

DRAFT

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC. FOR
ORCHARD HERITAGE PARK PROJECT**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for design, bidding and construction support for the Orchard Heritage Park Project; 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 David Rubin 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, and shall include services as identified in Exhibit "A" for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Twenty Three Thousand Three Hundred Sixty Three and No/100 Dollars (\$123,363.00) 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.

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 shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

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

To CONSULTANT: Callander Associates Landscape Architecture, Inc.
Attn: David Rubin
300 South First Street, Suite 232
San Jose, CA 95113

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. 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 days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

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. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

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

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. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

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.

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. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

{CONSULTANT'S NAME} ("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

Exhibit A

SCOPE OF WORK FOR Orchard Heritage Park Improvements PR-15-04-16

I. General

The City of Sunnyvale is seeking proposals from licensed Architecture/Landscape Architecture firms to provide professional services for design and preparation of bid documents and construction support for the Orchard Heritage Park Improvements, and to study a potential building relocation as described below. The scope of work generally includes public meetings and preparation of: preliminary design, design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

II. Project Information

A. Description

The purpose of the Orchard Heritage Park Improvements project is to make the Sunnyvale Heritage Park Museum and surrounding area more accessible, usable, and attractive. This will be achieved by removing the cinder block wall separating the museum from the nearby parking lot, relocating the maintenance building and adjacent dumpster enclosure elsewhere on the site, reviewing the existing site drainage between the orchard and the Heritage Museum and possibly designing improvements such as retaining walls, if necessary, and landscaping the area between the museum and the parking lot per the direction of the Orchard Heritage Park Master Plan.

In addition, the City is considering relocating the historic "Butcher House" from its current location at the juncture of Fremont Avenue and El Camino Real to Orchard Heritage Park. This will include evaluating locations for the Butcher House within Orchard Heritage Park and consideration of the conceptual elements such as access, utilities, and tree removals that affect other park features. Since the project involves selection of locations for new and replacement structures, public meetings will be held to allow residents an opportunity to provide input and ask questions about the project. The recommended location for the Butcher House and an explanation of the associated costs and impacts will be presented to City Council at the conclusion of the public outreach process. Should Council decide to proceed with relocating the Butcher House, detailed design development will be awarded under a separate contract.

B. Location

Orchard Heritage Park is located in the Sunnyvale Community Center Property at 550 East Remington Drive between El Camino Real and Sunnyvale-Saratoga Road in Sunnyvale. Orchard Heritage Park is approximately 10 acres in size and occupies the southern-most portion of the property. It is bordered to the south by Crescent Avenue, to the west by Manet Drive and to the east by Michelangelo Drive.

C. Existing Conditions

Orchard Heritage Park consists of a fruit orchard with approximately 800 apricot trees, an orchard barn, the Orchard Heritage Park Interpretive Exhibit (OHPIE), the Heritage Museum, a multi-purpose building and a maintenance building, as well as gardens, landscaping, and public art. The park has been designated as a Special Use Site in accordance with the Open Space Sub-Element of the Sunnyvale General Plan with the intent to maintain it as a working orchard for as long as possible.

The Heritage Museum and OHPIE are located near the orchard and are separated from the nearest parking lot by a cinder block wall, a large dumpster enclosure, the parks maintenance building and a storage shed. This acts as a visual barrier which makes the museum difficult to locate and less accessible, usable and attractive. The Heritage Museum grounds were flooded by stormwater from the orchard during the last major storm.

The existing parks maintenance building is made of concrete block and is approximately 900SF. The building consists of one open room and is used to store park equipment, tools, pesticides, and has an office area with desks and tables. The building is often used by staff for breaks and lunches. The building has an electrical closet with an electrical panel, irrigation controller and phone cabinet which may act as a service point to the museum.

III. Consultant Scope of Services

The consultant will perform all architectural, engineering 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, 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 design kick-off meeting, submittal review meetings for each design development progress submittal, and other outreach and design presentation meetings listed. The consultant shall prepare all meeting agendas and action item logs for subsequent follow-up. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

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.

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 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 also be responsible for making appointments (as necessary) and delivering all subsequent submittals to the Building Division.

The consultant shall host an FTP site throughout the project's duration for electronic file sharing.

E-Builder license and training: In the event that the selected consultant will be required to use e-Builder™ ASP software and protocols included in that software during this project, Consultant is responsible for procuring their own license which must be kept active for the duration of the entire project. Consultant will be required to obtain E-Builder training from the manufacturer; an 8 hour training session shall be anticipated and up to 15 people can be trained at once. E-Builder software shall be utilized for all project management documentation and correspondence. Contact e-Builder for further information at www.e-builder.net or 1-800-580-9322. The use of project management communications herein described is in addition to and does not replace or change any contractual responsibilities of the consultant. *Consultant to review cost proposal template for anticipated costs for license procurement and training, including travel expenses.*

B. Preliminary Investigation, Design and Public Outreach

During the design process the consultant shall conduct the following public outreach:

B-1 Kick-Off Meeting: Meet with City staff to discuss the project scope, schedule and budget. Identify project goals, opportunities and challenges. Review the preliminary project schedule and solicit input from City staff. Prepare **meeting minutes** and transmit to participants.

B-2 Topographic Survey: Prepare a topographic survey for use in plan preparation. Information to include contours at one foot intervals, building locations, existing tree locations and sizes, surface materials, surface and subsurface utility information based on record information. Task also includes supplemental survey for the maintenance building and trash enclosure somewhere within the community center campus at a location to be determined later. The area of this supplemental survey will be based on a developed design footprint for these items plus 20' on all sides. Submit electronic **topographic survey** in AutoCAD.

B-3 Geotechnical Investigation: Geotechnical engineer to conduct exploratory borings at two (2) locations within the limits of the project area to ascertain subsurface soil conditions. Lab testing, engineering analysis and report preparation will be conducted to summarize findings of samples taken from the field. Report recommendations will be incorporated into the plans and specifications and backchecked by the Geotechnical engineer for general conformance to their recommendations. Provide City with **geotechnical report**.

B-4 Project Schedule: Prior to the start-up meeting, revise the **project schedule** (included as part of this proposal). Revisions to be based on the most current project understanding available at the time. An updated schedule will be brought to every meeting with the City, beginning with the kick-off meeting (task B-1).

B-5 Site Reconnaissance & Drainage Evaluation: Conduct **site reconnaissance** observing existing conditions including grades, on-site utilities, vegetation, edge conditions, and site access. Photo document existing conditions and compile images in

a site photos binder for studio use and to facilitate meetings with City staff. Additionally, evaluate existing storm drainage network around the history museum and propose solutions to mitigate any discovered deficiencies in a brief summary memorandum to be provided submitted to the City.

B-6 Evaluation of Butcher House: Investigate existing conditions within the Butcher House and evaluate its suitability for relocation to Orchard Heritage Park site. Assess the type of improvements and costs (order of magnitude only) that would be incurred in relocating the home. Present the findings in a ***summary report***.

B-7 Stakeholder Input Meetings: The selected Architect shall conduct a meeting at the Sunnyvale Community Center with members of the neighborhood surrounding the park, museum and park user groups and other key stakeholders. The objective of the meeting is to gather input regarding desired design elements for the new entryway to the museum and the locations of the Butcher House and the replacement park maintenance building and trash enclosure. Stakeholders will also be able to express concerns about potential project impacts. In addition, this will be an opportunity to provide information to stakeholders about the design process, including future opportunities for public input, and to outline a tentative project schedule. Prepare a large scale overall site inventory plan that identifies the existing uses and features of the site. Provide scaled templates of the Butcher House, replacement maintenance building and trash enclosure for use in illustrating different site plan configurations. Prepare inspiration image board showing historical plazas, gardens, shading, seating and other plaza elements to spur community dialogue about the potential for an expanded entry plaza. Lead a discussion on the opportunities and constraints of various site plan alternatives. Community voting with dot stickers will be used to evaluate community preferences. Community comments will be recorded on a flip-chart.

Information gathered at this meeting will be used during the conceptual design process. The Architect shall be prepared to offer suggestions and show some examples of possible design features, and shall be responsible for producing and distributing all materials necessary such as agendas and any other handouts or exhibits necessary to conduct the meeting. All documentation of the meeting including keeping an accurate sign-in sheet, taking notes and preparing meeting minutes for review and approval by the City shall also be the responsibility of the Architect.

The Architect will use the input gathered at the meeting to create three conceptual designs for the entryway and locations for the Butcher House and the replacement building and trash enclosure that will be presented at the second stakeholder meeting. Prior to the second community meeting, consultant will discuss the three concept plans and their associated costs and impacts with the City.

The City will be responsible for public outreach and notification prior to all public meetings.

Attend up to three (3) additional stakeholder meetings on-site. Anticipated stakeholders include the Museum, City maintenance staff and the Orchardist. It is anticipated these three meetings will be scheduled on one day and in succession.

B-8 Concept Plans: Prepare three (3) color rendered ***concept plans*** at 1"=20' based on input received from the stakeholder input meeting. Concepts to clearly show and label program elements. Prepare up to three (3) enlargements at key locations to illustrate visibility, grades and relationships between various uses. Prepare one (1) image board for each concept to illustrate proposed character and materials.

B-9 Concept Plan Cost Estimates: Prepare preliminary concept-level ***cost estimates*** for each concept.

B-10 Staff Review Meeting: Meet with City staff to review concepts and cost estimates and identify revisions to be made to each concept. Make minor revisions to concepts as directed. ***Meeting agenda and summary*** will be provided.

B-11 Stakeholder Conceptual Design Selection Meeting: The goal of the second meeting is to present three conceptual design plans, enlargements and image boards to stakeholders and select a preferred alternative, or combination of alternatives, based on feedback gathered at the meeting.

The consultant responsibilities for the second meeting shall include preparation and distribution of all necessary handouts and exhibits; presentation of the three conceptual designs; facilitation of selection of a preferred alternative or combination of alternatives as well as documentation of the meeting.

B-12 Preferred Concept Plan: Based on direction provided at the stakeholder design selection meeting, prepare refined concept plan and cost estimate.

B-13 Staff Review Meeting: Present preferred concept plan and estimate to staff and identify any revisions needed prior to presenting to the Parks & Recreation Commission. Make minor revisions to concepts as directed. ***Meeting agenda and summary*** will be provided.

B-14 Parks and Recreation Commission Meeting Public Hearing: The consultant shall present the preferred conceptual design to the Parks and Recreation Commission at a regularly scheduled meeting. This includes, but is not limited to, preparing and presenting a power point presentation, any necessary exhibits, providing a summary of the public outreach and design process, and answering questions from the Commission so they can recommend approval of the conceptual design by the City Council.

The consultant should also report the conclusions reached after the review of the existing site drainage including any proposed improvements and construction cost estimates. Similarly, impacts related to the preferred location for the Butcher House such as tree removals/relocations, utilities, access and cost estimates should be discussed. The consultant shall also determine what the CEQA needs will be for the project if it includes the Butcher House relocation.

B-15 Staff Review Conference Call: Review comments from Parks & Recreation Commission via conference call and make minor edits to preferred concept plan as

needed in preparation for the Council meeting. **Meeting agenda and summary** will be provided.

B-16 City Council Meeting Public Hearing: The consultant shall present the preferred conceptual design to the City Council as recommended by the Parks and Recreation Commission. This includes incorporating any appropriate changes requested by the Parks and Recreation Commission prior to the meeting and preparing and presenting a power point presentation with all necessary exhibits, estimates and schedules to explain the design and the public involvement process. The consultant should be prepared to provide information and answer questions to enable the City Council to approve the conceptual design and decide whether or not to proceed with drainage modifications/retaining wall and the Butcher House relocation.

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.

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

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

C-1 30% Submittal

C-1.1 30% Plan Preparation

1. 30% Submittal: Submit 4 sets of 24" x 36" hardcopies and 2 sets of half-size hardcopies.
 - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details. Anticipated sheets include:
 - Cover sheet
 - erosion control plan
 - demolition plan
 - grading & drainage plan
 - site construction plan

- irrigation plan
- planting plan
- maintenance building & trash enclosure plan
- draft detail sheets (3 to 4)

- b. Design development booklet including cut sheets for equipment/appurtenances
- c. Documentation of outreach with franchise utility companies for 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 if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
- g. Table of Contents list for technical specifications.
- h. Geotechnical report

C-1.2 Presentation to City: Present the plans to the City. Presentation to include a brief explanation of every deliverable. Capture meeting input and prepare a **meeting summary**. Distribute meeting summary to attendees.

C-2 75% Submittal

C-2.1 Coordination Meeting: Attend a meeting to be hosted by the City to receive comments on the 30% submittal. To the greatest degree possible in the context of the meeting, identify any and all changes needed to allow the project to move directly into 75% construction documents. Capture meeting input and prepare a **meeting summary**. Distribute meeting summary to attendees. Also as part of this task, schedule and attend an over-the-counter pre-submittal meeting with the Building Department immediately following the staff coordination meeting.

C-2.2 75% Plan Preparation

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 4 sets of 24" x 36" hardcopies and 2 sets of half-size hard copies.
 - a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
 - b. 75% specifications:
 - Technical specifications
 - Special provisions, with recommended revisions in track changes format, to include the following:
 - Bid item descriptions and measurement and payment provisions
 - A list of minimum required submittals during construction
 - List of information available to Bidders, with disclaimer

- A table listing all inspections (including any special inspections and materials testing) and associated responsibility
- 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. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
- g. Other supporting documentation as necessary for PG&E and/or AT&T utility service applications, and for the building permit.

C-2.3 Presentation to City: Present the plans to the City. Provide responses to all comments received on the 30% submittal. Prepare a ***meeting summary***. Distribute meeting summary to attendees.

C-3 100% Submittal

C-3.1 Coordination Meeting: Attend a meeting to be hosted by the City to receive comments on the 75% submittal. Identify any changes needed to allow the project to move directly into 100% construction documents. Capture meeting input and prepare a ***meeting summary***. Distribute meeting summary to attendees.

C-3.2 100% Plan Preparation

3. **100% Submittal:** All issues, prior comments, and concerns must be addressed in this submittal. Submit 4 sets of 24" x 36" hardcopies and 2 sets of half-size hard copies.
 - a. 100% plans
 - b. 100% specifications
 - Reviewed bid instructions
 - Finalized special provisions including required submittals
 - 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. Other supporting documentation as necessary

C-3.3 Peer Review: A review of the plans will be performed by a peer with equal or greater experience in preparation of the document type. A separate, letter format certification will be provided that states;

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a licensed landscape architect with expertise

and experience in the appropriate fields of landscape architecture equal to or greater than the Landscape Architect of Record, and that appropriate corrections have been made.”

This document will be stamped with the professional's registration stamp, signed and dated.

C-3.4 Presentation to City: Present the plans to the City. Provide responses to all comments received on the 75% submittal. Presentation to focus on any outstanding unresolved items. Provide clarifications as needed. Prepare a ***meeting summary***. Distribute meeting summary to attendees.

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.

D-1 Final Bid Package

D-1.1 Final Plan Preparation

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. Special provisions.
 - b. 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

E-1 Bid Period Services

Consultant will attend a pre-bid meeting, respond to all bidder's 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.

F. Construction Support Services

The City's construction management 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.

F-1 Construction Period Services

The following is a minimum list of services and submittals required.

1. 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 one construction progress meeting.
4. Participate in the final inspection and development of punch lists.
5. 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. (Note – we assume geotechnical services for compaction testing will be provided by the City).
6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
9. 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.
10. Participate in the “Lessons Learned Meeting” with all parties at the end of the project.

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.
 - Orchard Heritage Park Master Plan, September 24, 2002
 - PR-76-6, Community Center Park Arboretum: 1976
 - PR-72-3, Sunnyvale Community Center: 1972
 - PR-80-14, Community Center Arboretum Landscaping: 1980
- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary. <http://sunnyvale.ca.gov/Departments/PublicWorks/UtilityMaps.aspx>
- 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>

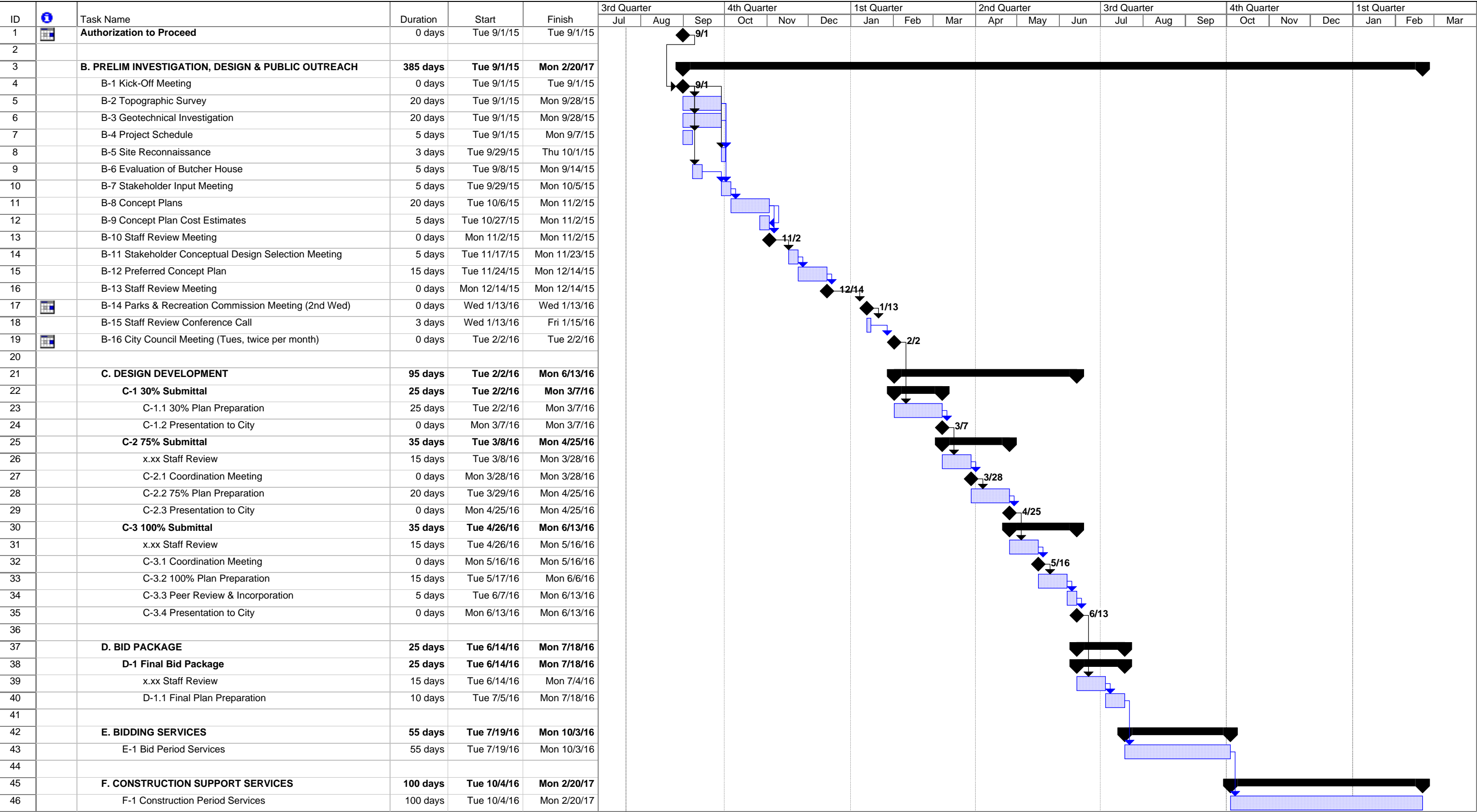
The below information will be provided during design to the consultant.

- GIS data for property lines, street center lines, and two (2) foot contours
- Aerial photographs from 2011 (ArcGIS format)
- City standard plan cover sheet

Project Schedule
July 21, 2015

EXHIBIT A-1

Orchard Heritage Park Project # F15-111
City of Sunnyvale



Proposal for:

Orchard Heritage Park Project No. F15-111

prepared by: Callander Associates Landscape Architecture, Inc.

Tasks		Labor								Subconsultants						ODCs	Total
Task #	Task Description	Principal	Proj Manager 3	Assistant 3	Word Processor	Construction	Principal	Total Hours	Total Labor Costs	Civil & Survey	Geotechnical	Architectural	Electrical	Structural	Environmental	Other Direct Costs	Total Fee
		Brian Fletcher	David Rubin	Tristan Williamson	Julie Morgan	Shawn Sanfilippo	Mark Slichter			Sandis	GeoForensics	MSA	Zeiger	Barrish Pelham	BRG		
		\$181	\$140	\$112	\$105	\$142	\$181			LS	LS	LS	LS	LS	LS		
A	PROJECT MANAGEMENT	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.1	E-BUILDER LICENSE & TRAINING	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,690	\$ 4,690
B	PRELIMINARY INVESTIGATION, DESIGN & PUBLIC OUTREACH	26	88	67	4	0	0	185	\$ 24,950	\$ 8,475	\$ 4,000	\$ 6,600	\$ 1,350	\$ -	\$ 2,000	\$ -	\$ 47,375
B-1	Kick-Off Meeting	3	4	0	1	0	0	8	\$ 1,208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,208
B-2	Topographic Survey	0	2	0	0	0	0	2	\$ 280	\$ 7,345	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,625
B-3	Geotechnical Investigation	0	2	0	0	0	0	2	\$ 280	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,280
B-4	Project Schedule	0	2	0	0	0	0	2	\$ 280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280
B-5	Site Reconnaissance & Drainage Evaluation	1	5	4	0	0	0	10	\$ 1,329	\$ 1,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,459
B-6	Evaluation of Butcher House	1	4	0	0	0	0	5	\$ 741	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ 3,741
B-7	Stakeholder Input Meetings	7	12	8	0	0	0	27	\$ 3,843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,843
B-8	Concept Plans	2	16	18	0	0	0	36	\$ 4,618	\$ -	\$ -	\$ -	\$ 1,350	\$ -	\$ -	\$ -	\$ 5,968
B-9	Concept Plan Estimates	0	4	4	1	0	0	9	\$ 1,113	\$ -	\$ -	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ 4,713
B-10	Staff Review Meeting	3	6	8	1	0	0	18	\$ 2,384	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,384
B-11	Stakeholder Conceptual Design Selection Meeting	3	6	4	0	0	0	13	\$ 1,831	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,831
B-12	Preferred Concept Plan	2	8	12	0	0	0	22	\$ 2,826	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,826
B-13	Staff Review Meeting	3	4	6	0	0	0	13	\$ 1,775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,775
B-14	Parks & Recreation Commission Meeting Public Hearing	0	6	0	1	0	0	7	\$ 945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,945
B-15	Staff Review Conference Call	1	1	3	0	0	0	5	\$ 657	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 657
B-16	City Council Meeting Public Hearing	0	6	0	0	0	0	6	\$ 840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 840
C	DESIGN DEVELOPMENT	10	85	128	19	0	6	248	\$ 31,127	\$ 10,755	\$ -	\$ -	\$ 4,200	\$ 2,000	\$ -	\$ -	\$ 48,082
C-1	30% Submittal	4	28	48	3	0	0	83	\$ 10,335	\$ 5,000	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ 16,535
C-1.1	30% Plan Preparation	4	24	48	2	0	0	78	\$ 9,670	\$ 5,000	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ 15,870
C-1.2	Presentation to City	0	4	0	1	0	0	5	\$ 665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 665
C-2	75% Submittal	4	32	48	10	0	0	94	\$ 11,630	\$ 4,000	\$ -	\$ -	\$ 1,500	\$ 1,000	\$ -	\$ -	\$ 18,130
C-2.1	Coordination Meeting	0	4	0	1	0	0	5	\$ 665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 665
C-2.2	75% Plan Preparation	4	24	48	8	0	0	84	\$ 10,300	\$ 4,000	\$ -	\$ -	\$ 1,500	\$ 1,000	\$ -	\$ -	\$ 16,800
C-2.3	Presentation to City	0	4	0	1	0	0	5	\$ 665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 665
C-3	100% Submittal	2	25	32	6	0	6	71	\$ 9,162	\$ 1,755	\$ -	\$ -	\$ 1,500	\$ 1,000	\$ -	\$ -	\$ 13,417
C-3.1	Coordination Meeting	0	4	0	1	0	0	5	\$ 665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 665
C-3.2	100% Plan Preparation	2	16	32	4	0	0	54	\$ 6,606	\$ 1,755	\$ -	\$ -	\$ 1,500	\$ 1,000	\$ -	\$ -	\$ 10,861
C-3.3	Peer Review	0	1	0	0	0	6	7	\$ 1,226	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,226
C-3.4	Presentation to City	0	4	0	1	0	0	5	\$ 665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 665
D	BID PACKAGE	2	10	20	4	0	0	36	\$ 4,422	\$ 1,000	\$ -	\$ -	\$ 1,150	\$ 500	\$ -	\$ -	\$ 7,072
D-1	Final Bid Package	2	10	20	4	0	0	36	\$ 4,422	\$ 1,000	\$ -	\$ -	\$ 1,150	\$ 500	\$ -	\$ -	\$ 7,072
D-1.1	Final Plan Preparation	2	10	20	4	0	0	36	\$ 4,422	\$ 1,000	\$ -	\$ -	\$ 1,150	\$ 500	\$ -	\$ -	\$ 7,072
E	BIDDING SERVICES	0	4	4	0	8	0	16	\$ 2,144	\$ 1,060	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ 3,504
E-1	Bid Period Services	0	4	4	0	8	0	16	\$ 2,144	\$ 1,060			\$ 300			\$ -	\$ 3,504
F	CONSTRUCTION SUPPORT SERVICES	0	12	4	0	36	0	52	\$ 7,240	\$ 4,100	\$ -	\$ -	\$ 1,300	\$ -	\$ -	\$ -	\$ 12,640
F-1	Construction Period Services	0	12	4	0	36	0	52	\$ 7,240	\$ 4,100	\$ -		\$ 1,300			\$ -	\$ 12,640
	Proposal Subtotal	38	199	223	27	44	6	537	\$ 69,883	\$ 25,390	\$ 4,000	\$ 6,600	\$ 8,300	\$ 2,500	\$ 2,000	\$ 4,690	\$ 123,363
	Optional Services																
A								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Optional Services	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Including Optional Services	38	199	223	27	44	6	537	\$ 69,883	\$ 25,390	\$ 4,000	\$ 6,600	\$ 8,300	\$ 2,500	\$ 2,000	\$ 4,690	\$ 123,363
	Notes:																
1																	
2																	
3																	
4	June 24, 2015																

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: \$1,000,000 per occurrence.

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.