

DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND VERDE DESIGN, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE FAIR OAKS PARK RENOVATION

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and VERDE DESIGN, INC., a California corporation ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as the Fair Oaks Park Renovation; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Pat Healy to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1."

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed

billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Million Eighty One Thousand Five Hundred Eleven and No/100 (\$1,081,511.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied,

contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed

communicated as of three business days after mailing.

To CITY: Craig Mobeck, Interim Director of Public Works
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Verde Design, Inc.
Attn: Mark S. Baginski
2455 The Alameda
Santa Clara, CA 95050

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records,

reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other

provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

VERDE DESIGN, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A
SCOPE OF WORK FOR
Fair Oaks Park Renovation Project
Project Number PR-16-04

I. General

The City of Sunnyvale is seeking proposals from licensed landscape architecture firms to provide professional services for design and preparation of bid documents and construction support for the Fair Oaks Park Renovation project. The scope of work generally includes preparation of: preliminary design, design development, community outreach, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: environmental document preparation, construction cost estimating, schedule monitoring, preparation of reports and recommendations, storm water compliance, and project management.

II. Project Information

A. Description

This project is a major renovation of the Fair Oaks Park. The City's vision includes the following, but this may be refined as a result of the public input process and available funds:

- Replacement of athletic field turf with artificial turf (baseball, soccer, and general uses).
- Renovation/replacement of picnic area and park amenities – benches, tables, barbeques, trash cans, bollards, decomposed granite surfacing, drinking fountains, trash enclosure, and ball field bleachers. Utilize recycled plastic equipment where possible. Create two separate picnic areas.
- Upgrading of existing lighting to energy efficient LED – pathway lighting, court lighting, and sports field lighting (skate park lighting is excluded). Sports field lighting shall have the option to be programmed remotely.
- Addition of the following at the northeast end of the park off Britton Avenue:
 - Construction of a parking lot;
 - Installation of a new pre-fabricated auxiliary restroom, including running utilities;
 - Installation of a trash enclosure.
- Replacement of the existing playground.
- Incorporating an “All inclusive” Magical Bridge playground (designed by others) into the project. Scope will include coordination with the Architect.
- Evaluation of and replacement of pathways and park flatwork for functionality and ADA compliance.
- Renovation/replacement of the existing water play feature.
- Replacement of selected existing planting materials and turf in common areas with native and drought tolerant species.
- Investigate and replace damaged underground utilities (storm/sewer/water) in the northerly third of the park site, and selected portions of the irrigation/pump system throughout the site.
- Removal of the sand volleyball court, horseshoe pits, and snack shack at the softball field.
- Evaluation of all site trees in conjunction with the City Arborist.

- Reconstruction of the basketball courts and conversion of one full court into a tennis court.
- Renovation of existing maintenance building.
- Addition of a dog park with artificial turf or decomposed granite surfacing.

*Note – The south parking lot, skate park, restroom, and park building are not a part of this project.

B. Location

The park is located at 540 North Fair Oaks Avenue, at the intersections of Fair Oaks Avenue, Maude Avenue, and Wolfe Road.

C. Existing Conditions

Fair Oaks Park is a 15-acre community park, and was constructed in the early 1950's. The parks' theme is "Old English", which should be maintained and woven throughout the park's renovation. The consultant will be required to come up with creative designs that fit this theme.

There is an existing mural on a wall adjacent to the horseshoe pits, located east of the water play feature. This mural was part of a City project. The City is interested in creative recommendations to incorporate the mural in the proposed park design.

The City procured grant money to perform the following work in advance of the park renovation project; these portions of the park will not be improved within this scope of work:

- Skate park lighting
- Community building
- Southerly parking lot
- Southerly auxiliary restroom

The community building and skate park lighting are currently under construction and the southerly auxiliary restroom and parking lot renovations have been completed. Plans can be made available upon request.

III. Consultant Scope of Services

The consultant will perform all engineering/architectural design and project management related work necessary to prepare plans and specifications suitable for Public Works bidding.

Consultant services shall include, but are not limited to: Project management, preliminary design, design development, all-inclusive playground coordination, bid documents, bidding support, and construction support services, as further detailed below.

A. Project Management

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the consultant is expected to attend a monthly progress meeting and prepare action item logs for subsequent follow-up. Consultant shall attend design review meetings with City Staff following the preliminary design, 30%, 75%, and 100% review stages. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

Consultant to provide geotechnical investigation, topographic and utility survey, including a Resolved boundary Survey, Title Report, Record of Survey and Monumentation of the property.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings.

The consultant's own team should have provisions for quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions. The consultant will also be expected to attend a pre-submittal over the counter meeting with the Building Division prior to submission of the plans at the 75% submittal stage. Consultant will be responsible for making appointments (as necessary) and delivering all subsequent submittals to the Building Division.

The City utilizes e-Builder project management software, and the Consultant is expected to work within the e-Builder system for this project. One e-Builder software license will be provided to the Consultant for the duration of the project. E-Builder software shall be utilized for all project management documentation and correspondence. City will provide one training session prior to the start of design and again prior to the start of construction to familiarize consultants with the software.

B. *Preliminary Design and Community Outreach*

Consultant will be responsible for conducting four community outreach meetings. The first meeting will be to gather community input on desired park elements. Consultant will prepare a power point presentation, including three conceptual use relationship diagrams meeting materials needed, facilitate the meeting, and provide meeting minutes to the City.

The second community meeting, will be a Saturday in the park Pop-up workshop. The Consultant shall be responsible for all setup and materials. Prior to the third community meeting, consultant will prepare and discuss three concept plans and their associated conceptual cost estimates with the City. The concept plans shall be prepared to fit within the City's construction budget. The third community meeting will be to present the three concept plans to the community, incorporating comments from the previous community meetings and the City. Consultant will prepare a power point presentation, meeting materials needed, facilitate the meeting, and provide meeting minutes to the City.

The fourth community meeting will be to present refined concepts to the community incorporating comments from the previous community meetings. Consultant will prepare a power point presentation, meeting materials needed, facilitate the meeting, and provide meeting minutes to the City.

A detailed community survey or other form of outreach to be determined will take place during the public outreach phase.

For all community outreach meetings, consultant shall prepare the outreach flyer, and the City will do the mailing.

After the community outreach meetings, Staff will present the concepts with public comments to the Parks and Recreation Commission. The Consultant will then compile the comments and prepare a final concept plan including a power point presentation, which Staff will present to the City Council for approval. The Consultant shall attend the

forementioned Parks and Recreation Commission meeting and the City Council meeting in support of City staff.

Also during the preliminary design phase, the Consultant shall prepare a memorandum identifying sustainable landscaping programs such as SITES, and their relative costs and benefits to the project. Consultant will provide a third party conceptual cost estimate for the conceptual plans.

C. Design Development

Consultants shall be the Architect of Record and responsible for design and preparation of complete plans, technical specifications, and recommended revisions to the City's special provisions for the project. The consultant must perform an adequate field investigation to confirm existing conditions.

All work is to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Consultant shall incorporate "green" building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services. Specifications shall be prepared in CSI 2012 format.

The construction budget available for this project is \$8,100,000. The selected consultant will be expected to provide a design to fit this budget. This amount also includes Public Art in the amount of 1% of the total construction cost. The selection of public art shall be done collaboratively with the City's Recreation Division.

All Inclusive Playground Coordination

Part of the Design Development for this project will be coordination with the Magical Bridge Foundation to incorporate into Fair Oaks Park, an "all inclusive" Magical Bridge playground. The City will be entering into a separate Agreement with the Magical Bridge Foundation to prepare design plans and specifications for an "all inclusive" playground that will provide play opportunities for children of all abilities; please see Attachment C for a Draft Agreement. The selected design consultant will be required to closely collaborate with the Magical Bridge Foundation during public outreach and throughout the design process. The intent is to incorporate the design of the Magical Bridge playground into the Plans, Specifications, and Estimates (PSE) package of the Fair Oaks Park project.

Consultant will provide coordination with Magical Bridge team during project kick-off, public outreach and conceptual design process to ensure consistency with presentations and site layout and infrastructure improvements.

Consultant will incorporate and coordinate the 75% and greater submittals of the "All Inclusive" playground with the Magical Bridge Foundation's Architect.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, Building Division, and other stakeholders will also be the consultant's responsibility.

All submittals shall include hardcopies (number specified below) and digital copies (PDF and native format) of all documents.

1. 30% Submittal: Submit six (6) sets of 24" x 36" hardcopies.
 - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details
 - b. Cut sheets for equipment/appurtenances, including playground equipment, park amenities, and pre-fabricated restroom building. Keep in mind the "Old English" park theme
 - c. Documentation of outreach with all franchise utility companies such as PG&E, AT&T, Comcast Cable, to obtain record drawings of facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities
 - d. Project schedule update
 - e. 30% construction cost estimate
 - f. Brief memorandum of determination of project's CEQA needs
 - g. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level
 - h. Water Efficiency design calculations to comply with Sunnyvale Municipal Code 19.37.050
 - i. Geotechnical report not limited to but including recommendations for the installation of artificial turf, and investigation of the off-haul material.
 - j. Stormwater management and compliance with NPDES C.3 requirements have been incorporated into the project
 - k. Completed CEQA Initial Study checklist
 - l. Upon completion of the review of the 30% submittal by City, Consultant shall pothole all locations where new underground utilities are anticipated; Information received from design stage potholing shall be transmitted to the City prior to incorporation into the 75% submittal
 - m. Table of Contents list for technical specifications

2. 75% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit six (6) sets of 24" x 36" hardcopies. The Building Division may require up to an additional five (5) sets for their review.
 - a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
 - b. 75% specifications:
 - a. Technical specifications, including those addressing contractor's compliance with the Construction General Permit, rainy season documentation and reporting, and preparation of annual report and Notice of Termination. The first section of the technical specifications shall also include the following:
 - o Bid item descriptions and measurement and payment provisions
 - o A list of minimum required submittals during construction
 - o List of information available to Bidders, with disclaimer
 - o A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - o A table list of materials requiring warranties, and associated warranty periods
 - c. Project schedule update
 - d. 75% construction cost estimate in the form of the bid schedule
 - e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined
 - f. Mitigations for the Mitigated Negative Declaration have been identified and incorporated into the plans and specifications

- g. Photometric sheets/calculations submitted (not necessary for inclusion into construction documents)
 - h. Responses to the City's review comments on the 30% submittal, along with return of mark-ups
 - i. The Stormwater Management Plan has been submitted to the City's third party reviewer (via Building Division)
 - j. Calculations and forms/reports containing information necessary for City to upload this project into the SMARTS program for compliance under the Construction General Permit
 - k. Other supporting documentation as necessary
 - l. Deferred submittals and special inspections have been identified on the plans.
 - m. Incorporation of "All Inclusive" playground into the plan set and specifications.
 - n. Consultant to obtain independent third party estimate of probable costs for 75% submittal including "All inclusive" playground
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit six (6) sets of 24" x 36" hardcopies.
- a. 100% plans
 - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review with the transmittal of the final plans and specifications:

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."
 - b. 100% specifications
 - Reviewed bid instructions
 - Finalized technical specifications
 - c. Project schedule update
 - d. 100% construction cost estimate
 - e. Responses to the City's review comments on the 75% submittal, along with return of mark-ups
 - f. Letter from the Building Division indicating approval of the Stormwater Management Plan
 - g. Other supporting documentation as necessary
 - h. Incorporation of "All Inclusive" playground into the plan set and specifications
 - i. Obtain third party independent cost estimate for 100% submittal
 - j. All permits (utilities - PG&E, and others) have been obtained

D. Bid Package

The bid package shall be finalized upon incorporation of the City's final comments from the 100% submittal, including incorporation of all Building Division comments.

Submit copies and digital format (PDF and native format) of each of the documents listed below:

1. One hard copy of full sized plans (24" x 36"), stamped and signed on each sheet by the Architect of Record and by discipline.
2. One hard copy of the specifications, printed single-sided only.
 - a. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update.

4. Final construction cost estimate

E. Bidding Services

Consultant will attend a pre-bid meeting, respond to all bidders' requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City's Purchasing Officer.

If addenda to bid documents are extensive and are as a result of consultant's work product, conformed documents shall be prepared at no expense to the City. City will provide reproduction services.

F. Construction Support Services

The City's or hired construction management team will have primary responsibility for construction management and inspection. The consultant's point of contact will be the City's construction manager, not the contractor.

1. The following is a minimum list of services and submittals required.
Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting.
3. Attend up to 20 periodic construction progress meetings.
4. Provide Synthetic Turf Construction CA services including subgrade, permeable rock base, permeability and laboratory testing.
5. Provide Magical Bridge Construction Observation services during construction.
6. Participate in the final inspection and development of punch lists.
7. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
8. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
9. Review proposed substitutions, if any, for conformance to plans and technical specifications.
10. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
11. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
12. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

G. Park Standards (Optional Service)

To support the City's parks department and to compliment the new parks capital improvement projects, the Consultant will work with City staff to create the City of Sunnyvale Parks and Recreation Standards.

- 1 Meet with City staff to identify current standards and better define elements of standards.
- 2 Outline process for updating the City standards over time.
- 3 Prepare up to 50 standard details and associated guidelines for the following:
 - a Playground equipment

- b Playground surfacing
 - c Irrigation standards
 - d Landscape standards
 - e Landscape maintenance standards
 - f Parking standards
 - g Paving standards
 - h Park site furnishings
 - i Water play features
 - j Dog Park standards including furnishings
 - k Park fencing standards
 - l Site Lighting standards –
 - i.. Pedestrian
 - ii.. Vehicular
 - iii.. Security
 - iv.. Athletic
 - m Park structures
 - i.. Buildings
 - ii.. Shade Structures – Solid, Open and Fabric)
 - n Synthetic Turf Standards
 - o Field Layout Diagrams:
 - i.. Softball – (Youth – Adult)
 - ii.. Baseball – (Youth – Adult)
 - iii.. Soccer – (Youth – Adult)
 - iv.. Lacrosse – (Youth - Adult)
 - v.. Football
- 4 Prepare Draft Parks Standard Guidelines and Details for review by City Staff.
 - 5 Make revisions based on City comments and resubmit for review and approval.
 - 6 Final Product to be a booklet of standard guidelines and details. Electronic files in native format to be provided to the City for future editing.

IV. Available Documents

The list below is available for information only.

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction. Original Fair Oaks Park Improvement Plan, PR-67-5, available upon request.
- Utility block maps for City sanitary sewer and storm drain are available on the City's website: <http://sunnyvale.ca.gov/Departments/PublicWorks/UtilityMaps.aspx>
- Tract Map 933
- Bench marks for vertical control are listed on the City's website: <http://sunnyvale.ca.gov/Departments/PublicWorks/BenchMarks,RecordMapsandRecordDrawings.aspx>
- City standard specifications and details are available on the City's website: <http://sunnyvale.ca.gov/Departments/PublicWorks/CityStandardDetailsandSpecifications.aspx>

The below information will be provided during design to the consultant.

- GIS data for property lines, street center lines, and one (1) foot contours

- Aerial photographs from 2015 (ArcGIS format)
- City standard plan cover sheet

Exhibit B - Compensation Schedule
City of Sunnyvale
RFP F17-176 For Fair Oaks Park Renovation Project
8-Nov-17

Verde Design																			
Task #	Tasks	Labor					Total Hours	Total Labor Costs	Boundary/Utility/Survey	CEQA	Cost Estimating	Subconsultants			Electrical	AHK	Pot-holing	Other Direct Costs (reimbursable)	Total Fee
		Draftmen	Job Captian	Project Manager	Principal/Senior Landscape Architect	Principal-in-Charge						Geotech	Surveying	Electrical					
	Task Description (Change task titles as detailed in the scope of work)	Daniel Corriea	Qian Huang	Pat Healy	Mark Baginski	Derek McKee			Underwood & Rosenblum	David J Powers	mack5	Cornerstone	FlashVote	SOBE	Badger Daylighting				
		\$115	\$130	\$160	\$200	\$215													
1	Project Management - PM & Magical Bridge Coordination	24	32	218	218	125	616	\$112,068	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	A. Project Management	24	8	172	189.5	108.5	502		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	B. Magical Bridge Coordination	0	24	46	28	16	114		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Project Start-up, Preliminary Design & Project Outreach	142	121	129	84	52	528	\$80,680	\$ 43,208.00	\$ -	\$ 7,500.00	\$ 23,982.00	\$ 20,000.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
	A. Project Start-up	0	0	15	8	3	26		\$ 43,208.00	\$ -	\$ -	\$ 23,982.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	B. Kick-off Meeting	0	2	4.5	3.5	3.5	14		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	C. Site & Data Review	8	3	7	7	5.5	31		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
	D. Preliminary Design & Community Outreach	134	116	102.5	65.5	40	458		\$ -	\$ -	\$ 7,500.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Design Development Phase	194	206	155	77	40	672	\$97,890	\$ -	\$ 15,000.00		\$ -	\$ -	\$ 28,885.00	\$ 7,500.00	\$ 16,380.00	\$ -	\$ -	
	A. Prepare a Design Development Sub. - 30% Design Level	194	206	155	77	40	672		\$ -	\$ 15,000.00		\$ -	\$ -	\$ 28,885.00	\$ 7,500.00	\$ 16,380.00	\$ -	\$ -	\$ -
4	Construction Document Phase	358	255	304	167	75.5	1160	\$172,593	\$ -	\$ 9,712.00	\$ 15,955.00	\$ 1,050.00	\$ -	\$ 75,000.00	\$ 17,500.00	\$ -	\$ -	\$ -	
	A. Review 30% Design Development Submittal	16	8	4	2	1	31		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	B. Prepare 75% Construction Document Submittal	198	139	196	108	43.5	685		\$ -	\$ 9,712.00	\$ 6,589.00	\$ 1,050.00	\$ -	\$ 35,000.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -
	C. 100% Submittal	110	90	78	42	22	342		\$ -	\$ -	\$ 9,366.00	\$ -	\$ -	\$ 30,000.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -
	D. Bid Submittal/City Approval	34	18	26	15	9	102		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
5	Bid Administration	0	0	44	28	12	84	\$15,220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	
6	Construction Administration Services	68	0	392	274	113	847	\$149,635	\$ -	\$ -	\$ -	\$ 42,525.00	\$ -	\$ 16,086.00	\$ 5,870.00	\$ -	\$ -	\$ -	
7	Reimbursables							\$25,000											
	Proposal Subtotal	786.00	614.00	1242.00	847.50	417.00	3906.50	\$653,085	\$43,208	\$24,712	\$23,455	\$67,557	\$20,000	\$124,971	\$30,870	\$16,380	\$0	\$979,238	
	Optional Services																		
A	New PG&E Service - Additional Fee													\$ 12,075.00				\$ 12,075.00	
A	PARK Guidelines and Std Details	248	0	240	75	38.5	602	\$ 90,197.50										\$ 90,197.50	
	Total Optional Services	248	0	240	75	38.5	601.5	\$ 90,197.50						\$ 12,075.00				\$ 102,272.50	

Verde Design, Inc.

Charge Rate Schedule

Effective until December 31, 2018

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	\$215.00 per hour
Project Manager/Construction Manager	
Level Four	\$200.00 per hour
Level Three	\$180.00 per hour
Level Two	\$160.00 per hour
Level One	\$145.00 per hour
IT Manager	\$160.00 per hour
CAD Manager	\$155.00 per hour
Project Designer	\$135.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$130.00 per hour
Draftsperson Level II	\$115.00 per hour
Draftsperson Level I	\$110.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost
Sub Consultant Services	Cost plus 5%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

Exhibit C
INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$2,000,000 per claim.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall

not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.