

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
REED MATHEW DILLINGHAM DBA DILLINGHAM ASSOCIATES**

**PREAMBLE**

This agreement ("Amendment No. 1") 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. The Parties previously entered into an agreement entitled "Agreement For Design Professional Services Between The City Of Santa Clara, California, and Dillingham Associates Landscape Architects, dated September 27, 2018 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor develop conceptual design options, plans and specifications and construction documents for the improvement project at Raymond G. Gamma Dog Park, and the Parties now wish to amend the Original Agreement to add additional time and Urban Design Civil Engineering services, including but not limited to permit set; construction final set and construction administration, and to properly reflect the Parties to this Agreement.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AMENDMENT TERMS AND CONDITIONS**

The Original Agreement is hereby amended to replace all references to Dillingham Associates Landscape Architects to Reed Mathew Dillingham DBA Dillingham Associates.

**2. AMENDMENT TERMS AND CONDITIONS**

That paragraph 2 "TERM OF AGREEMENT" of the Original Agreement, entitled "Agreement for Design Professional Services between the City of Santa Clara, California, and Dillingham Associates Landscape Architects" 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 August 27, 2018 and terminate on December 31, 2020."

**3. AMENDMENT TERMS AND CONDITIONS**

That "Exhibit A Scope of Services" of the Original Agreement, entitled "Agreement for Design Professional Services between the City of Santa Clara, California, and Dillingham Associates Landscape Architects" is hereby amended by adding Exhibit A-1 Additional Scope of Services, attached hereto and incorporated by this reference.

**4. AMENDMENT TERMS AND CONDITIONS**

That "Exhibit B Schedule of Fees" of the Original Agreement, entitled "Agreement for Design Professional Services between the City Of Santa Clara, California, and Dillingham Associates Landscape Architects" is hereby removed in its entirety and replaced by Exhibit B-1 Schedule of Fees, attached hereto and incorporated by this reference.

**5. 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.

**6. 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 Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

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

APPROVED AS TO FORM:

Approved as to Form:

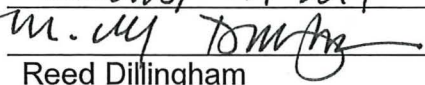
Dated: 9-5-19

  
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City Attorney

  
DEANNA J. SANTANA  
City Manager  
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Telephone: (408) 615-2210  
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"CITY"

**REED MATTHEW DILLINGHAM DBA DILLINGHAM ASSOCIATES**  
a California sole proprietorship

Dated: AUGUST 20, 2019  
By (Signature):   
Name: Reed Dillingham  
Title: Owner  
Principal Place of  
Business Address: 2927 Newbury Street, Berkeley, CA 94703  
Email Address: reed@dillinghamlandarch.com  
Telephone: (510) 548-4700  
Fax: (510) 548-0265

"CONTRACTOR"

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**EXHIBIT A-1**  
**ADDITIONAL SCOPE OF SERVICES**

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

**E. Use of Contingency for the Following Additional Scope of Services**

1. Project Management and Civil Engineer coordination with Public Works Department
2. Subsurface Site Investigation on the Dog Park Parcel for Civil engineering design
3. Lead Architect's Coordination of sub surface investigation
4. Project management of additional sub-consultants including structural engineer, electrical engineer and irrigation design

**F. Reimbursable** expenses as required for project and documented

**G. Additional Design Services - Civil Engineering and C. 3 Design.**

**CONTRACTOR SHALL PROVIDE**

1. All required C.3 calculations and advisory including from civil engineer sub consultant (UDCE) including, but not limited to, preparation of one main C.3 storm water calculation and one minor revision for compliance; any required sanitary and storm water design drawings, associated building permit plan set, specifications and cost estimate; all construction documents and final plan set to City's sole satisfaction
2. Contingency for subsurface site investigation for civil design work and joint trench investigation (time and material basis).
3. Structural engineering design work (Baseline Engineering).
4. Electrical & Lighting design modifications (Zeiger) to Reed & Grant Street Sport Park Bid Set.
5. Irrigation design (Brookwater) for synthetic turf maintenance wash down service capacity.

## **H. Construction Management**

1. Contractor shall provide Construction Administration which may include, but not limited to: pre-bid meeting, pre-construction meeting, reviewal of submittals, and other work as determined by City. The amount will be determined by City upon construction award, included in a subsequent amendment based on Council approval and budget authorization, and paid on a time and materials basis.

## EXHIBIT B-1

### ADDITIONAL FEE SCHEDULE

In no event shall the amount billed to City by Consultant for services under this Agreement exceed Ninety-Nine Thousand, Eight Hundred dollars (\$99,800), subject to budget appropriations.

<b>Original Scope of Work</b>	<b>Amount</b>
A. Community Input and Conceptual Design Phase	\$16,555
B. Construction Documents 75% Design submittal	\$14,105
C. Construction Documents 100% Design submittal	\$10,100
D. Construction Administration (T&M*) to be determined later	*
<b>Sub Total</b>	<b>\$40,760</b>
E. Contingency use as follows (approved)	\$18,940
E.1. Project Management & Civil sub coordination with PW (\$2,890)	
E.2. Subsurface site investigation for civil design (\$13,870)	
E.3. Coordination of sub surface site investigation (\$500)	
E.4. Project Management Structural, Electrical, Irrigation (\$1,680)	
F. Reimbursable	\$500
<b>Original Scope Total Not to Exceed Amount</b>	<b>\$60,200</b>

<b>Amendment #1: Additional Scope of Work A-1</b>	
G.1. Civil Engineering design (UDCE subconsultant)	\$23,100
G.2. Subsurface site investigation for civil design work & exploration (T&M basis)	\$9,875
G.3. Structural engineering design work (Baseline Engineering subconsultant)	\$4,000
G.4. Lighting Design Modification to R&G Sport Park bid set (Zeiger subconsultant)	\$2,000
G.5. Additional irrigation design services synthetic turf wash down (Brookwater subconsultant)	\$625
<b>Total Amendment No. 1 Additional Services Amount Not to Exceed</b>	<b>\$39,600</b>

<b>Updated Total Contract Not to Exceed Amount</b>	<b>\$99,800</b>
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