

From: [Chris Jordan](#)
To: [City Council](#)
Cc: [Jolie Houston](#); [Jim Sandoval](#); [Sharif Etman](#); [Jon Biggs](#); [Steve Golden](#); [Andrea Chelemengos](#); [Jon Maginot](#); [Peter Maslo](#)
Subject: FW: Questions for October 13, 2020 Agenda
Date: Tuesday, October 13, 2020 2:00:05 PM
Attachments: [Agenda 4 SF Notes-is-pm_10_12_20.docx](#)
[2020-0406 LACC ASR11 Cover\[1\].pdf](#)
[ASR #011 - Additional Clarification.msg](#)
[2020-1006 Los Altos Community Center Project Budget Remaining Contingency.pdf](#)
[17-67 Prof Svcs for HVCC redevelopment project \(02\).pdf](#)
[17-67 Prof Svcs for HVCC redevelopment project \(02\)-Amd 1.pdf](#)
[17-67 Prof Svcs for HVCC redevelopment project \(02\)-Amd 2.pdf](#)
[17-67 Prof Svcs for HVCC redevelopment project \(02\)-Amd 3.pdf](#)

Council –

Here are the responses to almost all of your questions. We are still waiting for some input on a few.

Chris

Council Questions for October 13, 2020 Agenda

* Item 1: Council minutes: ([The City Clerk is making these corrections](#))

A number of corrections are needed:

Bottom of page 3 regarding agenda item 8, public comment -

“Dave” should be “Dave Edwards”,

“Joe Benanatto” should be “Joe Benninato”,

“Stephanie Green” should be “Stephanie Morris”;

I did not note a “Marty”,

“Dash” should be “Dashell Weeds”,

“Hoia A Troung” should be “Hoia-an Truong”,

“Betsy Young Dahl” should be “Betsy Youngdahl”,

“Jeff Byrnes” should be “Jeff Byron”,

“Teresa” should be “Teresa Morris”,

I did not note a “Cybil”,

and the following names are missing and should be added: “Anthony Eulo”, “Annika Gaglani”, “Joel Bartlett”, and “Martin Liskowski”

Page 5 - agenda item 9, public comment: add “Curtis Cole”, “Luka Nesbit” should be “Ludka Nesbit”

* Item 3: On-call sewer repairs:

Attachment 1, the bid results, is missing from the report.

* Item 7: ADU Ordinance

Page 5, 14.14.025 - Detached accessory dwelling unit - the last sentence is not complete.

Page 7 and 8 of the ordinance has both blue highlighting and green highlighting. The note says the green highlighting are for changes the council already has consensus on. **What is the blue highlighting?**

Response: Please see the email from Guido discussing various proposed changes to the draft ordinance.

* Item 9: 425 First Street

* Item 12: Tentative Council Agenda

Where is the first reading for single use plastics ban?

Response: The First Reading is now scheduled for November 10.

Item #4: Amendment #4 of Noll & Tam Architects Contract

1. Is the extension because of COVID19 stop work order? If so, how long? The ASR 11 extension was needed irrespective of COVID19 to extend N&T's original 13-month contract schedule to align with the original construction contract's completion date of November 25, 2020. ASR 14 is needed to extend services through February 2021 to align with the current construction Substantial Completion date of March 3, 2021.

2. What contract administration was done if the work stopped? G+S and N&T construction administrative activities did not stop and much pre-construction work occurred during the shutdown period.

- a. Submittals, and RFIs
- b. Standing Project Meetings (Virtual); Weekly OAC, Weekly Wednesday City Meeting, Weekly N&T/Nova Coordination,
- c. Other Meetings (virtual): Subcontractor Pre-Con meetings, Meetings with City/City Stakeholders, and contractor coordination meetings as needed.
- d. Other misc. project needs. For example, Commissioning Kick Off Meeting with Interface Engineering and general contract administration for the project.

3. Who requested the redesign of Kinder-prep and why is it being done now? December 2019 N&T met with the city to review furnishings and in the course of review City Staff and Kinder-prep users provided a furnishings related needs-list to the project team . N&T and Staff reviewed the needs-list and Parks and Recreation staff recommended approval of some of the items on the list.

4. Why did the Santa Clara Fire Departments come back so late and why these changes being implemented so late? This is due to the deferred design (Fire Department requirement to review shop drawings) of the standpipe systems. It is standard practice that the detailed design of some systems occurs during construction. The design intent for the standpipe system is shown on the contract documents (civil and architectural drawings); routing of below grade pipes is detailed in the subcontractor’s shop drawings, which were not approved by Fire Department until early 2020.

5. ASR 10 - who is requesting the change to these security doors? The proposal for added security was conveyed to the design team by the City Maintenance, IT and Parks & Rec staff.

6. ASR 11 - Why the is Noll and Tam Contract stating 14 months but the contractors schedules is 15 months. Why are we asking for 3 months and not a one month extension. This is not an extension for COVID-19. Please see the attached email explanation dated 5/27/2020, and letter from N&T dated 4/6/2020.

The break down of 194,000 for 3 months is 65,000 a month. What is the \$65,000 a month for? N&T’s construction administration and technical support consultation fees. The fees breakdown are listed below:

NOLL & TAM FEE BREAKDOWN 3 MONTH EXTENSION						
		Prin	PM	PA	Staff	
	Rate	\$210.00	\$170.00	\$155.00	\$140.00	Total
Month 1	Hours	8.00	120.00	0.00	140.00	268.00
Month 2	Hours	16.00	120.00	0.00	140.00	276.00
Month 3	Hours	24.00	120.00	0.00	160.00	304.00
Total Fee		\$10,080.00	\$61,200.00	\$0.00	\$61,600.00	\$132,880.00

Consultants	Fee
Daedalus	\$22,000.00
Integral	\$13,200.00
OMM	\$13,200.00
MIG	\$13,200.00
Subtotal	\$61,600.00
Grand Total	\$194,480.00

7. ASR 12 - why are we being charged. This should be a base service why is this an add service? [The Geotech Base service fee was estimated at a very early stage in the project, before design was 100%, and N&T's scope of work did not include the elements of work for underground utilities, pavement areas, trash enclosure, transformer pad, and the library connector. ASR 12 covers the full scope after the design was completed and scope was understood by the consultant.](#)

8. ASR 14 - when specifically did the completion date of the community center get extended? \$105,000 divided by 2.5 = \$42,000. Where is the breakdown for the \$42,000 claim. [The COVID-19 Delay Extension is still in negotiations between the City and General Contractor G&S. But at a minimum, substantial completion will get extended to March 3, 2021.](#)

9. ASR 15 - Wasn't the irrigation part of the scope? Is this an added scope. Why is it being integrated into the community center now? [This irrigation controller, which serves the baseball field and soccer field, was not part of the original scope. This was a request by the City Maintenance Department. After construction started, the City identified that the baseball and soccer fields needed new irrigation controls systems.](#)

10. Please explain the discrepancy between the timeframe for the original Noll and Tam contract and the contract with the general contractor. Why wasn't the discrepancy addressed earlier since it was known in August 2019. [Please see the attached email explanation dated 5/27/2020, and the letter from N&T dated 4/6/2020.](#)

Please provide me a copy of the contract extension.

Item #4: Amendment #4 of Noll & Tam Architects Contract (Jeannie)

1. Please provide a copy of the current contract and amendments to date.

[Please see attached N&T contract. \(Select Adobe Acrobat to open the file\)](#)

2. What is meant by "within budget?" Budget has 2 components: Project budget (based on contract values) and Contingency (a %-age of the contracted amounts used for unanticipated). [Amendment #4 fits within the project budget.](#) Are these additional funds dipping into the 10% contingency of soft costs? [Yes.](#)

3. Where are we wrt to drawdown on all contingency categories? How are we tracking on budget and schedule? [Please see attached project budget spreadsheet. This shows the latest remaining contingency for each category.](#)

4. Is the requested amount coming from the Community Center set aside

(line item of City Budget) or from another line item of the “General Fund”? It is coming from the Community Center budget. Language used in staff report does not appear to align with budget line items.

5. How is the Noll & Tam contract constructed? It is a standard consultant agreement originally set for a given term. Then it has been amended as scope is added and/or the duration is adjusted. Why does a construction schedule change trigger an increase? It seems the same person hours required is the same whether delivered over a 12-month prior or an 18-month period, so what are we paying for? The architects and design consultants’ services continued thru the pre COVID-19 delays, COVID-19 job site shut down, and subsequent COVID-19 delays. If the contractor will be working on the project for an additional time period, the design team also needs to remain on the project team to continue with construction administration efforts. These efforts are needed from beginning to end of the construction period i.e.: project meetings, RFIs, COs, ASRs observations, coordination with City and Contractors, and others.

6. Do we need to revisit the terms of the contract? No

7. What is the downside of deferring this item until we get an actual review of the project status? One of the downsides is that the consultant will not be able to invoice for some of the services that had to be immediately implemented by N&T to not delay construction. A delay in the approval may put financial strain on N&T--a key project team member.

Item #8: EOC

- Please provide a COST ESTIMATE for taking the project (EOC & conversion of existing briefing room) to the finish line. Estimate should include, but not be limited to, construction plans, construction costs and contingency. The last estimate architect JKA did was in February (about the 50% design stage) and they estimated \$1.6M. This was pre-covid and did not include the new design elements required by the Fire Department (i.e., fire truck turn-around access; a new dedicated fire pipeline to a new hydrant adjacent to the EOC). During the 20/21 Budget process, staff recommended budgeting \$2.5M before the Fire Dept’s requirements were made. We have held-off on doing an updated cost estimate until the design review process is complete and design is finalized. Staff can provide an update to the Council at that time.
- Please provide FUNDING plan for moving this project across the finish line. Funding plan should include, but not limited to, identifying funding sources, cash flow considerations, what is not going to get funded in order to move

project along (tradeoffs Council will need to make).

During the budget process, staff indicated the following for the assumed \$2.5M cost estimate at that stage. *\$750K in unencumbered funds are available for the Emergency Operations Center construction in 2019/20. The \$1.2M budgeted in 2020/21 are also available for the EOC. Current construction cost estimate is \$2.5M. Either \$550K needs to be transferred into the CIP in 20/21 to fund the project or award of the project needs to wait until 7/1/21 when an additional \$1.2M will be available.*

The same funding process would occur if the final cost estimate is greater than \$2.5M.

Item #9: 425 First Street

The staff report says the letter details the savings in construction for this change, but there is nothing in the letter that states the exact amount of savings, only that “it results in identifiable and actual cost reductions” (bottom of page 3 of letter). What are the actual savings for the project?

Response: We have requested this information from the applicant.

The drawings are unclear as to how much less is excavated. What is the exact amount that is not now to be excavated?

Response: We have requested this information from the applicant.

The letter also talks about putting in EV charging stations - How many EV charging stations were originally going to be installed for this project? Is the developer willing to put in an EV charging station for each parking stall and also increase the size of the electrical panel to accommodate this increased electrical load?

Response: Please see the response to another question below.

1. Please provide specifications for the lifts that the applicant plans to use (website link is fine)

From Jeff Warmoth (Applicant): We have switched to the Klaus Trendvario 4100 and Klaus Trendvario 4100+4000 - see video and webpages below.

<https://www.youtube.com/watch?v=l-TO89xBh7w>

<http://www.klausparking.com/comination/>
<http://www.klausparking.com/trendvario-4100/>

2. Where are the lift access points? How is cueing handled? Potential conflict

points between cars entering/exiting?

[Steve Golden] There are two separate systems being stalled. Each system maintains an empty space/opening (or for the tandem parking system, I believe two empty spaces) to retrieve cars from the pit below. From staff's understanding, the lift system can be accessed from the front of any parking stall. When retrieving a car from the pit area below, the lift system shifts the cars on the platforms to make available an opening from which the car below is raised. There is a barrier that automatically raises and lowers for safety. From a cueing perspective, there maybe a slight delay for a resident in parking their car or existing when the lift is full and if someone else is simultaneously retrieving or exiting with their car. The ramp is accessed in the same location from the alley, so there doesn't seem to appear to be any additional conflicts for circulation as compared to the conventional parking garage that was approved.

Jeff Warmoth: Although it is true that the system moves cars vertically and horizontally, TrendVario systems do not "*bring the car to a central location*". Each Klaus Trendvario stall moves by only one space either up and down OR left and right. The minimum drive aisle for the Klaus Trendvario is 22'. (email from Mike Jones, VP Klaus Multiparking).

3. What is the city standard for a drive aisle?

[Steve Golden] The standard drive aisle width is 18 feet for two way traffic. The standard width for drives aisle loaded with parking for backing out purposes is 26 feet for 90 degree parking spaces , 18 feet for 60 parking spaces, and 12 feet for 30 and 45 degree parking spaces.

4. # of bike parking in proposed plan?

[Steve Golden] The approved plan states 28 bikes. The revised plan does not specifically state. Staff has asked the applicant to provide additional details.

Jeff Warmoth: The Valley Transportation Authority (VTA) provides guidelines for bike parking in its publication Bike Technical Guidelines. Class I spaces are defined as spaces that protect the entire bike and its components from theft, such as in a secure designated room or a bike locker. Class II spaces provide an opportunity to secure at least one wheel and the frame using a lock, such as bike racks. For multi-family dwelling units, VTA recommends one Class I space per three dwelling units and one Class II space per 15 dwelling units. For the proposed project, this equates to 7 Class I spaces and 2 Class II spaces. The project site plan shows two bike rooms in the secured underground parking garage with 28 bicycle parking spaces (one per bedroom). The project will also provide two Class II spaces with a U-shaped bike rack along First Street.

5. What happened to the mechanical room?

[Jeff Warmoth]: All of the required mechanical rooms have been accommodated. These rooms have been fully designed, and fully approved by the City's third party

building plan check company.

6. What happened to the building storage room?

[Jeff Warmoth]: Building (janitorial) storage is not required. The building (janitorial) storage was a “leftover space” in the previous plan, and could not be accommodated within the new plan.

7. What happened to the 21 3x5 storage units

[Jeff Warmoth]: Storage units are not required. The storage cages would have been a bonus amenity, but could not be accommodated within the new plan.

Agenda4:

1. Is the extension because of COVID19 stop work order? If so, how long? The ASR 11 extension was needed irrespective of COVID19 to extend N&T's original 13-month contract schedule to align with the original construction contract's completion date of November 25, 2020. ASR 14 is needed to extend services through February 2021 to align with the current construction Substantial Completion date of March 3, 2021.

2. What contract administration was done if the work stopped? G+S and N&T construction administrative activities did not stop and much pre-construction work occurred during the shutdown period.

- a. Submittals, and RFIs
- b. Standing Project Meetings (Virtual); Weekly OAC, Weekly Wednesday City Meeting, Weekly N&T/Nova Coordination,
- c. Other Meetings (virtual): Subcontractor Pre-Con meetings, Meetings with City/City Stakeholders, and contractor coordination meetings as needed.
- d. Other misc. project needs. For example, Commissioning Kick Off Meeting with Interface Engineering and general contract administration for the project.

3. Who requested the redesign of Kinder-prep and why is it being done now? December 2019 N&T met with the city to review furnishings and in the course of review City Staff and Kinder-prep users provided a furnishings related needs-list to the project team . N&T and Staff reviewed the needs-list and Parks and Recreation staff recommended approval of some of the items on the list.

4. Why did the Santa Clara Fire Departments come back so late and why these changes being implemented so late? This is due to the deferred design (Fire Department requirement to review shop drawings) of the standpipe systems. It is standard practice that the detailed design of some systems occurs during construction. The design intent for the standpipe system is shown on the contract documents (civil and architectural drawings); routing of below grade pipes is detailed in the subcontractor's shop drawings, which were not approved by Fire Department until early 2020.

5. ASR 10 - who is requesting the change to these security doors? The proposal for added security was conveyed to the design team by the City Maintenance, IT and Parks & Rec staff.

6. ASR 11 - Why the is Noll and Tam Contract stating 14 months but the contractors schedules is 15 months. Why are we asking for 3 months and not a one month extension. This is not an extension for COVID-19. Please see the attached email explanation dated 5/27/2020, and letter from N&T dated 4/6/2020.

The break down of 194,000 for 3 months is 65,000 a month. What is the \$65,000 a month for? N&T's construction administration and technical support consultation fees. The fees breakdown are listed below:

NOLL & TAM FEE BREAKDOWN 3 MONTH EXTENSION						
		Prin	PM	PA	Staff	
	Rate	\$210.00	\$170.00	\$155.00	\$140.00	Total
Month 1	Hours	8.00	120.00	0.00	140.00	268.00
Month 2	Hours	16.00	120.00	0.00	140.00	276.00
Month 3	Hours	24.00	120.00	0.00	160.00	304.00
Total Fee		\$10,080.00	\$61,200.00	\$0.00	\$61,600.00	\$132,880.00

Consultants	Fee
Daedalus	\$22,000.00
Integral	\$13,200.00
OMM	\$13,200.00
MIG	\$13,200.00
Subtotal	\$61,600.00
Grand Total	\$194,480.00

7. ASR 12 - why are we being charged. This should be a base service why is this an add service? The Geotech Base service fee was estimated at a very early stage in the project, before design was 100%, and N&T's scope of work did not include the elements of work for underground utilities, pavement areas, trash enclosure, transformer pad, and the library connector. ASR 12 covers the full scope after the design was completed and scope was understood by the consultant.

8. ASR 14 - when specifically did the completion date of the community center get extended? \$105,000 divided by 2.5 = \$42,000. Where is the breakdown for the \$42,000 claim. The COVID-19 Delay Extension is still in negotiations between the City and General Contractor G&S. But at a minimum, substantial completion will get extended to March 3, 2021.

9. ASR 15 - Wasn't the irrigation part of the scope? Is this an added scope. Why is it being integrated into the community center now? This irrigation controller, which serves the baseball field and soccer field, was not part of the original scope. This was a request by the City Maintenance Department. After construction started, the City identified that the baseball and soccer fields needed new irrigation controls systems.

10. Please explain the discrepancy between the timeframe for the original Noll and Tam contract and the contract with the general contractor. Why wasn't the discrepancy addressed earlier since it was known in August 2019. Please see the attached email explanation dated 5/27/2020, and the letter from N&T dated 4/6/2020.

From: [Joe Capps-Jenner](#)
To: [Peter Maslo](#)
Cc: [Saul Flores](#)
Subject: ASR #011 - Additional Clarification
Date: Wednesday, May 27, 2020 4:34:07 PM
Attachments: [17-67 Prof Svcs for HVCC redevelopment project \(02\) Original Contract JCJ.pdf](#)

Peter,

As discussed, attached is a copy of Noll & Tam's contract for the LACC project. Please turn to page 14 of 20 for the "12-14 months" assumed CA duration. For Nova's evaluation, we used 13 months as the baseline. Note, I also highlighted the assumed construction cost of \$16-17M, which indicates that the complexity of the project (and therefore required A/E input) increased significantly compared to the assumptions made back on 2017.

As mentioned on the phone, Noll & Tam commenced CA on 8/1/19. This extension is based on a contract completion date of 11/25/20, which amounts to a CA duration that is close to 16 months. We therefore feel the request for an extra 3 months, based on the 13 months baseline described above, is fair; especially given the extent of coordination that Noll & Tam has provided which has been invaluable.

Please feel free to call if you have any additional questions or concerns.

[Joe Capps-Jenner](#)

Nova Partners, Inc.

[201 Moffett Blvd., Mountain View, CA 94043](#)

Office: 650.324.5324 | **Cell:** 415.720.1462

Construction Project Management and Real Estate Development Services

www.novapartners.com

April 6, 2020

Peter Maslo
LACC Project Manager
1 N. San Antonio Road
Los Altos, Ca 94022

RE: ASR 11 – Extended Construction Schedule.

Dear Peter,

As discussed with Nova, we are submitting the attached ASR 11 which requests additional fee for a longer than expected construction schedule. Currently, without taking Covid 19 into account, we are projecting the construction administration phase to exceed our projections by 3 months.

As you consider this request, we think it helpful to provide you with a bit of project history so the City can understand the context of the request and our earnest approach to providing the City with design services.

The early design phases of the Community Center project experienced an intense amount of interest by City Council and the community. Noll and Tam worked with the City Council and stakeholders to refine the placement of the new building on the site and develop a successful concept/schematic design. These efforts became tangible at the 9/11/17 City Council meeting when the council voted to increase the project budget resulting in expanded building area, elevated building quality and site expansion to include the Library Connector.

Noll and Tam submitted Add Service 1 on 6/20/18 requesting design fees to cover the expanded scope and included a limited amount of additional fee for construction administration phase. ASR1 did not propose any changes or adjustments to the project schedule to compensate for additional effort implied in the elevated quality and expanded project scope.

ASR1 was authored prior to the completion of Design Development phase and did not capture continuing adjustments to the design including revisions to the site plan (examples are removal of the basketball court, redesign of entry plaza and fire department access studies) which came from stakeholder, commission and fire department reviews occurring between July of 2018 and May of 2019.

Our efforts in the design and documentation phases required more time than anticipated. The original schedule for the design phases, SD through CD was exceeded by 8 months. We have

absorbed this additional effort and only mention it here to provide perspective as we plan our design team's effort toward the completion of construction.

The transition from construction document phase to Bidding and Construction Administration was complicated by the departure of important city staff (head of the DPW, City Engineer and City's Project Manager), late procurement of Nova, the project's Construction Manager, and a late constructability review which occurred after application for building permit.

The Bidding and CA phases are anticipated to exceed our original planning assumptions by approximately 3 months (as noted in ASR11) and the overall project duration will have extended approximately 1 year longer.

We are currently seven months into the Construction Administration phase, and we see project needs exceeding the level of effort anticipated in Noll and Tam's contract as amended by ASR1. Our estimated hours described in ASR 11 for an extended CA duration are based on a similar level of effort.

For example, as you will remember, the primary tasks that have required additional attention in the last few months include:

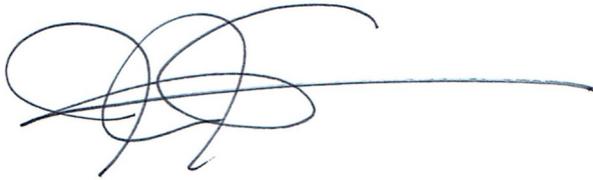
1. Review of Contractor substitution requests:
The project bid documents stipulated that requests for material substitutions will not be accepted after bid date. Shortly after award of contract, in the spirit of cooperation, the design team agreed to make an exception to the substitution rule and review a limited number of substitution requests, agreeing to review a limited scope of 7 substitution requests. To date, we have reviewed 16 substitution requests.
2. Additional facilitation of submittal review and processing
Noll and Tam expended additional hours than typically required to provide leadership and assistance in expediting key submittals in order to maintain project schedule:
 - Fire Protection (sprinklers) – multiple reviews and coordination assistance to the contractor to expedite Fire Department review and approval
 - Structural Steel – multiple reviews in a fast track format to maintain contractor's schedule
 - Concrete curb – unanticipated submittal, reviewed and issued an ASI for detailed coordination of curbs and other architectural elements.

Noll and Tam has been attentive to the needs of the City and the Contractor throughout the course of the project from the early stages of design through our current activities in the Construction

Administration phase; approval of ASR 11 will support our continued services in this longer than anticipated construction period.

Please contact me at your earliest convenience to discuss and/or if you need additional information to assist with your review of this request.

Best Regards,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

James Gwise AIA Architect, Associate
LACC Project Manager

CC: Janet Tam/N+T, Saul Flores/Nova, Joe Caps-Jenner/Nova



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LOS ALTOS, CALIFORNIA
AND
NOLL AND TAM ARCHITECTS AND PLANNERS
FOR
PROFESSIONAL SERVICES FOR THE HILLVIEW COMMUNITY CENTER
REDEVELOPMENT PROJECT**

THIS AGREEMENT is made and entered into as of the 22nd day of August, 2017, by and between the CITY OF LOS ALTOS, a municipal corporation, hereinafter referred to as “CITY,” and Noll and Tam Architects and Planners, hereinafter referred to as “CONSULTANT.”

RECITALS

WHEREAS, CITY desires to retain a qualified consulting firm to perform design services for work including the completion of schematic design, design development, construction documents, permitting/bidding, construction administration, and project close-out (the “Project”); and

WHEREAS, CITY has determined that CONSULTANT possesses the skills, experience and certifications required to provide the services required by the CITY; and

WHEREAS, CONSULTANT is an independent consultant providing similar professional services to numerous other cities; and

WHEREAS, CITY desires to retain CONSULTANT to provide professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises identified herein, the parties mutually agree as follow:

1. SCOPE OF SERVICES.

A. **CONSULTANT.** CONSULTANT shall assist the CITY by executing the following scope of services in a satisfactory and proper manner in accordance with requirements provided by the City Manager, or her designee. Services will include, but not be limited to, the items noted in Exhibit A.

2. **SCHEDULE.** Services of CONSULTANT are to commence upon the execution of this Agreement and shall continue in full force and effect until it is terminated. It is intended that the termination of this Agreement be contemporaneous with final acceptance of all services described in Exhibit A by the Los Altos City Manager or designee. CONSULTANT shall meet the completion date as indicated on Exhibit A. Time is of the essence for each and every provision

of this Agreement. CONSULTANT is not responsible for delays caused by events beyond its reasonable control.

3. **TERM.** The term of this Agreement shall continue in full force and effect for the FY2017/18. Changes in Scope of Services and Payment Schedule, Exhibit B, can be amended, as needed, thirty (30) days prior to the expiration of each fiscal year. If the Agreement is terminated, it is intended that the termination of the Agreement be contemporaneous with final acceptance of all services by CITY.

4. **COMPENSATION.** CONSULTANT will perform the work outlined above and will invoice CITY upon completion of the project. CONSULTANT's total compensation, including reimbursed expenses, for the services set forth for the Contract shall not exceed \$2,804,597 as outlined in Exhibit B.

A. **Compensation.** The professional fee for the work shall not exceed \$2,804,597 for the Scope of Work articulated in Exhibit A and fee schedule denoted in Exhibit B.

Noll and Tam Architects and Planners will serve as the lead consultant and primary contact for this service.

B. **Method of Payment.** As a condition precedent to any payment to CONSULTANT under this Agreement, CONSULTANT shall submit monthly to the CITY a statement of account which clearly sets forth the designated items of work for which the billing is submitted. Each statement of account shall also include a detailed record of the month's actual reimbursable expenditures.

CITY shall review CONSULTANT's monthly statement and pay CONSULTANT for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements. Payment will be made according to the CITY's standard Payment Schedule and Terms.

5. **ORGANIZATION.** CONSULTANT shall assign Janet Tam as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of CITY.

6. **OWNERSHIP OF WORK.** All documents furnished to CONSULTANT by CITY and all reports and supportive data prepared by CONSULTANT by this Agreement (collectively, "Work Product") are CITY's property, for the exclusive use of the CITY, shall be given to CITY at the completion of CONSULTANT services. CITY shall be granted xxx Subject to the foregoing, CONSULTANT may use the Work Product for its own internal purposes and for marketing purposes provided CONSULTANT shall not be authorized to use CITY's name and insignia for any purpose other than for the performance of services under this Agreement without the CITY's express written authorization.

7. **COMPLIANCE WITH LAW.** CONSULTANT shall use comply with all applicable federal, state and local laws, codes, ordinances and regulations,. CONSULTANT represents to CITY that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT shall maintain a City of Los Altos Business License.

8. **STANDARD OF CARE.** CONSULTANT's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
9. **INSURANCE.** CONSULTANT shall procure and maintain for the duration of the Agreement insurance as described in Exhibit C against claims for injuries to persons or damages to property with may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees or subcontractors.
10. **RELATIONSHIP BETWEEN THE PARTIES.** CONSULTANT is, and at all times shall remain, an independent contractor, not an agent or employee of the CITY. CONSULTANT shall be solely responsible for all acts of its employees, agents or sub-consultants, including any negligent acts or omissions. CONSULTANT shall have no authority to act on behalf of the CITY or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. As an independent contractor, CONSULTANT shall not be entitled to any benefit, right or compensation from the CITY other than those provided for in this Agreement.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT shall defend (with counsel reasonably approved by CITY), indemnify and hold CITY, the City Council, members of the City Council, its employees, representatives, agents and volunteers harmless from any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses expenses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death and financial losses (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CONSULTANT or CONSULTANT'S officers, assistants, subcontractors, employees or agents in connection with the performance of CONSULTANT's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CITY, the City Council, members of the City Council, its employees, or authorized volunteers.

12. **CALIFORNIA LABOR CODE REQUIREMENTS.** CONSULTANT is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws, if applicable. CONSULTANT shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the CONSULTANT and all sub consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor

Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, CONSULTANT and all sub consultants performing such services must be registered with the Department of Industrial Relations. CONSULTANT shall maintain registration for the duration of the Project and require the same of any sub consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be CONSULTANT's sole responsibility to comply with all applicable registration and labor compliance requirements.

13. **TERMINATION OF AGREEMENT.** Notwithstanding any other provision of this Agreement, the CITY may terminate this Agreement without cause at any time upon giving ten days written notice to CONSULTANT. In the event of such a termination, CONSULTANT shall be entitled to any compensation owed for services rendered up to the effective date of termination.

In the event CITY desires to terminate this Agreement for cause, CITY will first provide CONSULTANT written notice setting forth the basis for finding CONSULTANT in default of the Agreement and CONSULTANT will have the opportunity to cure such default within ten days of receipt of the written notice. If CONSULTANT has not cured the default within the ten day cure period or made good faith plans approved by the CITY for curing of the default, this Agreement shall be deemed terminated for cause as of the effective date of termination set forth in the CITY's written notice.

14. **MAINTENANCE OF RECORDS.** Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by CONSULTANT and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under this Agreement for inspection by CITY.
15. **NOTICES.** Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other part at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing it mailed as provided in this section.

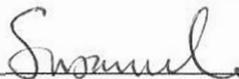
CITY: City of Los Altos
Christopher Jordan, City Manager
1 N. San Antonio Road
Los Altos, CA 94022

CONSULTANT: Janet Tam, Principal
Noll and Tam Architects and Planners
729 Heinz Avenue #7
Berkeley, CA 94710

16. **PARTIAL INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
17. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.
18. **NO IMPLIED WAIVERS.** The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
19. **ASSIGNMENT.** The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. CONSULTANT, therefore, shall not assign, delegate, nor transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of CITY. Any assignment of any right or obligation or subcontracting of any work without CITY consent shall be void and of no effect.
20. **TAXES.** CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold CITY harmless from any liability which it may incur to the United States of America or the State of California as a consequence of CONSULTANT'S failure to pay, when due, all such taxes and obligations. In the event CITY is audited for compliance regarding withholding or other applicable taxes, CONSULTANT agrees to furnish CITY with proof of payment of taxes on these earnings.
21. **NONDISCRIMINATION.** CONSULTANT shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) on the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.
22. **DEFAULT.** In the event CONSULTANT fails to provide the services set forth in this Agreement due to the fault of CONSULTANT, CITY shall have the right to either do the work itself or hire an outside contractor to perform those services.
23. **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS.** CITY reserves its right to employ other consultants in connection with this Project or other projects.
24. **VENUE.** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Santa Clara, San Jose, California. If a dispute arises between the parties in regards to this Agreement, and the dispute cannot be settled through good-faith negotiations, the parties may voluntarily elect to submit the dispute to non-binding mediation.
25. **CONSTRUCTION.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation or law.

26. **AMENDMENT.** This Agreement constitutes the complete and exclusive statement of the Agreement to CITY and CONSULTANT. It may be amended or extended from time-to-time by written agreement of the parties hereto.
27. **INTEGRATION.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged. If there is any conflict in the terms of this Agreement with the exhibits or attachments hereto, then the provisions of this Agreement shall control.
28. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.
29. **IN WITNESS WHEREOF,** the CITY and CONSULTANT have executed this Agreement as of the date first above written.

APPROVED AS TO CONTENT:



Susanna Chan, Public Works Director

APPROVED AS TO FORM:

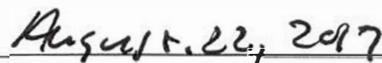


Christopher J. Diaz
City Attorney

AGREED:



Christopher Jordan
City Manager



Date

CONSULTANT:



Janet Tam, Principal



Date



SCOPE OF SERVICES FOR HILLVIEW COMMUNITY CENTER

BASIC SERVICES

The Project, which is located in the City of Los Altos Civic Center complex at the Hillview Community Center, includes the design of a new community center with an overall project budget of \$25M. The Consultant shall manage and coordinate all design and document preparation tasks through the phases of the Project. The Consultant shall provide the services from its own staff or external sub-consultants in the following disciplines as necessary:

Community Center Design	Structural Engineering
Mechanical, Electrical, Plumbing Engineering	Civil Engineering
Surveying	Landscape Architecture
Lighting Design	Interior Design (Including FFE)
Food Service/Kitchen Design	Security
Information/Technology – Data Telecom	Audio Visual Design
Signage/Graphics	Sustainability
Acoustical	Code Compliance
Specification Writing	Cost Estimating
Geotechnical	CGI Rendering

The work includes the completion of schematic design, design development, construction documents, permitting/bidding, construction administration, and project close-out.

The Consultant shall target LEED Silver equivalent rating per the U.S. Green Building Council (USGBC) rating system. The Consultant shall coordinate with the City to evaluate and incorporate cost effective elements that will result in this equivalent rating.

The proposed construction delivery method for the project is to be Design/Bid/Build.

TASK I – SCHEMATIC DESIGN

1. The Consultant shall meet bi-weekly throughout schematic design with the City and the Hillview Community Center Project Task Force. The objective of the Task Force is to represent the interests of the broader Los Altos community to make recommendations to the City Council regarding:
 - a. Allocation of space at a new Hillview Community Center
 - b. Exterior design and layout of the new Hillview Community Center

The City Council will be appointing a chair of the Task Force from those selected to the Task Force. Members of the Task Force will be appointed to a temporary term for the duration of schematic design phase of the Hillview Community Center project. The Consultant shall work with the Task Force and City to prepare a space allocation plan to meet the program requirements as determined during schematic design.

**SCOPE OF SERVICES
HILLVIEW COMMUNITY CENTER
MAY 2017**

2. In cooperation with the City, the Consultant shall prepare documents illustrating the scale and relationship of project components (Schematic Design Documents). The documents shall include but not be limited to a site plan, enlarged site plans, floor plans, elevations, site sections, site elevations, outline specifications and other documents necessary and as required to illustrate the proposed project scope and concept. The Schematic Design documents shall include preliminary selections of major building systems and construction materials (including samples of proposed materials) shall be noted on the drawings or described in writing.
3. The Consultant shall meet with the City at intervals as necessary to develop the design and review progress drawings and other documents which depict Schematic status of the Project.
4. The Consultant shall target LEED Silver equivalent rating per the U.S. Green Building Council (USGBC) rating system. The Consultant shall coordinate with the City to evaluate and incorporate cost effective elements that will result in this equivalent rating.
5. The Consultant shall prepare a preliminary site development package to include civil plans illustrating demolition; grading and paving; hydrology calculations and drainage (to include potential detention basins and/or bio-swales) and all utility services.
6. The Consultant team shall include an arborist to prepare a report to determine the type, location and health of all trees within the Project scope area and prepare an existing tree inventory plan to provide a basis for a tree removal, tree protection and tree planting plan for the Project scope area.
7. The Consultant shall develop phasing plans during construction. The Consultant shall review with the City proposed potential contractor staging, lay-down and logistics at the community center, interim parking, site access and building access during construction so as to best minimize disruption of existing building and park operations.
8. The Consultant shall prepare an Estimated Project Construction Cost Estimate at 100% completion of Schematic Design, the purpose of which is to show the probable construction cost in relation to the City's Project Budget. If the Consultant perceives site considerations or City project requirements which render the project cost prohibitive, the Consultant shall disclose such conditions in writing to the City immediately.
9. The Consultant shall make a presentation of the Schematic Design documents and Schematic Design Cost Estimates to the City Council in order to update design progress, solicit comment and obtain approval for the Schematic Design project scope and budget.
10. All cost estimates will be reconciled with a City/Project Management Cost Estimate developed by an independent third party cost estimator. The City shall prepare at City's discretion and at its own expense the independent third party estimates of probable construction costs. The Consultant shall attend one (1) cost reconciliation meeting with the third party cost estimator for the purpose of reconciling the 100% Schematic Design Estimated Project Construction Costs.
11. The City and the Consultant shall meet to review the provisional Schematic Design Documents and Cost Estimates in order to reach agreement on any City-authorized adjustment to the approved Project schedule or construction budget and identify any necessary clarifications of the provisional Schematic Design Documents.
12. The Consultant shall make all City-requested changes, additions, deletions and corrections in the Schematic Design Documents which may result from the City's or any constructability review, at no additional cost to the City, so long as they are not in conflict with earlier City direction.
13. Unless the City agrees otherwise in writing, the Consultant shall revise respective provisional Schematic Design documents and Cost Estimates to reflect adjustments and clarifications agreed upon in the review meeting and resubmit Schematic Design documents and Cost Estimates to the City. Once approved, the revised Schematic Design documents shall become the final Schematic Design Documents.

**SCOPE OF SERVICES
HILLVIEW COMMUNITY CENTER
MAY 2017**

TASK II – DESIGN DEVELOPMENT

1. Upon written approval by the City of the Schematic Design documents and the 100% Schematic Design Estimated Project Construction Cost, the Consultant shall prepare Design Development documents consisting of but not limited to site plans, enlarged site plans, building floor plans, enlarged floor plans, site sections, building sections, building elevations, typical construction details, finish schedules indicating finish selection, interior elevations, outline specifications and other drawings and documents sufficient to fix and describe the scope, relationship, size, appearance and character of the project components.
2. Design Development documents shall include Mechanical, Electrical and Plumbing system designs and equipment layouts including single line diagrams and an energy analysis report.
3. The Consultant shall provide interior and exterior lighting design services to include lighting design plans and schedules and photometric calculations as required for permit and to confirm minimum or maximum light levels for site development and building areas, path of travel and emergency egress.
4. Consultant shall coordinate and provide necessary plans and documents to assist the City with a third party environmental review (CEQA) for the project.
5. The Consultant shall update the LEED checklists for and report identifying probable design credits for the Project and prepare as needed concept cost/benefit analysis of individual design elements for review and consideration by the City.
6. The Consultant shall finalize storm water and design drainage plans and incorporate site features in conformance with the guidelines of the City and as required to comply with the stormwater permit regulations.
7. The Consultant shall take the lead role in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project.
8. The Consultant shall interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act (ADA). The Consultant shall identify all non-compliant construction within the Project scope area and complete plans and specifications for site and building improvements within the Project scope area as required to correct or remove non-compliant construction as required for permit.
9. The Consultant shall meet with the City at intervals as necessary to develop the design and to review progress drawings and other documents which depict Design Development status of the Project.
10. The Consultant shall establish an updated Estimated Project Construction Costs at 100% completion of Design Development documents containing detail consistent with the Design Development documents.
11. The Consultant shall prepare documents as part of the City's Land Use application submittal process and make presentations of the Design Development documents to the Bicycle and Pedestrian Advisory Commission, and Planning and Transportation Commission to update solicit comment and obtain approval for the Design Development project scope and budget.
12. The Consultant shall make presentations of the Design Development documents and 100% Design Development Cost Estimates to the City Council in order to update design progress, solicit comment and obtain approval for the Design Development project scope and budget.
13. All cost estimates will be reconciled with a City/Project Management Cost Estimate developed by an independent third party cost estimator. The City shall prepare at City's discretion and at its own expense the independent third party estimates of probable construction costs. The Consultant shall attend one (1) cost reconciliation meeting with the third party cost estimator

**SCOPE OF SERVICES
HILLVIEW COMMUNITY CENTER
MAY 2017**

- for the purpose of reconciling the 100% Design Development Estimated Project Construction Costs.
14. The City and the Consultant shall meet to review the provisional Design Development Documents and Cost Estimates in order to reach agreement on any City-authorized adjustment to the approved Project schedule or construction budget and identify any necessary clarifications of the provisional Design Development Documents and/or the 100% Design Development Cost Estimates.
 15. The Consultant shall make all City-requested changes, additions, deletions and corrections in the Design Development documents which may result from any constructability review, at no additional cost to the City.
 16. Unless the City agrees otherwise in writing, the Consultant shall revise provisional Design Development documents and Cost Estimates to reflect adjustments and clarifications agreed upon in the review meeting and resubmit Design Development documents and Cost Estimates to the City.
 17. Once approved, the revised Design Development documents shall become the final Design Development Documents.
 18. If the City has not authorized in writing a revision to the project scope and the Estimated Project Construction Costs based on Design Development documents exceeds the City's Construction Budget by more than ten percent (10%), the City may request the Consultant to amend, at the Consultant's sole cost and expense, the Design Development Documents in order to meet the City's Construction Budget.

TASK III – CONSTRUCTION DOCUMENTS

1. Based upon approved Design Development Documents, the approved updated project Construction Budget, the Consultant shall prepare, for approval by the City, Construction Documents consisting of drawings, specifications and other documents setting forth in detail the requirements for construction of the Project. The Consultant shall prepare complete drawings and specifications as are necessary for developing complete bids for properly executing the Project work. Drawings and Specifications shall set forth in detail all of the following: 1) the Project construction work to be done; 2) the materials, workmanship, finishes, and equipment required for the Project; and 3) the utility service connection equipment and site work.
2. The Consultant shall update the LEED checklists and report identifying probable design credits for the Project. The Consultant team shall incorporate in the technical specifications and drawings language sufficient to ensure performance and construction of Project Components related to achieving LEED Silver equivalent certification.
3. The Construction Documents and Specifications must be in such form as will enable the Consultant and the City to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project.
4. It will be necessary to satisfy the requirements of the National Pollution Discharge Elimination System (NPDES) General Permit for Construction Activities. The Consultant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) which will include Best Management Practices (BMP's) that outline standard practices that can be implemented to decrease the discharge of pollutants into storm drains during construction operation on the site.
5. The Consultant shall submit a written Estimated Project Construction Costs for the project based on the Construction Document Phase Documents at 50% completion and 100% completion. Construction Document Phase documents shall be consistent with the Project

**SCOPE OF SERVICES
HILLVIEW COMMUNITY CENTER
MAY 2017**

Construction Budget and, if not in conformance, shall be revised until approved in writing by the City.

6. All cost estimates will be reconciled with a City/Project Management Cost Estimate developed by an independent third party cost estimator. The City shall prepare, at City's discretion and at its own expense, the independent third party estimates of probable construction costs. The Consultant shall attend one (1) cost reconciliation meeting at each Construction Document milestone with the City third party cost estimator for the purpose of reconciling the 50% and 100% Construction Document Estimated Project Construction Cost.
7. The City and the Consultant shall meet to review the provisional 100% Construction Documents and Cost Estimates in order to reach agreement on any City-authorized adjustment to the approved Project schedule or construction budget and identify any necessary clarifications of the provisional Construction Documents and Construction Document cost estimates.
8. The Consultant shall make all City-requested changes, additions, deletions and corrections in the Construction Documents which may result from any constructability review, at no additional cost to the City.
9. Unless the City agrees otherwise in writing, the Consultant shall revise provisional Construction Documents and Cost Estimates to reflect adjustments and clarifications agreed upon in the review meeting and resubmit Construction Documents and Cost Estimates to the City. Once approved, the revised Construction Documents shall become the final 100% Construction Documents.

TASK IV – PERMITTING AND BIDDING

1. The Consultant, with input and assistance from the City, shall develop the documents describing Contract, Prequalification forms, bidding forms, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Division One of the Project Manual (i.e. City standards for construction, specifications, and the contract), Sample Forms, prequalification requirements and forms, and any other certifications and documents required by laws, rules and regulations which may be reasonably required in order to obtain General Contractor bids responsive to the Construction Documents.
2. Upon completion of Construction Documents and incorporation of changes, additions, deletions and corrections resulting from the constructability review, Construction Documents shall be submitted to the appropriate federal, state, regional or local permitting agencies concerned with the Project.
3. Upon incorporation of permitting agency comments, the Consultant shall schedule a back-check review with the permitting agency. Any back-check changes required by the permitting agency shall be incorporated into the Construction Documents.
4. The Consultant shall submit written final Estimated Project Construction Costs for the Project based on the Construction Documents incorporating all constructability and permitting agency comments.
5. During the Bidding Process, the Consultant shall respond to requests for information or clarification. The Consultant shall respond only to questions or requests for clarifications concerning the Construction Documents that are submitted by the City or the Contractor. Any such questions or requests for clarifications from bidders must be submitted through the City/Contractor.
6. The Consultant shall prepare any required Addenda to the Construction Documents in the City's format for approval and distribution by the City.

**SCOPE OF SERVICES
HILLVIEW COMMUNITY CENTER
MAY 2017**

TASK V – CONSTRUCTION ADMINISTRATION SUPPORT

1. The Consultant shall provide services during the Construction Phase under management and oversight of the City's Project Manager (PM) for the Project.
2. All Consultant communication with the contractor during Bidding and Construction Phases shall be through the PM.
3. The Consultant shall review the project schedule, schedules of shop drawing submittals and schedules of values prepared by the construction contractor and consult with the PM concerning their acceptability.
4. The Consultant shall conduct site visits to observe each contractor's work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such visits shall be conducted weekly or as often as are necessary and appropriate to the stage of construction. Such visits may be in conjunction with the Project's construction meetings.
5. The Consultant shall cause all architects, engineers and other consultants, as may be hired by the Consultant or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.
6. The Consultant shall attend all construction meetings and confirm written reports/minutes produced by the PM after each construction meeting in order to keep the City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the PM's sole discretion, but no less than weekly.
7. The Consultant shall make written reports to the PM as necessary to inform the PM of problems arising during construction, changes contemplated as a result of such problems and progress of the Project work. The Consultant shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by the Consultant.
8. The Consultant shall review, process, and approve all submissions for compliance with the Construction Documents and respond to such submissions in a timely manner so as to not delay the progress of the schedule or construction work. The Consultant's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.
9. The Consultant shall evaluate and advise the PM of any Change Requests and material change(s), which may be requested or necessary in the Project plans and specifications. The Consultant agrees to comply with the PM's change request process and shall provide the PM with its opinion as to whether such change requests should be approved.
10. The Consultant shall be responsible for tracking the LEED silver equivalent process with and for implementing and guiding the process throughout the construction and close-out of the Project including review of submittals to ensure compliance with LEED goals.
11. The Consultant, upon request by the City or City's representative, shall examine and provide feedback on the construction contractor's application for payment based on the Consultant's observations at the site.
12. The Consultant shall determine the date of substantial completion, in consultation with the PM, and complete and submit the appropriate form to the PM.
13. After determining that the Project is substantially complete, the Consultant shall participate in the inspection of the Project and shall prepare a Punch List of all remaining deficiencies and minor items needed to be corrected or completed on the Project. The Consultant shall notify the PM of all Punch List Items.
14. The Consultant shall cause all other architects, engineers and other consultants, as may be hired by the Consultant, to file any and all required documentation with governmental authorities necessary to close out the Project. The Consultant shall assist the PM in obtaining such documentation from all other architects, engineers, or other consultants.

SCOPE OF SERVICES
HILLVIEW COMMUNITY CENTER
MAY 2017

TASK VI – PROJECT CLOSE-OUT PHASE

1. The Consultant shall incorporate all RFI, Addenda and Bulletins and Contractor as-built files into the Construction Documents. Graphic Design/Signage Design document files shall be delivered as Illustrator files and in PDF format only.
2. The Consultant shall review the Contractor furnished as-built files for completeness.
3. The Consultant shall review all warranties, guarantees and final close-out material provided by the contractor and sub-contractors.
4. The Consultant shall cause all other engineers and other consultants, as may be hired by the Consultant to file any and all required documentation with all governmental agencies necessary to close out the Project.

EXHIBIT B

Noll & Tam Architects
729 Heinz Avenue
Berkeley, CA 94710

Hillview Community Center
City of Los Altos
6/15/2017

		PROGRAM CONFIRMATION & SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	PERMITTING & BIDDING	CONSTRUCTION ADMINISTRATION	PROJECT CLOSEOUT	TOTALS
Basic Service	Consultant							
Architectural	Noll & Tam	\$158,440	\$270,800	\$417,880	\$86,600	\$359,820	\$5,000	\$1,298,540
Structural Engineering	Daedalus	\$29,150	\$43,725	\$160,325	\$14,575	\$38,500	\$4,750	\$291,025
Mechanical/Plumbing	Integral Group	\$38,500	\$61,600	\$72,600	\$4,400	\$61,600	\$13,200	\$251,900
Electrical/Lighting/Telecom	O'Mahony & Myer, Inc.	\$27,225	\$54,450	\$123,750	\$12,375	\$24,750	\$4,950	\$247,500
Civil Engineering	BKF	\$18,700	\$30,800	\$57,200	\$8,800	\$15,400	\$5,500	\$136,400
Landscape Architecture	MIG	\$17,600	\$33,000	\$77,000	\$5,500	\$22,000	\$5,500	\$160,600
Cost Estimating	Oppenheim Lewis	\$3,300	\$11,000	\$22,000	\$8,800	\$0	\$0	\$45,100
Subtotal		\$292,915	\$505,375	\$930,755	\$141,050	\$522,070	\$38,900	\$2,431,065
SUPPLEMENTAL SERVICES								
Acoustics/AV/Security	Smith, Fause & McDonal	\$8,800	\$17,622	\$24,970	\$2,728	\$0	\$13,332	\$67,452
Signage/Graphics	Square Peg Design	\$11,000	\$8,800	\$7,700	\$1,100	\$1,650	\$550	\$30,800
Kitchen Design	RAS Design Group	\$1,100	\$1,100	\$4,400	\$1,925	\$1,100	\$0	\$9,625
Interiors (FF&E)	Noll & Tam	\$10,000	\$12,000	\$20,000	\$0	\$15,000	\$0	\$57,000
Geotechnical	CE&G	\$0	\$26,371	\$8,628	\$0	\$28,989	\$0	\$63,989
Surveying	R.E.Y. Engineers	\$60,346	\$0	\$0	\$0	\$0	\$0	\$60,346
Sustainability	Brightworks Sustainabilit	\$6,600	\$8,800	\$6,600	\$2,200	\$11,000	\$2,200	\$37,400
Code Consultant	The Preview Group	\$10,340	\$4,400	\$6,600	\$5,280	\$800	\$0	\$27,420
Subtotal								\$354,032
Reimbursable Expense Allowance		\$0	\$1,000	\$2,500	\$10,000	\$6,000	\$0	\$19,500
TOTAL FEE								\$2,804,597

Project Assumptions:

- 1 The fee is based on the RFP scope of work, dated May 2017
- 2 Overall project cost \$25 million and approx \$16-17 million for construction cost
- 3 Hillview Community Center Project Task Force Meetings (1-2) times a month through 2017
- 4 Up to (2) open community meetings, if required
- 5 Construction Administration includes (1) site meeting per week for 12-14 months
- 6 Schematic Design phase includes space program development
- 7 Conceptual cost estimating includes:
A conceptual cost comparison of concept options in the Schematic Design Phase in addition to the (5) estimates as requested in the RFP scope + reconciliation meetings.

EXHIBIT C

INSURANCE

CONSULTANT shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **Project Manager, City of Los Altos, 1 N. San Antonio Rd., Los Altos, CA 94022**

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation/Employer’s Liability:** CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent CONSULTANT has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement CONSULTANT shall maintain insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT. “Covered Professional Services” as designed in the policy must specifically include work performed under this Agreement.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The City of Los Altos, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising

out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies. If any of the required policies provide claims-made coverage:

5. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
6. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract work.*
7. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work.

Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insured: Noll & Tam Architects
Insurer: Sentinel Insurance Co. LTD
Policy Number: 57SBWBG6800
Policy Effective Date: 06/25/2017
Additional Insured:

Re: Los Altos Hillview Community Center - NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S), CONT.: City of Los Altos, its officers, officials, employees, and volunteers.

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**EXCERPTS FROM CA 0001 (1013)
HARTFORD BUSINESS AUTO COVERAGE**

Insured: Noll & Tam Architects

Policy Number: 57UEGVJ7610

Policy Effective Date: 06/25/2017

Additional Insured:

Re: Los Altos Hillview Community Center - NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S), CONT.: City of Los Altos, its officers, officials, employees, and volunteers.

Additional Insured: SECTION II – COVERED AUTO LIABILITY COVERAGE

A.1. WHO IS AN INSURED: The following are "insureds"

c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance.

For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form's Covered Auto Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS

G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

**EXCERPTS FROM HA9916 (0312)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

Insured: Noll & Tam Architects

Policy Number: 57WEGGF6495

Effective Date: 06/25/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

City of Los Altos
Attn: Project Manager
Los Altos City Hall
1 N. San Antonio Road

Re: Los Altos Hillview Community Center - PERSON OR ORGANIZATION, CONT.: City of Los Altos, its officers, officials, employees, and volunteers.

Countersigned by 
Authorized Representative





Project Name	<i>Hillview Community Center Redevelopment Project</i>			
Project Number	<i>CF-01002</i>			
Consultant	<i>Noll & Tam Architects and Planners</i>			
Contract/ Amendment	Date	Contract/ Amendment (\$)	Exhibits	Content
Original Contract	9/29/17	\$2,804,597.00		Scope of Services & Fee Schedule
Amendment No. 1	6/4/18	none		<i>Revise term of Agreement to include FY2018/19, FY2019/20 and FY2020/21</i>
Amendment No. 2				
Contract/ Amendment Amount to Date		<i>\$2,804,597.00</i>		

Submitted for review by:

Department: _____ By: _____ Date: _____

AMENDMENT No. 1
TO THE AGREEMENT BETWEEN
THE CITY OF LOS ALTOS, CALIFORNIA
AND
NOLL AND TAM ARCHITECTS AND PLANNERS
FOR DESIGN/ PROFESSIONAL CONSULTING SERVICES FOR
HILLVIEW COMMUNITY CENTER REDEVELOPMENT PROJECT CF-01002

THIS AMENDMENT No. 1, made and entered into as of the 21st day of June 2018, TO THE ORIGINAL AGREEMENT made and entered into on August 22, 2017, by and between CITY OF LOS ALTOS, a municipal corporation, hereinafter referred to as "CITY," and Noll and Tam Architects and Planners, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, on August 22, 2017 CITY and CONSULTANT entered into an agreement for consulting services ("Agreement") for work including the completion of schematic design, design development, construction documents, permitting/bidding, construction administration, and project close-out (the "Project"); and

WHEREAS, CITY has determined that CONSULTANT possesses the skills, experience and certifications required to provide the services required by the CITY; and

WHEREAS, CONSULTANT is an independent consultant providing similar professional services to numerous other cities; and

WHEREAS, CITY desires to retain CONSULTANT to provide professional services under the terms and conditions set forth in this Agreement for FY2018/19, FY2019/20 and FY2020/21; and

In consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, CITY and CONSULTANT hereby agree that the following section of the aforesaid Agreement dated August 22, 2017, is amended to read as follows:

1. Section 3, **TERM**, is hereby amended to extend the term to include FY2018/19, FY 2019/20, and FY 2020/21.
2. All other terms of the original Agreement dated August 22, 2017, which are not in conflict with the provisions of this Amendment No. 1, shall remain unchanged and in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of Amendment No. 1 shall control.

If there is any conflict in the terms of this Amendment No. 1 with the exhibits or attachments, then the provisions of this Amendment No. 1 shall control.

CITY OF LOS ALTOS:

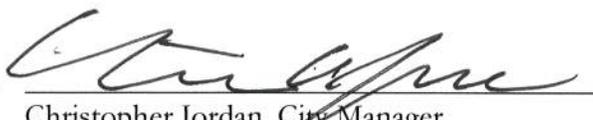
APPROVED AS TO CONTENT

By: 
Susanna Chan, Director of Public Works

APPROVED AS TO FORM

By: 
Christopher J. Diaz, City Attorney

AGREED

By:  Date: 6/20/18
Christopher Jordan, City Manager

CONSULTANT:

By:  Date: June 5, 2018
Noll and Tam Architects and Planners



Project Name	<i>Hillview Community Center Redevelopment Project</i>			
Project Number	<i>CF-01002</i>			
Consultant	<i>Noll & Tam Architects and Planners</i>			
Contract/ Amendment	Date	Contract/ Amendment (\$)	Exhibits	Content
Original Contract	8/22/17	\$2,804,597.00	A, B, C	Scope of Services & Fee Schedule
Amendment No. 1	6/4/18	none		<i>Revise term of contract from FY2017/18 to FY2020/21</i>
Amendment No. 2	8/21/18	\$467,781	D, E	<i>Modification #1 to Scope of Services, Fee Schedule, and update insurance.</i>
Contract/ Amendment Amount to Date		<i>\$3,272,378.00</i>		

Submitted for review by:

Department: _____ By: _____ Date: _____

AMENDMENT No. 2
TO THE AGREEMENT BETWEEN
THE CITY OF LOS ALTOS, CALIFORNIA
AND
NOLL AND TAM ARCHITECTS AND PLANNERS
FOR DESIGN/ PROFESSIONAL CONSULTING SERVICES FOR
HILLVIEW COMMUNITY CENTER REDEVELOPMENT PROJECT CF-01002

THIS AMENDMENT No. 2, made and entered into as of the 29th day of August 2018, TO THE ORIGINAL AGREEMENT made and entered into on August 22, 2017, by and between CITY OF LOS ALTOS, a municipal corporation, hereinafter referred to as "CITY," and Noll and Tam Architects and Planners, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, on August 22, 2017 CITY and CONSULTANT entered into an agreement for consulting services ("Agreement") for work including the completion of schematic design, design development, construction documents, permitting/bidding, construction administration, and project close-out (the "Project"); and

WHEREAS, CITY has determined that CONSULTANT possesses the skills, experience and certifications required to provide the services required by the CITY; and

WHEREAS, CONSULTANT is an independent consultant providing similar professional services to numerous other cities; and

WHEREAS, CITY desires to retain CONSULTANT to provide professional services under the terms and conditions set forth in this Agreement; and

In consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, CITY and CONSULTANT hereby agree that the following sections of the aforesaid Agreement dated August 22, 2017, are amended to read as follows:

1. Section 1, **SCOPE OF SERVICES**, is hereby amended to add the following to the end of the paragraph:

"CONSULATANT shall provide additional design and engineering services for the Hillview Community Center Redevelopment Project CF-01002 as described and shown in Exhibit D. CONSULTANT'S fee for the additional services is \$467,781."

2. Section 4, A, **COMPENSATION**, is hereby amended to add the following sentence at the end of the paragraph:

"Compensation for additional design and engineering services for the project as described in Exhibit D and Exhibit E of Amendment No. 2 shall not exceed \$467,781.

3. Section 9, **INSURANCE**, is amended to replace Exhibit C with Exhibit E.

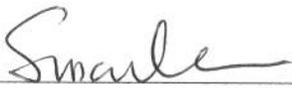
“CONSULTANT shall procure and maintain for the duration of the Agreement insurance as described in Exhibit E against all claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees or subcontractors.”

4. All other terms of the original Agreement dated August 22, 2017, which are not in conflict with the provisions of this Amendment No. 2, shall remain unchanged and in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 2, the provisions of Amendment No. 2 shall control.

If there is any conflict in the terms of this Amendment No. 2 with the exhibits or attachments, then the provisions of this Amendment No. 2 shall control.

CITY OF LOS ALTOS:

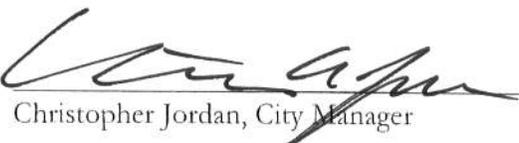
APPROVED AS TO CONTENT

By: 
Susanna Chan, Director of Public Works

APPROVED AS TO FORM

By: 
Christopher J. Diaz, City Attorney

AGREED

By:  Date: 8/29/2018
Christopher Jordan, City Manager

CONSULTANT:

By:  Date: 08/15/2018
Noll and Tam Architects and Planners

EXHIBIT D

MODIFICATION NO. 1 TO SCOPE OF SERVICES NOLL AND TAM ARCHITECTS AND PLANNERS FOR DESIGN/ PROFESSIONAL CONSULTING SERVICES FOR HILLVIEW COMMUNITY CENTER REDEVELOPMENT PROJECT CF-01002

August 15, 2018

The purpose of Modification No. 1 to the original Scope of Services dated August 22, 2017 is to add additional services to the Agreement.

City Council provided direction to the design team to move forward with the schematic design phase based upon the following design elements:

1. **Increase building quality**
Provide design and engineering services to increase quality of the building including upgrading materials.
2. **Increase building functionality**
Provide design and engineering services to increase functionality of the building including greater building flexibility.
3. **Upgrade from LEED Silver equivalent to LEED Gold equivalent**
Provide design, engineering services, and documentation to obtain a LEED Gold equivalent.
4. **Improve pedestrian connectivity to the library.**
Provide design and engineering services to improve the connection between the library and community center.
5. **Increase building area by 3,000 SF.**
Provide design and engineering services to increase the new building area from 21,500 sq. ft. by 3,000 sq. ft. (total 24,500 SF).
6. **Increase outdoor program space.**
Provide design and engineering services to increase the outdoor program space.
7. **Re-design of parking lot.**
Provide design and engineering services to provide for a new parking lot.

The Scope of Services is further detailed in Noll & Tam Architects Hillview Community Center Additional Service Request #1, dated June 20, 2018.

Theresa Yee, CPC DBIA
Project Manager, City of Los Altos
1 N. San Antonio Road
Los Altos CA 94022

Subject: Hillview Community Center Additional Service Request #1

Date: June 20, 2018

Dear Theresa,

Per your request, we are submitting this Additional Service Request proposal for Los Altos Community Center scope expansion and quality enhancements.

As you are aware, the City Council proposed scope and quality enhancements to the Los Altos Community Center Project during the 9/26/17 Working Session; upon review of concept schemes presented at the City Council Meeting of 12/12/17, city council directed the design team to proceed with development of the enhanced project. In good faith, the design team has started work on the added scope as directed, ahead of formal Council approval of our additional fee request.

Summary 9/26/17 Scope Expansion

The following summarizes additional scope items:

- 1. Increased Building Quality** with an upgrade of materials and detailing of the project requiring additional design and construction administration time:
- 2. Increasing Building Functionality:** additional effort required to identify and document design features and concepts offering greater flexibility of use (such as movable partitions, flyaway doors):
- 3. Upgrade from LEED Silver Equivalent to LEED Gold Equivalent:** additional effort for identification, documentation and construction administration of LEED credits for Gold Equivalent:
(This proposal excludes design services for LEED Gold formal USGBC certification.)
- 4. Improved pedestrian connectivity to the Library:** Noll and Tam effort required for collaboration with Landscape Architect to generate improved connectivity between the new community center and the Library:
- 5. Increase Building area by 3,000 sq. ft.:** design effort for adjusting site plan, reconfiguring building plan to incorporate additional space, additional documentation:
- 6. Increase outdoor program space:** design efforts in collaboration with Landscape architect for design, documentation and construction administration of additional scope:

7. Refinish existing parking lot/Redesign of parking lot: design effort for planning, documentation and construction administration of new parking lot, driveway and associated items:

In addition to design services associated with the budget increases approved by City Council, our add service request also includes additional work that was completed during the SD phase, resulting out of the Task Force Community process. This extended effort included multiple concept design options and iterations, additional support for public outreach, and additional Task Force and City Council meetings beyond what was anticipated in our original fee proposal and the RFP documents.

A summary list of additional fees for the entire design team is attached to this letter along with a narrative comparing the original contract scope to the expanded scope as requested by City Council. The total additional service request is \$467,781.00.

Please contact me at your earliest convenience if you have questions and/or wish to discuss.
Thank you.

Best regards,

James Gwise, AIA
Project Manager

Attachment: ASR 1 Fee Summary; Supporting Detail, and NT add fee hourly breakdown

ADDITIONAL SERVICES REQUEST #1

Consultant	Base Fee	Added Fee	Comments
1 BKF	\$136,400	\$13,200	Parking lot redesign and new pedestrian connector
2 Structural	\$291,025	\$8,250	Additional effort for expanded scope, increase in quality and area, higher seismic level for shelter function
3 Mechanical Plumbing	\$251,900	\$6,600	Additional program elements (Café), expanded building area
		\$24,200	Leed Gold Equivalent/energy modelling (excludes commissioning)
4 Electrical	\$247,500	\$6,600	Additional Scope - Parking Lot lighting design, photometrics, added title 24 calcs and documentation
		\$8,250	Leed Gold Equivalent
5 Survey	\$60,346	\$3,388	Addition survey for pedestrian connector
6 Cost	\$55,000	\$23,925	Provided additional estimating for add scope items (parking, site, pedestrian connection, , etc.), + TF mtgs
7 Landscape	\$170,500	\$66,000	Extended Scope for Library Connector, parking lot, site planning, added outdoor program spaces
8 Landscape	\$0	\$8,448	Additional Council + Community meetings (See detail)
9 Square Peg	\$30,800	\$3,300	Additional design associated with parking lot, library connector
10 Bright Works	\$37,400	\$6,600	Additional research and coordination effort for Leed Gold
11 Arborist Report	\$0	\$5,720	Not included in original proposal
12 Kitchen Designer	\$9,625	\$3,300	Café not anticipated in original scope -
13 Acoustics	\$67,452	\$0	No change
14 Geotechnical	\$63,989	\$0	No change
15 Code	\$27,420	\$0	No Change
Subtotal Consultant's Fee	\$1,449,357		
		\$187,781	Subtotal Consultant add fee
Noll and Tam additional Fee Calculation			
16 Increased Building Quality		\$47,250	From "Moderately priced", standard quality to higher quality, more customized design
17 Increase Building Functionality		\$40,000	From conventional, standard function, to inclusion of features that add flexibility, enhance operations.
18 Leed Gold Equivalent		\$18,000	Upgrade from LEED Silver Equivalent (add'l 10 minimum pts req'd)
19 Enhanced pedestrian connectivity		\$20,000	Add landscaped pedestrian path from library to new Com Center
20 Increase Building Area		\$40,000	From 20,000 sf to 24,500 sf
21 Outdoor Program		\$30,000	From 7500 sf outdoor program space to aprox 10,000 sf
22 Redesign/re-finish parking		\$23,500	From no work to existing parking lot to complete redesign
23 Multiple design options		\$32,000	Original assumption: one site to multiple site and plan options
24 Support for public outreach		\$24,250	Add'l public meetings, Community Online Survey
NT Contract Fee w/ Interiors	\$1,409,120	\$275,000	Subtotal NT add fee (Sum of items 16 to 24)
		\$462,781	Total Add (NT+ Consultants)
Reimbursable Expenses	\$20,500	\$5,000	Add reimbursable Includes physical model
		\$467,781	Total Requested add service
Total Contract Fee	\$2,878,977		
Original starter contract	\$74,380		
Original Base Contract	\$2,804,597		
Total Contract Fee	\$2,878,977	\$3,346,758	Total Revised Contract Fee w/ total add service

June 20, 2018

ADDITIONAL SERVICES REQUEST #1

Design Fee Expressed as percentage of Project Scope

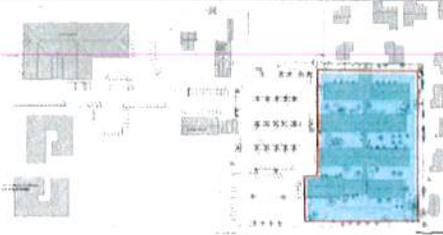
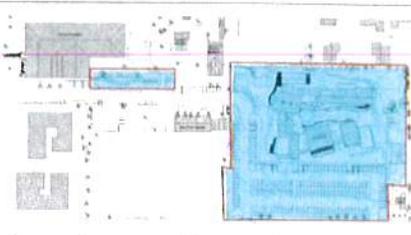
Base Design Fee as percentage of Project Budget	11.52%	2,878,977 / 25,000,000 (Base fee/Base Budget)
Adjusted Design Fee as a percentage of adjusted Project Budget	9.64%	3,346,758 / 34,700,000 (Adjusted fee/ Adjusted Project Budget)

JUNE 20, 2018

LOS ALTOS COMMUNITY CENTER

Additional Services Supporting Detail



	ORIGINAL FEE SCOPE ASSUMPTIONS	REVISED FEE ADDITIONAL SCOPE
	Project budget: \$25 Million	Project budget: \$34.7 Million
	Building size: 20,000 sf	Building size: 24,500 sf
	 <p>Aprox site area:110,000 sf</p>	 <p>Aprox site area:198,000 sf</p>
	SD Duration: Aug 28 to Dec 31, 2017 (4 months)	Actual SD Duration July 13 to Mar 2018 (8 months)
	CONSULTANT SCOPE	
1.	Civil Engineer – BKF	<ul style="list-style-type: none"> • Additional effort for expanded site area by 17,000 sf, parking lot redesign, and library pedestrian connector: • Add'l demo, grading, paving, drainage
2.	Structural – Daedalus	<ul style="list-style-type: none"> • Additional effort quality (exposed structure) + increased area (adjust structural framing)
3.	Mechanical & Plumbing- Integral	<ul style="list-style-type: none"> • Expanded bldg. area + add program elements requiring plumbing +mechanical (ie Café) • Additional effort for LEED Gold equivalency – energy modeling and documenting more pts
4.	Electrical – O'Mahoney and Myer Consulting	<ul style="list-style-type: none"> • Parking Lot lighting design, photometrics, added title 24 calcs and documentation • Additional LEED Gold equivalency documentation/ assess PV's
5.	Surveyor – REY Engineers	<ul style="list-style-type: none"> • Expanded scope area required second site visit for additional survey for pedestrian connection

6. Cost	Cost Estimator- Scott Lewis RFP Scope: <ul style="list-style-type: none"> • 100% SD construction cost estimate for one option at end of SD Phase • Assessment of soft costs not specified, construction costs only • Task Force meetings not specified 	Actual Scope: <ul style="list-style-type: none"> • Preliminary cost data for (5) options • Assistance with project soft costs • Detailed concept estimates for 2 options= prior to 100% SD • (3) TF meetings @SD
		<ul style="list-style-type: none"> • (1) Additional City Council Meeting (attended 2) • Costing of added scope items: parking, reconfiguration, pedestrian connection, add building area, and add quality
7.	Landscape – MIG RFP Scope: <ul style="list-style-type: none"> • (2) landscape design options/iterations • No change to existing parking lot or site work beyond the existing community center site • No change to Whistle Stop • LEED Silver Equivalency 	Additional Scope: <ul style="list-style-type: none"> • (5) landscape options/iterations • Parking lot redesign coordination • Add Library connection path • Enhanced outdoor program spaces • Change Whistle Stop • LEED Gold equivalency coordination
8	Landscape – MIG Community Meetings in original scope <ul style="list-style-type: none"> • Schematic Design – (1) Task Force meeting (1) City Council meeting 	Actual number of meetings: <ul style="list-style-type: none"> • (1) Community Workshop with Graphic Facilitation • (3) add'l Task Force meetings • (1) add'l City Council meeting
9.	Signage – Square Peg	<ul style="list-style-type: none"> • Additional design associated with parking lot, library connector
10.	LEED Consultant- Brightworks	<ul style="list-style-type: none"> • Additional research and coordination effort for LEED Gold equivalency
11.	Arborist Report	<ul style="list-style-type: none"> • Not included in original proposal
12.	Kitchen designer- Marshall Associates	<ul style="list-style-type: none"> • Café not included in original scope
13.	Telecom/Acoustics - Smith, Fause, McDonal, Inc	No Change
14.	Geotech Report -	No Change
15.	Code -	No Change

NOLL & TAM SCOPE		
16. Quality	<p><u>Building Quality based on Strata report:</u> <i>"(Cost) Model based on a moderately priced building. Architectural features and finishes will be of reasonable quality and durability. Exterior of cement plaster or similar priced finish, gypsum board interiors and acoustical tile ceilings"</i> "pg. 9 Option 2</p> <ul style="list-style-type: none"> • More standardized construction details • Economic material selection that include painted wood, carpet tile, 2x4 ceiling tiles, 	<p><u>Increased building quality requires additional time to research materials, design and document</u></p> <ul style="list-style-type: none"> • More customized construction details that are visually esthetic, in addition to functional and durable. • More unique design conditions • Variety of exterior and interior materials to be considered: upgraded to include natural wood, metal,, fiber cement panels, accent wall panels, epoxy terrazzo or stone paver flooring and inset carpet flooring • Tall customized window systems • More built in customized millwork and cabinets • Enhanced lighting design for ambiance
17. Functionality	<p><u>Building Functionality is conventional</u> Examples:</p> <ul style="list-style-type: none"> • More fixed and conventional building components • Standard electrical and data routing access • Simpler, less sophisticated lighting design. • More fixed exterior windows vs operable 	<p><u>Increased building functionality than found in an average public building.</u> These items increase flexibility of use .Examples include:</p> <ul style="list-style-type: none"> • Quality movable partitions to combine adjacent spaces allowing for expanded programming and special events • large exterior door openings or rollup doors to enhance indoor/outdoor connection • Configuration of structural/electrical and mechanical systems to allow for easy future reconfiguration of interior spaces • More consideration of technology access • Additional interior glazing to enhance visual connections, better supervision, and borrowed daylight • Enhanced lighting design to accommodate multiple functions
18.	LEED Silver equivalent	<p>LEED Gold equivalent</p> <ul style="list-style-type: none"> • Requires minimum 10 additional points to be incorporated into design and documented • Additional consultant design coordination • Solar Collector design analysis/study

<p>19. Pedestrian Connection</p>	<p>No pedestrian Connection to the Library</p>	<p>Add pedestrian connection to the Library New project scope requested by Task Force</p> <ul style="list-style-type: none"> • collaborate and coordinate with Landscape architect, civil and electrical to generate a design improving connectivity between the new community center and the library • Outdoor trellis design and details. • Requires additional construction administration effort due to expanded site area
<p>20. Increase Area</p>	<p>Affordable Building Area for \$25M budget is 20,000 sf</p>	<p>Increase Building Area to better accommodate community program needs Increase to 24,500 sf. This change required</p> <ul style="list-style-type: none"> • Redesign of floor and site plans Reconfiguration of rooms sizes and addition of program spaces • Redesign massing and character • Additional construction details • Coordination will all consultants to make changes • Update of life safety code analysis • • Requires additional construction administration effort for larger area
<p>21. Outdoor Program</p>	<p>Early budget for outdoor program space = 7,500sf Early Assumptions included:</p> <ul style="list-style-type: none"> • Outdoor Program spaces would have paving and landscape, but not covered • Simple, modest sized front main entry plaza • 	<p>Increase outdoor program space by 2500 min or approx 10,000 sf total</p> <ul style="list-style-type: none"> • Selected Courtyard site plan option increased the programmable outdoor space to 14,000 sf including courtyard • Overall site area is approx 88,000 sf larger than original assumptions (includes parking) • Design of expanded outdoor spaces for programs requires additional design collaboration and coordination with landscape architect, civil and electrical • Expanded outdoor program space will include additional architectural detailing such as deep roof overhangs, trellis, site walls and other features. • Relocation of Whistle stop and/or add small play features to replace existing whistle stop at same location • Requires additional construction administration effort for larger site

<p>22. Parking Lot</p>	<p>No Change Existing parking lot per Stata Report</p>	<p>Redesign existing parking lot + including impact to existing parking at library</p> <ul style="list-style-type: none"> • Produced multiple parking lot design options • coordination of consultants and documentation of new parking lot, driveway, site lighting and other miscellaneous elements associated with the new parking lot.
<p>23. Multiple Design Options At SD</p>	<p>Design Options: Assumption based on 2017 Strata Report</p> <ul style="list-style-type: none"> • (1) site location at existing community center site • Up to (3) building/site plan options at one site • (1-2) 3D perspectives for (1) selected option • (1) massing option for (1) selected option 	<p>Multiple Design Options : due to evolution of TF design process</p> <ul style="list-style-type: none"> • (5) different site locations analyzed • (3) building /site plans on selected site option 4 • (3) sets of 3-D perspectives for (3) design options, including interior 3D perspectives. • (2) massing options for selected site option 4
<p>24. Public Outreach</p>	<p><u>Support for Public Outreach</u> Duration:: Aug 28- Dec 31 2017 =4months</p> <ul style="list-style-type: none"> • (1) SD City Council presentation • (1) DD City Council presentation 	<p><u>Add'l Support for Public Outreach</u> Actual Duration: July 13-Mar 13, 2018=8 months</p> <ul style="list-style-type: none"> • (2) Add'l SD City Council presentations Sept 26 (joint TF), Dec 12, Mar 13 • (1) Add'l DD City Council presentations July10; Sept 11 • (5) One on one City Council member meetings • Architectural community online survey materials + analysis

NOLL & TAM ADD FEE BREAKDOWN					
June 20, 2018.					
Phase / Task	Hours/Rate				Total \$
	PIC \$210	Assoc. PIC \$175	PM \$170	Designer \$130	
TOTAL NOLL & TAM PROFESSIONAL FEE					\$275,000
Item Add/Revised Scope					
16. Increased Building Quality					
A. Schematic Design Phase	4	8	8	8	\$4,640
B. Design Development Phase		12	20	20	\$8,100
C. Construction Documents		30	80	120	\$34,510
					\$47,250
17. Increased Building Function					
A. Schematic Design Phase	4	8	8	8	\$4,640
B. Design Development Phase		12	20	20	\$8,100
C. Construction Documents		31	60	90	\$27,260
					\$40,000
18. LEED Gold Equivalent					
A. Schematic Design Phase					\$0
B. Design Development Phase			8	40	\$6,560
C. Construction Documents			20	62	\$11,440
					\$18,000
19. Add Pedestrian Connectivity					
A. Schematic Design Phase			16	26	\$6,080
B. DD/CD Phase			20	40	\$8,600
C. Construction Administration			16	20	\$5,320
					\$20,000
20. Increased Building Area					
A. Schematic Design Phase	8	40	20	80	\$22,480
B. DD/CD Phase			20	80	\$13,800
C. Construction Administration			12	13	\$3,720
					\$40,000
21. Increased Outdoor program					
A. Schematic Design Phase	8	16	20	24	\$11,000
B. DD/CD Phase	8	8	40	40	\$15,080
C. Construction Administration			12	14	\$3,920
					\$30,000
22. Redesign New parking lot					
A. Schematic Design Phase	4	4	20	25	\$8,190
B. D/CD Phase			28	50	\$11,260
C. Construction Administration			12	15	\$4,050
					\$23,500
23. Multiple Design Options					
A. Concept and Schematic Design	8	16	40	94	\$23,500
B. Additional 3D renderings			16	44	\$8,500
					\$32,000
24. Additional Support for Public Outreach					
A. (2) additional SD City Council meeting	12	12	12	20	\$11,580
B. (1) DD City Council meetings	6	6	6	10	\$4,630
C. (5) One on one council member meetings	14		14		\$5,320
D. Architectural Character Online Survey	8			8	\$2,720
					\$24,250
TOTAL NOLL & TAM ADD SERVICE					\$275,000

EXHIBIT E

INSURANCE

CONSULTANT shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **Theresa Yee, Project Manager, City of Los Altos, 1 N. San Antonio Road, Los Altos, CA 94022**

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, with limits no less than **\$2,000,000 or \$4,000,000 aggregate** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Agreement
 - h. Broad Form Property Damage
 - i. Independent Consultants Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation/Employer's Liability:** CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent CONSULTANT has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement CONSULTANT shall maintain insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement



and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT. "Covered Professional Services" as designed in the policy must specifically include work performed under this Agreement.

5. If CONSULTANT maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to the CITY.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The City of Los Altos, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this contract, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the CITY.

Waiver of Subrogation. CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

Claims Made Policies. If any of the required policies provide claims-made coverage:

6. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

7. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract work.*
8. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675		CONTACT NAME: Jo Lusk PHONE (A/C, No, Ext): 510-465-3090 E-MAIL ADDRESS: jlusk@dealeyrenton.com		FAX (A/C, No): 510-452-2193	
INSURED NOLLTAMAR Noll & Tam Architects 729 Heinz Avenue Berkeley CA 94710		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : Sentinel Insurance Co. LTD		11000	
		INSURER B : Hartford Accident & Indemnity		22357	
		INSURER C : Arch Insurance Company		11150	
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 621099724

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWBG6800	6/25/2018	6/25/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57UEGVJ7610	6/25/2018	6/25/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	57SBWBG6800	6/25/2018	6/25/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WEGGF6495	6/25/2018	6/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability	Y	Y	PAAEP0026801	6/25/2018	6/25/2019	\$2,000,000 \$4,000,000	per Claim Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Los Altos Hillview Community Center - City of Los Altos, its officers, officials, employees, and volunteers are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability insurance is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached. Cancellation: 30 Day for Non Payment of Premium.

CERTIFICATE HOLDER**CANCELLATION 30 Days Notice of Cancellation**

City of Los Altos Attn: Project Manager Los Altos City Hall 1 N. San Antonio Road Los Altos CA 94022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---





EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM**C. WHO IS AN INSURED****6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

**f. Any Other Party**

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products- completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPT FROM Hartford Form SS 04 38 09 09

HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

- d. Anyone liable for the conduct of an "insured", but only to the extent of that liability.





**EXCERPTS FROM CA 0001 (1013)
HARTFORD BUSINESS AUTO COVERAGE**

Additional Insured: SECTION II – COVERED AUTO LIABILITY COVERAGE

A.1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance.

For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Covered Auto Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

EXCERPTS FROM HA9916 (0312)

**HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.



Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: Noll & Tam Architects

Policy Number 57WEGGF6495



Producer: Dealey, Renton & Associates

Effective Date 6/25/2018

Schedule

Person or Organization

City of Los Altos
Attn: Project Manager
Los Altos City Hall
Los Altos CA 94022

Job Description

Additional Premium %

We have the right to recover our payments from anyone liable for an injury- covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative





Project Name	<i>Hillview Community Center Redevelopment Project</i>			
Project Number	<i>CF-01002</i>			
Consultant	<i>Noll & Tam Architects and Planners</i>			
Contract/ Amendment	Date	Contract/ Amendment (\$)	Exhibits	Content
Original Contract	8/22/17	\$2,804,597	A, B, C	Scope of Services & Fee Schedule
Amendment No. 1	6/4/18	none		<i>Revise term of contract from FY2017/18 to FY2020/21</i>
Amendment No. 2	8/7/18	\$ 467,781	D, E	<i>Modification #1 to Scope of Services, Fee Schedule, and update insurance.</i>
Amendment No. 3		\$ 93,420	F, G	<i>Modification #2 to Scope of Services, Fee Schedule, and update insurance.</i>
Contract/ Amendment Amount to Date		\$3,365,798		

Submitted for review by:

Department: _____ By: _____ Date: _____

AMENDMENT No. 3
TO THE AGREEMENT BETWEEN
THE CITY OF LOS ALTOS, CALIFORNIA
AND
NOLL AND TAM ARCHITECTS AND PLANNERS
FOR DESIGN/ PROFESSIONAL CONSULTING SERVICES FOR
HILLVIEW COMMUNITY CENTER REDEVELOPMENT PROJECT CF-01002

THIS AMENDMENT No. 3, made and entered into as of the 4th day of September 2019, TO THE ORIGINAL AGREEMENT made and entered into on August 22, 2017, by and between CITY OF LOS ALTOS, a municipal corporation, hereinafter referred to as "CITY," and Noll and Tam Architects and Planners, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, on August 22, 2017 CITY and CONSULTANT entered into an agreement for consulting services ("Agreement") for work including the completion of design development, construction documents, permitting/bidding, construction administration, and project close-out; and

WHEREAS, CITY desires and CONSULTANT agrees to provide the foregoing services for the Hillview Community Center Redevelopment Project CF-01002.

NOW, THEREFORE, in consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, CITY and CONSULTANT hereby agree that the following sections of the aforesaid Agreement dated August 22, 2017, are amended to read as follows:

1. Section 1, **SCOPE OF SERVICES**, is hereby amended to add the following sentence to the end of the paragraph:

"CONSULTANT shall provide the additional design and engineering services for the Hillview Community Center Redevelopment Project CF-01002 as described and shown in Exhibit F. "

2. Section 2, **SCHEDULE**, is hereby amended to add the following sentence to the end of the paragraph".

"For the additional service described in Exhibit F, the CONSULTANT shall meet the completion requirements as indicated in Exhibit F."

3. Section 4, **COMPENSATION**, is amended to add the following sentence to the end of the paragraph:

"Compensation for additional design and engineering services for the Hillview Community Center Redevelopment Project CF-01002 as described and shown in Exhibit F of Amendment No. 3 shall not exceed \$93,420 and shall be billed at the rates set forth in CONSULTANT'S fee proposal set forth in Exhibit F."

4. Section 5, **INSURANCE**, is amended to replace Exhibit E with Exhibit G:

"Consultant shall procure and maintain for the contract insurance as described in Exhibit G against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors."

5. All other terms of the original Agreement dated August 22, 2017, as amended by Amendment No. 1 and Amendment No. 2, which are not in conflict with the provisions of this Amendment No. 3, shall remain unchanged and in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

CITY OF LOS ALTOS:

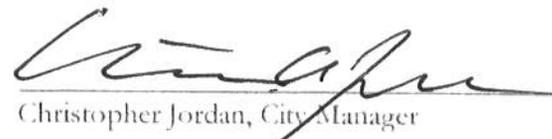
APPROVED AS TO CONTENT

By: 
James Sandoval, Engineering Services Director

APPROVED AS TO FORM

By: 
Christopher J. Diaz, City Attorney

AGREED

By:  Date: 8/14/19
Christopher Jordan, City Manager

CONSULTANT:

By:  Date: 8/13/2019
Noll and Tam Architects and Planners

4. Section 5, **INSURANCE**, is amended to replace Exhibit E with Exhibit G:

“Consultant shall procure and maintain for the contract insurance as described in Exhibit G against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.”

5. All other terms of the original Agreement dated August 22, 2017, as amended by Amendment No. 1 and Amendment No. 2, which are not in conflict with the provisions of this Amendment No. 3, shall remain unchanged and in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

CITY OF LOS ALTOS:

APPROVED AS TO CONTENT

By: 
James Sandoval, Engineering Services Director

APPROVED AS TO FORM

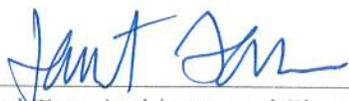
By: _____
Christopher J. Diaz, City Attorney

AGREED

By: _____
Christopher Jordan, City Manager

Date: _____

CONSULTANT:

By: 
Noll and Tam Architects and Planners

Date: 8/13/2019

Exhibit F

Children's Corner Preliminary Site Compatibility

Children's Corner Fee Proposal
 Los Altos
 June 6, 2018



Scope of work and Assumptions

- **Goals:**
 Test fit on the east side of the new community center site.
 Confirm feasibility of (3) options: 1) free standing site constructed building; 2) Freestanding modular or pre-engineered freestanding building, and 3) an attached addition to the new community center (site built)
- Program is based on the information gathered by the City from the Children's Center representative (attached):
 Approximately 3,000 to 3,500 sf
 Licensed child care to comply with state licensing guidelines and requirements
 3 class rooms for 60 total children
 (1) office
 Children rest rooms- (4) total toilets, with 1-2 sinks per rest room
 Outdoor space per code is 75sf /child= 4,500 sf required for 60 children
 (this is more than the 3000 -4000 sf written requirement from Children's Corner)
- No further space programming will be completed at this time.
- Cost Estimating is not included at this time and will be the responsibility of the City.
- Landscape Architect and other consultants are not included in this proposal.
 - Architectural scope will include
 - (1) site/floor plan layout (room layout) for a free standing building (applied to both modular and site constructed) for purposes of test fit on the site and (1) site/floor plan layout of an attached addition to the new community center for purposes of test fit.
 - Massing diagrams associated with each plan option to illustrate height. (Exterior elevations will not be included in this study)
 - Manufacturer's photos and images of actual modular or pre-engineered building
 - Estimated design schedule for each option
- (1) staff meeting with City is included, same day as other meetings scheduled for the Community center.
- (1) City Council meeting and associated presentation prep time indicating the pros and cons for each option will be included.
- This contract will be billed on a T&M basis with a Not to Exceed amount based on the scope of work described above.

Proposed consultant fees:

Noll & Tam	\$12,500	
	\$2,500	(1) Council meeting
<hr/>		
Total fee	\$15,000	(Not to Exceed)

JTG
 06 JUNE 2018

Noll & Tam Architects
Schedule of Billing Rates 2018

Principal	\$210
Project Manager	\$175
Senior Designer/Architect	\$160
Designer/Staff	\$130

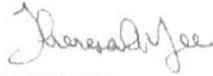
June 6, 2018

Hello Janet,

Because of our purchasing policy, we will need to incorporate this into an amendment to your existing contract. We would like to bring this Children's Corner Preliminary Site Compatibility proposal to Council on the July 10, 2018 date to incorporate as an amendment to your Agreement.

If you are amenable, based on this proposal, please proceed with the NTE \$15,000 work. We would like for the product of this work to be presented at the July 10 Council meeting (with the estimated design schedule provided to us no later than July 2).

Thank you



Theresa Yee

Theresa Yee, CPC DBIA
Project Manager, City of Los Altos
1 N. San Antonio Road
Los Altos CA 94022

Subject: Hillview Community Center Additional Service Request #3

Date: March 1, 2019

Dear Theresa,

Per your email of 12/13/2018 we are submitting this request for additional fee for the added design scope of Stormwater Treatment at Hillview Avenue.

Discipline	Description	Fee
Architect	Coordinate work of consultants, update and revise NT sheet A2.01 and other sheets accordingly	\$2,000.00
Civil Engineer	Generate 3 stormwater treatment design concepts for city review and approval; develop 1 design concept for inclusion in 90 CD estimate	\$6,500.00
Landscape Architect	Coordinate landscape design with stormwater treatment; select tress and other planting suitable for planting in a wet environment; revise landscape drawings for 90 CD estimate	\$3,500.00
Electrical Engineer	Coordinate light fixtures along Hillview avenue with the new stormwater design; revise electrical drawings for 90 CD estimate	\$1,500.00
Total		\$13,350.00

Please contact me at your earliest convenience if you have questions or wish to discuss.

Best regards,

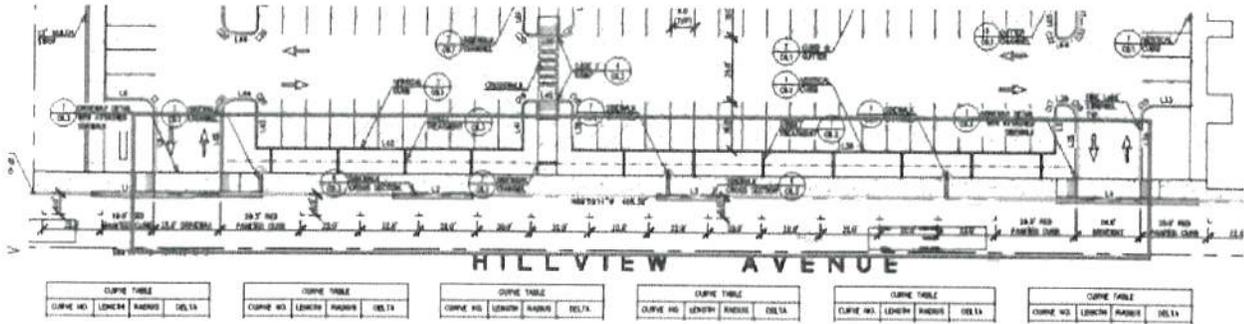
James Gwise, AIA
Project Manager

Attachment: 12/10 /18 and 12/13 T. Yee approval Emails; ASR3 Scope Exhibit

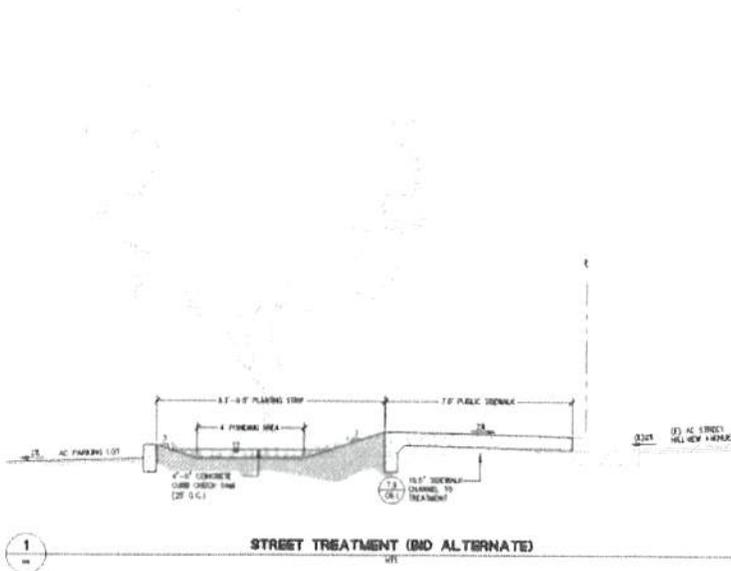
ASR3

ASR3 Scope Exhibit

Scope of Work from Civil sheet C2.1



Section Detail from Civil Sheet C6.3



Aida Fairman,
Interim Community Center Project Manager, City of Los Altos
1 N. San Antonio Road
Los Altos CA 94022

Subject: Hillview Community Center Additional Service Request #4

Date: April 25, 2019

Dear Aida,

Per city council request, we are revising the project documents to incorporate solar panels in the base bid. The technical design and documentation of Solar Panels is not included in our original design scope. Accordingly, we have developed the following proposal for additional services to cover 10% of the Community Center's electrical load (approximately 3,000 sq. ft. of roof area).

Discipline	Description	Fee
Architect	Coordinate architectural design with scope of electrical	\$5,270
Electrical Engineer	<p>The PV system electrical drawings will be incorporated into new community center bid documents. The PV drawings and specifications will be prepared based on the PV system being a deferred submittal by the contractor. The structural engineer will design the roof attachments for the PV system.</p> <ol style="list-style-type: none"> 1. Prepare PV system electrical drawings, including roof plans, floor plans, and single line diagrams. 2. Prepare PV system output calculations. 3. Prepare PV system specifications. 4. Review contractors' submittals. 5. Respond to RFI's. 6. Site visit to review the installed system. 7. Prepare punch list. 	\$14,850.00
Total		\$20,120.00

Exhibit F

Please note this fee proposal applies to PV panels included in the bid documents. If add alternate #4 for 10,200 sq. ft of additional panels is accepted, additional design and documentation is necessary to coordinate base PV panels and Add Alternate #4 scope. OMM estimates an additional fee of \$9,900 is required to cover additional design work for implementation of Add Alternate #4.

Please contact me at your earliest convenience if you have questions or wish to discuss.

Best regards,

James Gwise, AIA
Project Manager

NOLL & TAM FEE BREAKDOWN

Phase / Task		Hours/Rate				Total \$
		Prin \$210	PM \$170	PA \$155	staff \$140	
1. Solar Panel Add						
CD	Hours	1	8	0	16	
	Fee	\$210	\$1,360		\$2,240	\$3,810
Bid	Hours					\$0
	Fee					
CA	Hours		2		8	
	Fee		\$340		\$1,120	\$1,460
					Total	\$5,270

Los Altos Community Center

ADDITIONAL SERVICE REQUEST NO. 5

July 11, 2019



Peter Maslo

Project Manager

City of Los Altos

1 N. San Antonio Rd

Los Altos, CA 94022

Re: Cal Water Easement

Dear Mr. Maslo,

Additional Service Request for scope not included in our base contract. Our understanding of the work and proposed fees are summarized below, and are subject to revision as mutually agreed upon.

Scope of Work:

The Santa Clara County Fire Marshal has requested that the onsite fire hydrant be a public hydrant. California Water Service (CalWater) will require a main extension agreement, easements and quitclaim of underground water rights (where appropriate). The quitclaim would be signed by the legal owner and recorded by the County to allow CalWater to install anything (it would eventually own) on private property. This would mean CalWater owns the waterline and hydrant and is responsible for its construction, operation and maintenance.

BKF will coordinate these requirements with CalWater, the City and the Fire Marshal and will prepare the required plat and legal description for the easement.

Deliverables:

See above for proposed deliverables.

Fees:

Our basic fee for this scope shall be lump sum fixed fee of \$5,500 as listed below, billed monthly on a percent complete basis. Services rendered beyond the agreed scope of work will be billed at our hourly rates.

Total ASR 5 Compensation:

Noll & Tam Architects \$500

BKF Civil Engineers \$5,000

Total Additional Fee Requested \$5,500

Sincerely,

Approved:



James Gwise
Project Manager

date
07/11/2019

Peter Maslo
Project Manager
City of Los Altos

date

Los Altos Community Center

ADDITIONAL SERVICE REQUEST NO. 6

July 11, 2019



Peter Maslo

Project Manager

City of Los Altos

1 N. San Antonio Rd

Los Altos, CA 94022

Re: Arborist

Dear Mr. Maslo,

Per conversation on July 10th, 2019 (LACC weekly meeting), we are submitting an additional service request for the arborist's Construction Administration phase activities.

Scope of Work:

Supervision of tree protection measures during construction. Includes regular inspections and compliance reports as needed. Invoicing will be on an hourly basis for services provided and will not exceed the amount stipulated below without prior written approval of the City of Los Altos

Deliverables:

Compliance Reports

Fees:

Our basic fee for this scope shall be \$5,500 as listed below, billed monthly on an hourly basis. The fee below shall not be exceeded without prior written approval of the City of Los Altos

Total ASR 6 Compensation:

Noll & Tam Architects	\$500
SBCA Tree Consulting	\$5,000
Total Additional Fee Requested	\$5,500

Sincerely,

Approved:



James Gwise
Project Manager

date
07/11/2019

Peter Maslo
Project Manager
City of Los Altos

date

Los Altos Community Center

ADDITIONAL SERVICE REQUEST NO. 7

July 11, 2019

**NOLL
& TAM**
ARCHITECTS

Peter Maslo

Project Manager

City of Los Altos

1 N. San Antonio Rd

Los Altos, CA 94022

Re: Construction Administration Waterproofing

Dear Mr. Maslo,

Per City request, we are submitting an additional service request for an exterior envelope waterproofing review. We are proposing Wiss, Janney, Elstner Associates (WJE) to provide services for the waterproofing review and also construction administration phase assistance with RFI's, submittals and field observations.

WJE Scope of Work:

- Meet with Noll & Tam to review Construction Documents
- Provide design recommendations as warranted by review
- Assistance with response to RFI's and Submittals
- Construction Administration field observations
- Provide Compliance / Field Observation reports

Noll & Tam Scope of work includes:

- Coordinate document review with consultant
- Incorporate recommended design modifications (drawings and specs) into the contract documents
- Prepare field order for issuance to contractor
- Coordinate with WJE during construction administration phase

Deliverables:

As noted above.

EXHIBIT G

INSURANCE

CONSULTANT shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **Project Manager, City of Los Altos, 1 N. San Antonio Road, Los Altos, CA 94022**

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, with limits no less than **\$1,000,000 or \$2,000,000 aggregate** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Agreement
 - h. Broad Form Property Damage
 - i. Independent Consultants Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation/Employer's Liability:** CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent CONSULTANT has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement CONSULTANT shall maintain insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim.

This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT. "Covered Professional Services" as designed in the policy must specifically include work performed under this Agreement.

5. **Umbrella or Excess Liability: Umbrella or Excess Insurance.** If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for CGL or Automobile Liability insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. CONSULTANT shall provide a "follow form" endorsement or schedule of underlying coverage satisfactory to the CITY indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
6. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the umbrella or excess policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. If CONSULTANT maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to the CITY.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this contract, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the CITY.

Waiver of Subrogation. CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

Claims Made Policies. If any of the required policies provide claims-made coverage:

7. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
8. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract work.*
9. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: certificates@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Noll & Tam Architects 729 Heinz Avenue Berkeley CA 94710	INSURER A : Sentinel Insurance Co. LTD 11000	
	INSURER B : Hartford Accident & Indemnity 22357	
	INSURER C : Arch Insurance Company 11150	
	INSURER D :	
	INSURER E :	
INSURER F :		

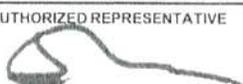
COVERAGES **CERTIFICATE NUMBER:** 1836467958 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	57SBWBG6800	6/25/2019	6/25/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	57SBWBG6800	6/25/2019	6/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y Y	57SBWBG6800	6/25/2019	6/25/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	57WEGGF6495	6/25/2019	6/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	Y Y	PAAEP0026802	6/25/2019	6/25/2020	\$2,000,000 \$4,000,000 per Claim Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Los Altos Hillview Community Center - City of Los Altos, its officers, officials, employees, and volunteers are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability insurance is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached. Cancellation: 30 Day for Non Payment of Premium.

CERTIFICATE HOLDER **CANCELLATION 30 Days Notice of Cancellation**

City of Los Altos Attn: Project Manager Los Altos City Hall 1 N. San Antonio Road Los Altos CA 94022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05**Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

**EXCERPT FROM Hartford Form SS 04 38 09 09
HIRED AUTO AND NON-OWNED AUTO**

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability

**EXCERPTS FROM CA 0001 (1013)
HARTFORD BUSINESS AUTO COVERAGE**

Additional Insured: SECTION II – COVERED AUTO LIABILITY COVERAGE

A.1. WHO IS AN INSURED: The following are "insureds"

c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form's Covered Auto Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS

G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

**EXCERPTS FROM HA9916 (0312)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 57WEGGF6495

Endorsement:

Effective Date: 06/25/2018

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Noll & Tam Architects

729 Heinz Avenue

Berkeley

CA 94710

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: Noll & Tam Architects

Policy Number 57WEGGF6495

Producer: Dealey, Renton & Associates

Effective Date 6/25/2019

Schedule

Person or Organization

City of Los Altos
Attn: Project Manager
Los Altos City Hall
Los Altos CA 94022

Job Description

ORGANIZATIONS CONT: City of Los Altos, its officers, officials, employees, and volunteers

Additional Premium %

We have the right to recover our payments from anyone liable for an injury- covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative



LOS ALTOS COMMUNITY CENTER
 97 Hillview Avenue, Los Altos
 Project Budget Report
 Sept 2020



Building Square Footage: 24,500 sq. ft.		BUDGET STATUS				COMMITTED COSTS			SPENDING			COMMENTS	
BUDGET LINE DESCRIPTION	VENDOR	A APPROVED PROJECT BUDGET AUG 2019	B TRANSFERS & CONTINGENCY USAGE	C (A+B) TOTAL FORECASTED FINAL BUDGET	COST PER SF	D ORIGINAL CONTRACT AMOUNT	E CHANGE ORDERS	F (D+E) REVISED CONTRACT AMOUNT	G INVOICES RECEIVED THROUGH 09/30/2020	H (G/C) % COMPLETE	I REMAINING TO BE SPENT		
SOFT COSTS													
PERMITS, FEE & UTILITIES													
S-105*	Plan Check Fees	3rd Party Plan Check	\$ 108,104	\$ -	\$ 108,104	\$ 4	\$ 70,000	\$ 70,000	\$ 40,925	37.9%	\$ 67,179	3rd party review by Structech	
S-125	Utility Fees	Cal Water/PG&E	\$ 200,000	\$ (101,760)	\$ 98,240	\$ 4	\$ 98,240	\$ 98,240	\$ 91,973	93.6%	\$ 6,267	Cal Water, PG&E	
S-145	Title Reports	City of Los Altos	\$ 500	\$ -	\$ 500	\$ 0	\$ 500	\$ 500	\$ 400	80.0%	\$ 100		
ARCHITECT & ENGINEER													
S-200	Architect	Noll & Tam	\$ 3,440,178	\$ -	\$ 3,440,178	\$ 140	\$ 74,380	\$ 3,365,798	\$ 3,440,178	3,157,538	91.8%	\$ 282,640	
S-245	CEQA Consultant	EMC Planning	\$ 38,194	\$ -	\$ 38,194	\$ 2	\$ 38,194	\$ 38,194	\$ 38,194	100.0%	\$ 0	Initial CEQA Study	
OTHER CONSULTANTS													
S-315	Phase I ESA	Ninyo & Moore	\$ 3,400	\$ -	\$ 3,400	\$ 0	\$ 3,400	\$ 3,400	\$ 3,400	100.0%	\$ -		
S-340	Hazardous Material Survey	Znapfly	\$ 75,000	\$ (36,165)	\$ 38,835	\$ 2	\$ 37,106	\$ 1,729	\$ 38,835	\$ 38,835	100.0%	\$ -	Includes abatement monitoring
S-350	Construction Management	Nova	\$ 1,013,475	\$ 70,218	\$ 1,083,693	\$ 44	\$ 68,450	\$ 1,015,243	\$ 1,083,693	\$ 818,548	75.5%	\$ 265,145	"Spending" Column includes PreCon Contract
S-380	Biologist	Rincon	\$ 23,520	\$ (17,611)	\$ 5,909	\$ 0	\$ 5,909	\$ 5,909	\$ 5,279	89.3%	\$ 630	Bat/Bird surveys for Mitigated Neg Dec	
TESTING & INSPECTION													
S-510	Special Inspections	Nova	\$ 74,876	\$ (74,876)	\$ -				\$ -	-	\$ -		
S-570	Abatement Monitoring		\$ 68,000	\$ (68,000)	\$ -				\$ -	-	\$ -	Moved to soft cost contingency	
S-580	Commissioning	Interface	\$ 30,000	\$ -	\$ 30,000	\$ 1	\$ 28,580	\$ 28,580	\$ 10,133	33.8%	\$ 19,867	Total Contract Sum \$28,580, for (3) different services.	
S-590	City Utility Inspections	Bellecci	\$ -	\$ 22,012	\$ 22,012	\$ 1	\$ 22,012	\$ 22,012	\$ 16,488	74.9%	\$ 5,524	Storm Drain and Sanitary Sewer inspections	
SUBTOTAL			\$ 5,037,053	\$ (167,988)	\$ 4,869,065	\$ 199	\$ 446,771	\$ 4,382,770	\$ 4,829,541	4,221,713	86.7%	\$ 647,352	
Soft Cost Contingency		~10%	\$ 498,390	\$ 167,988	\$ 666,378	\$ 27						\$ 666,378	
SOFT COST TOTAL			\$ 5,535,443	\$ -	\$ 5,535,443	\$ 226	\$ 446,771	\$ 4,382,770	\$ 4,829,541	4,221,713	76.3%	\$ 1,313,730	
CONSTRUCTION HARD COSTS													
H-200	Construction	Gonsalves & Stronck	\$ 28,214,000	\$ 340,282	\$ 28,554,282	\$ 1,165	\$ 28,214,000	\$ 340,282	\$ 28,554,282	\$ 15,831,644	55.4%	\$ 12,722,638	G&S contract plus approved Change Orders
SUBTOTAL			\$ 28,214,000	\$ 340,282	\$ 28,554,282	\$ 1,165	\$ 28,214,000	\$ 340,282	\$ 28,554,282	\$ 15,831,644	55.4%	\$ 12,722,638	
Construction/Owner Contingency		10%	\$ 2,821,400	\$ (340,282)	\$ 2,481,118	\$ 101						\$ 2,481,118	
CONSTRUCTION HARD COST TOTAL			\$ 31,035,400	\$ -	\$ 31,035,400	\$ 1,267	\$ 28,214,000	\$ 340,282	\$ 28,554,282	\$ 15,831,644	51.0%	\$ 15,203,756	
FURNITURE, FIXTURES & EQUIPMENT													
F-130	Interior/ Exterior Furniture	Multi	\$ 920,000	\$ (307,068)	\$ 612,932	\$ 25	\$ 612,932	\$ 612,932	\$ 159,600	26.0%	\$ 453,332	Interior Motions, KBM, KI and One Workpaces	
F-160	Move / Relocation	JKA	\$ 200,000	\$ -	\$ 200,000	\$ 8	\$ 49,009	\$ 49,009	\$ 44,811	22.4%	\$ 155,189	Cost for moving into new facility	
IT & A/V EQUIPMENT													
F-200	IT		\$ 190,000	\$ -	\$ 190,000	\$ 8	\$ 74,327	\$ 74,327	\$ 67,404	35.5%	\$ 122,596	AMS Fiber connection to LAPD to be funded	
F-210	Security		\$ 113,000	\$ -	\$ 113,000	\$ 5			\$ -	-	\$ 113,000	Intrusion Detection alarm system	
F-220	AV		\$ 170,757	\$ -	\$ 170,757	\$ 7			\$ -	-	\$ 170,757	Owner furnished Audio-visual hardware / equipment	
SUBTOTAL			\$ 1,593,757	\$ (307,068)	\$ 1,286,689	\$ 53	\$ 736,267	\$ 736,267	\$ 271,815	21.1%	\$ 1,014,874		
FF&E Contingency		~8.5%	\$ 135,800	\$ 307,068	\$ 442,868	\$ 18						\$ 442,868	
FF&E TOTAL			\$ 1,729,557	\$ -	\$ 1,729,557	\$ 71	\$ 736,267	\$ 736,267	\$ 271,815	15.7%	\$ 1,457,742		
EXPENSES													
E-120	Reimbursables		\$ 10,000	\$ -	\$ 10,000	\$ 0	\$ 10,000	\$ 10,000	\$ 9,485	94.8%	\$ 515		
E-130	Blueprinting/FedEx/Etc.		\$ 10,000	\$ -	\$ 10,000	\$ 0	\$ 10,000	\$ 10,000	\$ 7,065	70.7%	\$ 2,935		
E-140	Travel		\$ 5,000	\$ -	\$ 5,000	\$ 0	\$ 5,000	\$ 5,000	\$ -	-	\$ 5,000		
E-150	Miscellaneous Expenses		\$ 10,000	\$ -	\$ 10,000	\$ 0	\$ 10,000	\$ 10,000	\$ 7,694	76.9%	\$ 2,306		
E-160	Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		
EXPENSES TOTAL			\$ 35,000	\$ -	\$ 35,000	\$ 1	\$ 35,000	\$ 35,000	\$ 24,244	69.3%	\$ 10,756		
Project Totals			\$ 38,335,400	\$ -	\$ 38,335,400	\$ 1,565	\$ 29,432,039	\$ 4,723,052	\$ 34,155,091	\$ 20,349,417	53.1%	\$ 17,985,984	