

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
REED MATTHEW DILLINGHAM DBA DILLINGHAM ASSOCIATES**

PREAMBLE

This agreement ("Amendment No. 2") 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 Agreement was previously amended by Amendment No. 1, dated September 5, 2019, and is again amended by this Amendment No. 2. 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 develop conceptual design options, plans and specifications and construction documents for the improvement project at Raymond G. Gamma Dog Park, including additional time, civil engineering services, permit and construction sets, and the Parties now wish to Amend the Agreement As Amended to include funding for construction administration and additional services as needed to complete the Project expeditiously.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. The Section entitled "Exhibit A Scope of Services" of the Agreement as Amended, entitled "Agreement For Design Professional Services Between The City Of Santa Clara, California, and Dillingham Associates Landscape Architects" is amended to read as follows by adding Exhibit A-2 Additional Scope of Services, attached hereto and incorporated by this reference.

2. The Section entitled "Exhibit B Schedule of Fees" of the Agreement as Amended, entitled "Agreement for Design Professional Services between the City Of Santa Clara, California, and Dillingham Associates Landscape Architects" is amended read as follows by adding Exhibit B-2 Schedule of Fees, attached hereto and incorporated by this reference.
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. 2, the provisions of this Amendment No.2 shall control.

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.

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"

REED MATTHEW DILLINGHAM DBA DILLINGHAM ASSOCIATES
a California sole proprietorship

Dated: _____

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-2

ADDITIONAL SCOPE OF SERVICES

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

H. Additional Civil Design Services & Project Management

- 1) Added Design Submittals & coordination of responses on design with sub-consultants, Coordination of review comments, Additional calculations, atypical features, design revisions for code update compliance, etc.
- 2) Construction Administration (Time & Materials Basis)

Contractor shall provide Construction Administration including:

- A) Pre-construction meeting(s) (including on site and remote),
- B) Construction Observation, and Site visits
- C) Submittal review
- D) Mock-up Review
- E) Shop drawings and change order review
- F) RFI Review and response
- G) Change Order Preparation
- H) Punch Walk
- I) Acceptance
- J) As-Built Review and Preparation of Record Drawings.

I. Project Contingency & Reimbursables

1. Additional Design Services only as requested by City and approved in advance in writing.
2. Additional reimbursable expense only as required for project and documentation

EXHIBIT B-2

ADDITIONAL FEE SCHEDULE

In no event shall the amount billed to City by Consultant for services under this Agreement exceed One Hundred and Eighty-Four Thousand, One Hundred Forty-Three Dollars (\$184,143.00), subject to budget appropriations.

Amendment No. 2: Additional Scope of Work A-2				
Description of Work				Total (\$)
H. Additional Services - Dog Park				
1. Additional Civil Design				\$35,215
2. Construction Support 221 hours				\$40,228
Subtotal				
I. Contingency & Reimbursables				
1) Contingency & Reimbursables based on City direction and approval				\$8,900
Total Amendment No. 2 Additional Services Amount Not to Exceed				\$84,343
Total Agreement Not to Exceed Amount				\$184,143