



DESIGN PROFESSIONAL SERVICES AGREEMENT (SINGLE) **WITH PAKPOUR CONSULTING GROUP**

1. PARTIES

This Agreement is made by and between the City of Cupertino, a municipal corporation ("City"), and Pakpour Consulting Group ("Consultant"), a Corporation for Stevens Creek Boulevard Class IV Bikeway Ph 2 Wolfe Road to Highway 85 (Project No 2021-11) ("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 the City's Shelter In Place and Social Distancing Requirements, attached here and incorporated as **Exhibit A-A**.

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, 2022, 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 \$231,163.00 ("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 \$213,863.00 ("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 \$17,300.00. 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.

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 Indemnatee.

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 Marlon Aumentado, 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 William Lai, 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: Office of the City Manager 10300 Torre Avenue Cupertino CA 95014 Attention: Marlon Aumentado Email: MarlonA@cupertino.org	To Consultant: Pakpour Consulting Group 5776 Stoneridge Mall Road, Suite 320, Pleasanton, CA 94588 Attention: William Lai Email: WLai@pcgengr.com
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27. VALIDITY OF CONTRACT

This Agreement is valid and enforceable only if it complies with the contract provisions of Cupertino Municipal Code Chapters 3.22 and 3.23, is signed by the City Manager or authorized designee, and is approved for form by the City Attorney's Office.

28. 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 _____

PAKPOUR CONSULTING GROUP

By Joubin Pakpour

Name Joubin Pakpour

Title President

Date May 11, 2021

APPROVED AS TO FORM:

HEATHER M. MINNER
Cupertino City Attorney

ATTEST:

KIRSTEN SQUARCIA
City Clerk

Date _____

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall perform professional services as detailed in the following sections related to the design, bidding and construction for 2021-11 Stevens Creek Boulevard Class IV Bikeway Phase 2 - Wolfe Road to Highway 85

SECTION 1. GENERAL

- A. General PROJECT Description:** The PROJECT involves design development, construction document preparation, bid support, and construction administration services for the 2021-11 Stevens Creek Boulevard Class IV Bikeway Installation Project –Phase 2. The project would construct a Class IV separated bikeway along both sides of Stevens Creek Boulevard from Wolfe Road to Highway 85.
- B. General Performance Requirements:**
1. The performance of all services by CONSULTANT shall be to the satisfaction of the CITY, in accordance with the express terms hereof, including but not limited to the terms set out in detail in this scope of services and the standard of care provisions contained in this AGREEMENT.
 2. The CITY's Department of Public Works shall manage the PROJECT and this AGREEMENT. CONSULTANT shall receive final direction from the CITY's Director of Public Works or his/her authorized designee (hereinafter collectively "CITY") only. The CITY shall resolve any conflicting direction from other groups, departments or agencies.
 3. CONSULTANT shall coordinate this scope of services with the CITY as well as with other CITY consultants and contractors, as needed or as directed by the CITY. CONSULTANT shall schedule meeting and prepare meeting agendas and minutes for all PROJECT meetings during the design phase under the scope of work. All minutes of meetings are due to the CITY within five (5) working days after the meeting. CONSULTANT shall provide copies of such documentation to the CITY, and as directed by the CITY, to other appropriate agencies and entities. CONSULTANT shall coordinate all responses to comments through the CITY.
 4. CONSULTANT shall designate and provide to the CITY the names of their team members for the PROJECT. The team members shall be satisfactory to the CITY. CONSULTANT shall not substitute any team members without the prior approval of the CITY.
 5. CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly process of the work. The

schedule for the performance included in EXHIBIT B, may be adjusted by mutual agreement.

6. CONSULTANT shall manage its SUBCONSULTANTS, and administer the PROJECT. CONSULTANT shall consult with the CITY, research applicable design criteria, and communicate with members of the PROJECT team.
7. When the CITY determines that the PROJECT requirements have been sufficiently identified, CONSULTANT shall prepare and update a PROJECT schedule for the CITY at the beginning of each TASK as defined in SECTION 2 - "TASK" of this EXHIBIT A. The PROJECT schedule shall identify milestone dates for decisions required of the CITY, design services furnished by CONSULTANT and CONSULTANT's SUBCONSULTANTS, dates of reviews and approvals required by all governmental agencies that have jurisdiction over the PROJECT, deliverables to be furnished by CONSULTANT, completion of documentation provided by CONSULTANT, commencement of construction and substantial completion of the construction of the PROJECT, and as identified in the exhibits under this AGREEMENT.
8. CONSULTANT shall submit construction documents to the CITY, according to SECTION 2 - "TASKS", of this EXHIBIT A for purposes of evaluation and approval by the CITY. The CITY including the Department of Public Works Engineering and City Facilities and Department of Parks and Recreation will review the documents during each phase. CONSULTANT will meet with the CITY for progress review at various stages of the PROJECT. CONSULTANT will be responsible for causing the appropriate SUBCONSULTANT(S) to attend any meetings included in this SCOPE OF SERVICES. CONSULTANT shall make revisions to the construction documents as required for each task in a timely manner.
9. CONSULTANT shall assist the CITY, as requested by the CITY, in connection with the CITY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the PROJECT, including submitting to the CITY's Building Department for a building permit if required.
10. CONSULTANT shall prepare and present to the CITY an Organization Chart, Directory, and Communication Flow Chart at the PROJECT Kick-Off Meeting. This meeting shall introduce team members, establish routes of communication, and discuss the participants' roles, responsibilities, and authority.

C. Estimate of Probable Construction Cost: CONSULTANT shall be responsible to design the PROJECT and provide an Estimate of Probable Construction Cost consistent with the following procedures and requirements.

1. CONSULTANT shall be responsible for designing the PROJECT so that the Estimate of Probable Construction Cost is less than or equal to the CONSTRUCTION BUDGET established by the CITY for the PROJECT. The Project Construction Budget shall be provided by the CONSULTANT as a summary sheet with submittal of each required Estimate of Probable Construction Cost, showing

comparisons of cost evolution for the PROJECT. As the design process progresses CONSULTANT shall update and refine the Estimate of Probable Construction Cost as required in SECTION 2 – “SCOPE OF SERVICES” of this EXHIBIT A. CONSULTANT shall advise the CITY in writing of any adjustments to previous Estimates of Probable Construction Cost indicated by changes in PROJECT requirements or general market conditions.

2. Should the Estimate of Probable Construction Cost exceed the CONSTRUCTION BUDGET, CONSULTANT shall, during the design phases of the project, revise, without additional cost to the CITY, the design documents and/or Construction Documents incorporating scope and quality changes to reduce the estimated costs for construction, to within the CONSTRUCTION BUDGET. CONSULTANT shall make changes only as approved by the CITY in writing. Reductions in scope may be required to meet the CITY’s budget, and the CITY will not unreasonably withhold permission for such reductions in scope order for the CONSULTANTS to meet the budget. Notwithstanding the foregoing, to the extent the Estimate of Probable Construction Cost exceeds the CONSTRUCTION BUDGET due to any program, design or budget changes, initiated and authorized by the CITY which are beyond CONSULTANT’s control, any changes required in the design documents, shall be considered as Additional Services as noted in EXHIBIT C of this AGREEMENT.
3. In preparing the Estimate of Probable Construction Cost, CONSULTANT, in consultation with the CITY, shall do each of the following: (a) include contingencies for design, bidding, and price escalations to determine which materials, equipment, component systems and type of construction are to be included in the PROJECT, and (b) make reasonable adjustments and/or to value engineer various items in all required submittal cost estimates of the PROJECT, including alternate bids, in order to adjust the estimated construction cost to be less than or equal to the CONSTRUCTION BUDGET.
4. If bidding has not commenced within 90 days after CONSULTANT submits the Construction Documents to the CITY, CONSULTANT shall adjust the Estimate of Probable Construction Cost to reflect changes in the general level of prices in the construction industry. This will be an additional service.
5. CONSULTANT shall identify, develop and incorporate into the Construction Documents “Add or Deduct Alternate” construction cost elements that may be chosen to meet the City’s budget. Alternates shall be approved by the CITY before being incorporated into the Construction Documents.
6. Should the lowest responsive bid exceed the CONSTRUCTION BUDGET by more than ten percent (10%), CONSULTANT shall, if directed by the CITY, submit without additional cost to the CITY, revised Construction Documents reflecting changes, approved by the CITY, to reduce the Construction Costs to within the CONSTRUCTION BUDGET. The CITY acknowledges that the CONSULTANT does not control market conditions and agrees that they may allow reductions in scope in order to meet the CITY’s construction budget.

SECTION 2. TASKS

Task 1.0 Pre-Design Studies

NOT IN SCOPE

Task 2.0 Data Collection

- 2.01 **Existing Data Assembly:** CONSULTANT shall review Project data provided by the City including, but not limited to: topographic survey, geotechnical reports, traffic studies, CEQA documents, other environmental studies, tree surveys, arborist's reports, approved Master Plan(s), or other such data. The CONSULTANT shall be entitled to reasonably rely upon the accuracy and sufficiency of any information provided to the CONSULTANT by the City or the City's agents.
- 2.02 The CONSULTANT shall identify discrepancies or shortcomings among the existing data, and identify solutions for resolution, and propose generation of additional site information necessary to provide an accurate Project Base Map.
- 2.03 The CONSULTANT shall utilize existing data to the extent possible and inform the City immediately of problems associated with using existing data for Project base information.
- 2.04 **Utility Coordination:** Coordinate with all utility owners who may have facilities within the Project area or that may be impacted by the Project work. Transmit preliminary plans for the identification of potential conflicts. Coordinate potholing by utility companies and owners as required, as additional services.
- 2.05 **Field Survey:** Perform field survey of existing control and monumentation. Locate existing survey monuments and accessible property corners and compute the existing right-of-way based on boundary evidence, records maps, and preliminary title reports. Prepare a calculated base map of the existing record right-of-way for use in design.
- 2.06 **Topographic Survey:** Perform field Topographic Survey to obtain locations of utility surface facilities, inverts of accessible storm drain manholes, inlets, and sanitary sewer manholes. Obtain location and sizes of all trees and other existing features that may impact the Project design.
- 2.0 **Deliverables:** (all deliverables digital unless otherwise noted)
 - 2.01 Source Document Listing
 - 2.02 Proposal of Additional Investigative Actions
 - 2.03 Details of Problematic Data
 - 2.04 Summary of Utility Companies Contacted and Actions Taken
 - 2.05 Scaled Base Map in AutoCAD (current version) Format

2.06 Project Area Surface Features Added to Base Map in AutoCAD Format

2.07 Meeting Notes (digital)

Task 3.0: Preliminary (35%) Design

NOT IN SCOPE

Task 4.0 Construction Document Development

- 4.01 Meetings:** Participate in up to three (3) design team meetings with representatives of the City during the Construction Document phase and provide written meeting minutes to the City within two (2) business days.
- 4.02 65% Construction Documents:** The 65% Construction Documents shall be a refinement of the Preliminary Design documents and are to be based on comments received for the Preliminary review. The 65% Plans, Draft Technical Specifications, and 65% Cost Estimate shall be submitted together.
- 4.03 65% Plans:** Prepare 65% Design Plans and submit them to the City for review and comment. 65% plans shall include any sheets not previously submitted (erosion control, draft details, etc.). Advance the design to the point that all major design issues and solutions are represented in the plans. The following types of plans may be prepared:
- Title Sheet, Legend and Notes
 - Typical Cross Sections
 - Demolition Plans
 - Street Improvement Plans and Profiles
 - Utility Plans and Profiles
 - Construction Details
 - Traffic Handling and Construction Area Signs
 - Signing and Striping Plans
 - Erosion Control Plans
 - Cross Sections
- 4.04 Draft Technical Specifications:** Prepare Draft Technical Specifications and submit them to the City for review and comment. The Technical Specifications are to reference City or Caltrans Standard Specifications for the various items of work, including measurement and payment provisions.
- 4.05 65% Cost Estimate:** Prepare a 65% Estimate of Probable Construction Cost based on items and quantities of work shown on the 65% Plans and other anticipated improvements. Prices will be based on the magnitude of the quantities and the CONSULTANT's experience with similar local projects and engineer's judgment.

- 4.06 **95% Construction Documents:** The 95% Construction Documents shall be a refinement of the 65% Design Documents and are to be based on comments received for the 65% review. The 95% Plans, Final Technical Specifications, and 95% Cost Estimate shall be submitted together.
- 4.07 **95% Plans:** Prepare 95% Design Plans and submit them to the City for review and comment.
- 4.08 **Final Technical Specifications:** Update the Draft Technical Specifications and submit the Final Technical Specifications to the City for review and comment. The technical specifications are to reference City or Caltrans Standard Specifications for the various items of work, including measurement and payment provisions.
- 4.09 **95% Cost Estimate:** Prepare a 95% Estimate of Probable Construction Cost as needed based on items and quantities of work shown on the 95% Plans and other anticipated improvements. Prices will be based on the magnitude of the quantities and the CONSULTANT's experience with similar local projects and engineer's judgment.
- 4.0 **Deliverables:** (all deliverables digital unless otherwise noted)
 - 4.01 Meeting Notes
 - 4.03 65% Design Plans
 - 4.04 Draft Technical Specifications
 - 4.05 65% Construction Cost Estimate
 - 4.07 95% Design Plans
 - 4.08 Final Technical Specifications
 - 4.09 95% Construction Cost Estimate

Task 5.0: Final (100%) Construction Documents

5.01 100% Construction Documents: The 100% Construction Documents shall address any comments received for the 95% review. The 100% Plans, Technical Specifications, and Cost Estimate shall be submitted together on digital media, either a flash drive or a CD/DVD.

In addition, provide two (2) complete wet signed, stamped sets of Construction Documents and Technical. The submitted documents shall be in reproducible, hard copy format.

City will review the 100% Construction Documents for confirmation that responses to all previously provided comments are appropriately integrated. CONSULTANT is to make any changes to the 100% plans that are requested by City.

- 5.02 **100% Plans:** Prepare 100% Design Plans and submit them to the City.
- 5.03 **100% Technical Specifications:** Update the Final Technical Specifications and submit the 100% Technical Specifications to the City.
- 5.04 **100% Cost Estimate:** Prepare a 100% Estimate of Probable Construction Cost as needed based on items and quantities of work shown on the 100% Plans
- 5.0 **Deliverables:** (all deliverables digital unless otherwise noted)
 - 5.02 100% Plans (digital + hard copies)
 - 5.03 100% Technical Specifications (digital + hard copies)
 - 5.04 100% Cost Estimate (digital + hard copies)

Task 6.0: Bid and Award Support

- 6.01 **Bid Period Assistance:** Provide the following bid phase services, at the City's request, through award of the construction contract:
 - a. Attend the general contractor pre-bid meeting.
 - b. Assist City in responding to bidders' questions and incorporation them in an addendum.
 - c. Assist in the review and processing of substitution submittals during Bid phase.
- 6.02 **Addenda Preparation:** As requested by City, prepare addenda to Project documents including, but not limited to, new or revised Plans, new or revised Technical Specifications and/or removal of items from the Project Plans and/or Specifications and responding to questions and providing clarifications.
- 6.03 **Project Document Conformance:** Update the Construction Document package to include all addenda issued during the Bid process and submit a Conformed Set of Drawings and Specifications to the City within ten (10) days of the contract award.

The CONSULTANT shall provide two (2) complete wet signed, stamped Conform Sets of Construction Documents and Technical Specifications that includes the 100% Construction Documents Package and all bid addenda. The submitted documents shall be in reproducible, hard copy format.

In addition, the CONSULTANT shall provide complete electronic format Conform Set Construction Documents and Technical Specifications in 1) native file formats (AutoCAD, MS Word) and 2) pdf on a CD/DVD or flash drive media.
- 6.0 **Deliverables:** (all deliverables digital unless otherwise noted)
 - 6.01b Written response to Bidders' questions
 - 6.01c Written evaluation of substitution submittals
 - 6.02 Project Addenda

6.03 Conformed Project Documents

Task 7.0: Construction Support

- 7.01 Submittal Review:** Review and approve or reject the Contractor's submittals within five (5) working days of receipt. The CONSULTANT may request additional review time for particularly complex or unusual submittals. The City shall not grant additional review time for standard construction item submittals. The CONSULTANT shall maintain a detailed record of all submittals and content supplied by the Contractor.
- 7.02 Requests for Information:** Review Contractor Requests for Information (RFI) and provide a written response to the Contractor with a copy to the City, within five (5) working days of receipt. The CONSULTANT's response may provide, with advance City approval, supplemental drawings and/or specifications necessary to clarify the RFI.
- 7.03 Change Orders:** Review and advise the City on requests by the City or Contractor for changes in the construction of the Project. The CONSULTANT shall review City prepared Contract Change Orders and, where necessary, prepare Drawings and Specifications to describe Work to be added, deleted or modified. The CONSULTANT shall maintain all records relative to changes in the construction.
- 7.04 Site Meetings:** Attend up to two (2) site meetings in the Construction phase and provide meeting minutes to the City within two (2) business days.
- 7.05 Prepare As-Built:** CONSULTANT to prepare final As-Built documents from Contractors mark ups and other contract changes.
- 7.0 Deliverables:** (all deliverables digital unless otherwise noted)
- 7.01 Responses to submittals, submittal log
 - 7.02 Responses to Requests for Information
 - 7.03 Review comments for City prepared Change Orders
 - 7.04 Meeting Minutes
 - 7.05 As-Built

ASSUMPTIONS

- The City will handle all environmental documentation and permitting, if required.
- The City and/or Contractor, will handle all State Water Resources Control Board (SWRCB) Construction General Permit project coordination and registration documents, if required, including:
 - Storm Water Pollution Prevention Plan (SWPPP) document.
 - QSP (Qualified SWPPP Practitioner) project site inspections, monitoring and reporting.
- The City will handle arborist coordination, if required.
- Existing right-of-way is sufficient for installation of proposed sidewalk and separated bike lanes.

- Right of Entry for sidewalk improvements for properties affected will be acquired by the City

- The City will furnish pertinent record improvement drawings and right-of-way drawings

- No soil or groundwater contamination issues.

Geotechnical investigation is not necessary and not included in the scope of work. If further research indicates differently, PCG will advise the City immediately to discuss additional options.

- City will provide "boilerplate" front-end specifications in Word format.

- Structural design, plans and details are not included. If retaining walls are necessary, the City of Cupertino standard retaining wall detail will be used.

- Pedestrian warning lights will be a solar powered and wireless system and no tie-ins to existing power circuits (PG&E or other) will be required.

- Design of bio-retention basins or other storm water treatment features is not included

- Storm drain system hydraulic analysis is not included.

Task 8.0: Additional Services

Consultant Services beyond the work in these tasks may be provided by CONSULTANT as Additional Services only if such Additional Services are authorized in writing by the CITY in advance. An Additional Services amount of NINETEEN THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$17,300.00) is made a part of this agreement. Additional services may be paid for as a negotiated maximum not to exceed amount or by a time and materials cost accounting with a maximum not to exceed.

EXHIBIT B
SCHEDULE OF PERFORMANCE

CONSULTANT shall complete all work by December 31, 2022.

This Schedule of Performance establishes the milestones for commencement and completion of the Tasks for Basic Services as specified in Exhibit A, Scope of Services.

TASK #	TASK DESCRIPTION	TASK SCHEDULE
1	Pre-Design Studies (Not in Contract - NIC)	NIC
2	Data Collection	10 weeks following NTP
2.1	Topographic Survey	10 weeks following NTP
3	Preliminary 35% Design	NIC
4	Construction Document Development	18 weeks following NTP
4.1	Traffic Signal Design	18 weeks following NTP
5	Final Construction Documents	31 weeks following NTP
6	Bid and Award Support	During advertisement and award phase
7	Construction Support	During construction phase

EXHIBIT C
COMPENSATION

Capitalized terms which are defined in the Agreement have the same meaning in this Exhibit C.

This Exhibit C on Compensation supplements the provisions of Section 4 of the Agreement on Compensation, as further specified in Section 4.

1. BASIC SERVICES BUDGET SCHEDULE

A. Maximum Compensation.

The CITY agrees to compensate CONSULTANT for professional services performed in accordance with the terms and conditions of this AGREEMENT. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services, additional services and reimbursable expenses, shall not exceed TWO HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED SIXTY-THREE DOLLARS (\$231,163.00). CONSULTANT agrees that it shall perform all of the services set forth in Exhibit A of this AGREEMENT, except for additional services required pursuant to Section 2, TASKS and inclusive of reimbursable expenses, for the maximum not to exceed amount of TWO HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$213,863.00). The maximum amount of Additional Services authorized under Section G of this EXHIBIT C is SEVENTEEN THOUSAND THREE HUNDRED DOLLARS (\$17,300.00).

B. Method of Payment

For the Tasks outlined in Section 2 of Exhibit A, CONSULTANT shall, during the term of this AGREEMENT, invoice the CITY monthly based upon a percentage of completion of each milestone set forth below in the Payment Schedule (Schedule D below) for services performed, and reimbursable expenses incurred if applicable, in completing that milestone under this AGREEMENT. (Hereinafter "Invoice.") Provided CONSULTANT has completed the services and incurred the reimbursable expenses covered by the Invoice in accordance with the provisions of this AGREEMENT, as determined by the CITY, the CITY shall pay CONSULTANT the amount shown on the Invoice within thirty (30) working days of receipt of the Invoice.

The Invoice shall be based on the percentage of milestone completed, and it shall describe the topics and tasks completed during the Invoice period in accordance with the Budget Schedule and Payment Schedule set forth below. The Invoice shall list work completed and reimbursable expenses if applicable, in accordance with the Budget Schedule and Payment Schedule set forth below. CONSULTANT also shall include supporting documents for any reimbursable expenses. The Invoice shall also show the total to be paid for the Invoice period.

C. Budget Schedule

The Budget Schedule for this AGREEMENT shall be as follows:

TASK #	TASK DESCRIPTION	TASK BUDGET
1	Pre-Design Studies (Not in Contract - NIC)	NIC
2	Data Collection	\$21,740.00
2.1	Topographic Survey	\$42,570.00
3	Preliminary 35% Design	NIC
4	Construction Document Development	\$33,940.00
4.1	Traffic Signal Design	\$99,953.00
5	Final Construction Documents	\$15,660.00
	Total for Basic Services:	\$213,863.00
6	Bid and Award Support	\$6,920.00
7	Construction Support	\$10,380.00
	Total for Additional Services:	\$17,300.00

Design Professional may not bill in excess of the Task Budget amount for any Task without prior written authorization from the City. The City has the discretion, but not the obligation, to reallocate the budgeted amounts for each Task, subject to the not to exceed limit specified in Section 4.

D. Payment Schedule

The Payment Schedule for this AGREEMENT shall be as follows:

TASK #	TASK (AND MILESTONE) DESCRIPTION	PERCENT OF TASK BUDGET
1	Pre-Design Studies (Not in contract - NIC)	NIC
2	Data Collection	100%
2.1	Topographic Survey – Dains Land Surveying	100%

TASK #	TASK (AND MILESTONE) DESCRIPTION	PERCENT OF TASK BUDGET
3	Preliminary 35% Design	100%
4	Construction Document Development	100%
4.1	Traffic Signal Design	100%
5	Final Construction Documents	100%
6	Bid and Award Support	100%
7	Construction Support	100%

E. Subconsultant Services.

CONSULTANT is directly responsible for any payment for SUBCONSULTANT work on this PROJECT. SUBCONSULTANT work on this PROJECT is included in the Budget Schedule shown above and shall be billed to the CITY by CONSULTANT as part of the Basic Services.

F. Reimbursable expenses.

Reimbursable expenses are included in CONSULTANT's lump sum compensation, including, but not limited to, any expenses related to CONSULTANT's internal plan checks, CAD test prints, 8 1/2" x 11" copies or fax copies. Plotting and Printing for public distribution will be the responsibility of the CITY. There are no separate reimbursable expenses for Basic Services performed under Tasks 1 - 8 of EXHIBIT A.

G. Additional Services.

CONSULTANT shall not perform Additional Services without prior written authorization of the CITY. Additional Services shall be separately negotiated to be paid on a lump sum or a time and material basis at the rates set forth herein, as authorized by the CITY. The CITY has set aside the sum of SEVENTEEN THOUSAND THREE HUNDRED DOLLARS (\$17,300.00) for the payment of Additional Services. The CITY shall not authorize and CONSULTANT shall not perform any Additional Services that result in charges in excess of the above amount.

CONSULTANT shall submit an Invoice to the CITY for payment on a monthly basis for authorized Additional Services rendered during the previous month. In the event Additional Services are authorized, CONSULTANT shall submit Invoices in accordance with the CONSULTANT hourly rate schedule attached to this EXHIBIT C. The rates shown in the EXHIBIT C-1 shall stay in effect during the full term of the contract. The CITY shall pay Additional Services Invoices as provided in this EXHIBIT C.

2. HOURLY COMPENSATION FOR ADDITIONAL SERVICES

- A. **Hourly Rate Schedule.** The City will compensate the Design Professional for satisfactory performance of duly authorized Additional Services which are subject to hourly billing, based on the hourly rate(s) set forth below, but subject to the compensation limits in Section 4 of the Agreement. The hourly rates are deemed to include all costs including, salary, wages, benefits, taxes, insurance, and the like paid to or on behalf of each individual providing the Services, and are also deemed to include profit, overhead, vehicle, equipment and supply costs and the like. The hourly rates includes expenses such as mileage, copies, plots, postage, shipping, telephone, and cell phone are included in the hourly rates below but do not include Reimbursable Expenses, which are addressed below and in Section 4 of the Agreement. These hourly rates will remain in effect for the Term of the Agreement unless changed by written amendment to the Agreement.

Design Professional Hourly Rates:

Title/Staff Member	Hourly Rates	
	2020	2021
Principal Engineer	\$235	\$245
Senior Engineer	\$205	\$215
Associate Engineer	\$190	\$200
Project Engineer	\$168	\$173
Assistant Engineer	\$141	\$147
Public Works Inspector	\$147	\$152
Engineering Technician	\$105	\$110
Administrative Support	\$84	\$89

B. **Reimbursable Expenses.** The following are allowed Reimbursable Expenses for authorized Additional Services compensated on an hourly basis (time and expenses), subject to the compensation limits in Section 4 of the Agreement:

- A 10% markup will be added to necessary subconsultant services
- Special expenses for public meetings, such as refreshments, interpreters, security, facility rental, tents or booths, easels, markers, paper, or presentation equipment.

END OF EXHIBITS

Exhibit A-A – SHELTER IN PLACE AND SOCIAL DISTANCING REQUIREMENTS

A. Health Laws Acknowledged. It is acknowledged that Consultant's/Contractor's ("Contractor") duty to comply with Laws, as defined in Section 13 of the Contract/Agreement ("Contract"), includes immediate compliance by Contractor and its subcontractors with the restrictions on travel and the Social Distancing Requirements set forth in the most recent health order issued by the County of Santa Clara Health Department in response to the COVID-19 pandemic, and any subsequent amendments or superseding orders thereto (the "Health Order"), and any other local, state, or federal laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws").

B. Health Order Compliance. Contractor shall comply with any restrictions on travel and social distancing requirements in the Health Order when performing work under this Contract. If a scope of work item, notice to proceed, or work order under this Contract specifies work that cannot be performed in compliance with the Health Order or other Health Laws, Contractor shall refrain from conducting the work and immediately inform the City.

C. Individuals at High Risk of Severe Illness. Nothing in this Contract shall be interpreted to require any person at high risk of severe illness from COVID-19 to leave their residence to perform work under the Contract. Contractor will inform the City if other arrangements for the work must be made, and City will do so, with no penalty to Contractor, although Contractor will not be compensated for work performed by the City or third parties. Information from the Center for Disease Control ("CDC") on "high risk" categories is available at the CDC's website at: <https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/people-at-higher-risk.html>.

D. Health Order Requirements and Best Practices. Contractor will immediately undertake all appropriate measures to ensure compliance with the Social Distancing Requirements in the Health Order by all individuals performing work under this Contract, including Contractor's or any subcontractor's workers, employees, representatives, vendors, or suppliers (collectively, "workers"), and shall maintain these measures for as long as required by the Health Order or other Health Laws. As long as required by the operative Health Order or other Health Laws, these measures shall include, but are not limited to, the following:

- 1. Meetings/Site Access.** Use electronic alternatives to in person meetings, e.g., conference calls, video-conferencing, etc., to the greatest extent possible. Limit access to any project site or any work area to workers who are necessary to perform in-person work. Require non-essential personnel to work from home to the extent possible. Avoid all non-essential travel.
- 2. Distancing.** Where workers perform in-person work at a project site or a work area, prohibit workers from being less than six feet apart, unless and only to the extent that would compromise worker safety or violate safety Laws for specific operations. Prohibit handshaking or any physical contact among workers, with the sole and limited exception

of any physical contact required for worker safety or to comply with safety Laws.
Prohibit workers from sharing a vehicle.

E. Changed Requirements. It is understood and acknowledged that circumstances pertaining to the COVID-19 pandemic are evolving rapidly and that new local, state, or federal requirements may modify the requirements under this Exhibit. Contractor agrees to work cooperatively with the City to implement new or changed requirements as quickly as possible.

F. Subcontracts. Contractor shall include the terms of this Exhibit in all subcontracts and require any agents, subcontractors, or subconsultants to comply with its provisions.

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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 **\$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)

4/12/2021

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

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

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland CA 94604-2675

CONTACT
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PHONE
(A/C, No, Ext): 510-465-3090 FAX
(A/C, No): 510-452-2193
E-MAIL
ADDRESS: certificates@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : National Casualty Company	
INSURER D :	
INSURER E :	
INSURER F :	

License# 0020739
PAKPCON-01

INSURED
Pakpour Consulting Group, Inc.
5776 Stoneridge Mall Rd., Ste. 320
Pleasanton CA 94588

COVERAGES

CERTIFICATE NUMBER: 1655445183

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y Y	6800J363655	4/12/2021	4/12/2022	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 - COMPIOP AGG \$ 4,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	BA5R538863	4/12/2021	4/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y Y	CUP8E476035	4/12/2021	4/12/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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/A	UB2K987427	4/12/2021	4/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		JEO0000359	4/12/2021	4/12/2022	Per Claim \$2,000,000 Annual Aggregate \$2,000,000

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

Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability.
Re: On-Call Engineering Services. The City of Cupertino, its City Council, boards and commissions, officers, employees and volunteers are named as additional insureds as respects general and auto liability for claims arising from the operations of the named insured. Insurance is primary and non-contributory.

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

City of Cupertino
Attn: Chad Mosley
City Engineer
10555 Mary 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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NAMED INSURED: Pakpour Consulting Group, Inc.

COMMERCIAL GENERAL LIABILITY COVERAGE

POLICY NUMBER: 6800J363655

ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

This is a summary of the coverages provided under the following forms (complete forms available):

Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - 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.

Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

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.

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".



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) -

POLICY NUMBER: UB2K987427

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

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.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 4/12/2021

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 and executed 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 an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this 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".

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, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this 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.

Pakpour for SCB Class IV Bikeway Ph 2 Wolfe Road to Highway 85 (Project No 2021-11)

Final Audit Report

2021-05-11

Created:	2021-05-10
By:	City of Cupertino (webmaster@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGSHOUe4EnaAx4KWxGdaMM7DoYZ2g-VWH

"Pakpour for SCB Class IV Bikeway Ph 2 Wolfe Road to Highway 85 (Project No 2021-11)" History

-  Document created by City of Cupertino (webmaster@cupertino.org)
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-  Document e-signed by Joubin Pakpour (jpakpour@pcgengr.com)
Signature Date: 2021-05-11 - 3:55:56 PM GMT - Time Source: server- IP address: 173.11.69.138
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