

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF  
SUNNYVALE AND CALLANDER ASSOCIATES LANDSCAPE  
ARCHITECTURE, INC. FOR DESIGN AND CONSTRUCTION SUPPORT  
SERVICES FOR SAN ANTONIO PARK RENOVATION AND  
ENHANCEMENT PROJECT**

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

WHEREAS, CITY advertised a Request for Proposals (RFP) F26-345 on February 9, 2026 for the San Antonio Park Renovation and Enhancement Project; and

WHEREAS, CONSULTANT submitted a proposal on March 9, 2026; and

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 the San Antonio Park Renovation and Enhancement 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 FOR SAN ANTONIO PARK RENOVATION AND ENHANCEMENT PR-26-07." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Melinda Wang 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 described in 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 Exhibit "B" entitled "Compensation Schedule", attached hereto and incorporated herein by reference. 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 for required services payable under this Agreement exceed the sum of Four Hundred Eighty Thousand Three Hundred Sixty and No/100 Dollars (\$480,360.00) for the duration of the contract, as well as optional services in an amount not to exceed Ninety-Five Thousand Sixty and No/100 Dollars (\$95,060.00) unless upon written modification of this Agreement in accordance with Section 30 below. In no event shall the total amount of compensation for all services payable under this Agreement exceed the sum of Five Hundred Seventy-Five Thousand Four Hundred Twenty and No/100 Dollars (\$575,420.00). 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 (Exhibit "B") and shall reference the project title. The final invoice must contain the final cost and all credits due to 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

Pursuant to the full language of California Civil Code Section 2782, CONSULTANT agrees to indemnify, including the cost to defend, CITY and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of CITY; and does not apply to any passive negligence of CITY unless caused at least in part by CONSULTANT. CITY agrees that in no event shall the cost to defend charged to CONSULTANT exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

15. Insurance Requirements

CITY requires that CONSULTANT maintain insurance requirements on the electronic insurance verification system. CONSULTANT shall procure and maintain, at its own expense, during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached hereto and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" for approval by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

16. Wage Rates

Pursuant to Sections 1770, 1771, 1774 – 1776, 1777.5, 1813, and 1815 of the California Labor Code, the CONSULTANT shall pay not less than the prevailing rate of per diem wages as determined by the Director of the State of California Department of Industrial Relations. Copies of such prevailing wage rates are available for review at the

office of CITY's Director of Public Works, 456 West Olive Avenue, Sunnyvale, California 94086. Wage rates can also be obtained through the California Department of Industrial Relations website at:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

CONSULTANT shall promptly notify the person identified on the cover page of this bid invitation, in writing, about all labor classifications not listed in the prevailing wage determinations but necessary for the performance of the work described in the bid documents.

CONSULTANT and each subcontractor shall keep accurate payroll records, and comply in all respects with Labor Code section 1776, including the timely response to written notices requiring copies of such records, as provided for in such section. In the event the contractor or subcontractor fails to comply within the ten day period, that CONSULTANT or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, as provided by Labor Code section 1776(h).

Neither the notice inviting bids nor this Agreement shall constitute a representation of fact as to the prevailing wage rates upon which the CONSULTANT or any subcontractor may base any claim against CITY.

It shall be mandatory upon CONSULTANT and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Agreement. It is further expressly stipulated that CONSULTANT shall, as a penalty to CITY, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by CONSULTANT or by any subcontractor; and CONSULTANT agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for CONSULTANT or any subcontractor to employ on the project under this Agreement any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, CONSULTANT shall immediately notify CITY who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish CONSULTANT with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

17. 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.

18. 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, 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: Dennis Ng, Assistant Director of Public Works/ 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, Principal  
2025 Gateway Place, Suite 285  
San Jose, CA 95110

19. 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.

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.

CONSULTANT's duties and services under this Agreement shall not include preparing or assisting the CITY with any portion of CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CITY. The CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

Pursuant to CITY's Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at [www.fppc.ca.gov](http://www.fppc.ca.gov). If applicable, to facilitate electronic submittal of Form 700, CONSULTANT shall send the following information to [cityclerk@sunnyvale.ca.gov](mailto:cityclerk@sunnyvale.ca.gov): 1) first and last name(s) of CONSULTANT's employee(s); 2) email address(es) of CONSULTANT's employee(s); 3) date when CONSULTANT's employee(s) will begin work under this contract; and 4) (if known) date when CONSULTANT's employee(s) will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If any of CONSULTANT's employee(s) is required to submit Form 700, and CITY does not receive CONSULTANT's Form 700, then CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

## 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, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other protected characteristic in violation of federal or state 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 by Section 30 below.

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 in writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

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

CALLANDER ASSOCIATES  
LANDSCAPE ARCHITECTURE, INC.  
("CONSULTANT")

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

**Exhibit A**  
**SCOPE OF WORK FOR**  
**SAN ANTONIO PARK RENOVATION AND ENHANCEMENT**  
**PR-26-07**

**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 SAN ANTONIO PARK RENOVATION AND ENHANCEMENT Project. The scope of work generally includes preparation of: preliminary design, public outreach, design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: environmental documentation (including those for CEQA exemptions), construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

**II. Project Information**

**A. Description**

This project is to renovate the existing park facilities at San Antonio Park by enhancing recreational usability, increasing attractiveness, and reducing the use of utilities. Public input meetings will be held during the preliminary design phase to collect feedback from the community and other stakeholders. This data will be used to determine the final scope of the project.

The current scope of the project includes but is not limited to the following items:

- Renovation of restroom building and furnishings, such as partitions, fixtures, lighting and doors
- Replacement of athletic field natural grass, irrigation and fencing
- Replacement of portions of landscaped and ornamental grass areas and associated irrigation/pump system
- Replacement of park fixtures including benches with recycled plastic equipment
- Replacement of portions of drainage systems
- Replacement of portions of concrete pathways

Consultant will lead the community outreach effort and will be expected to attend Parks and Recreation Commission and City Council meetings.

**B. Location**

San Antonio Park is located at 1026 Astoria Drive in the southwest portion of the City of Sunnyvale. Adjacent properties include Idylwood Care Center to the north, South Peninsula Hebrew Day School to the northwest, and surrounding residential properties, See *Appendix 1: Project Location Map*.

**C. Existing Conditions**

San Antonio Park is a 5.8-acre park owned and maintained by the City of Sunnyvale. This park is categorized as a "Recreation" park and includes the following amenities:

- Grass athletic field with baseball backstop fencing
- Benches
- Restrooms
- Drinking fountain

The existing irrigation system is unable to maintain adequate water pressure across all zones, resulting in inconsistent coverage. The grass athletic field currently exhibits widespread weed growth and dry patches, indicating poor turf health. Portions of chain link fencing are warped, cut, and curled.

**III. Consultant Scope of Services**

Consultant shall perform all 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, the following: Project management, preliminary design, public outreach, design development, bid documents, bidding support, and construction support services, as further detailed below:

**A. Project Management**

Consultant shall be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, Consultant is expected to attend progress meetings and prepare action item logs for subsequent follow-up. Consultant shall attend a design review meeting following each submittal: preliminary design, 30%, 75%, and 100%. 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. Revised project schedules shall be provided with each design submittal. 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 products prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.

The total project budget, including both design and construction is \$3,682,291, inclusive of all contingencies. This amount must also include an allowance for Public Art in the amount of 1% of the total construction cost. Consultant is expected to design a project that can be constructed within this budget. The actual scope of the project could change pending public input during the design process. Consultant is expected to communicate often and early with respect to the schedule and budget.

The project must comply with the City of Sunnyvale Art in Public Places Policy. Consultant must coordinate with the City's Department of Library and Recreation Services and provide exhibits showing potential public art locations as needed to assist in selection of the artist which will design and install the public art for this project.

Consultant shall submit the plans at the 75% submittal stage to the Building Division, per the instructions in *Appendix 2: Bldg. Dept. Electronic Plan Check Submittals*. Consultant will also be responsible for making appointments (as necessary), resolving issues arising during the building plan check process, and delivering all subsequent submittals to the Building Division.

Consultant shall submit written responses to all comments received on deliverables, including but not limited to plans, specifications, estimates, memoranda, reports, and public outreach materials.

E-Builder license and training: Consultant shall be required to use e-Builder™ software and protocols included in that software during this project; Consultant shall coordinate with City staff for training materials and E-Builder introduction. City will provide Consultant one E-Builder software license for the duration of the project. e-Builder software shall be utilized for all project management documentation and correspondence. The use of project management communications herein described is in addition to and does not replace or change any contractual responsibilities of the Consultant.

**B. Preliminary Design**

The preliminary design phase includes an existing conditions assessment, public outreach and development of conceptual designs.

**1. Existing Conditions Assessment**

Consultant shall perform a detailed field investigation to confirm existing conditions and identify any major issues and remaining lifespan of all features within the site. Consultant shall be responsible for contacting utility companies, regulatory agencies, and other stakeholders to gather additional background information as part of this assessment.

Consultant shall compile and detail the findings into a technical memorandum with a detailed assessment and evaluation of existing park components. The memo shall indicate current condition and recommended improvements for the park components, including options, and preliminary cost estimates. At a minimum, this memorandum shall include the following:

- Restroom Building
  - General condition of the building, roof, and appurtenances
  - Assessment of necessary repairs for code compliance with an emphasis of restrooms, accessibility and utilities
- Hardscape
  - General condition of seating, fencing, storage and sports equipment
  - Assessment of accessible path of travel
- Landscape
  - General condition of grass, shrubs and plantings
  - Opportunities for replacement with drought-tolerant, low maintenance landscaping
- Electrical, irrigation and drainage systems
  - General condition of utility systems and identify any needed repairs or upgrades
- Wi-Fi System
  - The City is considering installing Wi-Fi in the park. As part of Preliminary Design in base services, Consultant will prepare a technical memorandum presenting two options for coverage: blanket coverage throughout the park and targeted coverage along the edge of the park between the restrooms and the softball/baseball field. Each option must include a preliminary Wi-Fi coverage heat map showing the number of wireless access points needed as well as the estimated construction costs, the one-time and ongoing service fees, and any other expected related costs. This should include costs related to housing the required infrastructure such as network closet, power, switch, etc. The findings, recommendations, and cost estimates for each option shall be included in the technical memorandum for the City's consideration.

***Deliverables:*** A draft technical memorandum and a final technical memorandum shall be submitted for stakeholder review and comments. All submittals shall include digital copies (PDF and native format) of all documents. Three weeks for each City review shall be included. Technical memorandums should include prioritization of improvements, preliminary cost estimates of identified improvements, and project schedules for design and construction.

## 2. Community Outreach and Concept Development

Consultant shall lead two public meetings to provide inform the community and collect feedback about the park project. Meetings will be held virtually on weekday evenings. Consultant shall be responsible for preparing all meeting materials, including but not limited to, storyboards, presentations, notices and surveys. These materials shall be provided to the City for review and comment a minimum of 3 weeks prior to each meeting. Based on input from the City and the public, Consultant shall prepare and refine concept plans for the park improvements. Each concept plan shall include a preliminary cost estimate to demonstrate that it can be designed and built within the project budget.

- The initial public meeting will discuss the current condition of the park and gather public input around the required and desired improvements. Consultant is expected to lead the meeting, take notes, and prepare a meeting summary of all public input, including trends of ideas proposed. The meeting summary shall be provided to the City within 1 week of the meeting date.

- An online survey will be conducted by the City to capture the existing park use and desired improvements to supplement the initial meeting. Consultant shall develop the survey questions and summarize the results.
- Following the initial public meeting, consultant shall prepare three concept plans for the City's review. Each concept plan shall include a preliminary cost estimate. Concept plans may incorporate items listed in the project description, recommendations from the existing conditions assessment, and public feedback.
- The second public meeting will present the three concept plans and gather community input on these concepts. Consultant is expected to lead the meeting, take notes, and prepare a meeting summary of all public input. The meeting summary shall be provided to the City within 1 week of the meeting date.
- A second online survey will be administered by the City to capture feedback on the three concepts to supplement the second public meeting. Consultant shall develop the survey questions and summarize the results.

Consultant will be expected to attend and provide support for one Parks and Recreation Commission meeting and one City Council meeting. These meetings will occur in person on weekday evenings. Consultant shall prepare PowerPoint presentations suitable for these meetings and take notes. These meetings will be led by City staff, but Consultant may be expected to present the concepts and answer questions.

### *C. Design Development*

Consultants shall be the Landscape Architect of Record and responsible for design and preparation of complete plans and technical specifications for the project. Consultant must perform an adequate field investigation to confirm existing conditions.

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

Use of contractors, and all applicable subcontractors which are required to pay prevailing wages, requires registration with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, potholing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. **For complete details, please refer to Appendix 3: Labor Compliance.**

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 2020 format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, Building Division and other stakeholders will also be Consultant responsibility. If a Storm Water Management Plan (SWMP) is required for the project, Consultant shall prepare the SWMP and hire and pay a certified third party reviewer from the SCVURPPP list of prequalified Consultants as required for the building permit.

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

1. 30% Submittal: Consultant shall submit three sets of 24" x 36" hardcopies of the following:
  - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details.

- b. Cut sheets for equipment/appurtenances such as pump systems and electrical equipment. The City has standards of various park fixtures and this list will be provided to Consultant.
  - 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, including both design and construction durations.
  - e. 30% construction cost estimate.
  - f. Draft copy of any preliminary reports, if needed.
  - g. Brief memorandum of determination of the project's CEQA needs.
  - h. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
  - i. Table of Contents list for technical specifications.
  - j. Recommendations for staging construction to reduce impact on surrounding neighborhood users.
  - k. Exhibit of potential art locations for the public art design.
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.

Consultant shall submit three sets of 24" x 36" hardcopies of the following:

- a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for. Construction staging and phasing information are included.
  - b. 75% specifications:
    - Technical specifications, including incorporation of any mitigation measures required by the CEQA document.
    - Special Provisions, with recommended changes in track changes format. The Special Provisions shall also 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, material testing and associated responsibilities
      - 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. Determination whether utility conflicts have been resolved or a timeline for resolution of issues.
  - f. CEQA Exemption documentation, suitable for filing at the County Recorder's Office.
  - g. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
  - h. Stormwater management and compliance with MRP C.3 requirements that have been incorporated into the project
  - i. Calculations and forms/reports containing information necessary ready for upload and for City to certify this project into the Stormwater Multiple Application and Report Tracking System (SMARTS) for compliance under the Construction General Permit.
  - j. Other supporting documentation as necessary.
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. All necessary permits must be obtained during this stage of the project.

Consultant shall submit three sets of 24" x 36" hardcopies of the following:

- 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 on a letterhead document 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 Architect of Record, and that appropriate corrections have been made.”

- b. 100% specifications
  - Reviewed bid instructions
  - Finalized technical specifications
  - Finalized Special Provisions
  - Project schedule update.
- c. 100% construction cost estimate.
- d. Responses to the City’s review comments on the 75% submittal, along with return of mark-ups.
- e. Coordination with public art artis to incorporate any details needed for anchorage of the artwork.
- f. Storm Water Management Plan Third Party Certification
- g. Other supporting documentation as necessary.

#### *D. Bid Package*

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

Consultant shall submit digital format (PDF and native format) of each of the documents listed below:

- 1. Digital copy of full sized plans (24” x 36”), stamped and signed on each sheet by the Architect of Record and by discipline.
- 2. Digital copy of the specifications.
  - a. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
  - b. Special provisions, including final bid item descriptions and bid form.
- 3. Final project schedule update.
- 4. Final construction cost estimate.

#### *E. Bidding Services*

Consultant shall 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 team will have primary responsibility for construction management and inspection. Consultant’s point of contact will be the City’s construction manager, not the contractor.

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, and items for the construction management team to be aware of (e.g., special working hours, shortened timelines for submittal reviews, etc.).
- 2. Attend the pre-construction meeting.
- 3. Attend up to 5 periodic construction progress meetings.

4. Coordinate with public art artist
5. Participate in the final inspection and development of punch lists.
6. 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.
7. For projects with a building permit, Consultant shall stamp and sign any revisions to the contract plans as a result of responses to RFIs or as a result of executed change orders. Consultant shall ensure that all changes comply with the applicable codes. Coordination with the Building Department may be necessary.
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. All changes shall be indicated in red and clouded. All plan sheets shall be stamped with red "Record Drawings" stamp. The stamp shall include Architect of Record Company Name, name of Architect of Record, date of the Record Drawing update, and standard disclaimer. See suggested stamp below:

|                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RECORD DRAWINGS</b>                                                                                                                                                                                                                                                                                         |
| COMPANY NAME:                                                                                                                                                                                                                                                                                                  |
| ENGINEER OF RECORD:                                                                                                                                                                                                                                                                                            |
| DATE:                                                                                                                                                                                                                                                                                                          |
| <p style="font-size: 0.8em; margin: 0;">THE RECORD DRAWINGS HAVE BEEN PREPARED<br/>BASED ON INFORMATION PROVIDED BY OTHERS.<br/>THE ENGINEER HAS NOT VERIFIED THE ACCURACY<br/>OF THIS INFORMATION AND SHALL NOT BE<br/>RESPONSIBLE FOR ANY ERRORS OR OMISSIONS<br/>WHICH MAY BE INCORPORATED AS A RESULT.</p> |

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. *Reimbursables*: The reimbursables allowance includes expenses such as required printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses.

H. *Optional Services*

The City shall confirm in writing whether Consultant is to perform any of the following optional services:

1. *O1 – Arborist Report*: Consultant shall Conduct site reconnaissance to document location, attach individual numbered tags, identify species, and size (DBH), and to visually assess the condition of existing trees, and to review the relationship of trees to the proposed improvements. Consultant shall prepare a Draft Arborist Report for review to include an inventory of all trees within the project limits, and identify protected trees as defined by City code. The report will also include recommendations for pruning, health care, mitigation requirements, recommended removals and protection measures. Consultant shall review City comments, coordinate and prepare a Final Arborist Report.
2. *O2- Public Meeting #3*: For the third public meeting, Consultant shall develop up to two concept plans. Each concept shall include a preliminary cost estimate. Consultant is

expected to lead the meeting, take notes, and prepare a meeting summary of all public input. The meeting summary shall be provided to the City within 1 week of the meeting date. A third online survey will be administered by the City to capture feedback on the concept(s) to supplement the third public meeting. Consultant shall develop the survey questions and summarize the results.

3. *O3 – Construction Phasing Analysis:* This task includes review of the proposed improvements and recommendations for construction phasing to allow portions of the park to remain open and accessible to the community during construction. A plan exhibit shall be prepared indicating recommended phasing. This task would be completed as a part of the 75% submittal.
4. *O4 – Wi-Fi Design, Bidding and Construction Support:* The City will decide whether to proceed with a park Wi-Fi system after reviewing the Existing Conditions Assessment technical memorandum. This task includes design of park Wi-Fi in the 30%, 75%, 100%, and bid package submittals and design support for Wi-Fi system during the bidding and construction phases for the project. Refer to Tasks C, D, E, and F for more information.

#### IV. Available Documents

The below list of information is available for informational purposes only:

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
  - PR-82-09, San Antonio Park/School, 1982
  - PR-07/01-08, San Antonio Park Restroom Construction, 2007
- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities and block maps as necessary.  
<https://www.sunnyvale.ca.gov/city-services/online-services/maps-and-gis/utility-maps>
- Benchmarks for vertical control are listed on the City's website:  
<https://www.sunnyvale.ca.gov/home/showpublisheddocument/1590/637820851886430000>
- City standard specifications and details are available on the City's website:  
Details:  
<https://www.sunnyvale.ca.gov/home/showpublisheddocument/2920/637822741794530000>  
0  
Specifications:  
<https://www.sunnyvale.ca.gov/home/showpublisheddocument/1606/637820851912670000>  
0
- Park Design Guidelines  
<https://www.sunnyvale.ca.gov/home/showpublisheddocument/4229/638084199958730000>
- Parks and Recreation Standards  
<https://www.sunnyvale.ca.gov/home/showpublisheddocument/3270/638085069689270000>

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 2023 (ArcGIS format)
- City standard plan cover sheet

#### V. Appendices

1. Project Location Map
2. Bldg. Dept. Electronic Plan Check Submittals
3. Labor Compliance

## Appendix 1 - Project Location Map

# San Antonio Park 1026 Astoria Drive, Sunnyvale, CA 94087



## Appendix 2

### BUILDING DIVISION REQUIREMENTS

- All Building permits requiring plan checks shall be submitted online through the [E-OneStop Online Service permitting system](#).
- When submitting for permits through the online portal, allow five to 10 business days for submittal acceptance confirmation. Notification will be provided via email.

### INSTRUCTIONS FOR SUBMITTING

**New Building Permits** – All new building permit submittals must include the following documents as PDFs:

- Permit Application – Must be complete with all fields filled in. Use the [Building and Fire Permit Application](#).
- Questionnaire for Non-residential projects – Complete the questionnaire at the end of this handout and include it with your submittal documents.
- Plans – Saved as a single file as one complete set, digitally stamped and signed by a design professional, if applicable.
- Structural Calculations – Digitally stamped and signed by a design professional, if applicable, and saved as a separate file.
- Other Supporting Documents (energy calculations, special inspection forms, etc.) – Saved as a separate file.
- Green Halo (GH) Registration – Newly constructed buildings and demolition projects, commercial and residential additions, and alterations to non-residential projects must register with GH to track construction and demolition waste and recycling. Visit [Sunnyvale.wastetracking.com](http://Sunnyvale.wastetracking.com) to register. A screenshot of your in-progress GH registration, showing the project address and GH tracking number, must be included in your submittal package, if applicable.
- Responsible Construction – Projects that are 15,000 square feet or larger are subject to the Responsible Construction Ordinance. [Acknowledgement of Responsibility](#) shall be completed and submitted to the Building Division before permit issuance. For additional information and instruction, refer to the [Permit Center](#).
- Use Tax Registration - All General Contractors and subcontractors with contract values greater than \$5 million should register the job site with the California Department of Tax and Fee Administration (CDFTA) where applicable. [Visit CDFTA's website](#) to register each qualifying contractor/subcontractor. The tax account administrators need to register the job site to report use tax directly to Sunnyvale. For questions, contact Economic Development at 408-730-7607.

### Resubmittals

- Submit a **complete**, revised set of plans, calculations and supporting documents with

changes clouded. If there have been no changes to the plans and documents, you must still send the latest **complete** set. It is important that a complete plan set package is submitted at each round of plan check.

- Include a formal response letter addressing all City comments.

## Addendums

- All revisions/addendums requiring plan check must be emailed.
- Submit revised sheets only with changes clouded and corresponding revision delta symbols. Sheets shall be digitally stamped and signed by the design professional, if applicable.
- Submit an itemized list of all revisions and addendums organized by page number.
- Include revised structural calculations, if applicable, with changes clouded and digitally stamped and signed by the Engineer of Record (EOR).
- A separate file should be included containing a copy of the approved full set of plans for reference.

## Deferred Submittals

- All deferred submittals requiring plan check must be emailed.
- Each plan sheet must be digitally stamped and signed with the EOR's professional stamp and digitally stamped and signed with the EOR's review stamp. **No typed names or initials will be accepted.**
- The first page of the calculations must be digitally stamped and signed with the EOR's professional stamp and digitally stamped and signed with the EOR's review stamp. **No typed names or initials will be accepted.**
- Include a copy of the approved plan sheet that lists the City-approved deferred items.

## Additional Instructions

- When resubmitting on the portal, only upload the relevant file to the correct tiles. For example, upload Building Plans to the Building Plans tile, upload Structural Calculations to the Structural Calculations tile, etc.
- The City can accept a total attachment size of 150 MB; however, this number may be limited by your email provider.
- Larger files can be sent through a link to cloud storage. The link cannot require special permissions or login credentials.
- Plan sets must be submitted as one file. Larger plan sets can be organized into separate folders by discipline such as Architectural, Mechanical, Electrical, Plumbing, etc.
- Structural Calculations, response letters and other supporting documents must be organized into separate folders and not included in the plan set file.
- Files should be named so it is clear what they contain, with no internal company file names or file numbers.

***See next page for additional application information.***

## Questionnaire for Non-residential Projects

1. Is this project associated with an already-approved planning permit?
2. Does the project involve a change of use such as an office as the old tenant and a restaurant as the new tenant?
3. Are exterior changes to the building or site proposed such as new roof-mounted equipment, trees removed from the parking lot, new windows, or new doors?
4. Is the project proposing any kitchen/café improvements? (This is for the Public Works Department to determine any sewer/water connection fees and updates to the trash management plan.)
5. Is the project going in a new shell building or space that has never been occupied **or** an existing building where landlord/market-ready shell improvement is in progress? If yes, provide the building permit number for the shell work. **Note a Building permit will not be released until the shell work is complete or substantially complete.**
6. Will the proposed project include the use of a new recycled water system? If so, an application along with plans must be submitted separately to the Environmental Services Department Water Division. Contact [Ray Orozco](#) directly at 408-730-7663 with any questions.

## Appendix 3

### Labor Compliance

**Contractor Registration with the State of California** – Contractors, and all applicable subcontractors which are required to pay prevailing wages, must be registered with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, pot holing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. Registration must remain current throughout the project entirety. It is the contractor's responsibility to not allow their PWC Registration to lapse during the project and to ensure all Subcontractor's registrations remain current. The Labor Commissioner can assess penalties to public works contractors of up to \$10,000, in addition to the registration fee, for failure to register. Awarding agencies are also subject to penalties of \$100 a day, up to a maximum of \$10,000, for having an unregistered contractor perform work on a public works project. If any penalties are issued to the City for unregistered subcontractors or for a lapse in a contractor/subcontractor's PWC Registration, these penalties will be passed onto the contractor. **A contractor that allows an unregistered subcontractor to work on the project is also subject to penalties of \$100 a day up to \$10,000.** Contractors shall list all applicable PWC registration numbers on the Bid Form.

**Hours of Work** – Pursuant to Labor Code, Section 1810, eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code. Such forfeiture amounts may be deducted from the contract sum.

Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the project, which record shall be kept open at all reasonable hours to the inspection of the City, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

**Wage Rates** – Pursuant to Sections 1770, 1771 and 1774 of the Labor Code of the State of California, or any applicable local law, contractors shall not pay less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. The City has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. The City has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director

of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against the City.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify the City who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

**Prevailing Wage** – As identified in the Notice to Bidders, the work contemplated by this agreement is a public work subject to prevailing wages under California Labor Code, Sections 1720 et. seq. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the work is to be performed for each craft, classification, or type of worker required to perform the work. A schedule of the most recent general prevailing per diem wage rates made available to the City will be on file at the City's principal facility office and will be made available to any interested party upon request. This prevailing wage rate schedule is provided by the City for Bidder's information only and is not guaranteed by the City to be current. Contractor is obligated to verify all appropriate prevailing wage rates and pay those rates as required. By this reference the verified current schedule of prevailing wage rates is made part of the Contract Documents. Contractor shall pay not less than the prevailing per diem wage rates, as specified in the schedule and any amendments thereto, to all workers employed by contractor in the execution of the work. Contractor shall cause all subcontracts to include the provision that all subcontractors shall pay not less than the specified prevailing per diem wage rates to all workers employed by such subcontractors in the execution of the work.

Contractor shall forfeit to the City, as a penalty, no more than two hundred dollars (\$200.00) for each calendar day or portion thereof for each worker that is paid less than the specified prevailing per diem wage rates for the work or craft in which the worker is employed for any portion of the work done by contractor or any subcontractor in violation of the provisions of the Labor Code, and in particular Sections 1770 to 1781 thereof, inclusive. Such forfeiture amounts may be deducted from the contract sum. Contractor shall also pay to any worker who was paid less than the specified prevailing per diem wage rate for the work or craft for which the worker was employed for any portion of the work, for each calendar day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

The City will not recognize any claim for additional compensation because of the payment by the Contractor for any wage rate in excess of prevailing wage rates set forth in the Agreement, including payment in excess of the prevailing wage for extra work paid by force account. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the contractor's bid and will not, under any circumstances be considered as the basis of a claim against the City under the Agreement.

**Certified Payroll Records** – Pursuant to Labor Code, Sections 1776 et. Seq., contractor and all subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the work. All payroll records shall be certified as being true and correct by contractor or subcontractors keeping such records; and the payroll records shall be provided to the City no later than three weeks after closing of payroll for City-funded projects, and no later than one week for federal aid projects. The contractor or

subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code section 1776 (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Certified payroll records shall be made available at reasonable hours at the contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code section 1776. Certified payroll shall also be made available for inspection upon request by the State of California Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and labor compliance documentations electronically via the software LCPtracker. Contractor shall cause all subcontracts to include the provision that all subcontractors submit certified payrolls and labor compliance documentation electronically via LCPtracker. Electronic submission will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor user will be given a Log-On identification and password to access the City's reporting system. Access will be coordinated by a City representative.

**Apprentice Program** – Attention is directed to State of California Labor Code, Sections 3095, 1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, Section 200, and the applicable Sections that follow. Responsibility for compliance with these requirements lies with the contractor. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, contractor or subcontractors should, where some question exists, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of the work. In the event contractor willfully fails to comply with this section, it will be considered in violation of the requirements of the Contract.

Contractor and all of its subcontractors shall abide by the provisions of California Labor Code Section 1777.6 prohibiting discrimination in the acceptance of otherwise qualified apprentices; and California Labor Code Section 3095 which declares the unlawful discrimination in any recruitment or apprenticeship program on stated grounds. City shall be entitled to retain and withhold all penalties as authorized pursuant to California Labor code, Division 2, Part 7, Chapter 1, commencing with Section 1720 and following, in accordance with the provisions of that Chapter, and the regulations established by the Director of Industrial Relations pursuant to the statutory authority of such chapter.

| Project Schedule |           |                                                       |                 |                     | San Antonio Park Renovation and Enhancement (F26-345) |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       | City of Sunnyvale<br>PJ591 |      |  |       |
|------------------|-----------|-------------------------------------------------------|-----------------|---------------------|-------------------------------------------------------|-------|--|-------|-------|------|--|-------|-------|-------|-------|------|--|-------|-------|-------|----------------------------|------|--|-------|
| June 26, 2026    |           |                                                       |                 |                     |                                                       |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| ID               | Task Mode | Task Name                                             | Duration        | Start               | Finish                                                | Qtr 2 |  | Qtr 3 | Qtr 4 | 2027 |  | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | 2028 |  | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4                      | 2029 |  | Qtr 1 |
| 1                |           | <b>SAN ANTONIO PARK RENOVATION AND ENHANCEMENT</b>    | <b>746 days</b> | <b>Mon 03/09/26</b> | <b>Mon 01/15/29</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 2                |           | Submit Fee Proposal                                   | 0 days          | Mon 03/09/26        | Mon 03/09/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 3                |           | Signed Authorization to Proceed                       | 121 days        | Mon 03/09/26        | Mon 08/24/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 4                |           | <b>A. Project Management</b>                          | <b>596 days</b> | <b>Mon 08/24/26</b> | <b>Tue 12/05/28</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 5                |           | A1 Project Administration                             | 596 days        | Tue 08/25/26        | Tue 12/05/28                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 6                |           | A2 Start-Up Meeting                                   | 0 days          | Mon 08/24/26        | Mon 08/24/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 7                |           | <b>B. Preliminary Design</b>                          | <b>245 days</b> | <b>Tue 08/25/26</b> | <b>Tue 08/03/27</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 8                |           | <b>B1 Existing Conditions Assessment</b>              | <b>55 days</b>  | <b>Tue 08/25/26</b> | <b>Mon 11/09/26</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 9                |           | B1.1 Document Review                                  | 5 days          | Tue 08/25/26        | Mon 08/31/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 10               |           | B1.2 Topographic Survey                               | 25 days         | Tue 09/01/26        | Mon 10/05/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 11               |           | B1.3 Site Reconnaissance                              | 10 days         | Tue 09/01/26        | Mon 09/14/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 12               |           | O1 Arborist Report (Optional Service)                 | 10 days         | Tue 09/01/26        | Mon 09/14/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 13               |           | B1.4 Draft Technical Memo                             | 15 days         | Tue 09/15/26        | Mon 10/05/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 14               |           | x.xx City Review Period                               | 15 days         | Tue 10/06/26        | Mon 10/26/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 15               |           | B1.5 Final Technical Memo                             | 10 days         | Tue 10/27/26        | Mon 11/09/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 16               |           | <b>B2 Community Outreach and Concept Development</b>  | <b>190 days</b> | <b>Tue 11/10/26</b> | <b>Tue 08/03/27</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 17               |           | <b>Public Meeting #1</b>                              | <b>43 days</b>  | <b>Tue 11/10/26</b> | <b>Thu 01/07/27</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 18               |           | B2.1 Prepare Meeting Notification Flyer               | 5 days          | Tue 11/10/26        | Mon 11/16/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 19               |           | B2.2 Prepare Meeting Materials                        | 20 days         | Tue 11/10/26        | Mon 12/07/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 20               |           | B2.3 Develop Online Survey #1 Questions               | 5 days          | Tue 11/10/26        | Mon 11/16/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 21               |           | x.xx City Review Period                               | 15 days         | Tue 12/08/26        | Mon 12/28/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 22               |           | x.xx Mail notification flyers                         | 5 days          | Tue 11/24/26        | Mon 11/30/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 23               |           | B2.4 City Review Meeting                              | 0 days          | Mon 12/28/26        | Mon 12/28/26                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 24               |           | B2.5 Public Meeting #1                                | 5 days          | Fri 01/01/27        | Thu 01/07/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 25               |           | <b>Public Meeting #2</b>                              | <b>43 days</b>  | <b>Wed 01/13/27</b> | <b>Fri 03/12/27</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 26               |           | B2.6 Prepare Meeting Notification Flyer               | 5 days          | Wed 01/13/27        | Tue 01/19/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 27               |           | B2.7 Prepare Concept Plans                            | 20 days         | Wed 01/13/27        | Tue 02/09/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 28               |           | B2.8 Develop Online Survey #2 Questions               | 5 days          | Wed 01/13/27        | Tue 01/19/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 29               |           | x.xx City Review Period                               | 15 days         | Wed 02/10/27        | Tue 03/02/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 30               |           | x.xx Mail notification flyers                         | 5 days          | Wed 01/27/27        | Tue 02/02/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 31               |           | B2.9 City Review Meeting                              | 0 days          | Tue 03/02/27        | Tue 03/02/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 32               |           | B2.10 Public Meeting #2                               | 5 days          | Mon 03/08/27        | Fri 03/12/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 33               |           | <b>O2 Public Meeting #3 (Optional Service)</b>        | <b>43 days</b>  | <b>Thu 03/18/27</b> | <b>Mon 05/17/27</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 34               |           | Prepare Meeting Notification Flyer                    | 5 days          | Thu 03/18/27        | Wed 03/24/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 35               |           | O2.1 Prepare Concept Plans                            | 20 days         | Thu 03/18/27        | Wed 04/14/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 36               |           | O2.2 Develop Online Survey #2 Questions               | 5 days          | Thu 03/18/27        | Wed 03/24/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 37               |           | x.xx City Review Period                               | 15 days         | Thu 04/15/27        | Wed 05/05/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 38               |           | x.xx Mail notification flyers                         | 5 days          | Thu 04/01/27        | Wed 04/07/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 39               |           | O2.3 City Review Meeting                              | 0 days          | Wed 05/05/27        | Wed 05/05/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 40               |           | O2.4 Public Meeting #3                                | 5 days          | Tue 05/11/27        | Mon 05/17/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 41               |           | <b>Commission and Council Meetings</b>                | <b>50 days</b>  | <b>Tue 05/25/27</b> | <b>Tue 08/03/27</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 42               |           | B2.11 Preferred Concept Plan                          | 15 days         | Tue 05/25/27        | Mon 06/14/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 43               |           | x.xx City Review Period                               | 15 days         | Tue 06/15/27        | Mon 07/05/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 44               |           | B2.12 City Review Meeting                             | 0 days          | Mon 07/05/27        | Mon 07/05/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 45               |           | B2.13 Parks and Recreation Commission Meeting (2nd W) | 0 days          | Wed 07/14/27        | Wed 07/14/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 46               |           | B2.14 City Council Presentation (1st/4th Tues)        | 0 days          | Tue 08/03/27        | Tue 08/03/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 47               |           | <b>C. Design Development</b>                          | <b>140 days</b> | <b>Tue 08/03/27</b> | <b>Mon 02/14/28</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 48               |           | C1.1 30% Submittal                                    | 30 days         | Tue 08/03/27        | Mon 09/13/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 49               |           | x.xx City Review Period                               | 15 days         | Tue 09/14/27        | Mon 10/04/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 50               |           | C1.2 City Review Meeting                              | 0 days          | Mon 10/04/27        | Mon 10/04/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 51               |           | C2.1 75% Submittal                                    | 35 days         | Tue 10/05/27        | Mon 11/22/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 52               |           | O3 Construction Phasing Analysis (Optional Service)   | 10 days         | Tue 11/09/27        | Mon 11/22/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 53               |           | C2.2 CEQA Exemption Documentation                     | 30 days         | Tue 10/12/27        | Mon 11/22/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 54               |           | x.xx City Review Period                               | 15 days         | Tue 11/23/27        | Mon 12/13/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 55               |           | C2.3 City Review Meeting                              | 0 days          | Mon 12/13/27        | Mon 12/13/27                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 56               |           | C3.1 100% Submittal                                   | 30 days         | Tue 12/14/27        | Mon 01/24/28                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 57               |           | x.xx City Review Period                               | 15 days         | Tue 01/25/28        | Mon 02/14/28                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 58               |           | C3.2 City Review Meeting                              | 0 days          | Mon 02/14/28        | Mon 02/14/28                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 59               |           | <b>D. Bid Package</b>                                 | <b>20 days</b>  | <b>Tue 02/15/28</b> | <b>Mon 03/13/28</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 60               |           | D1 Bid Submittal                                      | 20 days         | Tue 02/15/28        | Mon 03/13/28                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 61               |           | <b>E. Bidding Services</b>                            | <b>50 days</b>  | <b>Tue 03/14/28</b> | <b>Mon 05/22/28</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 62               |           | E1 Bidding Support Services                           | 50 days         | Tue 03/14/28        | Mon 05/22/28                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 63               |           | <b>F. Construction Support Services</b>               | <b>170 days</b> | <b>Tue 05/23/28</b> | <b>Mon 01/15/29</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 64               |           | F1 Construction                                       | 160 days        | Tue 05/23/28        | Mon 01/01/29                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 65               |           | F2 Lessons Learned Meeting                            | 5 days          | Tue 01/02/29        | Mon 01/08/29                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 66               |           | F3 Prepare Record Drawings                            | 10 days         | Tue 01/02/29        | Mon 01/15/29                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 67               |           | <b>O. Optional Services - Wi-Fi System Design</b>     | <b>380 days</b> | <b>Tue 08/03/27</b> | <b>Mon 01/15/29</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 68               |           | O4 WiFi 30%, 75%, 100%, Bid Submittal                 | 160 days        | Tue 08/03/27        | Mon 03/13/28                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 69               |           | O5 WiFi Bidding and Construction Support Services     | 220 days        | Tue 03/14/28        | Mon 01/15/29                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 70               |           | <b>LANDSCAPE MAINTENANCE PERIOD</b>                   | <b>66 days</b>  | <b>Tue 01/02/29</b> | <b>Tue 04/03/29</b>                                   |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |
| 71               |           | Landscape Maintenance Period                          | 66 days         | Tue 01/02/29        | Tue 04/03/29                                          |       |  |       |       |      |  |       |       |       |       |      |  |       |       |       |                            |      |  |       |

Project: PJ591\_SCH\_260626  
Date: 6/26/26

Task

Split

Milestone

Summary

Project Summary

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Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

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Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

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External Milestone

Deadline

Progress

Manual Progress

Page 1

Exhibit B

City of Sunnyvale

Consultant Name: Callander Associates Landscape Architecture, Inc.

Proposal For: SAN ANTONIO PARK RENOVATION AND ENHANCEMENT

Project #: PR-26-07

| Tasks  |                                                | Labor     |                 |          |                |                |             |                   | Subconsultants |                  |            |            |             |          |         |                     |               | ODCs               | Total     |
|--------|------------------------------------------------|-----------|-----------------|----------|----------------|----------------|-------------|-------------------|----------------|------------------|------------|------------|-------------|----------|---------|---------------------|---------------|--------------------|-----------|
| Task # | Task Description                               | Principal | Project Manager | Designer | Project Admin. | Const. Manager | Total Hours | Total Labor Costs | Architect      | Civil            | Electrical | Structural | Topo Survey | Enviro.  | SWPPP   | 3rd Party SW Review | WiFi          | Other Direct Costs | Total Fee |
|        |                                                |           |                 |          |                |                |             |                   | DTA            | Freyer & Laureta | Aurum      | Miyamoto   | Towill      | LSA      | Tully   | Schaaf & Wheeler    | Salas O'Brien |                    |           |
|        |                                                | \$265     | \$189           | \$164    | \$136          | \$202          | LS/NTE      | LS/NTE            | LS/NTE         | LS/NTE           | LS/NTE     | LS/NTE     | LS/NTE      | LS/NTE   | LS/NTE  | LS/NTE              | LS/NTE        | LS/NTE             |           |
| A      | Project Management                             | 24        | 52              | 4        | 6              | -              | 86          | \$17,660          | -              | \$5,334          | -          | -          | -           | -        | -       | -                   | -             |                    | \$22,994  |
| B1     | Existing Conditions Assessment                 | 12        | 20              | 28       | -              | -              | 60          | \$11,552          | \$2,121        | \$2,100          | \$2,221    | -          | \$34,205    | -        | -       | -                   | \$12,600      |                    | \$64,799  |
| B2     | Community Outreach and Concept Development     | 54        | 122             | 180      | -              | -              | 356         | \$66,888          | \$9,902        | \$1,796          | -          | -          | -           | -        | -       | -                   | -             |                    | \$78,586  |
| C1     | 30% Design                                     | 30        | 58              | 90       | 2              | -              | 180         | \$33,944          | \$3,407        | \$9,587          | \$1,785    | -          | -           | \$1,685  | -       | -                   | -             |                    | \$50,408  |
| C2     | 75% Design                                     | 78        | 112             | 134      | 10             | -              | 334         | \$65,174          | \$6,133        | \$12,598         | \$3,150    | \$3,413    | -           | \$9,513  | \$2,888 | \$4,200             | -             |                    | \$107,069 |
| C3     | 100% Design                                    | 29        | 66              | 108      | 8              | -              | 211         | \$38,959          | \$4,089        | \$5,786          | \$1,948    | \$3,413    | -           | -        | -       | -                   | -             |                    | \$54,195  |
| D      | Bid Package                                    | 8         | 24              | 40       | 4              | -              | 76          | \$13,760          | \$6,290        | \$2,596          | \$1,260    | \$1,575    | -           | -        | -       | -                   | -             |                    | \$25,481  |
| E      | Bidding Services                               | 4         | 8               | 12       | -              | 16             | 40          | \$7,772           | \$1,470        | \$3,318          | \$1,481    | \$525      | -           | -        | -       | -                   | -             |                    | \$14,566  |
| F      | Construction Support Services                  | 8         | 22              | 16       | -              | 108            | 154         | \$30,718          | \$4,484        | \$5,912          | \$2,961    | \$1,575    | -           | -        | \$2,352 | -                   | -             |                    | \$48,002  |
| G      | Reimbursables                                  | -         | -               | -        | -              | -              | 0           | \$0               | -              | -                | -          | -          | -           | -        | -       | -                   | -             | \$14,260           | \$14,260  |
|        | Proposal Subtotal                              | 247       | 484             | 612      | 30             | 124            | 1497        | \$286,427         | \$37,896       | \$49,027         | \$14,806   | \$10,501   | \$34,205    | \$11,198 | \$5,240 | \$4,200             | \$12,600      | \$14,260           | \$480,360 |
|        | Optional Services                              |           |                 |          |                |                |             |                   |                |                  |            |            |             |          |         |                     |               |                    |           |
| O1     | Arborist Report                                | 2         | 2               | -        | -              | 24             | 28          | \$5,756           | -              | -                |            | -          | -           |          | -       | -                   | -             | -                  | \$5,756   |
| O2     | Public Meeting #3                              | 20        | 50              | 64       | -              | -              | 134         | \$25,246          | -              | -                | -          | -          | -           | -        | -       | -                   | -             | -                  | \$25,246  |
| O3     | Construction Phasing Analysis                  | 4         | 6               | 8        | -              | -              | 18          | \$3,506           | -              | -                | -          | -          | -           | -        | -       | -                   | -             | -                  | \$3,506   |
| O4     | Wi-Fi Design, Bidding and Construction Support | 4         | 12              | 16       | -              | -              | 32          | \$5,952           | -              | -                | -          | -          | -           | -        | -       | -                   | \$54,600      | -                  | \$60,552  |
|        | Total Optional Services                        | 30        | 70              | 88       | 0              | 24             | 212         | \$40,460          | \$0            | \$0              | \$0        | \$0        | \$0         | \$0      | \$0     | \$0                 | \$54,600      | \$0                | \$95,060  |
|        | Total Including Optional Services              | 277       | 554             | 700      | 30             | 148            | 1,709       | \$326,887         | \$37,896       | \$49,027         | \$14,806   | \$10,501   | \$34,205    | \$11,198 | \$5,240 | \$4,200             | \$67,200      | \$14,260           | \$575,420 |
|        | Notes:                                         |           |                 |          |                |                |             |                   |                |                  |            |            |             |          |         |                     |               |                    |           |
| 1      | Subconsultant fees include 5% markup.          |           |                 |          |                |                |             |                   |                |                  |            |            |             |          |         |                     |               |                    |           |
| 2      | No markup is allowed for reimbursables/ODCs.   |           |                 |          |                |                |             |                   |                |                  |            |            |             |          |         |                     |               |                    |           |

## **Exhibit C**

### **INSURANCE REQUIREMENTS**

Contractor 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 Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$2,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ☒ Professional Liability / Errors and Omissions Liability coverage with limits not less than \$2,000,000 per claim.
- ☐ Valuable Papers and Electronic Data Processing with limits not less than \$10,000 each.
- ☐ **Pollution Liability coverage** with limits not less than \$2,000,000 per occurrence.
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants.
- ☐ Builder's Risk / Course of Construction coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.
- ☐ Installation Floater coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

Deductibles, Self-Insured Retentions and Other Coverages:

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

retention. Policies containing any self-insured retention provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the Named Insured or the City.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage box is indicated above, valuable papers, electronic data processing, pollution liability, builder's risk, and installation floater policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is checked above **and** if the Contractor's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
  - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work
4. If Industry Specific Coverage box is checked above, during the term of the contract, the Contractor's Builder's Risk / Course of Construction or Installation Floater policy shall provide coverage for any building, structures, machinery or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing. The policy shall name the City of Sunnyvale as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.

5. For any claims related to this project, the Contractor'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 Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
6. 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.
7. The Contractor'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.
8. 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 email to [riskmanagement@sunnyvale.ca.gov](mailto:riskmanagement@sunnyvale.ca.gov), has been given to the City.
9. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
10. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured and also available to the Additional Insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than Superior or Excellent, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes an electronic insurance verification system to track and verify all insurance related documents. City is no longer accepting insurance documents by mail and will only accept electronic insurance documents. City will email the Contractor requesting proof of insurance for this Agreement through an electronic insurance verification system, which includes instructions on how to upload insurance documents electronically. Contractor shall furnish the City with an electronic 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 and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All

certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor shall submit insurance certificates, reflecting the policy renewals through the City's electronic insurance verification system. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors:

Contractor shall require and verify that all subcontractors or other parties hired for this Work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in Subcontractors Minimum scope, Limits and Provisions of Insurance herein, to the extent they apply to the scope of the subcontractor's work with the same Certificate of Insurance requirements and naming as additional insureds all parties to this Contract. Failure of Contractor to verify existence of subcontractor's insurance shall not relieve Contractor from any claim arising from subcontractors work on behalf of Contractor.

Contractor shall include the following language in their agreement with Subcontractors: "Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Agreement Documents and provide a valid certificate of insurance and the required endorsements included in the Agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the Insurance provisions will be furnished to the Subcontractor upon request." Contractor shall provide proof of such Compliance and verification to the City upon request.