

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND VERDE DESIGN, INC. FOR DESIGN AND CONSTRUCTION SUPPORT
SERVICES FOR LAKEWOOD PARK RENOVATION
AND ENHANCEMENT PROJECT**

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

WHEREAS, CITY advertised a Request for Proposals (RFP) on Jan 14, 2022; and

WHEREAS, CITY accepted CONSULTANT'S proposal submitted on February 23, 2022, 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 a project known as Lakewood Park Renovation Enhancement Project F22-080; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

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

2. Notice to Proceed/Completion of Services

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

3. Project Schedule

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

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B". In no event shall the total amount of compensation payable under this agreement exceed the sum of One Million Six Hundred Sixty One Thousand One Hundred Eighty Three and 00/1000 Dollars (\$1,661,183.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not

connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

- A. Consultant/Contractor shall hold harmless, defend, and indemnify the City and its officers, agents, officials, employees, and volunteers against all claims, losses, damages and/or expenses including attorney fees, costs of litigation and judgement, directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) by any negligent act or omission of the Consultant/Contractor; and/or (2) the Consultant's/Contractor's performance or non-performance of its duties under this contract/agreement; and/or (3) any defect in any services provided by the Consultant/Contractor. This duty to defend, indemnify, and hold harmless shall include the Consultant's/Contractor's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by the sole negligence, recklessness or willful misconduct of the City.
- B. This obligation shall be continuing in nature and extend beyond the term of this contract/agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
- C. Consultant/Contractor and City as used in this section, include the employees, agents, sub-contractors, and any other person who are directly employed by or otherwise legally responsible, respectively to each party.

15. Insurance Requirements

The City requires that all contractors maintain insurance requirements on the Pacific

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

16. No Third Party Beneficiary

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

17. Notices

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

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

To CITY: Jennifer Ng
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

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

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

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

23. Records, Reports and Documentation

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

24. Termination of Agreement

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

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior

written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

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

31. Entire Agreement; Amendment

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

32. Wage Rates

Pursuant to the Labor Code of the State of California, or any applicable local law, Owner 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. Owner 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 Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, 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 Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

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 Owner 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.

33. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

VERDE DESIGN INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

**Attachment A
Detailed Scope of Work**

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 Lakewood Park Renovation Project. The scope of work generally includes preparation of: preliminary design, design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: environmental document (CEQA Exemption) preparation, construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

The City has obtained grant funding through the County of Santa Clara All-Inclusive Playground Grant Program (AIPG). Consultants must be familiar with the typical processes, procedure, forms and timelines required of AIPG funded projects.

II. Project Information

A. Description

This project is to renovate the existing park features at the Lakewood Park site while maintaining the existing theme of “outer space”. The project consists primarily of assessment of park infrastructure and furnishings, including concession shack and existing standalone restrooms, and renovation/replacement of various park components including existing irrigation, all playground equipment (to be replaced with inclusive play equipment in accordance with the AIPG grant as described in Attachment B, Park Renovations List), new dog park, mini skate park and water play areas, adding new lighting, and removal of existing recreation building, installation of new modular restroom building, picnic seating and tables, replace existing athletic field grass with synthetic turf, and work within the John W. Christian Greenbelt, owned by the San Francisco Public Utilities Commission (Greenbelt), limited to upgrading to energy efficient light fixtures and fencing around an existing artisanal spring. The consultant will be leading a community input process and will be expected to attend commission and City Council meetings.

B. Location

The project is located at the intersection of Lakechime Drive and Silverlake Drive in the north-eastern portion of Sunnyvale. Surrounding uses include residential properties to the north and east, an elementary school bordering on the west, and the Greenbelt. Park renovation is focused on the City-owned property, the athletic field on the Sunnyvale School District property and portions within the Greenbelt. A map is included as Attachment A.

C. Existing Conditions

The site currently is an active and passive use City-owned and maintained park. A new branch library/community room is currently under design and will occupy the northwest corner of the park.

III. Consultant Scope of Services

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

Consultant services shall include, but not be limited: Project management, condition assessment, public outreach, preliminary design, design development, bid documents, bidding support, and construction support services, as further detail below.

TASK A - PROJECT MANAGEMENT

- A. Verde Design will be the primary responsible party for managing the project's schedule and contract budget. In addition, the consultant is expected to
 - 1. Prepare meeting agenda and attend monthly progress meetings.
 - 2. Prepare action item logs for subsequent follow-up.
 - 3. Maintain frequent and timely communication with City staff throughout the duration of the project.
- B. Prepare project schedules in Gantt chart format, utilizing Microsoft Project software. Allowance of three (3) weeks for each City review of each submittal package will be included.
 - 1. Schedule updates will be provided at all progress meetings.
 - 2. Schedules will take into account PG&E, San Francisco Public Utilities Commission (SFPUC), and DSA coordination and review time.
- C. Consultant's own team will have provisions for internal quality assurance/quality control over work product prepared for the City. A statement of peer-review will be provided for overall constructability, coordination, and reasonable reduction in errors and omissions. The plans and specifications will be subject to review and approval by City's Building Department.
 - 1. As part of our general practice, Consultant will prepare a design log, which tracks all questions and direction related to the project throughout the entire design process. The design log captures questions, issues, and decisions, assigned responsibility, and tracks the date of the issue and the resolution.
 - 2. Consultant will provide comparative cost estimates at each design phase to track changes between each progressive submittal.
 - 3. Provide, at the time of submittal, a submittal package to include plans, specifications, schedule, costs, product cutsheets, design log, and record of communications with outside agencies.
 - 4. The total project budget, including design, construction and contingencies, art and other project costs is \$17,890,000. To account for required contingencies and other costs, the target construction contract amount is approximately \$13,640,000. Consultant is expected to design a project that can be constructed within this budget.
 - 5. Consultant will communicate often and early with respect to the schedule and budget and provide cost saving alternatives as appropriate.
 - 6. Attend a pre-submittal over-the-counter meeting with the Building Division prior to submission of the plans at the 75% submittal stage. Consultant will also be responsible for making appointments (as necessary) and delivering all subsequent submittals to the Building Division.
 - 7. The project must comply with the City of Sunnyvale Art in Public Places Policy and work collaboratively with the City's Library and Recreation Services Department- Arts and Marketing Division and City-selected artist, with the understanding that the total construction for the project amount also includes Public Art in the amount of 1% of the total construction cost.
 - 8. The city utilizes e-Builder project management software, and the Consultant is expected to work within e-Builder system for this project. One e-Builder software license will be provided to the Consultant for the duration of the project. e-Builder software shall be utilized for all project management documentation and correspondence. Consultant shall coordinate with City staff for training materials and e-Builder introduction.

TASK B. PRELIMINARY DESIGN

The preliminary design phase includes both schematic design and community outreach.

- A. Project Start-Up/Field Review
 - 1. Project start-up
 - a. Establish files and in-house documentation.
 - b. Receive all available data, maps, reports, etc.

- c. Obtain City documents related to site and other requirements.
 - i. Review of existing as-built information provided by the City.
 - ii. Review plans for the new Branch Library that is under design and that will sit at the north portion of the property.
- d. Coordinate City-provided GIS maps, title, report, benchmarks.
- e. Update and provide input on milestone schedule.
- 2. Project kick-off meeting
 - a. Meet with City staff to identify roles and responsibilities.
 - b. Review existing site plan, park improvements, and design intent.
 - c. Review project's goals and objectives.
 - d. Review proposed park program.
 - e. Review plans for the new Branch Library that is under design and that will sit at the north portion of the property.

B. Preliminary Design

- 1. Field Review: Perform detailed field review of the Lakewood Park site, as defined by the RFP (and as defined by Appendix 3: Map of Lakewood Park), to confirm existing conditions and identify any major issues within the park that need to be addressed.
 - a. Visit the project site to walk the project area with City staff, and provide follow-up visits, as necessary to perform the following:
 - i. Review of planting and trees.
 - 1. Walk site to review general condition of shrubs and plantings.
 - 2. Identify opportunities to reduce ornamental turf and replace with drought-tolerant, low-maintenance plantings.
 - 3. Coordinate and initiate arborist report.
 - ii. Review of site hardscape.
 - 1. Coordinate and conform with the new branch library improvements.
 - 2. Walk site to assess existing conditions of hardscape elements and provide recommendations for removal or replacement.
 - iii. Review of play elements.
 - 1. Water play area, including play equipment, rubber surfacing, and equipment controls.
 - a. Provide a written memo providing comparison for options in water play design, including a capture for irrigation system, treatment/recirculating system, and flow-through system with pros and cons of each option and associated costs. Base fee should include design for the least expensive system as well as optional task(s) for any of the systems that would be additional effort to design/provide construction support.
 - 2. Mini skate park – Review existing conditions, anchorage of skate park elements, access, and condition of paint/coatings.
 - a. Provide a written memo providing a comparison of site-built equipment vs. off-the-shelf products and the pros and cons of each and associated costs. Base fee should include design for the least expensive system as well as optional task(s) for any of the systems that would be additional effort to design/provide construction support.
 - 3. New dog park – Review site for location of a new dog park.
 - iv. Review of irrigation system.
 - 1. Coordinate with City staff to review operation of existing irrigation system.
 - 2. Provide recommendations for short-term and long-term improvements to maximize efficiency and reduce operational costs.
 - v. Review of grass field space.
 - 1. Review grass field space south of the new library for use as a youth soccer field, for use by the school.
 - vi. Review of existing park buildings.
 - 1. The existing Recreation building will be demolished and consultant will

- perform sampling and testing for Lead and Asbestos containing materials as well as PCBs as required for the building permit.
- 2. The existing snack shack and restroom building will be reviewed and consultant will provide a memo comparing the option to demolish and install prefab buildings vs. renovation of each of the buildings, with pros and cons of each option and associated costs (hard and soft costs).
- vii. Perform geotechnical investigation and report, including report and construction observation services.
- viii. Perform hazardous waste testing and provide written report for existing site buildings to be demolished.
- b. Provide Technical Memorandum with a detailed assessment and evaluation of existing park components including planting and trees, hardscape and play elements:
 - i. The memo will indicate current conditions of site elements.
 - ii. Provide recommendations for improvements for the park components observed during the field review.
 - iii. Provide preliminary cost estimates associated with the recommended improvements.
- 2. Concept Plans: Three (3) concept plans will be prepared for the City's review.
 - a. Each concept plan will include the following:
 - i. Preliminary cost estimates.
 - ii. Incorporation of all items listed in Appendix 2 Park Renovation list.
 - iii. Recommendations from the conditions assessment.
 - iv. Permanent fencing around the artesian spring area, including cost estimate.
 - b. WiFi Memorandum: Provide a written memorandum for the following options:
 - i. Blanket coverage.
 - ii. Coverage in common areas only.
 - iii. Coverage in park building only.
 - iii. MDF room within one of the modular buildings or standalone building
 - iv. Cost estimate for each of the three (3) options, including implementation, ongoing maintenance and MDF room.
 - c. Develop a list of other proposed park improvements if construction budget is available.
- 3. Synthetic Turf Options:
 - a. Provide separate technical memorandum which will provide recommendations for a minimum of three (3) synthetic turf field manufacturers' products with the following information:
 - i. Advantages and disadvantages of each product.
 - ii. Cost comparison.
 - iii. Underdrain systems.
 - iv. Irrigation requirements (e.g., water cannons, quick couplers, etc.).
 - v. Permeability/drainage information.
 - vi. Conformance with stormwater regulations.
- 4. Public Outreach:
 - a. Prepare all materials and lead three (3) virtual public meetings, held on weekday evenings to determine specific community needs and requests for the improvements at Lakewood Park.
 - i. Meetings will be a 1-1.5 hour meeting with a set starting and stopping time.
 - ii. For all community outreach meetings, consultant will prepare the outreach flyer, and the City will do the printing and mailing.
 - iii. Cost estimates will be prepared for each concept plan prepared demonstrating that the project is within the allocated construction budget.
 - iv. City staff will be provided all meeting materials three weeks prior to each public meeting in order to review and provide comments.
 - b. Prepare materials for one (1) online survey. The consultant will prepare the

- questions and the City will publish the questionnaire to the City website.
- c. Community Outreach Meeting #1: The initial meeting will be held to gather public input around the required and desired improvements, including a new dog park. Consultant will be responsible for the following tasks.
 - i. Leading the meeting and discussion.
 - ii. Recording notes.
 - iii. Preparation of meeting summary with all public input, including trends of ideas proposed.
 - d. Community Outreach Meeting #2: The second meeting will include presentation of three concept plans to public. Concept plans will be prepared using information from the detailed field review and initial public input. Consultant will be responsible for the following tasks:
 - i. Leading the meeting and discussion.
 - ii. Recording notes.
 - iii. Preparation of meeting summary with all public input, including trends of ideas proposed.
 - e. Community Outreach Meeting #3: The third meeting will be held to present the final concept which incorporates all feedback from the online surveys and previous public outreach meetings. Consultant will be responsible for the following tasks:
 - i. Leading the meeting and discussion.
 - ii. Recording notes.
 - iii. Preparation of meeting summary with all public input, including trends of ideas proposed.
 - f. Parks and Recreation Commission Meeting - Consultant will be expected to provide support to City staff in leading presentation of final concept at one Parks and Recreation Commission meeting, which may be held in-person. Consultant will provide a PowerPoint presentation with the following information:
 - i. Provide 3D model of preferred conceptual design to be incorporated into meeting.
 - ii. Present conceptual plant palette for preferred conceptual design.
 - iii. Provide materials and finishes assumed as part of the preferred conceptual design and costing.
 - g. City Council Meeting - Consultant will be expected to provide support to City staff in leading presentation at one City Council meeting, which may be held in-person. Consultant will provide a PowerPoint presentation with the following information:
 - i. Provide 3D model of preferred conceptual design to be incorporated into meeting.
 - ii. Present conceptual plant palette for preferred conceptual design.
 - iii. Provide materials and finishes assumed as part of the preferred conceptual design and costing.

TASK C. DESIGN DEVELOPMENT

Verde Design will be the Engineer of Record and responsible for the design and preparation of complete plans and technical specifications for the project. As outlined in the Field Review task, Verde Design and the consultant team will perform an adequate field investigation to confirm existing conditions.

All work will be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Consultant will 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 contractors performing surveying work, material testing, inspection, trucking, boring, potholing, concrete deliveries, and temporary service companies who provide workers to prevailing wage contractors (as shown in Exhibit 1: Labor Compliance).

Plans and specifications will 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 will not specify proprietary products or services. Specifications will be prepared in CSI 2020 format.

Verde Design will be responsible for all coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, Building Division, abutting landowners (SESD and SFPUC), and other stakeholders. If a Storm Water Management Plan (SWMP) is required for the project, the consultant will 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.

- A. 30% Submittal: Submit electronic PDF files (and two (2) sets of 30"x42" and one (1) set of 11" x 17" hardcopy plans as an optional service) to the City for review.
1. Review comments and update plans based on input from CC Meeting and City staff.
 2. 30% plans to include:
 - a. Cover sheet
 - b. Site plan with topographic survey background containing the following:
 - i. Major program elements.
 - ii. Circulation pathways.
 - iii. Planting/landscape areas.
 - c. Preliminary details.
 3. Cut sheets for equipment/appurtenances such as site furnishings, skate park components, synthetic turf products, and playground equipment, which may include City Standard Park fixtures.
 4. Documentation of outreach with franchise utility companies, SESD and SFPUC for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities.
 5. Project schedule update.
 6. 30% construction cost estimate.
 7. Coordinate a geotechnical investigation and provide digital/physical copies of the following reports.
 - a. Geotechnical consultant will perform a site investigation and prepare a Phase I Environmental Site Assessment (ESA) documenting any existing contamination for material to be off-hauled, and recommendations for disposal.
 - b. Geotechnical consultant will perform exploratory borings and provide a geotechnical report including recommendations for use in earthwork preparation for playground equipment, new buildings, lighting foundation design and miscellaneous footings and pavement sections.
 8. Coordinate an underground utilities (potholing) investigation:
 - a. Potholing consultant will perform up to (10) exploratory borings and provide a written report on the findings of the underground utilities.
 9. Prepare a brief memorandum of determination of project's CEQA needs.
 10. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit, Including project type and risk level.
 11. Recommendations for staging construction to reduce impact to surrounding

neighborhood users.

12. Table of Contents list for technical specifications (in CSI 2020 format).
13. Provide initial DSA application to secure plan review date.

B. 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 will submit electronic PDF files (and two (2) sets of 30"x42" and one (1) set of 11" x 17" hardcopy plans as an optional service) for Building Division review.

1. 75% Plans: During this submittal, all subcontracted work will be accounted for in this submittal. All project details will have been accounted for, and construction staging/phasing has been included.
2. 75% Plan package will include:
 - a. Cover page.
 - b. Existing conditions plan.
 - c. Accessibility plan.
 - d. Erosion control plan.
 - e. Demolition plan.
 - f. Grading plan.
 - g. Drainage and utilities plan.
 - h. Stormwater control plan.
 - i. Layout plan.
 - j. Material and detail reference plan.
 - k. Irrigation plan.
 - l. Planting plan.
 - m. Construction details.
 - n. Splash pad details.
 - o. Electrical details.
 - p. WiFi design (if applicable).
 - q. Electrical infrastructure/low voltage distribution design.
 - r. Architectural floorplan and details.
 - s. Structural details.
3. 75% specifications (in CSI 2020 format):
 - a. Technical specifications.
 - b. Special provisions, with recommended changes in track changes format. The Special provisions will also include the following:
 - i. Bid item descriptions and measurement and payment provisions.
 - ii. A list of minimum required submittals during construction.
 - iii. List of information available to Bidders, with disclaimer.
 - iv. A table listing all inspections (including any special inspections and materials testing) and associated responsibility.
 - v. A table list of materials requiring warranties, and associated warranty periods.
 4. Project schedule update.
 5. 75% construction cost estimate in the form of the bid schedule.
 6. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
 7. CEQA Exemption documentation suitable for filing at the County Recorder's Office.
 8. The Stormwater Management Plan (SWMP) has been submitted to the City's third-party reviewer (via Building Division).
 9. PG&E Permits are in process.
 10. Preliminary coordination with public artist on possible locations for art.
 11. Other supporting documentation as necessary:
 - i. SWPPP documentation.
 - ii. NOI documentation.
 - iii. Documentation of starting permits necessary for the contractor, calculations or

- reports for Building Department.
 - iv. SWMP preparation in compliance with NPDES C.3 requirements have been incorporated into the project. Consultant will coordinate the SWMP review by third-party for certification.
 - v. Water efficiency design calculations to comply with Sunnyvale Municipal Code 19.37.050 (MWELO).
 - 12. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
 - 13. List of information available to Bidders.
 - 14. 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.
 - 15. Deferred submittals and special inspections have been identified on the plans.
 - 16. Submit 75% Package to DSA for review (assuming access-only review for school site).
- C. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal and necessary permits must be obtained during this stage of the project. Consultant will submit electronic PDF files (and two (2) sets of 30"x42" and one (1) set of 11" x 17" hardcopy plans as an optional service) for Building Division review.
- 1. Peer review will have been accomplished by this stage, with the statement and signature on the cover sheet. The professional will sign, date and seal the following certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:
 - a. "The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."
 - 2. 100% plans will include:
 - a. Cover page.
 - b. Existing conditions plan.
 - c. Accessibility plan.
 - d. Erosion control plan.
 - e. Demolition plan.
 - f. Grading plan.
 - g. Drainage and utilities plan.
 - h. Stormwater control plan.
 - i. Layout plan.
 - j. Material and detail reference plan.
 - k. Irrigation plan.
 - l. Planting plan.
 - m. Construction details.
 - n. Splash pad details.
 - o. Electrical details.
 - p. WiFi design (if applicable).
 - q. Electrical infrastructure/low voltage distribution design.
 - r. Architectural floorplan and details.
 - s. Structural detail.
 - 3. 100% specifications (in CSI 2020 format):
 - a. Reviewed bid instructions.
 - b. Finalized technical specifications.
 - c. Finalized special provisions.
 - 4. Project schedule update.
 - 5. 100% construction cost estimate.

6. Submit 100% plans for DSA backcheck and approval.
7. All permits have been received from PG&E, DSA, SFPUC, etc.
8. Responses to the City's review comments on the 75% submittal, along with return of mark-ups.
9. Coordination with public artist to incorporate any details needed for anchorage of the artwork.
10. Documentation that permits with outside agencies have been finalized and are awaiting pickup (at a minimum, this list includes PG&E and SFPUC).

TASK D. BID PACKAGE

- A. Bid Package: The bid package will be finalized upon incorporation of the City's final comments from the 100% submittal, including incorporation of all Building Division comments.
1. Submit copies and digital format (PDF and native format) of each of the documents listed below:
 - a. One (1) hard copy of full-sized plans (30"x42"), stamped and signed on each sheet by the Engineer of Record and by discipline.
 - b. Provide one (1) digital copy of the specifications.
 - i. Technical specifications (in 2020 CSI format).
 - ii. Cover sheet stamped and signed by all necessary disciplines.
 - c. Final project schedule update.
 - d. Final construction cost estimate.

TASK E. BIDDING SERVICES

- A. Bidding Services:
1. Attend a pre-bid meeting.
 2. 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.
 3. During bidding, all proposers' communications will be directed through the City's Purchasing Officer.
 4. If addenda to bid documents are extensive and are as a result of consultant's work product, conformed documents will be prepared at no expense to the City. City will provide reproduction services.
 5. Assist City in bid evaluation and contractor selection.

TASK F. CONSTRUCTION SUPPORT SERVICES

- A. Construction Support Services: The City's construction management team will have primary responsibility for construction management and inspection. The consultant's point of contact will be the City's construction manager, not the contractor. The following is a minimum list of services and submittals required:
1. Attend and prepare information for one (1) internal handoff meeting from the design team to the construction management team. Consultant will be prepared to address the following:
 - a. Possible construction pitfalls.
 - b. Items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
 2. Attend one (1) pre-construction meeting.
 3. Attend up to five (5) periodic construction progress meetings.
 4. Coordinate with public art artist.
 5. Participate in the final inspection and development of punch lists, including a maximum of two (2) punch lists and site reviews.
 6. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Consultant response to RFIs will be timely in order to avoid construction delays and claims.

7. For project with a building permit, Consultant will 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 will ensure that all changes are in compliance with the applicable codes. Coordinate with the Building Department as necessary.
8. Geotechnical Inspection and testing during construction.
 - a. Underground utilities.
 - b. Subgrade compaction.
 - c. Synthetic turf testing and inspections.
 - i. Chemical treatment observation.
 - ii. Turf base sieve analysis.
 - iii. Turf base laboratory testing.
 - iv. Turf base quarry sampling and testing.
 - v. Turf base site compaction testing.
 - vi. Turf base site infiltration testing.
10. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
11. Review proposed substitutions, if any, for conformance to plans and technical specifications.
12. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
13. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings will be prepared digitally, using AutoCAD. Final Record Drawings will be submitted electronically, in PDF and CAD format.
14. Participate in one (1) "Lessons Learned Meeting" with all parties at the end of the project.
15. Project administration and coordination efforts.

TASK G. OPTIONAL SERVICES

- A. Optional Services: In addition to our fees identified in base services, Verde Design have identified several optional services for consideration.

Construction Observation and Administration

1. Bi-weekly construction and site observations (up to two (2) observations per month for an anticipated 16-month construction timeline).
 - a. Demolition review.
 - b. Underground utilities.
 - c. Rough grading.
 - d. Subgrade conformance for fields.
 - e. Turf base grading conformance.
 - f. Turf base permeability review and testing.
 - g. Athletic field punch list.
 - h. Playground/water feature review.
 - i. Skate park review.
 - j. Dog park review.
2. Electrical service upgrade.
 - a. Engineering design to upgrade existing electrical service to accommodate new loads.
 - b. Coordination with PG&E representatives.
 - c. Prepare PG&E service upgrade application, (if applicable).
 - d. Prepare load calculations and single line diagrams for PG&E.
3. Design and Renovation of existing park buildings (with the exception of the Recreation building) instead of demolishing each and installing prefabricated building.
4. WiFi system design options.
 - a. WiFi system design (blanket coverage).
 - b. WiFi system design (just common areas).
 - c. WiFi system design (park building).

5. Splash pad design incorporating a recirculating pump system.
6. Skate park design for custom site-built skate components and features.
7. Mitigated CEQA Declaration (IS/MND) if exemption status is not feasible.
8. Record of survey.
9. Title report and Title review.
10. DSA Structural Review for School site improvements.
11. Printed copies of 30"x42" drawings and 11"x17" drawings for 30%, 75%, and 100% submittals.

B. Owner provided items:

1. Services or information required from the City:
 - a. Improvement plans or as-builts for utilities servicing the site.
 - b. Record plans for recent projects occurring on the site.
 - c. Applicable City standards and guidelines.
 - d. City specifications, details, and electronic title block.

C. Special Provisions:

2. Without attempting to be all-inclusive, and for purposes of clarity, the following items are specifically not included in the Scope of Services:
 - a. Meetings other than those listed in the Scope of Work.
 - b. Additional renderings or presentations beyond what is listed in the Scope of Work.
 - c. 3D graphics other than those listed in the Scope of Work.
 - d. Mechanical, electrical, plumbing, or fire alarm design and associated Title-24 compliance documentation for the restroom building - It is assumed that the restroom building will be a pre-fabricated modular buildings with a single point of connection for power.
 - e. Surveillance camera, sound system, projection (movie viewing), and security system design.
 - f. Off-site improvements – streets, traffic lights, and utility runs.
 - g. SWPPP testing and inspection during construction (QSP services).
 - h. Geotechnical liquefaction testing – available upon request.
 - i. Construction and agency (DSA, SFPUC, City of Sunnyvale) Application/Permit fees associated with the project.
 - j. Design for areas not identified in the project understanding.
 - k. Well, lift station or booster pump design.
 - l. Modifications to existing buildings.
 - m. Prequalification selection process for contractors or materials.
 - n. Separate bid packages, phasing, or construction sequence implementation beyond what is proposed.

IV. Available Documents

The list below is available for information only.

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
 - Lakewood Park, Stage 1, PR-60-3
 - Lakewood Park, Stage 2, PR-62-12
 - Lakewood Park Half Street Improvements, ST-59-36
 - DeAnza & Lakewood Park Turf Renovation, PR-83-7
 - Lakewood Park Picnic Area Renovation, PR-92-1
 - Lakewood Park and School Athletic Fields Renovation, PR-95-9
 - Improvements to Lakewood Park, PR-01-04-04
 - Restroom Remodeling for Ortega, Lakewood, and Braly Parks, PR-95-6
- Utility block maps for City sanitary sewer, storm drain are available on the City's website. City staff will provide water facilities block maps as necessary.
<https://www.sunnyvale.ca.gov/city-services/online-services/maps-and-gis/utility-maps>

- Bench marks 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/1604/637820851909500000>
Specifications:
<https://www.sunnyvale.ca.gov/home/showpublisheddocument/1606/637820851912670000>

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

- GIS data for property lines, street center lines, and one (1) foot contours
- Aerial photographs from 2015 (ArcGIS format)
- City standard plan cover sheet

V. Reimbursable Expenses and Markups

For preparation of the cost proposal template and invoicing during the project, no markups shall be allowed on reimbursable expenses and the maximum markup on each subconsultant shall be 5%.

Additional optional services, if any, are welcomed, and may be included as separate line items in the cost proposal.

Attachment B: Park Renovations List

- Demolish the existing recreation building.
- Replace athletic field grass with synthetic turf.
- Renovate existing athletic field lighting for soccer/baseball to Musco "Green" or equivalent. Add additional poles/fixtures to complete the field lighting and have remote operation capability.
- Renovate existing sports court lighting to Musco "Green" or equivalent, with remote operation capability.
- Provide a walking pathway/delineation between the City and School District owned properties.
- Replace all playground equipment and renovate the areas to current standards, and in accordance with the requirements of the AIPG grant. The playground design must include elements that make the playground accessible not only to the 10% of those with disabilities in wheelchairs, but also to the 90% of those with disabilities who are not in wheelchairs. The design must include elements to address the needs of people with Autism Spectrum Disorder, Sensory Challenges, Visual and Auditory Impairments, Cognitive, Developmental and Physical Disabilities. The Project must include a design that goes above and beyond minimum standards set by the Americans with Disabilities Act, to ensure that seniors, children and parents with disabilities can truly make use of the playground.
Remove concession shack and replace with modular restroom/concession building combination, if not renovated
- Existing restroom by picnic area to be replaced with a new modular restroom/parks maintenance building combination, if not renovated
- Pathway lighting to be updated with LED standard
- Retrofit existing electrical panel and connection to PG&E service
- New dog park.

Exhibit A-1 Project Schedule

ID	Task Name	Duration	Start	Finish
1	Task A: Project Management	604 days?	Tue 9/20/22	Thu 1/9/25
2	Manage projects schedule and consultant's project budget	604 days?	Tue 9/20/22	Thu 1/9/25
6	Prepare and update project schedule in Gantt format	604 days?	Tue 9/20/22	Thu 1/9/25
9	Provide internal quality assurance/quality control	604 days?	Tue 9/20/22	Thu 1/9/25
17				
18				
19	Task B: Preliminary Design	101 days?	Tue 9/20/22	Mon 2/6/23
20	Project Start-up/Field Review	101 days?	Tue 9/20/22	Mon 2/6/23
21	Project Start-up	3 days	Tue 9/20/22	Thu 9/22/22
22	Establish file and in-house documentation	2 days	Tue 9/20/22	Wed 9/21/22
23	Receive all available data, maps, reports, etc.	2 days	Tue 9/20/22	Wed 9/21/22
24	Obtain City documents related to site and other requirements	3 days	Tue 9/20/22	Thu 9/22/22
25	Review of existing as-built information provided by the City	3 days	Tue 9/20/22	Thu 9/22/22
26	Review plans for the new Branch Library	3 days	Tue 9/20/22	Thu 9/22/22
27	Coordinate City-provided GIS maps, title reports, benchmarks	3 days	Tue 9/20/22	Thu 9/22/22
28	Update and provide input on milestone schedule	3 days	Tue 9/20/22	Thu 9/22/22
29	Kick-off Meeting	3 days	Fri 9/23/22	Tue 9/27/22
30	Meet with City Staff to identify roles and responsibilities	1 day	Fri 9/23/22	Fri 9/23/22
31	Review existing site plan, park improvements, design intent	3 days	Fri 9/23/22	Tue 9/27/22
32	Review project's goals and objectives	3 days	Fri 9/23/22	Tue 9/27/22
33	Review proposed park program	3 days	Fri 9/23/22	Tue 9/27/22
34	Review plans for the new Branch Library	3 days	Fri 9/23/22	Tue 9/27/22
35	Preliminary Design	25 days	Wed 9/28/22	Tue 11/1/22
36	Field review of Lakewood park	20 days	Wed 9/28/22	Tue 10/25/22
37	Visit the project site to walk project area with City Staff	1 day	Wed 9/28/22	Wed 9/28/22
38	Provide Technical Memorandum	20 days	Wed 9/28/22	Tue 10/25/22
39	Concept Plans	25 days	Wed 9/28/22	Tue 11/1/22
40	Each concept plan shall include the following	25 days	Wed 9/28/22	Tue 11/1/22
41	Preliminary cost estimates	25 days	Wed 9/28/22	Tue 11/1/22
42	Incorporation of all items listed in Appendix 2 Park Renovation list	25 days	Wed 9/28/22	Tue 11/1/22
43	Recommendations from the conditions assessment	25 days	Wed 9/28/22	Tue 11/1/22
44	Permanent fencing around the artesian spring area	25 days	Wed 9/28/22	Tue 11/1/22
45	Wifi Memorandum	25 days	Wed 9/28/22	Tue 11/1/22
46	Blanket coverage	25 days	Wed 9/28/22	Tue 11/1/22
47	Coverage in common areas only	25 days	Wed 9/28/22	Tue 11/1/22
48	Coverage in park building only	25 days	Wed 9/28/22	Tue 11/1/22
49	Cost estimate for each of the three options	25 days	Wed 9/28/22	Tue 11/1/22
50	List of other proposed park improvements if construction budget is available.	25 days	Wed 9/28/22	Tue 11/1/22
51	Synthetic Turf Options	25 days	Wed 9/28/22	Tue 11/1/22
52	Technical memorandum of min three synthetic turf field manufacturers' products with the following:	25 days	Wed 9/28/22	Tue 11/1/22
53	Public Outreach	60 days?	Wed 9/28/22	Mon 12/19/22
54	Prepare materials and lead outreach meeting		Wed 9/28/22	
55	Community Outreach Meeting #1	15 days	Wed 9/28/22	Tue 10/18/22
56	Outreach flyer	10 days	Wed 9/28/22	Tue 10/11/22
57	Provide all materials 3 weeks prior for City review	15 days	Wed 9/28/22	Tue 10/18/22
58	Prepare questions for online survey	10 days	Wed 10/5/22	Tue 10/18/22
59	Community Outreach Meeting #2	25 days	Wed 10/19/22	Tue 11/22/22

The Gantt chart visualizes the project tasks and their durations over time. The timeline spans from September 2022 to February 2023. Tasks are represented by horizontal bars indicating their start and end dates. Key features include:

- Task A: Project Management** (Tasks 1-9) runs from September 20, 2022, to January 9, 2025.
- Task B: Preliminary Design** (Tasks 19-59) runs from September 20, 2022, to February 6, 2023.
- Dependencies:** Arrows indicate task dependencies, such as Task 21 (Project Start-up) depending on Task 20 (Project Start-up/Field Review), and Task 53 (Public Outreach) depending on Task 52 (Technical memorandum).
- Color Coding:** Bars are color-coded by task type or phase, with blue representing preliminary design tasks and green representing project management tasks.

Project: Lakewood Park Enhanc
 Date: Mon 8/29/22

Task		Summary		Inactive Milestone		Duration-only		Start-only			External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only			Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks			Progress			

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Exhibit B Compensation Schedule

City of Sunnyvale Attachment C
Proposal for: Lakewood Park Renovation and Enhancement
Verde Design, Inc.

Tasks		Labor									Subconsultants													ODCs	Total
Task #	Task Description (Change task titles as detailed in the scope of work)	Project Designer	Project Manager III	Project Manager IV	Principal	Title	Title	Title	Total Hours	Total Labor Costs	Electrical	Architectu ral	Survey	Geotech	Water Play Design	Structural	Arborist	Environme ntal	Irrigation Mapping	Potholing	Lead and Asbestos Testing	Skate Park Design	Other Direct Costs	Total Fee	
		Daniel Correia	Pat Healy	Jaime Wallis	Mark Baginski	Name	Name	Name			SOBE	SOBE	Kier and Wright	Earth Systems	Aquatic Design Group	AKH	Hortscienc e	DJ Powers	RMA	BESS	Al Clancy	Wormhou dt			
		\$160	\$220	\$240	\$255	\$100	\$100	\$100			LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS			
A	Project Management	0	160	16	80	-	-	-	256	\$59,440	-	-	-	-	-	-	-	-	-	-	-	-		\$59,440	
B	Preliminary Design and Community Outreach	300	280	4	120				704	\$141,160	\$21,000		\$41,475		\$7,875		\$7,413		\$3,925		\$7,036	\$8,369	\$250	\$238,503	
C	Design Development																							\$0	
1	30 % Design	220	180	0	60				460	\$90,100	\$38,745	\$5,061		\$30,975	\$1,890			\$13,725		\$40,708		\$2,352	\$500	\$224,056	
2	75% Design	300	290	40	100				730	\$146,900	\$38,745	\$10,122			\$3,780	\$14,645			\$3,150				\$3,500	\$220,842	
3	100% Design	260	210	30	80				580	\$115,400	\$51,660	\$10,122			\$5,040	\$8,272							\$750	\$191,244	
D	Bid Package	60	45	0	40				145	\$29,700	\$3,150	\$2,100			\$630	\$5,000							\$500	\$41,080	
E	Bidding Services	40	40	0	30				110	\$22,850						\$1,378								\$24,228	
F	Construction Support Services	215	250	0	140				605	\$125,100	\$42,600	\$7,485		\$79,485	\$6,760	\$7,770	\$1,680							\$270,880	
	Proposal Subtotal	1395	1455	90	650	0	0	0	3590	\$730,650	\$195,900	\$34,890	\$41,475	\$110,460	\$25,975	\$37,065	\$9,093	\$13,725	\$7,075	\$40,708	\$7,036	\$10,721	\$5,500	\$1,270,273	
	Optional Services																								
1	Bi-weekly construction and site observations (2) observations per month for an anticipated 16-month construction timeline	80	96	-	80	-	-	-	256	\$54,320	-	-	-	-	-	-	-	-	-	-	-	-	-	\$54,320	
2	Electrical Service Upgrade	-	-	-	-	-	-	-	0	\$0	\$13,125	-	-	-	-	-	-	-	-	-	-	-	-	\$13,125	
3	Building Assessment/Programming of Existing Buildings	-	-	-	-	-	-	-	0	\$0	\$35,700	-	-	-	-	-	-	-	-	-	-	-	-	\$35,700	
4	WiFi Design options	-	-	-	-	-	-	-	0	\$0	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0	
a	Wi-Fi System (Blanket Coverage)	-	-	-	-	-	-	-	0	\$0	\$67,200	-	-	-	-	-	-	-	-	-	-	-	-	\$67,200	
b	Wi-Fi System (Just Common Areas)	-	-	-	-	-	-	-	0	\$0	\$63,000	-	-	-	-	-	-	-	-	-	-	-	-	\$63,000	
c	Wi-Fi System (Park Building)	-	-	-	-	-	-	-	0	\$0	\$56,700	-	-	-	-	-	-	-	-	-	-	-	-	\$56,700	
5	Recirculation water feature design	-	-	-	-	-	-	-	0	\$0		-	-	-	\$8,400	-	-	-	-	-	-	-	-	\$8,400	
6	Skate Park Design for Custom site-built components	-	-	-	-	-	-	-	0	\$0	-	-	-	-	-	-	-	-	-	-	-	\$39,821	-	\$39,821	
7	Mitigated CEQA declaration (IS/MND)	-	-	-	-	-	-	-	0	\$0	-	-	-	-	-	-	-	\$33,429	-	-	-	-	-	\$33,429	
8	Record of Survey	-	-	-	-	-	-	-	0	\$0	-	-	\$6,090	-	-	-	-	-	-	-	-	-	-	\$6,090	
9	Title Report and Review	-	-	-	-	-	-	-	0	\$0	-	-	\$6,825	-	-	-	-	-	-	-	-	-	-	\$6,825	
10	DSA Structural Review	-	-	-	-	-	-	-	0	\$0	-	-	-	-	-	\$6,300	-	-	-	-	-	-	-	\$6,300	
	Total Optional Services	80	96	0	80	0	0	0	256	\$54,320	\$235,725	\$0	\$12,915	\$0	\$8,400	\$6,300	\$0	\$33,429	\$0	\$0	\$0	\$39,821	\$0	\$390,910	
	Total Including Optional Services	1,475	1,551	90	730	0	0	0	3,846	\$784,970	\$431,625	\$34,890	\$54,390	\$110,460	\$34,375	\$43,365	\$9,093	\$47,154	\$7,075	\$40,708	\$7,036	\$50,542	\$5,500	\$1,661,183	
	Notes:																								
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Exhibit C

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/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 Consultant, his agents, representatives, or employees.

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

1. **Commercial General Liability:** \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease. This policy must be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.

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

☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.

☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five-year extended reporting clause.

☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence

☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants

☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

Deductibles and Self-Insured Retentions:

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

Other Insurance Provisions:

The general liability and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall

contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

6. 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 CONSULTANT'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, whichever is greater.

Acceptability of Insurers:

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

Verification of Coverage:

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

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

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.