended), to extend the length of the agreement through the construction period of the Reed & Grant Streets Sports Park Project anticipated to be completed by December 31, 2019.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. AMENDMENT PROVISION**

- A. That Paragraph number 2 of the Original Agreement, as Amended entitled "Term of Agreement" is hereby amended by extending the termination date to December 31, 2019.

**2. TERMS**

All other terms of the Original Agreement as Amended, which are not in conflict with the provisions of this Amendment No. 3 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement, and/or Amendment No. 1, and/or Amendment No. 2, and/or this Amendment No. 3, the provision of this Amendment No. 3 shall control.

**3. COUNTERPART/FACSIMILE SIGNATURE**

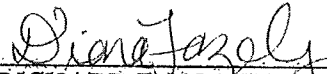
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

[Signature page follows.]


The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 3 shall become operative on the Effective Date first set forth above.

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

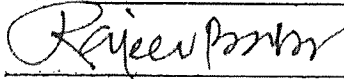
APPROVED AS TO FORM:

  
PK RICHARD E. NOSKY, JR.  
City Attorney

ATTEST:


  
ROD DIRIDON, JR.  
City Clerk

Dated: 12.16.16

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

"CITY"

**LPA, INC.**  
**A CALIFORNIA CORPORATION**

Dated:  12.8.16

By:

(Signature of Person executing the Agreement on behalf of Contractor)

Name: Robert O Kupper

Title: CEO

Local Address: 60 South Market Street, Suite 150

San Jose, CA 95113

Email Address: aijadi@lpainc.com

Telephone: (408) 780-7200

Fax: (408) 780-7201

"CONSULTANT"

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**AMENDMENT NO. 4  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.  
FOR  
ADDITIONAL YOUTH SOCCER AND ATHLETIC FACILITIES PROJECT**

**PREAMBLE**

This agreement ("Amendment No. 4") is by and between LPA, Inc., a California corporation, with its principal place of business located at 5161 California Avenue, Suite 100, Irvine, CA 92617 ("Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 4."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services by and between City of Santa Clara, California and LPA, Inc.", dated February 10, 2015 (the "Original Agreement") for the purpose of Consultant providing community outreach, consensus building, and feasibility for inclusion of soccer fields and athletic facilities at up to three undetermined sites, the development of conceptual and schematic plans, Project Clearance Committee and Building Approval, Plans/Specifications/Cost Estimate (PS&E), and Bid/Award/Construction/Post-Construction Services for the Capital Improvement Project (CIP) #3177 "Additional Youth Soccer and Athletic Facilities Project (Project)";
- B. The Original Agreement was previously amended by: Amendment No. 1, dated October 27, 2015 to include an additional scope of work and fee related to CIP #3180 replacement of Youth Soccer Park (YSP) Field 2, the addition of Plans/Specifications/Cost Estimate (PS&E) for the conversion of YSP Field 3 from natural grass to synthetic turf, and YSP site facility condition assessment and documentation prior to Super Bowl use; Amendment No. 2, dated October 12, 2016 to include additional scope of work and fee for the updated Reed & Grant Street Schematic Design approved by Council on April 5, 2016, update of the Planning Submittal, and CEQA coordination; and, Amendment No. 3, dated December 16, 2016 to extend the term of the agreement through the construction period. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and,
- C. The Parties now wish to amend the Original Agreement as Amended by this Amendment No. 4 to add additional scope of work, fee and term related to the inclusion of additional parcel to the Project, improvements at the Raymond Gamma Dog Park, improvements along the Project's street frontage, added pedestrian, signage and traffic improvements at Lafayette Blvd. and Reed Street, and safety and security improvements along the railroad side of the Project.

The Parties agree as follows:

## **AGREEMENT PROVISIONS**

### **1. AMENDMENT PROVISIONS**

That Section 2 of the Original Agreement as Amended, entitled "Term of Agreement" is hereby amended to read as follows:

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 the Effective Date of this Agreement and terminate on **December 31, 2021**.

### **2. AMENDMENT PROVISIONS**

That Exhibit A of the Original Agreement as Amended, entitled "Scope of Services," is hereby amended to include a new additional exhibit, Exhibit A-3, attached to this Amendment No. 4 and incorporated by reference:

### **3. AMENDMENT PROVISIONS**

That Exhibit B of Original Agreement as Amended is hereby amended by to include a new additional exhibit, Exhibit B-3, attached to this Amendment No. 4 and incorporated by reference:

### **4. TERMS**

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 4 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

### **5. COUNTERPART/FACSIMILE SIGNATURE**

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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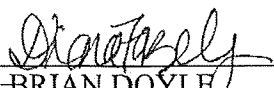
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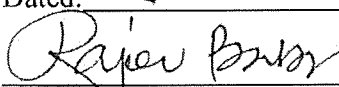
The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 4 shall become operative on the Effective Date first set forth above.

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

APPROVED AS TO FORM:

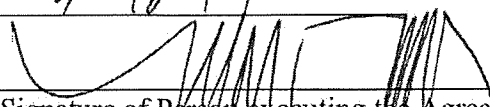
  
BRIAN DOYLE  
Interim City Attorney

ATTEST:   
ROD DIRIDON, JR.  
City Clerk

Dated: 6.6.17  
  
RAJEEV BATRA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: 1-408-615-2210  
Fax: 1-408-241-6771

"CITY"

**LPA, INC.**  
California Corporation

Dated: 9.18.17  
By:   
(Signature of Person executing the Agreement on behalf of Consultant)  
Name: James Kelly  
Title: Executive Vice President  
Local Address: 60 South Market Street, Suite 150  
San Jose, CA 95113  
Email Address: jkelly@lpainc.com  
Telephone: 1-408-780-7200  
Fax: 1-408-780-7201

"CONSULTANT"

**AMENDMENT NO. 4  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND LPA, INC.**

**Exhibit A-3**

Consultant shall coordinate and prepare 100% PS&E and Bid documents and to provide Bid, Award, Construction, and Post-Construction support services for the following:

- 8) Topographic Survey: Perform topographic survey for the entire Dog Park, including its frontage, and Lafayette-Reed intersection, including its four corners.
- 9) California Multiple Award Schedules (CMAS) Agreement Coordination: Provide needed supporting documents and coordination with FieldTurf for City's CMAS Agreement to produce Owner Provided-Contractor Installed artificial turf item for the Project.
- 10) Dog Park Turf Replacement Estimate: Provide Engineering Cost Estimate for potential design and replacement of the Dog Park's natural turf with artificial turf.
- 11) Dog Park Lighting and Security: Design for Dog Park's lighting and security camera. Consultant shall design for minimum luminance equivalent of 1-foot candle for the entire Dog Park. Dog Park's security camera shall be incorporated into the Reed-Grant Sports Park's security camera system.
- 12) Dog Park Chain-link Fence and Sign Relocation: Design for additional 90' x 6' and 100' x 8' chain-link fence at the back of the Dog Park and relocate frontage sign to comply with City's Driveway's Triangle of Safety.
- 13) Street Frontage improvements & Additional Curb/Gutter/Sidewalk/Driveway: Design for additional curb, gutter, sidewalk, and driveway to provide a complete pedestrian/ADA pathway and drainage from southeast corner of Lafayette-Reed intersection to Project's Reed Street and Grant Street frontage.
- 14) Underground Electric Conduits: Design for underground electric conduits and pull boxes system along the Project's Reed Street and Grant Street frontage, including the frontage of 760 – 770 Reed Street, Dog Park, and southeast corner of Lafayette-Reed intersection, per City's Electric Department's requirements.
- 15) Restricted Parking Zone: Design for restricted on-street parking zone from southeast corner of Lafayette-Reed intersection to Project's Reed Street and Grant Street frontage including signage.
- 16) Power Pole/Anchor Wire Relocation: Design for the relocation of power pole and anchor wires of the power line running east-west from Dog Park to Reed-Grant Sports Park.

- 17) CMU Wall: Design for a 8' high CMU wall along railroad property line. Consultant shall design CMU with landscape buffer for appropriate landscape on both sides of the wall to specifically discourage graffiti.
- 18) Lafayette-Reed Traffic Signal Modification: Design for the traffic signal modification at Lafayette Street-Reed Street intersection for pedestrian and ADA improvements. Work shall include all needed new and/or relocation of traffic signal infrastructure and installation of ADA curb ramps at northwest and southeast corner of the intersection and at northeast pork-chop island, crosswalk on the east side of the intersection, and signage and striping."

**AMENDMENT NO. 4  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND LPA, INC.**

**Exhibit B-3**

**A) CONTRACT PAYMENT AMOUNTS:**

The total payment to the Consultant for all work in this Amendment No. 4 shall be Ninety-Seven Thousand Six Hundred Forty Dollars (\$97,640), plus Contingency/Additional Services in the amount of Thirty Thousand Eight Hundred Forty Dollars (\$30,840).

Billing shall be on a monthly basis, for each task completed proportionate to the services performed.

In no event shall the amount billed to City by Consultant for services under this Original Agreement as Amended exceed One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000) (\$765,500 Original Contract + \$509,010 Amendment #1 + \$422,010 Amendment #2 + \$128,480 Amendment #4), subject to budget appropriations.

**B) ADDITIONAL SERVICES:**

Additional Services shall be provided at the fixed hourly rates shown below in Section D, PAY RATE SCHEDULE, or at a negotiated price advantageous to the City, agreed upon in advance. Additional Services are allowed only if written proposal is received, reviewed and written authorization is given by the Director of Parks & Recreation Department in advance of the work to be performed. Additional Services shall not exceed \$30,840 without approval by the City.

**C) PAYMENT SCHEDULE:**

Compensation shall be in proportion to services rendered and shall be billed monthly as percentages of completion for each task listed below. Fees shall be lump sum and not-to-exceed per task as listed below:

Task	Amount
8) Topographic Survey	\$17,425
9) CMAS Agreement Coordination	\$3,000
10) Dog Park Turf Replacement Estimate	\$8,595
11) Dog Park Lighting & Security	\$9,150
12) Dog Park Chain-link Fence & Sign Relocation	\$1,500
13) Underground Electric Conduits	\$3,105
14) Additional Curb/Gutter/Sidewalk/Driveway	\$7,500
15) Restricted Parking Zone	\$600
16) Power Pole/Anchor Wire Relocation	\$1,215
17) CMU Wall	\$13,300
18) Lafayette-Reed Traffic Signal Modification	\$32,250

<b>TOTAL (not-to-exceed)</b>	<b>\$97,640</b>
------------------------------	-----------------

D) PAY RATE SCHEDULE:

<b>LPA, Inc. – Architect</b> 5161 California Avenue, Suite 100 Irvine, CA 92617	
<b>Name/Title</b>	<b>Rate/Hour</b>
Principal	\$215
Senior Managing Principal	\$195
Senior Project Director	\$180
Project Director	\$165
Senior Project Manager	\$150
Project Manager	\$140
Senior Professional	\$125
Professional	\$115
Support Specialist	\$75
Clerical Staff	\$60

<b>Fehr &amp; Peers – Transportation Engineer</b> 160 W Santa Clara Street, Suite 675 San Jose, CA 95113	
<b>Name/Title</b>	<b>Rate/Hour</b>
Associate Engineer	\$220
Transportation Engineer I	\$120
Transportation Engineer II	\$135
CAD Technician	\$145
Administrative Assistant	\$120

<b>Guida Surveying, Inc. – Surveyors</b> 9241 Irvine Boulevard, Suite 100 Irvine, CA 92618	
<b>Name/Title</b>	<b>Rate/Hour</b>
Senior Project Manager	\$195
Project Manager/Land Surveyor	\$165
Project Surveyor	\$145
CAD Drafter/Chainman	\$125
Three Person Field Crew	\$365
Two Person Field Crew	\$265
One Person Field Crew	\$175
Clerical Staff	\$80

**AMENDMENT NO. 5  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
LPA, INC.  
FOR  
ADDITIONAL YOUTH SOCCER AND ATHLETIC FACILITIES PROJECT**

**PREAMBLE**

This agreement ("Amendment No. 5") is by and between LPA, Inc., a California corporation, with its principal place of business located at 5161 California Avenue, Suite 100, Irvine, California 92617 ("Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 5."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services by and between City of Santa Clara, California and LPA, Inc.", dated February 10, 2015 (the "Original Agreement") for the purpose of Consultant providing community outreach, consensus building, and feasibility for inclusion of soccer fields and athletic facilities at up to three undetermined sites, the development of conceptual and schematic plans, Project Clearance Committee and Building Approval, Plans/Specifications/Cost Estimate (PS&E), and Bid/Award/Construction/Post-Construction Services for the Capital Improvement Project (CIP) #3177 "Additional Youth Soccer and Athletic Facilities Project (Project)";
- B. The Original Agreement was previously amended by: Amendment No. 1, dated October 27, 2015, to include an additional scope of work and fee related to CIP #3180 replacement of Youth Soccer Park (YSP) Field 2, the addition of Plans/Specifications/Cost Estimate (PS&E) for the conversion of YSP Field 3 from natural grass to synthetic turf, and YSP site facility condition assessment and documentation prior to Super Bowl use; Amendment No. 2, dated October 12, 2016, to include additional scope of work and fee for the updated Reed & Grant Street Schematic Design approved by Council on April 5, 2016, update of the Planning Submittal, and CEQA coordination; and, Amendment No. 3, dated December 16, 2016, to extend the term of the agreement through the construction period, and, Amendment No. 4 dated June 6, 2017, to add additional scope of work, fee and term related to the inclusion of additional parcel to the Project, improvements at the Raymond Gamma Dog Park, improvements along the Project's street frontage, added pedestrian, signage and traffic improvements at Lafayette Blvd. and Reed Street, and safety and security improvements along the railroad side of the Project. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and,



- C. The Parties now wish to amend the Original Agreement as Amended by this Amendment No. 5 to add additional scope of work, fee and term related to the revision of plans and specifications to include the City specified Field Turf system selected by the Council Ad Hoc Committee on Youth Sports and Athletic Facilities and recommended by the Parks & Recreation Commission, removal of references to a "CMAS procurement process; to provide synthetic turf detail and specifications for Parks and Recreation facilities using synthetic turf, and revision of electrical plans for Silicon Valley Power alterations at the Project site." and incorporated by reference.

The Parties agree as follows:

## **AGREEMENT PROVISIONS**

### **1. AMENDMENT PROVISIONS**

That Section 2 of the Original Agreement as Amended, entitled "Term of Agreement" is hereby amended to read as follows:

"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 the Effective Date of this Agreement and terminate on **December 31, 2021.**"

### **2. AMENDMENT PROVISIONS**

That Exhibit A of the Original Agreement as Amended, entitled "Scope of Services," is hereby amended to include Exhibit A-4 "Additional Scope of Services," attached hereto and incorporated by reference.

### **3. AMENDMENT PROVISIONS**

That Fee Schedule of the Original Agreement as Amended, entitled "Fee Schedule," is hereby amended to include Exhibit B-4 "Additional Fee Schedule," attached hereto and incorporated by reference

### **4. TERMS**

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 5 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 5, the provisions of this Amendment No. 5 shall control.

### **5. COUNTERPART/FACSIMILE SIGNATURE**

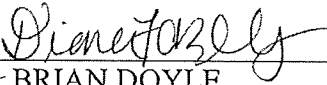
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

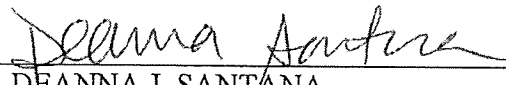
The Parties acknowledge and accept the terms and conditions of this Amendment No. 5 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 4 shall become operative on the Effective Date first set forth above.

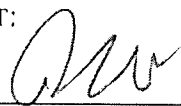
**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 12.21.17

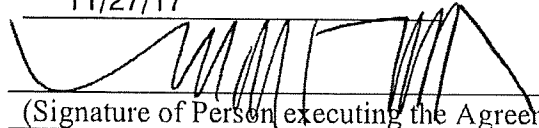
  
BRIAN DOYLE  
Interim City Attorney

  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: 1-408-615-2210  
Fax: 1-408-241-6771

ATTEST:   
ROD DIRIDON, JR.  
City Clerk

“CITY”

**LPA, INC.**  
California Corporation

Dated: 11/27/17  
By:   
(Signature of Person executing the Agreement on behalf of Consultant)  
Name: James Kelly  
Title: Executive Vice President  
Local Address: 60 South Market Street, Suite 150  
San Jose, California 95113  
Email Address: jkelly@lpainc.com  
Telephone: (408) 780-7200  
Fax: (408) 780-7201

“CONSULTANT”

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**AMENDMENT NO. 5  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND LPA, INC.**

**Exhibit A-4  
Additional Scope of Work**

Consultant shall coordinate and prepare 100% PS&E and Bid documents and to provide Bid, Award, Construction, and Post-Construction support services for the following:

- 19) Revise Reed and Grant Street Sports Park plans and specifications to include the City specified Field Turf system as a City Standard (as previously established by the Ad Hoc Committee on Youth Sports and Athletic Facilities and recommended by the Parks & Recreation Commission) and remove references to "CMAS procurement process."
  - a. Remove CMAS notations from the construction details L5.02, L5.03 L5.08 & L5.10 (15 details) and provide newly revised details.
  - b. Remove CMAS notations from the materials plans L0.01, L0.02, L1.01, L1.02, L1.03 & L1.04 and provide newly revised sheets.
  - c. Revise grading plans C0.02, C2.11, C2.12, C2.13, C2.14 removing Top of Base information and providing related new elevations.
  - d. Provide specifications for Field Turf synthetic turf system.
  - e. City Standard Division 01 coordination for Synthetic Turf Revisions.
- 20) Provide Synthetic Turf Detail and Specifications for Synthetic Turf to follow the City standard Parks and Recreation format.
  - a. Provide One Detail and associated Specifications for the selected Field Turf Synthetic Turf system to match P&R sample detail provided.
- 21) Revise electrical plans for SVP alterations at the Project site." attached to this Amendment No. 5 and incorporated by reference.
  - a. Adjustments to electrical plans for SVP alterations.
  - b. Provide all new Utility plans C8.03, C3.01, C3.02, C3.03, C3.04 incorporating SVP updates and private entity infrastructure.
- 22) Additional services to be determined by City, provided a written proposal is received by City and approved in advance.
  - a. Late expanded City review/revisions/comment and changes
  - b. .Bidding and Construction Administration plan revision contingency
  - c. Additional reimbursable and miscellaneous contingency.

**AMENDMENT NO. 5  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND LPA, INC.**

**Exhibit B-4  
Additional Fee Schedule**

**A) CONTRACT PAYMENT AMOUNTS:**

The total payment to the Consultant for all work in this Amendment No. 5 shall be One Hundred Fifty-Six Thousand Dollars (\$156,000), plus Contingency/Additional Services in the amount of Fourteen Thousand Dollars (\$14,000).

Billing shall be on a monthly basis, for each task completed proportionate to the services performed.

In no event shall the amount billed to City by Consultant for services under this Original Agreement as Amended exceed One Million Nine Hundred Ninety-Five Thousand Dollars (\$1,995,000) (\$765,500 Original Contract + \$509,010 Amendment No. 1 + \$422,010 Amendment No. 2 + \$128,480 Amendment No. 4 + \$170,000 Amendment No. 5), subject to budget appropriations.

**B) ADDITIONAL SERVICES (Amendment No. 5):**

Additional Services shall be provided at the fixed hourly rates shown in Amendment No. 4, Section D, PAY RATE SCHEDULE, or at a negotiated price advantageous to the City, agreed upon in advance. Additional Services are allowed only if written proposal is received, reviewed, and written authorization is given by the Director of Parks & Recreation Department in advance of the work to be performed.

**C) PAYMENT SCHEDULE:**

Compensation shall be in proportion to services rendered and shall be billed monthly as percentages of completion for each task listed below. Fees shall be lump sum and not-to-exceed per task as listed below:

<b>Task</b>	<b>Amount</b>
19) CMAS Revisions/Removal	\$46,200
20) Park and Recreation Standard Detail Task	\$6,600
21) SVP Revisions Task	\$13,200
<b>SUB-TOTAL</b>	<b>\$66,000</b>
22) Contingency/Additional Services	<b>\$104,000</b>
a. Late expanded City review/revisions/comment changes	\$50,000
b. Bidding and Construction Administration plan revision contingency	\$40,000
c. Additional reimbursable and miscellaneous contingency	\$14,000
<b>TOTAL Amendment No. 5 (Not-To-Exceed)</b>	<b>\$170,000</b>

**AMENDMENT NO. 6  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
LPA, INC.**

**PREAMBLE**

This agreement ("Amendment No. 6") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and LPA, Inc., a California 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. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services by and between City of Santa Clara, California and LPA, Inc.", dated February 10, 2015 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated October 27, 2015, Amendment No. 2, dated October 12, 2016, Amendment No. 3, dated December 16, 2016, Amendment No. 4, dated June 6, 2017, Amendment No. 5, dated December 21, 2017, and is again amended by this Amendment No. 6. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide community outreach, feasibility analysis of three sites, the development of architectural and landscape plans, specifications and cost estimate, bid and construction services for the Capital Improvement Project #3177 "Additional Youth Soccer and Athletic Facilities Project (Project), as well as expansion of the initial Project scope of work to include a Youth Soccer Park Field #2 rehabilitation, changes to the procurement of synthetic turf, changes to electrical plans, addition of a dog park restroom and paved parking lot, the improvement of an additional parcel purchased by City, improvements along the Project's street frontage, added pedestrian, signage and traffic improvements at Lafayette Blvd. and Reed Street, and safety and security improvements along the railroad side of the Project. The Parties now wish to amend the Agreement as Amended to include additional construction and post construction services.

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NOW, THEREFORE, the Parties agree as follows:

### AMENDMENT TERMS AND CONDITIONS

1. Section "Exhibit A-4" of the Agreement as Amended, entitled "Scope of Services" is amended to read as follows by adding:

"23. a) Additional Construction Support Services through the end of July 2020. Includes answering additional requests for information (RFI), review of submittals from contractor, providing responses and recommendations on behalf of and in consultation with the Public Works Department of the City, developing punch lists to substantial completion, re-check of building work of multiple engineering disciplines.

23. b) Contingency for Construction Support Services.

23. c) Optional services at City's sole discretion: Allowance for "As-Built" drawings (i.e. CADD record drawings).

2. Section "Exhibit B-4" of the Agreement as Amended, entitled "Fee Schedule," is amended to read as follows:

"Task 23. a) Additional Construction Support Services \$34,000;

Task 23. b) Contingency for Construction Support Services \$16,000;

Task 23. c) Allowance for optional services \$45,000."

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 6, the provisions of this Amendment No. 6 shall control.

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 6 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:

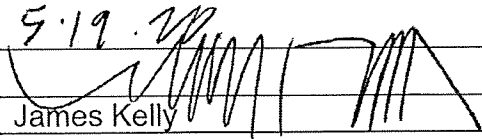
Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**LPA, INC.**  
a California corporation

Dated: 5.19.20  
By (Signature):   
Name: James Kelly  
Title: Executive Vice President  
Principal Place of  
Business Address: 60 South Market Street, Suite 150; San Jose CA 95113  
Email Address: jkelly@lpainc.com  
Telephone: (408) 780-7200  
Fax: (408) 780-7201

"CONTRACTOR"

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