

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
STUDIO G ARCHITECTS, INC.
FOR
UTILITIES CORPORATION YARD FIELD SERVICES CENTER BUILDING
RENOVATION**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Studio G Architects, Inc., a California S-corporation (Consultant). 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 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. Consultant represents that it, and its subconsultants, 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 Consultant 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 Management Documentation Software

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 April 6, 2021 and terminate on at the completion of work described in Exhibit A – Scope of Services.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant 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 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. WARRANTY

Consultant 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. 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.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant 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 Consultant's representations regarding its skills and knowledge. Consultant 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 Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Two Hundred Twenty-Four Thousand Dollars (\$224,000.00), 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 Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant 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 Consultant.
- 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, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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 subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant 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 CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants and do not act as agent(s) or employee(s) of City. Consultant 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 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.

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 Consultant 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, Consultant 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 CONSULTANT

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 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 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.

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.

14. 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 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 Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

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

16. 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. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

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

and to Consultant addressed as follows:

Studio G Architects, Inc.
Attention: Glenn Bolich – Senior Architect
299 Bassett Street, #250
San Jose, CA 95110
and by e-mail at glenn@studiogarchitectsinc.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

Consultant 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, Consultant’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 Consultant has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS 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.

20. FAIR EMPLOYMENT

Consultant 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

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.

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____


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"

STUDIO G ARCHITECTS, INC.
a California S-corporation

Dated: 2/16/21

By (Signature): 

Name: Kelly Simcox

Title: Managing Principal Architect

Principal Place of Business Address: 299 Bassett St., #250
San Jose, CA 95110

Email Address: kelly@studiogarchitectsinc.com

Telephone: (408) 283-0100 Ext. 10

Fax: (408) 283-0200

"CONSULTANT"

EXHIBIT A

SCOPE OF SERVICES

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

I. OBJECTIVE

The City of Santa Clara (City) desires to engage Consultant to provide engineering design services to prepare bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding of Utilities Corporation Yard Field Service Center Building Renovation (Project).

It is important to note that City expects Consultant to evaluate the Project site in the Preliminary Engineering and Evaluation Task and develop the proposed improvements for the Project.

City discourages changes to the Scope of Services and Schedule of Fees after contract execution and expects that this project will be completed within the Scope and Fee for the Project. Any changes to the Scope of Services and Fee Schedule shall be addressed by City and Consultant prior to commencing the Construction Documents Task. Changes to the Scope of Services and Fee Schedule will be addressed in writing by an Additional Services Authorization to either add or delete Scope and Fee.

II. BACKGROUND

The buildings at the City Corporation Yard were constructed in the late 1960's. As part of the Project, the Field Services Center Building needs various improvements and upgrades to bring various operating systems up to current codes and to be compliant with Americans with Disabilities Act (ADA): adding women restroom for staff, fire alarm modifications, and Heating Venting and Air Conditioning (HVAC) modifications to replace "end-of-life" system.

City's Building Department reviews and issues Building Permit for all on-site improvements. Engineering work will be required to design improvements to comply with California Building Codes.

City's Fire Department reviews and issues permit for Removal hazardous materials and Installation of fire alarm system. Engineering work will be required to ensure the removal and improvements comply with Fire Department's requirements and Fire Codes.

III. GENERAL PROJECT DESCRIPTION

The City's objective is to engage a qualified firm to provide engineering design

services for review of the City's existing Field Services Center Building with regard to operational, regulatory performance, and code compliance; perform an overall evaluation; provide recommendations and design for replacement/upgrade; design of new Women Restroom, Office, Fire Alarm modifications to the entire building, and HVAC upgrade and modification to Electric Control and Computer/Server Room; prepare Construction Documents (Plans, Specifications, and Engineering Cost Estimate (PS&E)) for public works bidding; and provide assistance in obtaining Building and Fire permits, provide engineering support services during Bid and Award, Construction, and Post-Construction phases.

Consultant shall be expected to provide complete, professional, high-quality services and products; to provide consultation and work with City personnel and others who are involved with the work; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

IV. RESPONSIBILITIES OF CITY

The City will provide the following information and support for the Project as available and applicable:

- A. Record drawings (as available).
- B. City's involved department and division contacts.
- C. City's standard details and specifications, benchmark, design criteria, and drawing template.
- D. Storm drain (SD), sanitary sewer (SS), electric, water and recycled water plat maps (as available).
- E. Payment of permit application fees, if required.
- F. Filing exemption under the California Environmental Quality Act (CEQA), if applicable.

V. BASIC SCOPE OF SERVICES

Consultant shall coordinate and meet with City's staff and other Agencies; provide complete engineering evaluation, reports/recommendations, design, and provide support services for this Project, including:

Project Management:

Generally, Consultant shall perform the following for the entire Project:

- A. Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City. Provide presentation materials (if needed) for all meetings and presentations.
- B. Manage its team and overall project activities consistent with directions from City in order to meet the Project goal within its schedule and budget.
- C. Conduct a quality assurance and quality control (QA/QC) review before every submittal.

- D. Coordinate with City, design team members, sub-consultants, utility companies, government agencies, and other affected parties as required throughout the duration of the Project.
- E. Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.
- F. Prepare, monitor, and update progress schedule in Microsoft (MS) Project format beginning at the kickoff meeting and ending at Post-Construction Phase. Schedule shall show significant milestones for the project. Consultant shall notify City if there are delays in any phase of the project. In such cases, Consultant shall make up the schedule in subsequent phases of the Project or provide information to City substantiating a time extension. The schedule shall be maintained at all times and shall be updated each time progress and milestones are changed.
- G. Conduct Constructability review throughout the project, to determine the bid-ability and build-ability to ensure the Project will be constructed as economically and efficiently as possible. Constructability review shall include, but not be limited to, evaluate project duration, milestone dates, and other applicable construction parameters, such as construction duration, haul routes, availability of staging areas, ingress and egress of adjacent properties, etc. that will help in developing a clear, realistic, and reliable critical path method (CPM) project schedule.
- H. Submit Plans, drawn to scale, on D-size (24" X 36") sheets, at an engineering scale up to 1" = 40' maximum, conforming to City's Design Criteria. Plans are to be drawn by AutoCAD 2021 or earlier versions, using City-provided standard AutoCAD template with background layout from Consultant's topographic survey.
- I. Organize and attend project meetings with City and Agencies (if needed) to discuss project progress, decisions, and direction and to coordinate activities. Meetings (or conferences) shall be held at key project milestones and shall include, but not limited to:
 - 1. Kick-off and Field Visits Meeting
 - 2. Preliminary Engineering/Evaluation Meeting
 - 3. 35% Design Review Meeting
 - 4. 65% Design Review Meeting
 - 5. 95% Design Review Meeting
 - 6. 100% Design Review Meeting
 - 7. Bid Documents Review Meeting (if needed)
 - 8. Testing/Commissioning Meeting
 - 9. Punch List/Project Acceptance Meeting

- J. Return the previous check-print comments (redlines) from the City with next submittals.
- K. Provide monthly progress reports.
- L. Provide monthly invoice. Invoices submitted shall include, but not be limited to, description of work/task performed, budget allocation and percentage of completion for each task, amount for current invoice, invoiced-to-date amount, contract amount, and remaining contract amount (or in format acceptable to the City), and all supporting documentation for amount requested for payments.

Task 1.0: Preliminary Engineering/Evaluation

- 1.1 Attend Project Kick-Off Meeting and Field visits.
- 1.2 Contact all regulatory agencies that will affect the proposed works to determine applicable codes and ordinances. Visit Project's sites to inspect site conditions, existing equipment, and facilities to determine the existing conditions that will affect the Project.
- 1.3 Perform necessary evaluations of the sites, equipment and facilities to identify opportunities and constraints. Prepare an evaluation report for the site, noting condition of existing equipment, code, and regulatory issues. Provide upgrade or replacement recommendations according to the evaluation.
- 1.4 Meet with City staff to obtain additional information and input as needed. Provide all necessary design services including but not limited to civil, structural, electrical, and mechanical design according to the evaluation and recommendations, and the following design criteria:
 - 1.4.1 2019 California Building Codes.
 - 1.4.2 2019 California Fire Codes.
 - 1.4.3 2019 National Fire Protection Association (NFPA): 2019 NFPA 72.
 - 1.4.4 Centralize HVAC system with multiple zones control and primary-secondary capacity.
 - 1.4.5 Remote alarm/communication for A/C system.
 - 1.4.6 Gaseous Fire Suppression system for Computer and Service Room.
 - 1.4.7 Fall Protection System for roof-top equipment.
 - 1.4.8 Removal and/or modification of existing equipment/improvement in compliance with the Asbestos Report for the building.
- 1.5 Locate and verify depth of the City-owned utilities as necessary. As-built drawings (if available) for the site will be provided by the City
- 1.6 Develop Schematic Plans.
- 1.7 Perform needed field measurements and survey, including the building interior conditions, exits of the building, and ramp, for plans layout and final approved improvements (from the evaluation/recommendation) for use as base layout for the Project's Plans.
- 1.8 Prepare probable cost of construction.
- 1.9 Prepare Project Schedule. Schedule shall include all needed times to complete all tasks, including City's review times, permitting process, and construction period.

- 1.10 Meet with City personnel to review City comments on schematic design, and gain concurrence
- 1.11 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 1 Deliverables – Electronic and hard copy format:

1. Evaluation Report (Draft and Final) – One (1) PDF of Draft and Final Report and one (1) Microsoft Word file of Final Report.
2. Schematic Plans: One (1) PDF and one (1) AutoCAD file.
3. Project Schedule – One (1) PDF and one (1) Microsoft Project file.
4. Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
5. Miscellaneous Project information (as requested).
6. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

Task 2.0: 35% Construction Documents

Based on the approved preliminary design documents and any adjustments authorized or directed by the City, the Consultant shall develop and refine the design, and prepare construction documents.

- 2.1 Prepare 35% construction documents and supporting information for the City's review, including, but not limited to:
 - 2.1.1 Consultants shall follow City's Design Criteria and plan format to prepare 35% Plans and supporting information for the City's review, including but not limited to the followings:
 - A. Plans with details of major design components as necessary such as:
 1. Site Plans
 2. Building Drawings
 3. Electrical Drawings
 4. Mechanical Drawings
 5. Plumbing Drawings
 6. Structural Drawings
 7. Civil Drawings
 8. Fire Alarm/Suppression Drawings
 9. Asbestos Abatement Drawings
 - B. 35% Plans shall include all existing utilities on-site and immediate surrounding off-site areas (based on city-provided record drawings). Pertinent background information as relating to proposed improvements such as, but not limited to, building layouts, doors/exists, property lines, site entrance/exist driveway, adjacent streets shall be shown.
 - C. Refer to the City website for building permit and fire department permit application package requirements.
- 2.2 Prepare an updated Engineering Cost Estimate. If 35% Engineering Cost Estimate prepared at this point exceeds the preliminary construction budget approved at the end of the Preliminary Engineering/Evaluation Phase, the

Consultant shall explain and justify the increase and shall submit a list of proposed modifications to bring the cost within budget.

- 2.10 Prepare an updated Project Schedule.
- 2.11 Meet with City staffs as needed to review City comments on 35% submittal and gain concurrence.
- 2.12 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 2.13 Provide written response matrix to City's comments on Preliminary Engineering/Evaluation.

Task 2 Deliverables – Electronic and hard copy format:

- 1. 35% Plans – One (1) PDF and one (1) AutoCAD file.
- 2. 35% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
- 3. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
- 4. Quality control checklist for 35% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
- 5. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
- 6. Miscellaneous Project information (as requested).
- 7. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
- 8. Any required Project documentations for the public information.

Task 3.0: 65% Construction Documents

Based on City's comments and direction on the 35% PS&E, Consultant shall revise the 35% PS&E to produce the 65% PS&E. Consultant shall:

- 3.1 Prepare 65% construction documents and supporting documents
 - 3.1.1 Construction details of proposed improvements shall be included in the 65% Plans.
 - 3.1.2 Provide Technical Specifications (Division 3).
 - 3.1.3 Provide modified Sections to City Standard Specifications to suit Project. Modified Sections include, but not be limited to, General Information, Summary of Work, Measurement and Payment for Bid Items, Permitting and Agency Regulatory Agency Requirements, etc.
 - 3.1.4 Provide required information to the City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for City's frontend specifications are, but not be limited to, the followings:
 - 1. Description of work
 - 2. Type of Contractor's License required
 - 3. Construction Schedule
 - 4. Bid Schedule
 - 5. Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for similar work and contract values)

6. Identification of any changes to the City's standard specifications that are required.
- 3.2 Prepare an updated Engineering Cost Estimate.
- 3.3 Prepare an updated Project Schedule.
- 3.4 Meet with City staffs as needed to review City comments on 65% submittal and gain concurrence.
- 3.5 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 3.6 Provide written response matrix to City's comments on 35% PS&E.

Task 3 Deliverables – Electronic and hard copy format:

1. 65% Plans – One (1) PDF and one (1) AutoCAD file.
2. 65% Specifications – One (1) PDF and one (1) Microsoft Word file.
3. 65% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
4. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
5. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
6. Quality control checklist for 65% design submittal.
7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.

Task 4.0: 95% Construction Documents

Based on City's comments and direction on the 65% PS&E, Consultant shall revise the 65% PS&E to produce the 95% PS&E. Consultant shall:

- 4.1 Prepare 95% construction documents and supporting documents
- 4.2 Assist the City in applying for City's Building and Fire Department permits. Consultant shall respond to permit reviewers' comments, revise, and resubmit permit packages as needed.
- 4.3 Prepare an updated Engineering Cost Estimate with backups and justifications for unit price.
- 4.4 Prepare an updated Project Schedule.
- 4.5 Prepare all supporting documents including Structure Calculations as required for Building Submittal.
- 4.6 Meet with City staffs as needed to review City comments on 95% submittal and gain concurrence.
- 4.7 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 4.8 Provide written response matrix to City's comments on 65% PS&E.

Task 4 Deliverables – Electronic and hard copy format:

1. 95% Plans – One (1) PDF and one (1) AutoCAD file.
2. 95% Specifications – One (1) PDF and one (1) Microsoft Word file.
3. Structural Calculations – One (1) PDF.

4. 95% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
5. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
6. All Permit application packages with all necessary supporting documentations.
7. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
8. Quality control checklist for 95% design submittal.
9. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.

Task 5.0: 100% Construction Documents

Based on City's comments and direction on the 95% PS&E, Consultant shall revise the 95% PS&E to produce the 100% PS&E. Consultant shall:

- 5.1 Prepare 100% construction documents and supporting documents.
 - 5.1.1 Phase percentage statement such as "100% Plans. Not for Construction" shall be removed from the 100% Plans and each sheet of the plans set shall be stamped and signed by the Consultant's Engineer of appropriate discipline.
 - 5.1.2 Specifications shall be stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
- 5.2 Incorporate permit issuers' comments into P&S and coordinate with permitting departments and agencies to obtain acceptance of permit application package.
- 5.3 Prepare an updated Engineering Cost Estimate with backups and justifications for unit pricing.
- 5.4 Prepare an updated Project Schedule.
- 5.5 Provide Documents for City's PS&E approval process. Required documents are, but not be limited to, Engineer's estimate using the schedule of quantities format, Recent similar project bid summaries to validate engineer's estimate, Consultant Peer Review Certification, Consultant Lessons Learned from other similar projects that were applied to this Project.
- 5.6 100% PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with the 100% Submittal.
 - 5.6.1 A statement (see statement in Sub-Section 5.6.2 below) to indicate Peer Review has been performed and signature of the Architect who performed it shall be added to the Plans Cover Sheet.
 - 5.6.2 Certification of Peer Review: The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Architect.

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional architect with expertise and experience in the appropriate fields of architecture equal to or greater than the

Architect of Record, and that appropriate corrections have been made.”

- 5.7 Prepare and submit Special Inspection Form for the Project.
- 5.8 Meet with City staffs as needed to review City comments on 100% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 5.9 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 5.10 Provide written response matrix to City’s comments on 95% PS&E.
- 5.11 Provide list of potential bidders including company name, email address, contact number, and address of business

Task 5 Deliverables – Electronic and hard copy format:

- 1. 100% Plans – One (1) PDF and one (1) AutoCAD file.
- 2. 100% Specifications – one (1) PDF and one (1) Microsoft Word file.
- 3. Structural Calculations – One (1) PDF.
- 4. Consultant Lessons Learned – One (1) PDF.
- 5. Certification of Peer Review – One (1) PDF.
- 6. 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
- 7. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
- 8. All Permit application packages with all necessary supporting documentations.
- 9. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
- 10. Special Inspection Form – One (1) PDF.
- 11. Quality control checklist for 100% design submittal.
- 12. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.

Task 6.0: Bid Documents (P&S)

Based on City’s comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. Consultant shall:

- 6.1 Incorporate City review comments of 100% PS&E into Bid Documents.
- 6.2 Incorporate permit issuers’ comments into P&S and coordinate with permitting departments and agencies to obtain acceptance of permit application package.
- 6.3 Prepare Bid Documents (P&S).
 - 6.3.1 Bid Plans shall be wet stamped and signed by the Consultant’s Engineer of appropriate discipline. Plans shall be drawn to scale and plotted onto D-size sheets.
 - 6.3.2 Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant’s Project Engineer.

- 6.4 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 6 Deliverables – Electronic and hard copy format:

1. Final Plans – One (1) PDF of wet-signed/stamped, D-size and one (1) AutoCAD file.
2. Final Specifications – One (1) PDF of wet-signed/stamped, A-size and one (1) Word file.
3. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
4. Quality control checklist for bid set submittal.
5. Final Building and Fire permits.
6. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.

Task 7.0: Bid and Award Phase

Consultant shall provide assistance to the City during the bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary, assist the City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested.

Should the City, after receipt of bids, determine that it is not in its best interests to award the construction contract, the City may terminate the Agreement in accordance with Section 7 of the Agreement.

Consultant shall:

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

Task 7 Deliverables – Electronic and hard copy format:

1. Written response to bidder's inquiries – One (1) signed PDF.
2. Support information for addenda – One (1) signed PDF.
3. Written recommendation letter to award of contract for the Project – One (1) PDF.
4. Conformed Set (if needed) – One (1) PDF of Plans and Specifications, one (1) AutoCAD file of Plans, and one (1) Microsoft Word file of Specifications.

Task 8.0: Construction Phase

Consultant's responsibility to provide basic services for the construction phase under this Agreement commences with the "Notice to Proceed" (NTP) of the

contract for construction and terminates on the date the City approves the certificate of completion of the Project.

- 8.1 Assist the City in providing administration of the contract for construction. Duties, responsibilities and limitation of authority of Consultant shall not be restricted, modified, or extended without written agreement of the City.
- 8.2 Attend the Pre-construction meeting.
- 8.3 Perform site visit as required for the benefit of the Project during this phase. During these site visits, Consultant shall attend job progress meetings, pre-submittal meetings, pre-installation meeting, and other meetings as required by the City. Consultant's structural, mechanical and electrical sub-consultants shall visit the site as required when work related to their discipline is in progress.
- 8.4 Make construction observation visits throughout the construction phase and issue an observation report after each visit. Assume up to two (2) meetings.
- 8.5 In addition to the construction observation visits, Consultant shall review technical submittals, shop drawings, product data, product samples, and product warranties from the contractor for conformance with the specifications and drawings. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. The Consultant will be allowed a maximum of seven (7) calendar days for review of submittals. Consultant's review shall not constitute review of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract document.
- 8.6 Respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs that impact the Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact the Project schedule.
- 8.7 Prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by the City, Consultant shall review Change Order (CO) pricing and provide written responses for the City's review and finalizing said CO.

Task 8 Deliverables – Electronic and hard copy format:

1. Signed PDFs of Reviewed Contractor Submittals, Shop Drawings, RFIs,

- RFSSs, and Field Instructions.
- 2. Signed PDFs of COs' recommendations.
- 3. Signed PDFs of Field reports by Consultant and sub-consultants.

Task 9.0: Post-Construction Phase

- 9.1 When requested by the City, Consultant shall conduct reviews to assist the City to determine the date or dates of Substantial Completion and the date of Final Completion. Consultant's decisions with City approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents.
- 9.2 Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, Consultant shall assist City in determining if the Project is ready for the stage of completion requested by the Contractor. Consultant shall provide City with a written recommendation.
- 9.3 Perform a walk-through of the Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. Consultant shall attend final walk-through of the Project site with the City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.
- 9.4 Review Contractor-supplied Operation and Maintenance manuals and Warranties to determine their completeness and compliance with Construction Contract and provide written recommendation for acceptance.
- 9.5 Witness system testing, commissioning, and confirm system performs properly as required by the City and provide written report.
- 9.6 At completion of the Project provide City with one set of reproducible Record Drawings (RDs) that reflect the changes to the work during construction based upon marked up prints, drawings and other data furnished by the Contractor and City. Consultant shall use the original Title sheet for the RDs set. If Consultant adds additional sheets to the Plans, these shall be properly numbered, properly referenced on other affected drawings and included in the drawing index. Consultant may, at its own expense, prepare and retain a copy of each drawing for its permanent file.
- 9.7 At ten (10) months following the issuance of final completion and prior to the expiration of any guarantees, all Consultants along with City staff shall visit the Project with Contractor and:
 - 1) Review the work and identify observable defects and deficiencies,
 - 2) Evaluate the performance, durability and appearance of installed products, materials and system as they relate to suitability for the intended use;
 - 3) Evaluate the Project's function and City's use of the Project as reflection of the original program intent; and
 - 4) Submit a written memorandum to City concerning the foregoing no later than 210 days after issuance of final completion.

Task 9 Deliverables – Electronic and hard copy format:

- 1. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.

2. Record Drawings – One (1) PDFs and one (1) AutoCAD files on CD/DVD.
3. 210-Day Report – One (1) signed PDF.

VI. MILESTONE SCHEDULE

Including City's review time, Consultant shall have approximately up to seven (7) months, from the Notice-to-Proceed to complete the Evaluation/Design and deliver the Bid Documents. The following is the Project's Milestone Schedule:

<u>TASK</u>	<u>WEEKS</u>
Preliminary Engineering/Evaluation	Two (2)
35% Construction Documents (including 3 weeks City review)	Seven (7)
65% Construction Documents (including 3 weeks City review)	Seven (7)
95% Construction Documents (including 2 weeks City review)	Five (5)
100% Construction Documents (including 2 weeks City review)	Four (4)
Bid Documents (including 2 weeks City review)	Three (3)

EXHIBIT B

SCHEDULE OF FEES

Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice. Invoices submitted shall include, but not be limited to, description of work/task performed, percentage of completion for each task, amount for current invoice, invoiced-to-date amount, contract amount, and remaining contract amount (or in format acceptable by the City), and all supporting documentation for amount requested for payments. Subject to verification and approval by City, City will pay Consultant within thirty (30) days of City's receipt of an approved invoice and all supporting documentations.

I. GENERAL PAYMENT

The total payment to the Consultant for all work necessary for performing all tasks, as stated in **Exhibit A**, shall be One Hundred Ninety-Six Thousand Nine Hundred Twenty-Five Dollars (\$196,925); plus Reimbursable Expenses, which shall not exceed the sum of Seven Thousand Dollars (\$7,000); plus Additional Services, which shall not exceed the sum of Twenty Thousand Seventy-Five Dollars (\$20,075). Billing shall be on a monthly basis proportionate to the services performed for each task completed. In no event shall the amount billed to City by Consultant for services under this Agreement exceed Two Hundred Twenty-Four Thousand Dollars (\$224,000), subject to budget appropriations.

II. BASIC SERVICES

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

1. Task 1 – Preliminary Engineering/Evaluation	\$19,330
2. Task 2 – 35% Construction Documents	\$26,120
3. Task 3 – 65% Construction Documents	\$26,650
4. Task 4 – 95% Construction Documents	\$28,330
5. Task 4 – 100% Construction Documents	\$20,720
6. Task 5 – Bid Documents	\$13,500
7. Task 6 – Bid and Award	\$9,500
8. Task 7 – Construction	\$42,800
9. Task 8 – Post-Construction	<u>\$9,975</u>
TOTAL (not-to-exceed)	\$196,925

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed \$7,000 and require prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the

Consultant's full compensation for all Reimbursable Expenses required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed.

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

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

Reimbursable Cost may include:

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

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

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Additional Services shall be provided at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Additional Services are allowed only if written proposal is received, reviewed, and written authorization is given by the Director of Public Works in advance of the work to be performed. Additional Services shall not exceed \$20,075 without approval by the City.

V. RATE SCHEDULE

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the Project. Rates by classification are listed below. No adjustment to the rates will be allowed during the term of this Agreement unless otherwise agreed in writing by City. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

Name/Title	Rate/Hour
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Studio G Architect, Inc. – Architect

299 Bassett Street, #250

San Jose, CA 95110

Kelly Simcox – Managing Principal Architect	\$175
Glenn Bolich – Senior Architect (Project Architect)	\$155
Rick Yeh – Architect	\$130
Suling Staton – Job Captain	\$130
Eilnet Youkhaneh – Job Captain	\$130
Grace Yu – AutoCAD/Drafter	\$105
Administration Staff	\$90

Miyamoto International – Structural Engineer

3150 Almaden Expressway, Suite 150

San Jose, CA 95118

Josh Reynolds – Principal	\$275
Robert Luemers – Associate	\$160
Juanita Sanchez – Associate	\$160
Associate Engineer.....	\$140
Junior Engineer	\$125
AutoCAD/Drafter	\$125
Administration Staff	\$80

Acies Engineering – Mechanical/Electrical/Plumbing Engineers

400 N. McCarthy Blvd, Suite 250

Milpitas, CA 95035

Tomislav Gajic – Managing Principal Engineer, PM	\$230
Alex Petrovic – Associate, Mechanical Engineer, PM	\$190
Zoran Sutilovic – Plumbing Engineer, PM	\$150
Hoa Tran – Electrical Engineer.....	\$130
Dusan Sindjic – Mechanical Engineer	\$130
Ivana Ljoljic – Plumbing Engineer.....	\$130
Administration Staff	\$85

List Engineering – Fire Protection Engineer

2 Harris Court, Suite A7

Monterey, CA 93940

Ron Blue – Principal	\$205
Rig Manalac – CAD / Designer.....	\$135
Administration Staff	\$100

Cumming – Cost Estimation

475 Sansome Street, Suite 700

San Francisco, CA 94111

Nick Mata – Director	\$225
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Mitch Buzilla – Associate Director, Mechanical	\$200
Robert Trabert – Senior Cost Manager, Electrical	\$190
Eddie Kennedy – Cost Manager, Struct/Arch	\$175
Associate Engineer.....	\$155
Junior Engineer	\$110
Administration Staff	\$70

John Raeber – Specification Writer

443 Gold Mine Drive

San Francisco, CA 94131

John Raeber – FAIA, FCSI, CCS Architectural Specifications Writer \$250

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under 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 (ISO) 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, ISO 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 subconsultants 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 ISO 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 Consultant or any subconsultant 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 claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using 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 indemnitied 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 subconsultants, 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 subconsultants 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 subconsultant (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. 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 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 – Public Works 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

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.

EXHIBIT D

PROJECT MANAGEMENT DOCUMENTATION SOFTWARE

1.0 GENERAL

This section is intended to describe the use of e-Builder Enterprise™ (e-Builder) a web-base project management software, as the median for project documentation and reporting. All costs associated with the use of the software is inclusive of the Project Exhibit B – Schedule of Fees.

2.0 e-BUILDER PROJECT MANAGEMENT SOFTWARE PROGRAM

The City of Santa Clara is currently using e-Builder Project Management for all related project management tasks. Consultant is required to comply with all requirements specified in this Exhibit E – PROJECT MANAGEMENT DOCUMENTATION SOFTWARE.

3.0 REQUIREMENTS

A. General Requirements:

1. Consultant and Subconsultants shall provide at a minimum, the following to its staff:
 - a) Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher;
 - b) Computer Operation System: Windows 7 or later and OS X v10.8 or later;
 - c) Web Browser: Microsoft Internet Explorer 11.0 or later, Google Chrome v29.0.1 or later, Mozilla Firefox v35.0.1 or later, Safari v6.0.4 or later, Safari for iOS mobile v6.1 or later. Other browsers such as Microsoft Edge, Google Chrome for iOS, and Google Chrome for Android are available on e-Builder; however, but some features might not work as expected;
 - d) Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook;
 - e) Scheduling Software: Microsoft Project or Primavera;
 - f) Internet Service Provider: A reliable ISP in the area of the Project;
 - g) Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream.
2. Consultant and Subconsultants shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis

B. Project Web Requirements:

1. This project utilizes a web-based project management tool, e-Builder. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.
2. Consultant and Subconsultants shall conduct Project controls, outlined by the City, utilizing e-Builder. This designated web-based application will be provided by the City at no costs to the Consultant and the Subconsultants. No additional software will be required. Furthermore, the City, through e-Builder, Project Manager will assist Consultant in providing training of Subconsultant's personnel.
3. Consultant and Subconsultants shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include, but are not limited to: Contracts, Contract Exhibits, Contract Amendments, PS&E Comments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Construction Change Directives, Potential Change Orders, Change Order Requests, Change Orders, etc. All supporting data including, but not limited to, shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests, Submittals, etc. and the like will be submitted in digital format via e-Builder.

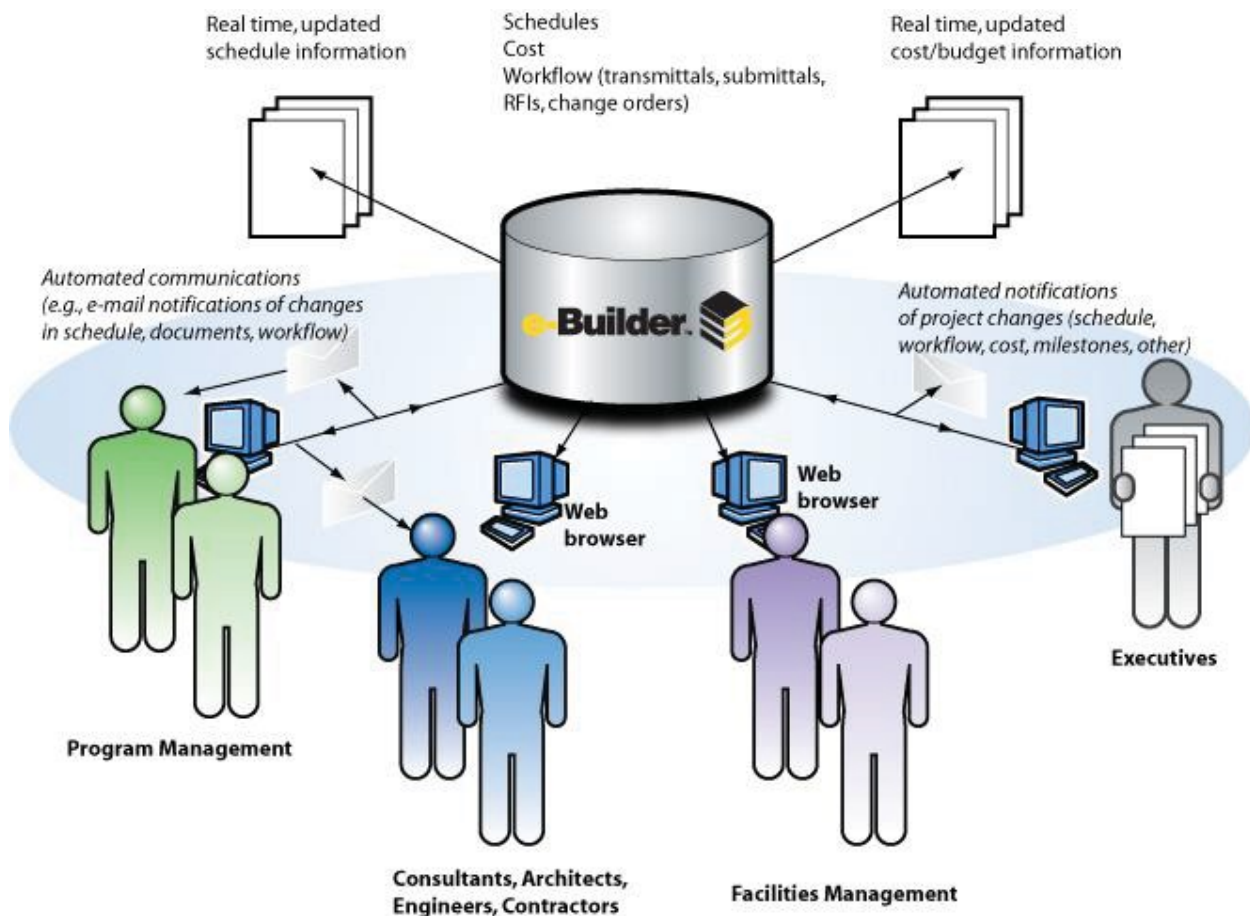
C. Electronic File Requirements:

1. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Consultant shall also submit all closeout documents including all Record Drawings and reports in digital format. All documents shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

4.0 IMPLEMENTATION REQUIREMENTS

- A. e-Builder is a comprehensive Project and Program Management system that will be implemented for managing documents, communications, and costs between the Contractor, Subcontractors, Design Consultants, and Owner. e-Builder includes extensive reporting capabilities to facilitate detailed.
- B. Project reporting in a web-based environment that is accessible to all parties and easy to use.

- C. Central Document Vault: e-Builder system includes a central database that maintains all project information and manages project communications amongst team members.
- D. Communication/Correspondence: e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.
- E. Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder by the City.
- F. Reporting: All of the project and program data including documents, communications, and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



5.0 LICENSING REQUIREMENT

- A. User Licenses: Each user license is for access to the site consisting of unlimited data storage. Users can be direct employees of the Consultant as well as its Subconsultants and/or Suppliers.

- B. Each user license includes full access to e-Builder, including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:
 - 1. All hosting, operation, maintenance, and data backup of the e-Builder software and documents which are maintained in state-of-the-art data centers located throughout the United States.
 - 2. Quarterly e-Builder software enhancements.
 - 3. Unlimited phone, email, and web-based support 24-hours.
- C. e-Builder user licenses shall be obtained by the City, Owner Manager, and QA/QC Agencies for which the Design Consultants is not responsible.