## AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND DILLINGHAM ASSOCIATES LANDSCAPE ARCHITECTS

#### PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Dillingham Associates Landscape Architects, a California Sole Proprietorship, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

#### RECITALS

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

The Parties agree as follows:

#### AGREEMENT TERMS AND CONDITIONS

#### 1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Project Timeline

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

## 2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on August 27, 2018 and terminate on September 1, 2019.

## 3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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

#### 4. WARRANTY

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

## 5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

professional standards of a specialist in the same discipline in the State of California.

### 6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Sixty Thousand Two Hundred Dollars (\$60,200.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## 7. TERMINATION

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

## 8. ASSIGNMENT AND SUBCONTRACTING

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

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

## 9. NO THIRD PARTY BENEFICIARY

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

#### 10. INDEPENDENT CONTRACTOR

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

## 11. CONFIDENTIALITY OF MATERIAL

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

#### 12. OWNERSHIP OF MATERIAL

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

## 13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

## 14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.
- B. To the extent permitted by law, Contractor agrees to protect, defend, indemnify, and hold harmless City, its City Council, commissions, officers, employees, volunteers and agents from and against any employmentrelated claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such employment-related claim or other action, and whether sounding in law, contract, tort, or equity, brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought, and shall expressly include passive or active negligence by City. However, the obligation to indemnify set forth in this paragraph shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

## 15. INSURANCE REQUIREMENTS

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

## 16. WAIVER

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

#### 17. NOTICES

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

City of Santa Clara Attention: Parks & Recreation Department 1500 Warburton Avenue Santa Clara, CA 95050 and by e-mail at parksandrecreation@santaclaraca.gov, and manager@santaclaraca.gov

And to Contractor addressed as follows:

Dillingham Associates Landscape Architects 2927 Newbury St. Suite B Berkeley, CA 94703 and by e-mail at Reed@dillinghamlandarch.com

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

## 18. COMPLIANCE WITH LAWS

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

### 19. CONFLICTS OF INTEREST

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

## 20. FAIR EMPLOYMENT

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

## 21. NO USE OF CITY NAME OR EMBLEM

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

#### 22. GOVERNING LAW AND VENUE

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

### 23. SEVERABILITY CLAUSE

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

#### 24. AMENDMENTS

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

#### 25. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

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

Approved as to Form:

BRIAN DOYLE

**City Attorney** 

Dated:	2/27(K
	AAA
P	DEANNA J. SANTANA

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

"CITY"

# DILLINGHAM ASSOCIATES LANDSCAPE ARCHITECTS

a sole proprietorship

Dated:	SEPTEMBER 7, 2018
By (Signature):	Mi- ull main
Name:	Reed Dillingham
Title:	Owner
Principal Place of	김 사람 소리가 가지 않는 것 같아. 아이들 것 같아.
Business Address:	2927 Newbury Street, Berkeley, CA 94703
Email Address:	reed@dillinghamlandarch.com
Telephone:	510) 548-4700
1. (1.) · · · · · · · · · · · · · · · · · · ·	510) 548-4700 (510) 548-0265 "CONTRACTOR"

# EXHIBIT A SCOPE OF SERVICES

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

## Project Background.

The Raymond G. Gamma Dog Park (Dog Park) will have a new parking lot and restroom facility constructed as part of the adjacent Reed & Grant Street Sports Park Project between August 2018 and August 2019.

The proposed Dog Park Improvement Project will provide community input and design options for Parks & Recreation Commission (PRC) and Council consideration, and if approved, design plans and specifications for operation and maintenance improvements focused on Dog Park (Primary Design Improvements): (a) turf improvements in the large and small dog areas to reduce or remove existing berms and replace with natural turf or design a lower maintenance synthetic turf replacement; (b) entry pathway and year round access improvements inside of each dog enclosure/area to provide DG, concrete or other surface improvements at entries and seating areas; (c) community input on the incorporation of an additional area next to the small dog area and railroad tracks to provide additional dog friendly improvements such as an agility course, ball retrieval, or other activities, along with safety buffer and park security along fence line; and, (d) various landscape improvements such as additional shade trees, hedges, etc. All design options shall be efficient and effective solutions to achieve low construction, maintenance and operating costs as well as ease of integration into and connectivity with the existing construction plans for the Sports Park.

#### Contractor will:

#### A. Initiate Project and Develop Conceptual Design Options/Plans

1. Attend a project kick-off meeting with the City.

Review all data pertinent to the project provided by the City including original construction drawings, as-built, utility plans and topographic survey.

2. Visit the project site and complete a visual inventory of the existing conditions.

3. Prepare for and attend one review meeting with staff & User Group(s).

4. Work with City to develop Community Input Survey with questions and images focusing on Primary Design Improvements.

5. Prepare a conceptual plan for the Improvements.

6. Prepare for and attend one (1) review meeting with staff to evaluate and incorporate public input comments, and develop Project next steps.

7. Prepare presentation for and attend one (1) PRC meeting (for a recommendation to Council).

8. Refine Design and Costs consistent with PRC recommendation.

9. Prepare presentation for and attend one (1) Council meeting.

### B. Prepare Plans, Specifications and Construction Cost Estimate (PS&E) Documents - 75% Submittal Package

1. Upon City approval of Conceptual Plan, meet with Parks & Recreation Department and Public Works Department to assure coordination of PS&E plan set with the existing Sports Park Plans & Specifications and determine the sheets and detail needed for submittal review and approval by City. Prepare

2. The Plans will provide the following (at a minimum):

a) Cover Sheet

b) Existing Conditions Plan

c) Erosion and Sediment Control Plan

d) Demolition & Grading Plan

e) Access Plan (ADA compliant path of travel) to connect with adjacent parking lot and entry under construction by O.C. Jones.

f) Materials/Layout Plan

g) Construction Details (including wet and dry utilities if needed).

3. Draft Technical Specifications.

4. Preliminary Statement of Probable Construction Costs.

5. Complete in-house Redline/Review Quality Control process.

6. Provide one set of the PS&E package to City staff for review.

7. Attend City staff review meeting to present and review the submittal package.

8. Coordinate work as required with the City staff.

## C. Construction Documents

100% Bid Submittal

1. Review 75% submittal comments from City and incorporate into the final construction

document package.

2. Develop drawings and details completed to a 100%/Bid construction document level.

3. Technical Specifications

4. Statement of Probable Construction Costs

5. Complete In-house Redline / Review Quality Control process.

6. Submittal preparation and email of PDF and DWG versions of the

complete 100% improvement plan package, specifications and cost estimate to the City for reproduction and potential bidding.

7. Coordinate the work as required with the City staff.

## D. Construction Administration: (on a Time & Materials basis, upon request)

1. Construction Administration, submittal review, and site construction observation and conformance with approved Plans.

# EXHIBIT B SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

Contract amount is a "not to exceed" \$60,200 that includes a contingency of \$18,940, for items requested in writing in advance by City or proposed by Contractor for review by City, and if approved, a written notice to proceed on approved items will be given by City.

Phase		Amount
А.	Community Input and Conceptual Design Phase	\$16,555
В.	Construction Documents 75% Design submittal	\$14,105
C.	Construction Documents 100% Design submittal	\$10,100
D.	Construction Administration (T&M*)	*
Sub Total		\$40,760
E.	Contingency	\$18,940
F.	Reimbursable	\$500
Total		\$60,200

*Hourly Personnel Charges & Rates	
Principal	\$200
Senior Landscape Architect	\$150
Landscape Architect	\$135
Landscape Technician	\$120
Draftsperson	\$105
Clerical	\$70
Sub consultants, reproductions, final reports, printing and binding, courier charged at 1.10 times actual cost	
Travel outside of Bay Area charged at \$0.54 per mile	

## EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

#### A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

#### B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, 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, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) 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 Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
- 3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

## D. 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. <u>Additional Insureds</u>. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
- 2. <u>Primary and non-contributing</u>. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

## 3. <u>Cancellation</u>.

- 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. <u>Other Endorsements</u>. 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 D of this Exhibit C, above.

## E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

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

## F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide 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. Contractor 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.

#### G. EVIDENCE OF COMPLIANCE

Contractor 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, Contractor 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. Box 100085 – S2 or 1 Ebix Way Duluth, GA 30096 John's Creek, GA 30097

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

#### H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor 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.

## EXHIBIT D PROJECT TIMELINE

#### Schedule for Landscape Architectural Services Raymond G. Gamma Dog Park

Α	Conceptual Design Phase	August -September
	Kick-off meeting with City staff Schedule public meetings	August 27
	Site visit	August 27
	Prepare pre-conceptual cost estimate and project budge	August 28
	Prepare publc outreach materials	August 29
	Research other dog parks, materiala and other data	August 16
	Conduct public meeting #1	August 22 +/-
	Review results of meetings with City staff (telephone)	September 6
	Prepare conceptual plan diagrams for review with City	September 11
	Prepare Community Input Survey questions and Images	September 12
	Prepare revised cost estimate based on plan diagrams	September 13, 2018
	Review results of public meeting with City staff by telephone	October 2, 2018
	Attend City Parks and Recreation Commission meeting	October 16, 2018
	Revise plans, documents and estimates as appropriate	November 1
	Attend City Council meeting	November 13, 2018
	Prepare final plan and cost estimate.	November 26, 2018
B	Coordinate with engineers as needed	November December
	Prepare detailed plan	November 26, 2018
	Review plan with City P&R, PW, and other City Depts	November 26, 2018
	Revise plan and cost estimate based on City comments.	November 26, 2018
	Prepare revised base plan for construction documents	November 26, 2018
	Prepare 75-percent construction documents	December 3, 2018
	Prepare / update cost estimate to 75-percent document	December 3, 2018
	Submit 75-percent documents to City for review	January 2, 2019
	Meet with City staff to review 75% comments and issues	January 2, 2019
С	Prepare 100-percent documents	January 2019
	Prepare bid schedule and other related documents	January 8, 2019
D	Bidding and Construction Administration Phase	January 22, 2019

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