

DESIGN PROFESSIONAL SERVICES AGREEMENT (SINGLE) **WITH DIALOG DESIGN, LP.**

1. PARTIES

This Agreement is made by and between the City of Cupertino, a municipal corporation ("City"), and DIALOG Design, LP., ("Consultant"), a Partnership for Design for Renovation of City Hall Annex (10455 Torre Ave) ("Project"), and is effective on the last date signed below ("Effective Date").

2. SERVICES

2.1 Basic Services. Consultant agrees to provide the Basic Services for the Project, which are set forth in detail in the Scope of Services, attached here and incorporated as **Exhibit A**, and as further specified in Consultant's written Proposal as approved by City, except for any provision in the Proposal which conflicts or is inconsistent with this Agreement and the Exhibits hereto, or as otherwise expressly rejected by City. Consultant further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

2.2 Additional Services. City may request at any time during the Contract Time that Consultant provide additional services for the Project, which are not already encompassed, expressly or implicitly, in the Agreement, the Scope of Services, or the Proposal ("Additional Services"). Additional Services must be authorized in writing by City and Consultant will not be paid for unauthorized Additional Services rendered. Additional Services are subject to all the provisions applicable to Basic Services, except and only to the extent otherwise specified by City in writing.

All references to "Services" in the Agreement include Basic Services and Additional Services, unless otherwise stated in writing. The Services may be divided into separate sequential tasks, as further specified in this Agreement, the Scope of Services, and Consultant's Proposal.

Consultant is solely responsible for its errors and omissions and those of its subconsultants, and must promptly correct them at its sole expense. Consultant must take appropriate measures to avoid or mitigate any delay, liability, and costs resulting from its errors or omissions.

3. TIME OF PERFORMANCE

3.1 Term. This Agreement begins on the Effective Date and ends on December 31, 2024, unless terminated earlier as provided herein ("Contract Time"). The City's appropriate department head or City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City's purchasing policy.

3.2 Schedule of Performance. All Services must be provided within the times specified in **Exhibit B**, Schedule of Performance, attached and incorporated here. Consultant must promptly notify City of any actual or potential delay in providing the Services as scheduled to afford the Parties adequate opportunity to address or mitigate delays. If the Services are divided by tasks, Consultant must begin

work on each separate task upon receiving City's Notice to Proceed ("NTP"), and must complete each task within the time specified in **Exhibit B**.

3.3 Time is of the essence for the performance of all the Services. Consultant must have sufficient time, resources, and qualified staff to deliver the Services on time.

4. COMPENSATION

4.1 Maximum Compensation. City will pay Consultant for satisfactory performance of the Basic Services and Additional Services, if approved, a cumulative total amount that will be capped so as not to exceed \$508,502.00 ("Contract Price"), as specified in **Exhibit C, Compensation**, attached and incorporated here. The Contract Price includes all expenses and reimbursements and will remain in place even if Consultant's actual costs exceed the capped amount. No extra work or payment is permitted in excess of the Contract Price.

4.2 Basic Services. City will pay Consultant \$443,480.00 ("Lump Sum Price") for the complete and satisfactory performance of the Basic Services in accordance with Exhibit C. The Lump Sum Price is inclusive of all time and expenses, including, but not limited to, sub-Consultants' costs, materials, supplies, equipment, travel, taxes, overhead, and profit. If the Basic Services are not fully completed, Consultant will be compensated a percentage of the Lump Sum Price proportionate to the percentage of Basic Services that were completed to City's reasonable satisfaction.

4.3 Additional Services. City has the discretion, but not the obligation, to authorize Additional Services up to an amount not to exceed \$65,022.00. Additional Services provided to City's reasonable satisfaction will be compensated on a lump sum basis or based on time and expenses, in accordance with the Hourly Rates and Reimbursable Expenses Schedules included in **Exhibit C**. If paid on an hourly basis, Consultant will be compensated for actual costs only of normal business expenses and overhead, with no markup or surcharge ("Reimbursable Expenses"). Consultant will not be entitled to reimbursement for copying, printing, faxes, telephone charges, employee overtime, or travel to City offices or to the Project site.

4.4 Invoices and Payments. Monthly invoices must describe the Services completed and the Amount due for the preceding month. City will pay Consultant within thirty (30) days following receipt of a properly submitted and approved invoice for Services. The invoice must separately itemize and provide subtotals for Basic Services and Additional Services, and must state the percentage of completion for each task, as specified in **Exhibit C**. City will notify Consultant in writing of any disagreements with the invoice or the stated percentage of completion of tasks. If the disagreement is unresolved, City will pay Consultant only for the undisputed portion of the Services. Disputed amounts shall be subject to the Dispute Resolution provision of this Agreement.

- a. Time and Expenses.** For Additional Services provided on an hourly basis, each invoice must also include, for each day of Services provided: (i) name and title of each person providing Services; (ii) a succinct summary of the Services performed by each person; (iii) the time spent per person, in thirty (30) minute increments; (iv) the hourly billing rate or Sub-Consultant charge and payment due; and (v) an itemized list with amounts and explanation for all permitted reimbursable expenses.

- b. **Rates and Receipts.** All hourly rates and reimbursable expenses must conform to the City- approved rates set forth in **Exhibit C**, which will be in effect for the entire Contract Time. Each invoice must attach legible, dated receipts for Reimbursable Expenses.

5. INDEPENDENT CONTRACTOR

5.1 Status. Consultant is an independent Consultant and not an employee, partner, or joint venture of the City. Consultant is solely responsible for the means and methods of performing the Services and shall exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant in performing the Services. Consultant is not entitled to health benefits, worker's compensation, retirement, or any City benefit.

5.2 Qualifications and Standard of Care. Consultant represents on behalf of itself and its sub-Consultants that they have the qualifications and skills to perform the Services in a competent and professional manner, as exercised by design professionals performing similar services in the San Francisco Bay Area. Services may only be performed by qualified and experienced personnel or subconsultants who are not employed by City and do not have any contractual relationship with City excepting this Agreement. All Services must be performed as specified to City's reasonable satisfaction.

5.3 Permits and Licenses. Consultant warrants on behalf of itself and any sub-Consultants that they are properly licensed, registered, and/or certified to perform the Services, as required by law, and that they have procured a valid City Business License, if required by the Cupertino Municipal Code.

5.4 Sub-Consultants. Unless prior written approval from City is obtained, only Consultant's employees and sub-Consultants whose names are included in this Agreement and incorporated Exhibits may provide Services under this Agreement. Consultant must require all sub-Consultants to furnish proof of insurance for workers' compensation, commercial liability, auto, and professional liability in reasonable conformity to the insurance required of Consultant. The terms and conditions of this Agreement shall be binding on all sub-Consultants relative to the portion of their work.

5.5 Tools, Materials, and Equipment. Consultant will supply and shall be responsible for all tools, materials, and equipment required to perform the Services under this Agreement.

5.6 Payment of Benefits and Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Consultant and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Consultant's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Consultant. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Consultant, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Consultant agrees to a reduction in amounts payable under this Agreement, or to promptly remit to City any payments due by the City

as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made.

5.7 Errors and Omissions. Consultant is solely responsible for its errors and omissions and those of its sub-Consultants, and must take prompt measures to avoid, mitigate, and correct them at its sole expense.

6. PROPRIETARY/CONFIDENTIAL INFORMATION

During the Contract Time, Consultant may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant shall hold in confidence all City information and use it only to perform this Agreement. Consultant shall exercise the same standard of care to protect City information as a reasonably prudent Consultant would use to protect its own proprietary data.

7. OWNERSHIP OF MATERIALS

7.1 Property Rights. Subject to City meeting its payment obligations for the Services, any interest (including copyright interests) of Consultant in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium, prepared by Consultant under this Agreement ("Work Product"), will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to a third-party without prior written approval by City

7.2 Copyright. To the extent permitted by Title 17 of the U.S. Code, all copyrights to the Work Product prepared/created by Consultant and its sub-Consultants and all copyrights in such Work Product shall constitute City property. If it is determined under federal law that the Work Product is not "works for hire," Consultant hereby assigns to City all copyrights to the Work Product when and as created, and shall require sub-Consultants to do the same. Consultant may retain copyrights to its standard details, but hereby grants City a perpetual, non-exclusive license to use such details.

7.3 Patents and Licenses. Consultant must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

7.4 Re-Use of Work Product. Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Consultant and its sub-Consultants to execute or implement any of the following, but Consultant shall not be responsible or liable for City's re-use of Work Product:

- (a) For work related to the original Services for which Consultant was hired;
- (b) To complete the original Services with City personnel, agents or other Consultants;
- (c) To make subsequent additions to the original Services; and/or
- (d) For other City projects.

7.5 Deliverables and Format. Electronic and hard copies of the Work Product constitute part of the Deliverables required under this Agreement, which shall be provided to City on recycled paper and copied on both sides, except for one single-sided original. Large-scale architectural plans and similar

items must be in CAD and PDF formats, and unless otherwise specified, other documents must be in Microsoft Office applications and PDF formats.

8. RECORDS

8.1 Consultant must maintain complete, accurate, and detailed accounting records relating to the Services and Compensation, in accordance with generally accepted accounting principles and procedures. The records must include detailed information about Consultant's performance, benchmarks, and deliverables. The records and supporting documents must be kept separate from other files and maintained for a period of four (4) years from the date of City's final payment.

8.2 Consultant will provide City full access to Consultant's books and records for review and audit, to make transcripts or copies, and to conduct a preliminary examination of all the work, data, documents, proceedings, and activities related to this Agreement. If a supplemental examination or audit of Consultant's records discloses non-compliance with appropriate internal financial controls, a contract breach, or a failure to act in good faith, City will be entitled to recover from Consultant the costs of the supplemental examination. If this is a lump sum fee Agreement, City will be provided access to records of reimbursable expenses and the instruments of service/deliverables for review and audit. This Section 8 survives the expiration/termination of this Agreement.

8.3 Consultant acknowledges that certain documents generated or received by Consultant in connection with the performance of this Agreement, including but not limited to correspondence between Consultant and any third party, are public records under the California Public Records Act, California Government Code section 6250 et seq. Consultant shall comply with all laws regarding the retention of public records and shall make such records available to the City upon request by the City, or in such manner as the City reasonably directs that such records be provided.

9. ASSIGNMENT

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Consultant as a legal entity will be considered an Assignment subject to City approval, which shall not be unreasonably withheld. For purposes of this provision, control means fifty percent (50%) or more of the voting power of the business entity. This Agreement binds Consultant, its heirs, successors and assignees.

10. PUBLICITY / SIGNS

Any publicity generated by Consultant for the project under this Agreement, during the term of this Agreement and for one (1) year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. No signs may be posted, exhibited, or displayed on or about City property, except signage required by law or this Agreement, without prior written approval from the City.

11. INDEMNIFICATION

11.1 To the fullest extent allowed by law and except for losses caused by the sole or active

negligence or willful misconduct of City personnel, Consultant agrees to indemnify, defend, and hold harmless the City as follows:

a. Indemnity for Design Professional Liability: With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.8, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its officers, officials, agents, employees, and volunteers (collectively and/or individually "City") from and against any and all liabilities, claims, damages, losses, costs, or expenses (including, without limitation, costs, attorneys' fees, and expert fees of litigation and alternative dispute resolution) of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, servants, agents, or subcontractors (collectively and/or individually "Consultant"), in the performance of this Agreement or failure to comply with any obligations of the Agreement. If it is finally determined (through a non-appealable judgment or an agreement between City and Consultant) that liability is caused by the comparative negligence or willful misconduct of City, then Consultant's indemnification and hold harmless obligation shall not exceed Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

Irrespective of any language to the contrary in this Agreement, the Consultant has no duty to provide or to immediately pay for an up-front defense of City against unproven claims or allegations, but shall reimburse those litigation costs and expenses (including, without limitation, attorneys' fees, and expert fees) incurred by the City to the extent caused by the negligence, recklessness, or willful misconduct of Consultant. In no event shall the cost to defend charged to Consultant exceed Consultant's proportional percentage of fault, except as described in Section 2782.8(a) and (e) of the California Civil Code.

b. Claims Involving Intellectual Property. Consultant shall indemnify, defend, and hold harmless Indemnitees from and against any claim involving intellectual property, infringement, or violation of a United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights, which arises out of, pertains to, or relates to Consultant's negligence, recklessness, or willful misconduct. Such costs and expenses will include reasonable attorney fees for legal counsel of City's choice, expert fees, and all other costs and fees of litigation.

c. Claims for Other Liability. Except as provided in subsections 11.1(a) and (b), to the fullest extent permitted by law, Consultant shall hold harmless, defend (with counsel agreed to by City), and indemnify City and its officers, officials, agents, employees, and volunteers (collectively and/or individually "City") from and against any and all liability, claim, loss, damage, expense, costs (including, without limitation, costs, attorneys' fees, and expert fees of litigation) of every nature arising out of, related to, or in connection with the performance of work hereunder by Consultant or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or sole willful misconduct of the City.

Consultant's duty to defend applies immediately, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend as stated herein.

11.2 Consultant will assist City, at no additional cost, in the defense of any claim, dispute, or lawsuit arising out of this Agreement. Consultant's duties herein are not limited to or subject to the Contract Price, to Workers' Compensation claims, or to the Insurance or Bond limits and provisions. Nothing in this Agreement shall be construed to give rise to an implied right of indemnity in favor of Consultant against any Indemnitee.

11.3 Consultant agrees to pay the reasonable costs City may incur in enforcing this provision related to Consultant's indemnification duties, including reasonable attorney fees, fees for legal counsel acceptable to City, expert fees, and all other costs and expenses related to a claim or counterclaim, a purchase order, another transaction, litigation, or dispute resolution. Without waiving any rights, City may deduct money from Consultant's payments to cover moneys due to City.

11.4 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

11.5 This Section 11 shall survive expiration or termination of this Agreement.

12. INSURANCE

On or before the Contract Time commences, Consultant shall furnish City with proof of compliance with City Insurance Requirements, attached and incorporated here as **Exhibit D**. City will not execute the Agreement until Consultant has submitted and City has reasonably approved receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Alternatively, City may terminate this Agreement or in its sole discretion purchase insurance at Consultant's expense and deduct costs from payments to Consultant.

13. COMPLIANCE WITH LAWS

13.1 General Laws. Consultant shall comply with all laws and regulations applicable to this Agreement. Consultant will promptly notify City of changes in the law or other conditions that may affect the Project or Consultant's ability to perform. Consultant is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act, or other federal or state law, rule or regulation.

13.2 Labor Laws. Consultant shall comply with all labor laws applicable to this Agreement. If the Services include a "public works" component, Consultant must comply with prevailing wage laws under Labor Code Section 1720 and other labor laws. To the extent applicable, Consultant must comply with City's Labor Compliance Program and with state labor laws pertaining to working days, overtime, payroll records and DIR Registration and Oversight. If the Contract Price is \$30,000 or more, Consultant must comply with the apprenticeship requirement in Labor Code Section 1777.5.

13.3 Discrimination Laws. Consultant shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Consultant shall comply with all anti-discrimination laws, including

Government Code Section 12900 and 11135, and Labor Code Section. 1735, 1777, and 3077.5. Consistent with City policy prohibiting it, Consultant understands that harassment and discrimination by Consultant or any of its sub-Consultants toward a job applicant, an employee, a City employee, or any other person is strictly prohibited. Consultant agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

13.4 Conflicts of Interest. Consultant shall comply with all conflict of interest laws and regulations applicable to this Agreement and must avoid any conflict of interest. Consultant warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement in violation of California Government Code Section 1090 et seq. Consultant may be required to file a conflict of interest form if Consultant makes certain governmental decisions or serves in a staff capacity, as provided in Section 18700 of Title 2 of the California Code of Regulations and other laws. Services may only be performed by persons who are not employed by City and who do not have any contractual relationship with City, with the exception of this Agreement. Consultant is familiar with and agrees to abide by the City's rules governing gifts to public officials and employees.

13.5 Remedies. A violation of this Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursement, or terminating this Agreement. City reserves all its rights and remedies under law and this Agreement, including the right to seek indemnification under Section 11. Consultant agrees to indemnify, defend, and hold City harmless from and against any loss, liability, and expenses arising from noncompliance with this Section.

14. PROJECT COORDINATION

14.1 City Project Manager. The City's Project Manager for all purposes under this Agreement will be Ayano Hattori, who shall have the authority to manage this Agreement and oversee the progress and performance of the Services. City in its sole discretion may substitute another Project Manager at any time and will advise Consultant of the new representative.

14.2 Consultant Project Manager. Subject to City's reasonable approval, Consultant's Project Manager for all purposes under this Agreement will be Doug Kim, who shall be the single representative for Consultant with the authority to manage compliance with this Agreement and oversee the progress and performance of the Services. This includes responsibility for coordinating and scheduling the Services in accordance with City instructions, service orders, and the Schedule of Performance, and providing regular updates to the City's Project Manager on the Project status, progress, and any delays. City written approval is required prior to Consultant substituting a new Project Manager, which shall result in no additional costs to City or Project delays.

15. ABANDONMENT OF PROJECT

City may abandon or postpone the Project with thirty (30) calendar days written notice to Consultant. Consultant will be compensated for satisfactory Services performed through the date of abandonment and will be given reasonable time to assemble the work and close out the Services. No close out work shall be conducted without City reasonable approval of closure costs, which may not exceed ten percent (10%) of the total time expended to the date of abandonment. All charges including job closure costs will be paid in accordance with the provisions of this Agreement and within thirty (30) days of Consultant's final invoice reasonably approved by the City.

16. TERMINATION

City may terminate this Agreement for cause or without cause at any time, following reasonable written notice to Consultant at least thirty (30) calendar days prior to the termination date. Consultant will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Consultant closes out the Services and delivers all Work Product to City. All charges approved by City including job closure costs will be paid within thirty (30) days of Consultant's final invoice.

17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California, excepting any choice of law rules which may direct the application of laws of another jurisdiction. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Consultant must comply with the claims filing requirements under the Government Code prior to filing a civil action in court against City. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). If a dispute arises, Consultant must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

18. ATTORNEY FEES

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs. This Section 18 survives the expiration/termination of this Agreement.

19. THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of this Agreement.

20. WAIVER

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of any breach shall not be deemed to constitute waiver of another term, provision, covenant, or condition or a subsequent breach, whether of the same or a different character

21. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of the Parties, of every kind or nature, and supersedes any and all other agreements and understandings, either oral or written, between them. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of this main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

22. INSERTED PROVISIONS

Each contractual provision or clause that may be required by law is deemed to be included and will be inferred in this Agreement. Either party may request an amendment to cure any mistaken insertion or omission of a required provision.

23. HEADINGS

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

24. SEVERABILITY/PARTIAL INVALIDITY

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect.

25. SURVIVAL

All provisions which by their nature must continue after the Agreement ends, including without limitation those referenced in specific Sections herein, survive this Agreement and shall remain in full force and effect.

26. NOTICES

All notices, requests, and approvals must be sent to the persons below in writing to the persons below, and will be considered effective on the date of personal delivery, the delivery date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino:	To Consultant:
Office of the City Manager	DIALOG Design, LP.
10300 Torre Ave.	500 Sansome St, Suite 370
Cupertino, CA 95014	San Francisco, CA 94111
Attention: Ayano Hattori	Attention: Dong Kim
Email: AyanoH@cupertino.org	Email: dkim@dialogdesign.ca

27. EXECUTION

The person executing this Agreement on behalf of Consultant represents and warrants that Consultant has the right, power, and authority to enter into this Agreement and carry out all actions herein, and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Consultant. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the Effective Date stated earlier in this Agreement.

CITY OF CUPERTINO
A Municipal Corporation

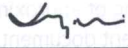
By _____

Name _____

Title _____

Date _____

DIALOG Design, LP per its General Partner
DIALOG Holdings USA, Inc.

By  _____

Name Dong Kim

Title Authorized Signing Officer

Date May 26, 2022

APPROVED AS TO FORM:

CHRISTOPHER D. JENSEN
Cupertino City Attorney

ATTEST:

KIRSTEN SQUARCIA
City Clerk

Date _____



Project Understanding & Approach

OUR UNDERSTANDING

We understand the following technical project requirements:

- Design of renovation of existing office building to house interim City Hall.
- Space to house program elements consisting of approximately 4,800 SF as outlined in the needs assessment document.
- Existing building is a two-story mission-style wood framed structure and cement plaster exterior finish. Upper level to remain as storage only confirming verification from the Building Department relating to accessibility requirements.
- Scope to include processes outlined in the RFQ's Scope of Services, including Programming and Test-fit exercise.
- Implement design process through consensus-driven public process as requested by the RFQ.
- Project to be publicly bid.
- Furniture and Equipment selection to be coordinated with the City.
- Current understanding of the design schedule for permit submittal is 6 months.

Aside from the technical aspects of the project, we currently understand the current challenges associated with converting existing private office building to a public-facing municipal facility.



COMMUNITY WELLBEING FRAMEWORK

To show that we are improving the wellbeing of communities, DIALOG recently collaborated with the Conference Board of Canada to produce a report which sets out to define what we mean by "Community Wellbeing" (the Framework). Further, we worked together to create the Community Wellbeing Framework. It's a methodology that can be applied to assess and measure community wellbeing in a systematic way across our work - no matter the size, sector or discipline. The Framework is grounded in a definition that identifies the essential dimensions, or domains of community wellbeing as "the combination of social, economic, environmental, cultural, and political conditions identified by individuals and their communities as essential for them to flourish and fulfill their potential."

We anticipate that the Framework will serve as an open-ended tool for decision-making as well as a way to engage in a more meaningful conversation to promote:

- A more holistic approach for design
- How decision-making around design options and features can contribute to community wellbeing
- The ongoing lifecycle of a project to continue to contribute to the wellbeing of the community

It is meant to be sustainable, straightforward to implement and seeks to be flexible and accommodating to varying degrees of data input, resources, and time availability. DIALOG can help you to improve the wellbeing of your community. We would be happy to share more about what we are doing to live our mission. You can find more information on our website:

<http://www.dialogdesign.ca/community-wellbeing/>



ARCHITECTURAL GOALS

This renovation provides an incredible opportunity to explore interior design concepts that will integrate with and celebrate the existing architecture and its historical context. Converting a traditional office building to a contemporary workplace with flexible uses poses significant structural challenges.

The existing type V structure will need to be carefully reviewed to manage structural impact associated with the new construction. In addition, integrating contemporary design elements with Mission-style design language will be a challenge that we are eager to accept. The aesthetics of the space should reflect Cupertino's heritage and culture while aligning with the needs of a modern workplace.



Seaspan Head Office waiting area (North Vancouver, BC).



New Central Library Wayfinding signage (Calgary, AB).

UNIVERSAL ACCESS

We propose to provide input and design expertise in providing spaces that are not only flexible and functional but also accessible for all. As a City Hall, this space will provide diverse services to the community, thus we believe accessibility should be the main priority here. We want to narrate a story that includes this discourse. We are particularly interested in the following considerations:

- Pedestrian Access – safe and direct path to the entrance, that is visible and can be identified as the City Hall.
- Exterior Approach and Entrance – exterior ramps and stairs with sufficient space for multiple people, well illuminated, barrier free and welcoming.
- Interior Circulation – easily identifiable access path, minimizing circulation. Programs located in a manner to reduce unnecessary travel.
- Interior Services – logical arrangements of services, pleasant, efficient, and durable seating provided for those who are waiting.
- Sanitary Facilities – well designed and durable facilities including attention to public health considerations.
- Wayfinding – provide signage, clear path of travel, easy navigation.
- Workplace – Workplace layout and FF&E selection that consider flexibility and work quality. Acoustic management, daylighting/task lighting considerations, temperature and ventilation control, indoor air quality consideration through active and passive design strategies.
- Storage and Archival Needs – efficient storage for archival needs.
- Materials and Building Systems – selection in alignment with the project needs. Consider availability of ongoing maintenance resources and upkeep.

Please refer to the section 7, Key Assumptions and Exclusions for a list of information that we would expect to receive from the City. In addition, the following Scope of Services outlines our initial understanding for the project approach and work plan.

We look forward to further developing the workplan in collaboration with the City.

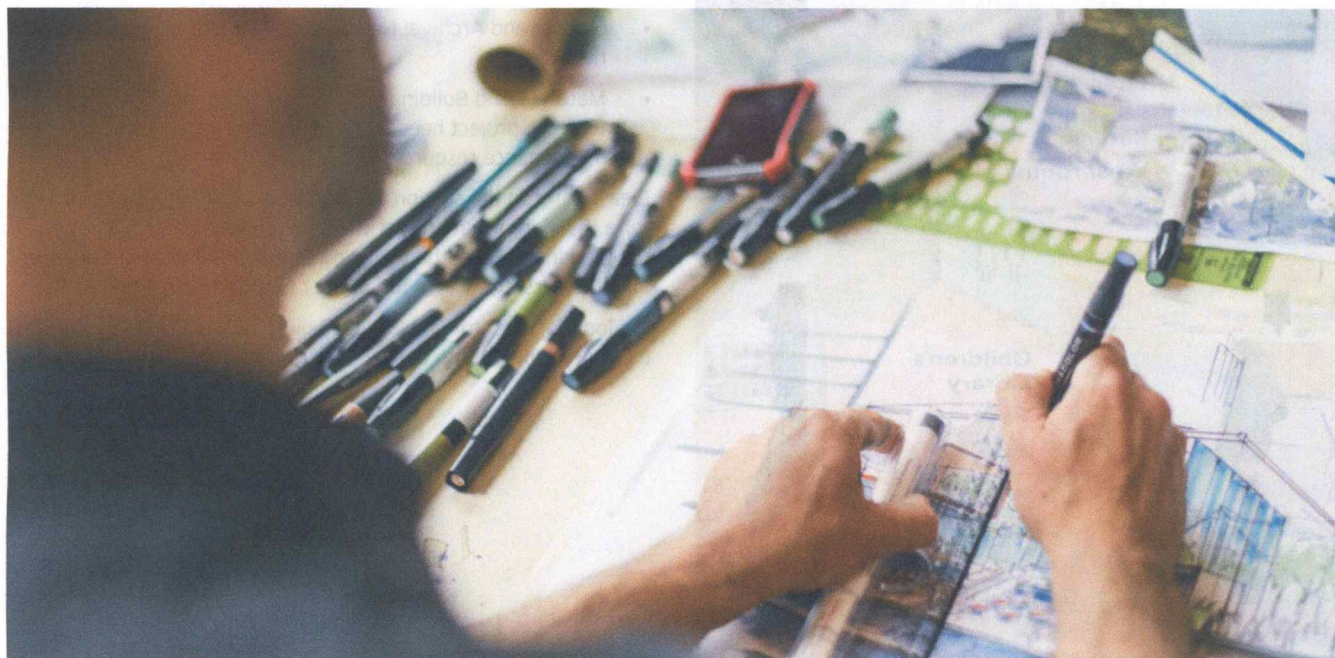
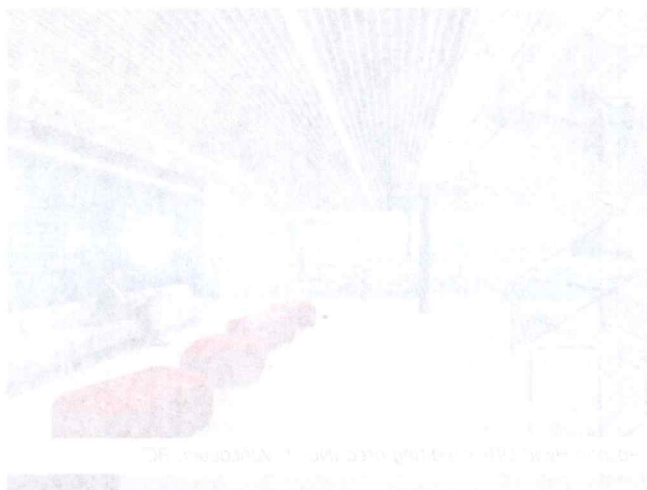
Scope of Services

METHODOLOGY

Our methodology stems from a thorough planning of activities that sets true direction. This initial phase sets the foundation for the project going forward. As a part of the program vetting process, we propose the following strategies and approaches.

- Complete a day of on-site observation to get a comprehensive understanding of how the existing City Hall building functions. Document positive working elements and identify areas for improvement. Compare and explore how the proposed Annex space can be adapted.
- Explore the public entry and access to inform the design aesthetic and better support for the City Hall as a whole.
- DIALOG has experience working in an integrated and collaborative manner. Although this is predominantly an interior renovation, we want to consider how the project can engage the municipal complex. Looking holistically at the site being sensitive to the City's future needs will provide insight towards a successful project design.
- DIALOG will lead design charrettes with the City and key stakeholders to further refine the project goals and establish project aesthetics.
- Provide a design that acknowledges the temporary nature of the project while integrating flexibility for future potential use.
- Collaborate with the City-engaged cost estimator. Our experience and understanding in construction costs will guide managed design development and allow thoughtful discussions with the City's estimator.

The success of any project comes down to the smallest details and furniture is a key component for reimagining and rebranding spaces. We are seeing in our institutional project work that furniture planning and selection is taking cues from hospitality and residential design experiences to enhance the staff and visitor experience throughout the public spaces of buildings. Providing choice, enhancing collaboration and creating a sense of belonging are key principles to our approach to furniture design and selection. We have provided a fee within this proposal to provide furniture services related to selection. We propose to work with the City's preferred furniture vendor in guiding product selection if one is available. We can recommend a product line if the City doesn't have a preferred vendor.





We understand the City's interest in providing a sustainable and healthy environment. We acknowledge that the project will not be certified as a LEED project; however, sustainable elements will be considered.

Two of DIALOG's core values are sustainable design and environmental sensitivity – values that we bring to every project. Throughout the design process, we continuously evaluate a project's impact on its physical environment, energy sources, and users/occupants, as well as its consumption of natural resources.

To support these values, the firm employs over 130 LEED® accredited professionals in all disciplines across our studios. DIALOG has also joined the AIA 2030 challenge; a commitment for all our building designs to be Net Zero by 2030. With that, DIALOG encourages Green Grants that focus on building capacity around the AIA 2030 Commitment.

DIALOG is about 'Placemaking' and we are dedicated to providing value in our approach and design for the Annex Interim City Hall. As illustrated, we are highly experienced in integrated design and our design team has extensive experience working in a collaborative nature on complex multi-disciplinary projects that enhance the wellbeing of our communities. We will approach this project with sensitivity to the existing architecture, embracing the history, expressing Cupertino's culture and brand to create an elevated environment that will engage the public and staff and will enhance their experience.

Please refer to the following pages for our current assumptions for Project Methodology.

PROJECT METHODOLOGY

1 Program and Assessment	2 Schematic Design	3 Design Development
1. Project "kick-off" session to review project scope, confirm project schedule and phasing. 2. Review all project background information including but not limited to: drawings, surveys and reports. 3. Confirm team structure, user representatives, and identify all key stakeholders. 4. Establish and confirm project protocol and management procedures. 5. Establish engagement strategy with the City of Cupertino. 6. Prepare a detailed project workplan showing all major tasks, scheduling, phasing and participant involvement 7. Tour through the annex to review existing conditions. 8. Review all City of Cupertino Technical Guidelines, Space Guidelines, etc. 9. Lead and execute Visioning session with Steering Committee and user groups. Establish aesthetic, functions and design direction. 10. Programming and benchmarking. Prepare finalized program based on Visioning outcomes. 11. Design Brief Issued to Client for sign-off. Includes program, design brief, connection to City of Cupertino brand. 12. Review site tour findings with M&E to discuss status of mechanical and electrical systems. 13. Issue consolidated, clean set of existing drawing survey to the City of Cupertino.	1. Establish branding and important cultural aspects to be incorporated throughout the space. 2. Sign-off from Client on program and design brief. 3. Space Plan and create Concept Design strategies for the office, washrooms, common areas and public spaces. 4. Design Charrette meetings with the City of Cupertino and project team to strategize ways to celebrate the existing architecture of the Annex building. 5. Prepare and execute collaborative 'design sprint' off-site for a period of two days. 6. Assess opportunities and priorities for common areas and office spaces, including strategy for procurement of furnishings. 7. Meeting to review initial space plans and Concept diagrams/strategies. Revisions and options to be presented to the City of Cupertino's Steering Committee for validation and confirmation. 8. Finalize program and Concept Design option. Provide pricing plans to CM at 90% SD. 9. Review Building Code 10. CM to provide initial budget based on selected Concept Design. 11. Present Schematic Design document to include initial renderings, materiality and concepts. 12. Meeting with Client IT group to determine project requirements. 13. Technical Review meetings with Client. 14. Coordination with integrated team.	1. Building systems design, electrical and mechanical engineering integration meeting to review Concept Design. 2. Outline specifications and international material palette, color board and provide modernization plan. 3. Detail Concept Design & interior architectural character. 4. Design Charrette meetings with the City of Cupertino and project team. 5. DD presentation to Client including renderings, concepts, materials. 6. Complete Design Development Report issued to the City of Cupertino for sign off. 7. FF&E underway and 40% complete. 8. Coordinate with specialized consultants retained by owner such as a Commissioning Agent. 9. Technical Review meetings with Client. 10. Provide Costing Packages at 90% Design Development to CM. 11. Review Design Development cost estimate by CM. Develop Value Engineering (VE) strategies with project team. 12. Review DD with sub-consultants. Conduct peer review and VE.
DELIVERABLES ▪ Critical Path Project Schedule ▪ Existing Drawings ▪ Site Tour ▪ Visioning Sessions and Engagement ▪ Project Goals ▪ Detailed programming ▪ Design Brief Issued with Programming Document	DELIVERABLES ▪ Space Planning based on program ▪ Concept and Guiding Principles are confirmed ▪ Initial Budget is created based on Costing Packages at 90% Schematic Design ▪ Concept Design & Initial Materiality ▪ Internal project Design Pin-up hosted at DIALOG with all in-house disciplines ▪ Develop and present design brief ▪ Presentation to the City of Cupertino and stakeholders	DELIVERABLES ▪ Concept Design is further developed and coordinated with Consultants ▪ Furniture principals are established ▪ Materials and Finishes and concepts signed off on ▪ 40% Drawings are issued by all consultants ▪ Presentation to Stakeholders at ▪ Final Design Development package is presented and signed off ▪ DD costs are presented and signed off

4 Contract Documents

1. Working drawings, plans, elevations, sections, details, schedules, and specifications, including detailed demolition drawings.
2. Coordinate with Code Consultant to resolve all building code issues.
3. Finalize specifications package and review all.
4. 90% contract documents review, pre-tender contract document reviews.
5. Technical review meetings with Client and coordinate with Client's clash detection consultant.
6. Review and adjust CD and specifications and send to the City of Cupertino.
7. Prepare documentation and submittals for permitting and approvals. Organize schedules and permit.
8. Final coordination with integrated team.
9. Client approval on CD package.
10. Review project progress with integrated team. Report progress. Take corrective action as required.
11. Issue for bid.
12. Respond to bid queries and issue addenda.
13. Clarify design intent and evaluate alternate products.
14. Review bids with Construction Manager.

5 Permit

1. Prepare permit documentation and schedules. Issue Forms to CM for Permit coordination and submission at the City
2. Respond to permit questions from the City if required.

6 Construction Administration

The below deliverables are typical for all three CA Phases:

1. Kick-off meeting. Meeting on site to review construction protocols and overall phasing scheme.
2. Monitor construction activities. Field reports.
3. Coordination meeting. Site reviews. Coordinate reviews. Prepare and organize the scheduled move-in for each construction Phase.
4. Respond to RFIs. Issue SIs as required. Review construction submittals, samples and mock-ups.
5. Organize and conduct site progress tours.
6. Attend on-site meetings.
7. Attend weekly construction calls with Client.
8. Pre-occupancy walk-through. Continuously monitor and update deficiency list of work until deficiencies are corrected for all three deficiency reviews.
9. Review of progress claims for additional costs as required.
10. Provide record drawings and warranties. Review of applicable Operations & Maintenance Manuals for compliance with project specifications and the City of Cupertino Guidelines.
11. Coordinate the submission for the record set of drawings sent by the contractor.

DELIVERABLES

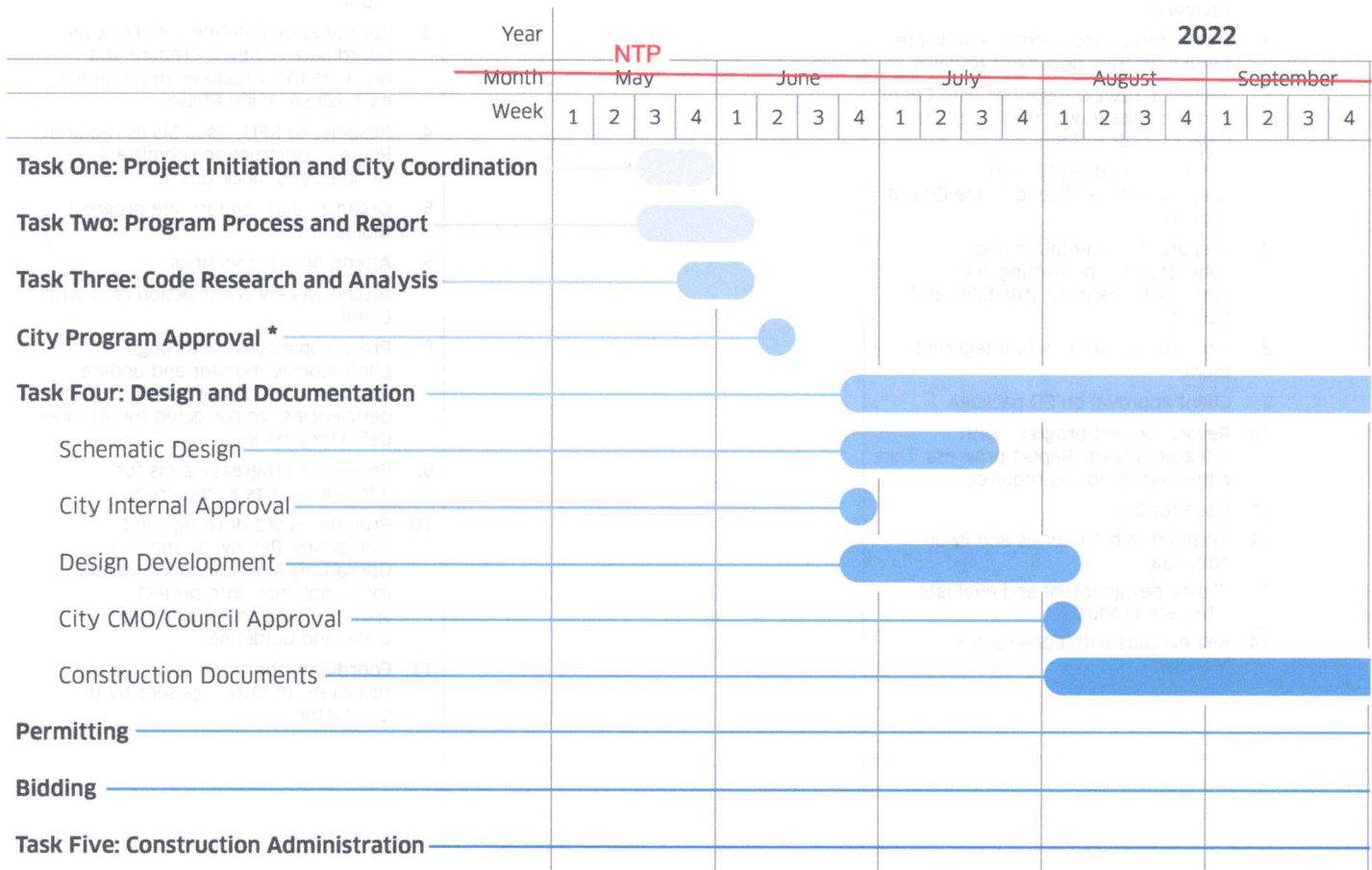
- Furniture quotes requested by all vendors for compiled Furniture budget.
- Issue 90% drawings for Peer Review
- Final drawings signed off by Client
- Issue for Building Permit
- Issue for bidding documents/Addenda

DELIVERABLES

- Sign-off on substantial completion
- Coordinate move-in dates based on project schedule
- Respond and coordinate shop drawings/draw downs, sample with integrated team
- Issue Site reports for each construction milestone
- Pre-occupancy walk through review and report
- Commissioning meetings as needed
- Issue documentation for Substantial Completion
- Submission of Record Drawings

PROPOSED PROJECT SCHEDULE

We acknowledge that the desired project schedule is six months to the completion of the permit document. Please note that there are multiple submittal requirements including a couple of CMO/Council reviews. We request that these reviews are performed at the requested time line to meet the current schedule understanding.



* City Program Approval: We understand a CMO and City Council review and approval will be required. We will need to coordinate to work with the scheduling need. This schedule may extend if the CMO and City Council process requires it typically for all CMO/Council reviews

2023																			
October				November				December				January				February			
1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4

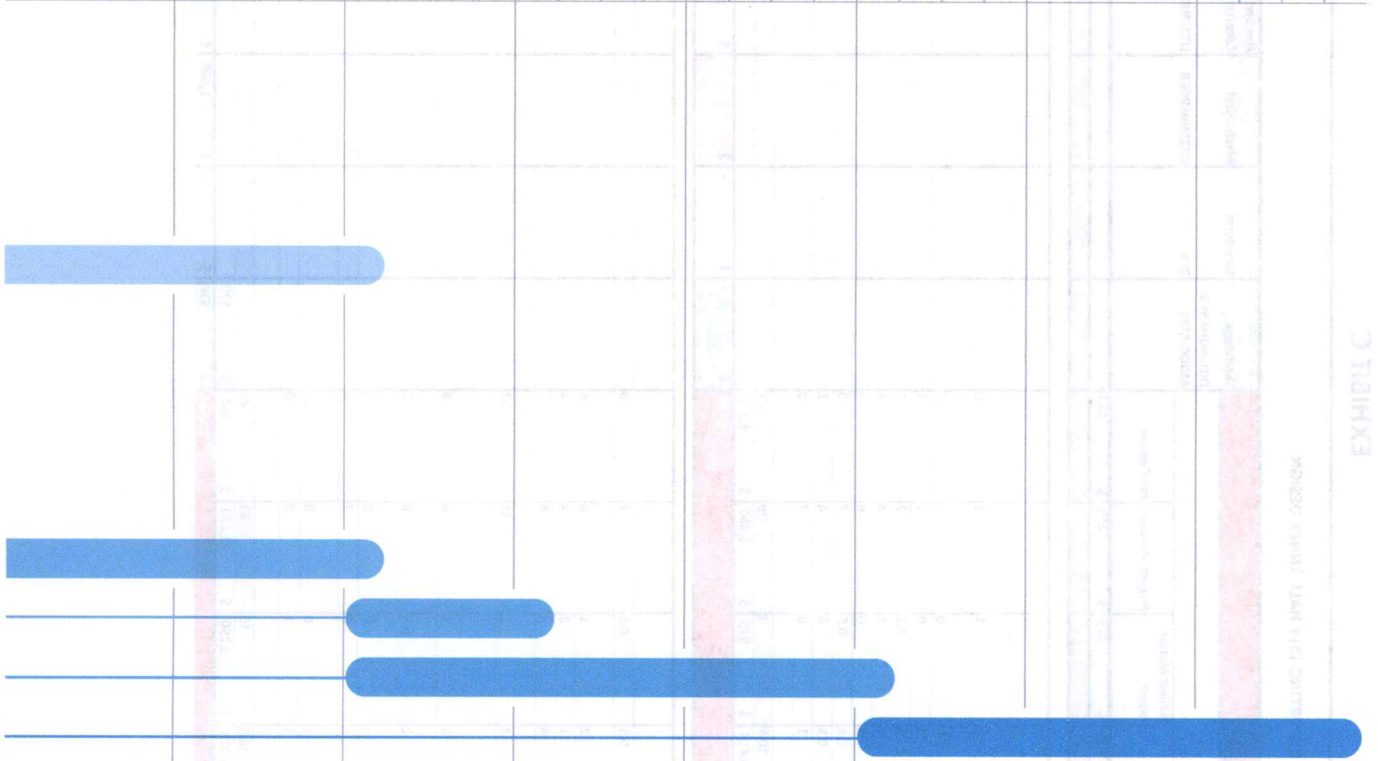


EXHIBIT C

PROJECT SCHEDULE MONITORING

EXHIBIT C

PROJECT BUDGET WORKSHEET		CITY OF CUPERTINO CITY HALL ANNEX DESIGN										Updated 5/10/2022		NOTES
		Architectural				Landscape	Structural	Mechanical	Fire Sprinkler Criteria	Electrical	TOTAL			
		DIALOG				DILLINGHAM & ASSOCIATES	ZFA	LITZENBERGER	LITZENBERGER	WKM, Inc.				
		Principal in Charge	Subject Matter Expert	Project Manager	Job Captain									
Hourly Rate	\$	325	\$	325	\$	210	\$	160						
Task	Activities													
Task One: Project Initiation and City Coordination														
May 17, 2022 to May 26, 2022														
1.1	Gather program information and data through review of existing available document.	1		1		3		0						
1.2	Generate BIM (Revit) using available electronic documents furnished by the City.	0.5		0		2		16						
1.3	Generate Online Teams Site	0		0		1		1						
1.4	Generate Draft Work Plan and Schedule	2		0.5		2		0						
1.5	Kick Off Meeting Including Prep & Minutes	2		1		4		2						
1.6	Site Conditions Review	3		0		6		6						
1.7	Update Work Plan and Schedule per Comments	0.5		0.5		2		0						
1.8	Consultant Coordination	0.5		0		4		2						
1.9	Weekly Meeting - 1 meeting online, and minutes	1		0		2		0						
	Sub-Total Effort	10.5		3		26		27						
	Sub-Total Cost	\$ 3,413	\$ 975	\$ 5,460	\$ 4,320									
	Sub-Total Cost By Discipline	\$				14,168	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,168	
Task Two: Program Process and Report														
May 23, 2022 to June 9, 2022														
2.1	Review Cupertino technical guidelines and standards.	0.5		0.5		2		0						
2.2	Prep, lead and execute visioning session with Steering Committee and user groups.	2		1		6		4						
2.3	Establish aesthetic, functional, and design direction.	1		2		4		4						
2.4	Conduct existing city hall functional review.	4		2		8		2						
2.5	Programming and Benchmarking. Prepare finalized program based on Visioning outcomes.	3		2		12		12						
2.6	Revisions - up to 1 round													
		1		1		6		8						
2.7	Design Brief for CMO/Council Sign off. Include program, design brief, connection to City of Cupertino Brand.	2		0.5		6		2						
2.8	Attend CMO/Council Meeting in person	0		0		0		0						
2.9	Review site visit findings with the MEP engineers.	1		0		2		0						
2.10	Issue consolidated conditions drawings in addition to the program document.	1		0		8		12						
2.11	Weekly Meetings - 3 online including minutes	3		1		9		0						
	Sub-Total Effort	18.5		10		63		44						
	Sub-Total Cost	\$ 6,013	\$ 3,250	\$ 13,230	\$ 7,040	\$ 570								
	Sub-Total Cost By Discipline	\$				29,533	\$ 570	\$ -	\$ 2,000	\$ -	\$ 750			

Original proposal included 2 rounds of revision. Updated to 1 per discussion.

Updated to be excluded per discussion.

EXHIBIT C

PROJECT BUDGET WORKSHEET	CITY OF CUPERTINO CITY HALL ANNEX DESIGN										Updated 5/10/2022	
	Architectural				Landscape	Structural	Mechanical	Fire Sprinkler Criteria	Electrical	TOTAL	NOTES	
	DIALOG				DILLINGHAM & ASSOCIATES	ZFA	LITZENBERGER	LITZENBERGER	WKM, Inc.			
	Principal in Charge	Subject Matter Expert	Project Manager	Job Captain								
Task Three: Code Research and Analysis May 30, 2022 to June 9, 2022										\$ 32,853		
3.1 Perform Building Code Analysis											Information to be furnished by the City.	
Building, occupancy, and exiting analysis	0.5	0	4	6								
Plumbing fixture count analysis	0.5	0	0.5	4								
Landscape irrigation and stormwater management requirement investigation	0	0	0	0								
3.2 Consultant coordination	0	0	2	2								
3.3 Generate code report	1	0	4	0								
3.4 City of Cupertino Building Department outreach and meeting	1	0	2	1								
3.5 Update and furnish final report	0.5	0	4	0								
Sub-Total Effort	3.5	0	16.5	13								
Sub-Total Cost	\$ 1,138	\$ -	\$ 3,465	\$ 2,080								
Sub-Total Cost By Discipline	\$			6,683	\$ 940	\$ -	\$ 1,000	\$ -		\$ 8,623		
Task Four: Design Documentation June 20, 2022 to December 9, 2022											Original proposal included 4 views. Updated to 2 per discussions.	
4.1 SCHEMATIC DESIGN					\$ 1,800	\$ 5,000	\$ 1,500	\$ -	\$ 2,500			
Prepare and Submit Schematic Design												
- Code Plans	0	0	2	2								
- Site Plan including path of travel diagram	0	0	2	8								
- Plans	0.5	2	8	12								
- Reflected ceiling plans	0	0	4	6								
- Sections	0	0	4	8								
- Exterior Elevations	1	0	8	8								
- Interior Elevations	1	1	8	16								
- Schedules	4	1	8	0								
- Diagrammatic Renderings - up to 2 views	0.5	0.5	2	6								
FF&E Design Charette Including prep	1	2	6	8								
Furnishing criteria	0	2	8	4								
Signage and wayfinding criteria	0	1	4	4								
LEED/Sustainability Workshop	1	6	2	4								
Draft scorecard	2	6	6	0								
Outline Specifications	0.5	0.5	1	1								
Update project schedule	0	0	3	0								
Consultant coordination	0	0	2	4								
QA/QC	6	1	8	2								
Client Cost Estimator coordination	2	0.5	2	0								
Client Review and meetings - 4 online meetings including minutes	4	2	8	2								
4.2 DESIGN DEVELOPMENT					\$ 2,600.00	\$ 8,000.00	\$ 4,000.00	\$ 2,000.00	\$ 5,200.00			

EXHIBIT C

PROJECT BUDGET WORKSHEET	CITY OF CUPERTINO CITY HALL ANNEX DESIGN								Updated 5/10/2022	NOTES	
	Architectural				Landscape	Structural	Mechanical	Fire Sprinkler Criteria	Electrical		TOTAL
	DIALOG				DILLINGHAM & ASSOCIATES	ZFA	LITZENBERGER	LITZENBERGER	WKM, Inc.		
	Principal in Charge	Subject Matter Expert	Project Manager	Job Captain							
Prepare and Submit 65% Design Plans and Specifications											
- Code Plans	0	0	0.5	0.5							
- Site Plan including path of travel diagram	0	0	1	2							
- Plans	1	0	4	8							
- Reflected ceiling plans	0.5	2	4	6							
- Sections	1	0	6	6							
- Exterior Elevations	1	0	4	8							
- Interior Elevations	1	2	8	12							
- Schedules	6	1	12	2							
- Prepare 3D Color Rendering of the Building, including significant site elements - 2 views	0.5	0.5	1	20							
- Preliminary details	4	4	16	40							
Incorporate agreed Sustainability and Energy Efficiency System Design Implementation. Energy modeling beyond code requirement is excluded.	1	6	4	6							
Planning Department Review is not included.	0	0	0	0							
Update FF&E package.	0.5	1	8	16							
Generate finish board	0.5	1	8	10							
Update project schedule	0.5	0	1	0							
Draft Specifications	2	0.5	8	4							
Coordinate Utility Applications	1	0	1	0							
- Electrical Service Upgrade	0	0	1	0						\$ 4,500.00	
- Sanitary Sewer (N/A, existing assumed to be ok)	0	0	0	0							
- Storm Water (N/A, existing assumed to be ok)	0	0	0	0							
- Gas (N/A due to electrification goal)	0	0	0	0							
- Domestic Water (N/A, existing assume to be ok)	0	0	0	0							
- Irrigation (N/A, existing assume to be ok)	0	0	0	0							
- Fire Water (Application by the city. Infor to be furnished by the Design team)	0.5	0	1	2							
- Data (City to lead based on info furnished by the team)	0.5	0	1	0							
- Telephone (City to lead based on info furnished by the team)	0	0	1	0							
Coordinate and integrate wayfinding and art strategies	0.5	2	4	6							
Coordinate probable construction cost estimates with an estimator	2	0	2	0							
QA/QC	6	1	8	0							
CMO/Council Presentation material	0.5	0.5	8	12							
Attend CMO/Council meeting in person	0	0	0	0							
Consultant coordination	2	0	8	6							
4.3 CONSTRUCTION DOCUMENTS					\$ 9,230	\$ 12,000	\$ 7,500			\$ 11,800	
Prepare and Submit 95% Design Plans and Specifications											
- Code Plans	0	0	0.5	1							
UPDATED PROJECT BUDGET WORKSHEET											

UPDATED PROJECT BUDGET WORKSHEET
CUPERTINO CITY HALL ANNEX DESIGN

EXHIBIT C

PROJECT BUDGET WORKSHEET	CITY OF CUPERTINO CITY HALL ANNEX DESIGN										Updated 5/10/2022	
	Architectural				Landscape	Structural	Mechanical	Fire Sprinkler Criteria	Electrical	TOTAL	NOTES	
	DIALOG				DILLINGHAM & ASSOCIATES	ZFA	LITZENBERGER	LITZENBERGER	WKM, Inc.			
	Principal in Charge	Subject Matter Expert	Project Manager	Job Captain								
Review Bids	2	0.5	2	0								
Sub-Total Effort	107	70	408	476.5								
Sub-Total Cost	\$ 34,775	\$ 22,750	\$ 85,680	\$ 76,240								
Sub-Total Cost By Discipline	\$ 219,445				\$ 13,630	\$ 29,000	\$ 13,000	\$ 2,000	\$ 24,000	\$ 301,075		
Task Five: Construction Administration												
Six months anticipated												
5.1 Contract Administration Activities (6 months anticipated)					\$ 2,820	\$ 6,000	\$ 2,000	\$ -	\$ 4,000			
5.2 Preparation of Proposal Request and Change Order Documents	2	0	10	14								
5.3 Evaluation of Change Order Proposals	4	0	10	0								
5.4 Prepare Clarifications to Construction Documents via RFIs	2	2	8	16								
5.5 Prepare Architect's Supplemental Instruction (ASI) if necessary	4	1	8	16								
5.6 Review and approve submittals	2	0.5	16	12								
5.7 Maintain submittal, RFI, Proposal Request, and Construction Change Logs	0	0	8	8								
5.8 Attend and participate OAC meetings, document observations, and provide meeting notes (Weekly OAC)	10	0	80	12								
5.9 Attend final walk through inspections and develop/prepare punch lists	2	0	6	2								
5.10 Participate in back punch walk (1 time)	0	0	4	2								
5.11 Review of closeout documents such as as-built, O&M Manuals, final reports, commissioning results, & ETC	0	0	4	4								
5.12 Coordinate with contractor and complete Sustainability/commissioning certification	0.5	0	4	0								
5.13 Prepare as-built drawings from contractor's redlines and provide pdf files	0.5	0	4	8								
5.14 Coordinate with other consultants and contractors	2	0	8	4								
Sub-Total Effort	29	3.5	170	98								
Sub-Total Cost	\$ 9,425	\$ 1,138	\$ 35,700	\$ 15,680	\$ 2,820	\$ 6,000	\$ 2,000	\$ -	\$ 4,000			
Sub-Total Cost By Discipline	\$ 61,943				\$ 2,820	\$ 6,000	\$ 2,000	\$ -	\$ 4,000	\$ 76,763		
Total Cost By Discipline	\$ 331,770				\$ 17,960	\$ 35,000	\$ 18,000	\$ 2,000	\$ 28,750	\$ 433,480		
TOTAL FEE											\$ 433,480	
Reimbursement Costs											\$10,000	

EXHIBIT C

PROJECT BUDGET WORKSHEET	CITY OF CUPERTINO CITY HALL ANNEX DESIGN					Updated 5/10/2022				NOTES	
	Architectural				Landscape	Structural	Mechanical	Fire Sprinkler Criteria	Electrical		TOTAL
	DIALOG				DILLINGHAM & ASSOCIATES	ZFA	LITZENBERGER	LITZENBERGER	WKM, Inc.		
	Principal in Charge	Subject Matter Expert	Project Manager	Job Captain							
- Site Plan including path of travel diagram	0	0	1	2							Original proposal included 4 views. Updated to 2 per discussions.
- Plans	0	0	8	8							
- Reflected ceiling plans	0	0	4	4							
- Sections	0	0	8	8							
- Exterior Elevations	1.5	0	4	4							
- Interior Elevations	1.5	2	8	8							
- Schedules	8	2	16	10							
- Prepare 3D Color Rendering of the Building, including significant site elements - 2 views	0.5	0.5	4	18							
- Complete details	4	2	16	34							
Incorporate agreed Sustainability and Energy Efficiency System Design Implementation. Energy modeling is excluded.	1	4	4	8							
FF&E Bid Package and Coordination	0.5	2	10	8							
Final Specification	4	0.5	14	0							
Coordinate probable construction cost estimates with an estimator	2	0	2	0							
QA/QC	6	2	8	0							
Consultant coordination	2	0	6	4							
Prepare and submit 95% CD	0.5	0.5	4	6							
Follow up with utility application											Utility application follow up as additional line item.
- Electrical Service Upgrade	0	0	1	0							
- Fire Water	0	0	0	0							
- Data (City to lead based on info furnished by the team)	0	0	1	0							
- Telephone (City to lead based on info furnished by the team)	0	0	0	0							
Respond to all comments including constructability review and integrate where appropriate.	1	0	8	16							
Prepare and submit 100% CD	1	1	4	8							
Final LED Scorecard	0	0	0	0							Excluded per discussion. Commissioning plan by the commissioning agent.
Update Sustainability Strategy Implementation Plan (Basic Code Commissioning only. No enhanced commissioning anticipated)	1	0	8	10							
Attend and participate in the review meetings with City Staff and Stake holders. Document design review and decisions. (3 meetings)	4	2	9	2							
4.4 PERMITTING											
Coordinate Building Permit Submittal by the team	1	0	4	8		\$ 4,000					
Update documents per city comments	2	0	12	20							
4.5 BIDDING											
Prepare final approved bid package for the City's use in obtaining bid	1	0	4	8							
Prepare FF&E bid package for City's use in obtaining bid	0.5	2	6	6							
Provide prompt clarifications and responses to bidders on construction documents.	2	1	8	6							
Prepare addenda and drawing revisions	1	1	4	8							
Attend Pre-bid walks (one each for construction and furniture)	3	0	3	0							

EXHIBIT C

DIALOG PROJECT BUDGET WORKSHEET	CITY OF CUPERTINO CITY HALL ANNEX DESIGN										Updated 5/10/2022		
	Architectural					Landscape	Structural	Mechanical	Fire Sprinkler Criteria	Electrical	TOTAL	NOTES	
	DIALOG					DILLINGHAM & ASSOCIATES	ZFA	LITZENBERGER	LITZENBERGER	WKM, Inc.			
	Principal in Charge	Subject Matter Expert	Project Manager	Job Captain									
POTENTIAL VALUE ADDED SERVICES													
2.6 Revision during programming - per round	1	1	6	8							\$	3,190	Per round
2.8 Attend CMO/Council Meeting in person	4	0	4	0							\$	2,140	
4.1 Diagrammatic Renderings during Schematic Design per view	0.5	0.5	1	3							\$	1,015	Per view
4.2 Prepare 3D Color Rendering of the Building, including significant site elements during Design Development per view	0.5	0.5	1	10							\$	2,135	Per view
Coordinate Utility Applications; Electric Service, Fire water, 4.2 telephone, and Data	2	0	8	4							\$	2,970	Fees by the City.
4.2 Attend CMO/Council meeting in person	4	0	4	0							\$	2,140	
4.3 Prepare 3D Color Rendering of the Building, including significant site elements during Construction Document phase per view	0.5	0.5	2	12							\$	2,665	Per view
4.3 Utility Service Application follow up during CA	1	0	4	0							\$	1,165	
4.3 Final LEED Scorecard and justification	1	8	12	40							\$	11,845	Excluded per discussion.

EXHIBIT C

Key Assumptions and Exclusions

We acknowledge the process requested in the Section 2, Scope of Services in the RFQ with the following assumptions and exceptions:

Task One: Project Initiation and City Coordination.

- Kick-off meeting will be in person.
- Weekly meetings will be online.

Task Two: Programming Process and Report

- We propose to spend a day at existing City Hall to review current operations. We request that a City staff member/PM is available to facilitate observation and engagement.
- Weekly meeting will be online.
- CMO and City Council Presentation is anticipated to be one presentation, in person or online as needed.

Task Three: Code Research and Analysis

- We request that any code ordinance above and beyond the building code adapted by the City is furnished by the City; i.e. sprinkler requirement.
- We request that City planning and permit review processes are outlined by the City.

Task Four: Design and Documentation

- We assume one SD submittal.
- We assume one DD submittal.
- As are part of DD submittal, we assume 3 rendered views.
- We assume one CD submittal as requested.

We did not see any reference to a planning review. We assume that a planning review will be integrated as a part of the building permit submittal, and a separate submittal is not anticipated.

Based on the narrative associated with the upper-level use, we understand the desire to exempt upper floor access from accessibility compliance; thus, eliminating the need for an elevator. This understanding may change upon code review. A revision in design team and scope will be required if a new elevator is required.

Sprinkler design will be furnished as a design criterion for a design-build execution.

Security/surveillance system design is excluded.

Site design scope is currently limited to the accessible pathway from the public right of way, including accessible parking to the entry. Other site design elements are not included. As the scope is minimal, civil engineering is not included. We may require a civil engineer if the scope expands.

We request the following information to be furnished by the City.

- Topographic survey for path of travel.
- Existing building construction drawings including structural, mechanical, electrical, and irrigation drawings.
- City Standard Specifications for material standards, if available.
- Fire hydrant flow/pressure information.
- Hazardous materials remediation plan in addition to the already provided report.
- All the consultants outlined in the Section 2, A, Task One.
- Facilitation of meetings with the City Facilities and Maintenance.
- Facilitation of meetings/engagement with the City Hall stakeholders.

We understand the project budget of \$3.5 million. We request that a project construction budget is to be provided by the city. We currently assume \$2.5 million.

EXHIBIT C

DIALOG® HOURLY RATES

Effective March 8, 2022

Partner / Senior Management Team	\$325.00/hour
Associate	\$265.00/hour
Project Manager Senior	\$265.00/hour
Project Manager Senior Intermediate	\$240.00/hour
Project Manager Intermediate	\$210.00/hour
ARCHITECTURAL	
Senior	\$240.00/hour
Senior Intermediate	\$200.00/hour
Intermediate	\$180.00/hour
Junior	\$150.00/hour
INTERIOR DESIGN	
Interior Design Lead	\$310.00/hour
Senior	\$190.00/hour
Senior Intermediate	\$165.00/hour
Intermediate	\$150.00/hour
Junior	\$130.00/hour
SUSTAINABLE DESIGN	
Senior	\$240.00/hour
Senior Intermediate	\$200.00/hour
Intermediate	\$180.00/hour
Junior	\$150.00/hour
PLANNING / URBAN DESIGN	
Senior Planner / Urban Designer	\$210.00/hour
Senior Intermediate Planner / Urban Designer	\$180.00/hour
Intermediate Planner / Urban Designer	\$160.00/hour
Junior Planner / Urban Designer	\$130.00/hour
TECHNOLOGIST (all categories)	
Senior	\$210.00/hour
Senior Intermediate	\$180.00/hour
Intermediate	\$160.00/hour
Junior	\$130.00/hour
CONTRACT ADMINISTRATION	
Senior	\$240.00/hour
Senior Intermediate	\$195.00/hour
Intermediate	\$175.00/hour
Junior	\$130.00/hour
SPECIFICATIONS	
Senior Specification Writer	\$240.00/hour
Senior Intermediate Specification Writer	\$180.00/hour
Intermediate Specification Writer	\$160.00/hour
Junior Specification Writer	\$130.00/hour
ADMINISTRATION	
Senior Administration	\$160.00/hour
Senior Intermediate Administration	\$140.00/hour
Intermediate Administration	\$125.00/hour
Junior Administration	\$100.00/hour
STUDENT (all categories)	
	\$125.00/hour

The Schedule of Hourly Rates will be updated from time to time.

DIALOG®

EXHIBIT D
Insurance Requirements
Design Professionals & Consultants Contracts

Consultant shall procure prior to commencement of Services and maintain for the duration of the contract, at its own cost and expense, the following insurance policies and coverage with companies doing business in California and acceptable to City.

INSURANCE POLICIES AND MINIMUMS REQUIRED

1. **Commercial General Liability** (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.
 - a It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
 - b Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).
 - c The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. **Automobile Liability:** ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease.
Not required. Consultant has provided written verification of no employees.
4. **Professional Liability** for professional acts, errors and omissions, as appropriate to Consultant's profession, with limits no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. If written on a claims made form:
 - a The Retroactive Date must be shown and must be before the Effective Date of the Contract.
 - b Insurance must be maintained for at least five (5) years after completion of the Services.
 - c 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 five (5) years after completion of the Services.

OTHER INSURANCE PROVISIONS

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

Additional Insured Status

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Consultant's CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

Primary Coverage

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute to it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

Waiver of Subrogation

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. 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 deductible or self-insured retention must be declared to and approved by the City. At City's option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

Acceptability of Insurers

Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.

Verification of Coverage

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant's insurance policies.

Higher Insurance Limits

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

Adequacy of Coverage

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2022

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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

DIALDES-02

INSURED
DIALOG Design LP
500 Sansome Street
San Francisco CA 94111

CONTACT NAME: The Certificate Team

PHONE

(A/C, No. Ext):

FAX

(A/C, No):

E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Travelers Indemnity Company of Connecticut

25682

INSURER B: Travelers Property Casualty Company of America

25674

INSURER C: National Union Fire Insurance Co PA

19445

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1561165502

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	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☐ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	6800N206839	11/30/2021	11/30/2022	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	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	BA3S012659	11/30/2021	11/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE	Y	Y	EBU046027160	11/30/2021	11/30/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	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						PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Excess Liability policy is a follow-form to underlying General Liability/Auto Liability.

RE: All Operations of the Named Insured

City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

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

City of Cupertino
10300 Torre Ave
Cupertino CA 95014

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

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DATE OF ISSUE: 10/20/2021

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of 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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER:

City of Cupertino
10300 Torre Ave
Cupertino, CA 95014

Dated: May 11, 2022**NAMED INSURED:**

Dialog Design LP
370 – 500 Sansome Street
San Francisco, CA 94111 USA

BROKER:

Lloyd Sudd Insurance Brokers Ltd.
Suite 700 - 10240 124 Street
Edmonton, AB T5N 3W6 P: (780) 483-4544

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies below. The insurance afforded is subject to the terms, conditions, and exclusions of the applicable policy.

COMPANIES AFFORDING COVERAGE:

Company Letter "A" XL Specialty Insurance Company

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRY DATE	LIMIT	
ERRORS & OMISSIONS LIABILITY						
A	E&O Design Professionals (A&E)	DPX 9968857	November 30, 2021	November 30, 2022	\$2,000,000	Inclusive Limits/Each Claim
					\$2,000,000	Aggregate

CANCELLATION

Should the Professional Liability policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative.

Lloyd Sudd Insurance Brokers Ltd.

Per: *J. Sudd*

Lloyd Sudd
INSURANCE BROKERS LTD.

NAVACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2022

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Trumbull Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 27120
INSURED DIALOG Design LP 370-500 Sansome St San Francisco CA 94111		

COVERAGES**CERTIFICATE NUMBER:** 2469595**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.

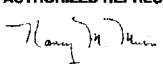
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	N/A	Y	76WEGAA1WC1	04/01/2022 04/01/2023	☒ PER STATUTE ☐ 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

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

This certificate of insurance includes a Waiver of Subrogation in favor of the certificate holder.

Job Reference: City Hall Annex Design Services Project

CERTIFICATE HOLDER**CANCELLATION**

City of Cupertino 10300 Torre Avenue Cupertino CA 95014	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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 76 WEG AA1WC1

Endorsement Number: 3

Effective Date: 05/17/22

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

Named Insured and Address: DIALOG Design LP
370-500 SANSOME ST
SAN FRANCISCO CA 94111

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 5 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

CITY OF CUPERTINO, 10300 TORRE AVE, CUPERTINO,
CA 95014

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Countersigned by The Hartford

Authorized Representative

Form WC 04 03 06

(1) Printed in U.S.A.

Process Date: 05/25/22

Policy Expiration Date: 04/01/23