

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF
SUNNYVALE AND BRAD COX, ARCHITECT, INC. FOR FAIR OAKS PARK
RECREATION RENOVATION AND SKATEPARK LIGHTING PROJECT**

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

WHEREAS, CITY desires to secure professional services necessary for the Fair Oaks Park Recreation Renovation and Skatepark Lighting Project; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

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

2. Notice to Proceed/Completion of Services

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

3. Project Schedule

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

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase, and shall include base services as identified in Tasks 1-9 in Exhibit "B" an amount not-to-exceed One Hundred Sixty Eight Thousand Four Hundred Seventy Seven and No/Dollars (\$168,477.00) for the duration of the contract, and optional services as identified in tasks A-D in Exhibit "B" in an amount not to exceed Thirty Three Thousand Five Hundred Thirty Four and No/Dollars (\$33,534.00) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Two Thousand Eleven and 30/100 Dollars (\$202,011.30) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall become property of CITY following payment in-full for the Services performed by the CONSULTANT, 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 or modification made of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

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

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

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

To CONSULTANT: Brad Cox, Architect, Inc.
Attn: Brad Cox
1155 Meridian Ave. Suite 208
San Jose, CA 95125

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or

obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

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

22. California Agreement

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

23. Records, Reports and Documentation

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

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. 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.

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.

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

BRAD COX, ARCHITECT, INC. ("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit “A”

SCOPE OF WORK FOR Fair Oaks Park Recreation Building Renovation and Skatepark Lighting PR-15-06

I. General

The City of Sunnyvale is seeking proposals from licensed Architectural firms to provide professional services for design and preparation of bid documents and construction support for the Fair Oaks Park Recreation Building Renovation and Skatepark Lighting 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 public outreach, hazardous materials determination, construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

II. Project Information

A. Description

This project is comprised of two components.

The first component is to renovate the existing recreation building located on the westerly side of the park. Renovations will include bringing the facility up to compliance for accessibility, and upgrading the restroom fixtures and single-pane windows for energy and water efficiency. Finishes such as flooring, wall coverings, and painting are to be modernized with new materials that are easily maintained. The interior configuration of the building is to remain largely the same, except that the storage space on the westerly side of the building is to be enlarged to be deeper and with taller door openings to accommodate folding table storage. Dual-access to the restrooms (accessible from both interior and exterior with locking doors) and small kitchenette shall remain. Maintenance concerns such as window locking mechanisms, drinking fountain reliability, and dry rot in glulam beams and fascia boards shall be addressed. Lack of adequate HVAC shall be addressed. All renovation work to the recreation building shall be within the existing footprint; expansion is not a part of this project's scope.

The second component is to renovate the existing skate park to include LED or other energy efficient exterior lighting for the facility in the evenings. The lighting system should have the capability to be both button-initiated and connected to a timer system with auto shut-on/off at a predetermined time. Illumination levels shall be designed in accordance with standards set in the “Recommended Practice for Sports and Recreational Area Lighting,” RP-6.

B. Location

Fair Oaks Park is located just east of where Fair Oaks Avenue, North Wolfe Road, and Maude Avenue converge. The multipurpose building is located within the center third of the park, on the westerly edge of the site. The skate park is located along the southerly edge of the park site. Please see Attachment 4, Location Map.

C. Background & Existing Conditions

This park site will undergo a complete renovation over several phases.

The first phase of the project is to rehabilitate the parking lot, add in a new satellite restroom near the skatepark, and renovate existing turf landscaping to drought tolerant species. The first phase is not a part of this project, but is under construction with an anticipated completion date of June 2016.

The scope of this project is comprises the second phase. This phase of the project is funded through a Housing Related Parks Program Grant. All funds (including construction) must be expended by June 30, 2017. No extensions to the grant funding are provided.

The skate park does not have existing lighting. The Phase 1 project will assume procurement of a new electrical service and panel design within their scope. Phase 1 Consultant may explore the idea of obtaining power for the new skatepark system from the existing athletic field lighting system. The Phase 1 Consultant shall complete the necessary field studies and testing of the electrical system to make this determination.

The existing recreation building was re-roofed with composition tile in 1993. The building has not experienced any leaks, however, the roof shall be surveyed to ensure its adequacy and to estimate remaining life expectancy. A mural will be installed on the front wall of the building (facing Wolfe/Fair Oaks) this summer. This mural must be protected and remain intact during construction operations.

The sewer laterals between the street and the Restroom Building will be replaced as part of this project.

The path of travel between the new Phase 1 parking lot and the Recreation Building will be upgraded as part of this project. The base services will include topographical survey to assess the need. Optional Services C and D describe a possible fee range for this work. This will be identified and added to the contract upon Completion of Task 2, Preliminary Design and Survey Work.

III. Consultant Scope of Services

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

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

A. Project Management

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the consultant is expected to regularly communicate with the city's project manager via email, progress calls, or meetings, and prepare action item logs for subsequent follow-up. This city has communicated an emphasis on the use of email as a primary mode of project correspondence. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project, or similar, software. Three weeks for each City review shall be included. Schedule

updates shall be provided at all progress meetings. *The schedule for this project must be closely monitored to ensure compliance with grant deadline dates. Schedules must include 3 months for advertise/bidding/Council award of projects, and take into account Building Division review and PG&E permitting time.*

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

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

E-Builder license and training: The City will require the selected consultant to use e-Builder™ ASP software and protocols included in that software during this project. The City will provide one license for Consultant. The City will provide a 4 hour training session on E-Builder for the Consultant's Project Manager. E-Builder software shall be utilized for all project management documentation and correspondence.

B. Preliminary Design

Consultant shall mobilize the team, gather existing documentation, hard copy and soft copy, and assemble the existing documents in a format to become useful as base information on the project. This mobilization period will be simultaneous to the Project kickoff meeting conducted by the City.

Consultant shall provide topographical survey work in order to assess the path of travel between the newly completed Phase 1 parking lot improvements and the Park building. This survey will also locate the sewer laterals and their approximate connection points to the main sewer lines.

C. Design Development

As part of the first 30% Submittal, Consultant shall determine and document: 1) existing condition of the recreation building roof structure and 2) existing electrical conditions/availability and capacity for skatepark lighting. This memorandum shall make recommendations for any roof repairs and/or replacement and necessary upgrades/new equipment necessary for the skate park lighting. Anticipated construction costs for each recommendation shall be provided within the memo. Consultant shall anticipate one round of City comments before finalizing the design direction. This design direction will be documented in the ensuing design phase.

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

All work is to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Consultant shall incorporate "green"

building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

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

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

1. 30% Submittal: Submit five (5) sets of 24" x 36" hardcopies.
 - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details.
 - b. Cut sheets for equipment/appurtenances
 - c. Two colors/materials options for recreation building renovations, keeping in mind the park theme of "Old English". Initially, these will be loose samples while under review. If required, they will then be mounted onto boards, once finalized.
 - d. Documentation of outreach with utility companies new or adjusted services as a result of project activities
 - e. Project schedule update
 - f. 30% construction cost estimate
 - g. Hazardous Materials report with information regarding presence of lead or asbestos within the recreation building.
 - h. Photometric analysis of the skate park lighting. Lighting must be designed for both security and safety (consistent lighting across the skate area, with no to minimal shadows).
 - i. Table of Contents list for technical specifications.
2. 75% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit five (5) sets of 24" x 36" hardcopies to Engineering. Building Division may require up to an additional five (5) sets of plans for their review.
 - a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
 - b. 75% specifications:
 - Technical specifications

- Special provisions, with recommended revisions in track changes format, to include the following:
 - Bid item descriptions and measurement and payment provisions
 - A list of minimum required submittals during construction
 - List of information available to Bidders, with disclaimer
 - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - A table list of materials requiring warranties, and associated warranty periods
 - c. Project schedule update
 - d. 75% construction cost estimate in the form of the bid schedule
 - e. Utility conflicts have been resolved/permits obtained or a timeline for resolution of issues has been determined.
 - f. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
 - g. Other supporting documentation as necessary, including backup documentation as required by the Building Division.
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit five (5) sets of 24" x 36" hardcopies to Engineering. The Building Division may require up to an additional five (5) sets of plans for their review.
- 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 Engineer of Record, and that appropriate corrections have been made."
 - b. 100% specifications
 - Reviewed bid instructions
 - Finalized special provisions including required submittals
 - Finalized technical specifications
 - c. Project schedule update
 - d. 100% construction cost estimate
 - e. Responses to the City's review comments on the 75% submittal, along with return of mark-ups.
 - f. Other supporting documentation as necessary

D. Bid Package

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

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

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

E. Bidding Services

Consultant will 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.

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

F. Construction Support Services

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

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

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting.
3. Attend up to five (5) periodic construction progress meetings.
4. Participate in the final inspection and development of punch lists.
5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).

9. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
10. Participate in the “Lessons Learned Meeting” with all parties at the end of the project.

IV. Available Documents

The list below is available for information only.

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
 - PR67-5: Fair Oaks Park
 - PR-01/05-02: Skate Park
 - PR79-10: Recreation Building Modifications
- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary.
<http://sunnyvale.ca.gov/Departments/PublicWorks/UtilityMaps.aspx>
- Bench marks for vertical control are listed on the City's website:
<http://sunnyvale.ca.gov/Departments/PublicWorks/BenchMarks,RecordMapsandRecordDrawings.aspx>
- City standard specifications and details are available on the City's website:
<http://sunnyvale.ca.gov/Departments/PublicWorks/CityStandardDetailsandSpecifications.aspx>

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

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

Optional services shall include:

1. Optional Services A: Seismic Upgrade of Building – following the assessment of the structural integrity of the existing building in Task 3: 30% Design Development, the inclusion of Optional Services A will be considered.
2. Optional Services B: Pathway lighting connecting the recreation building and skatepark.
3. Optional Services C or D: Following assessment of the existing path of travel from the survey work completed in Task 2: Preliminary Design and Survey, the amount of rework to the existing Path of Travel will be determined. It is expected that the resulting effort for this will range from \$0 (no work needed) to:
 - Optional Services C: Minor Path of Travel Upgrade
 - Optional Services D: Major Path of Travel Upgrade

Fair Oaks Park Recreation Renovation and Skatepark Lighting Project

Thu 1/28/16

ID	Task Mode	Task Name	Duration	Start	Finish
1	[Icon]	Phase 1 - Project Management	347 days	Tue 2/23/16	Fri 6/30/17
2	[Icon]	City Council Approval	1 day	Tue 2/23/16	Tue 2/23/16
3	[Icon]	Manage Project Schedule	346 days	Wed 2/24/16	Fri 6/30/17
4	[Icon]	Manage Project Budget	346 days	Wed 2/24/16	Fri 6/30/17
5	[Icon]	Project Meetings	346 days	Wed 2/24/16	Fri 6/30/17
6	[Icon]				
7	[Icon]	Phase 2 - Preliminary Design, Survey, Path of Travel Assessment	30 days	Wed 2/24/16	Tue 4/5/16
8	[Icon]	Preliminary Data Gathering, Site Visits, Assessment	10 days	Wed 2/24/16	Tue 3/8/16
9	[Icon]	Topographical Survey Work	10 days	Wed 2/24/16	Tue 3/8/16
10	[Icon]	Assessment of Existing Path of Travel	5 days	Wed 3/9/16	Tue 3/15/16
11	[Icon]	Recommendations of Path of Travel work	5 days	Wed 3/16/16	Tue 3/22/16
12	[Icon]	City Defines Path of Travel Work and Authorizes Add Service	10 days	Wed 3/23/16	Tue 4/5/16
13	[Icon]				
14	[Icon]	Phase 3 - 30% Design Development	45 days	Wed 3/9/16	Tue 5/10/16
15	[Icon]	Design Period for 30% Set	30 days	Wed 3/9/16	Tue 4/19/16
25	[Icon]	City Review Period	15 days	Wed 4/20/16	Tue 5/10/16
26	[Icon]				
27	[Icon]	Phase 4 - 75% Design Development	60 days	Wed 4/20/16	Thu 7/14/16
28	[Icon]	Design Period for 75% Set	45 days	Wed 4/20/16	Wed 6/22/16
35	[Icon]	City Review Period	15 days	Thu 6/23/16	Thu 7/14/16
36	[Icon]				
37	[Icon]	Phase 5 - 100% Design Development	65 days	Thu 6/23/16	Fri 9/23/16
38	[Icon]	Design Period for 100% Set	60 days	Thu 6/23/16	Fri 9/16/16
45	[Icon]	City Review Period	5 days	Mon 9/19/16	Fri 9/23/16
46	[Icon]				
47	[Icon]	Phase 6 - Final Design - Bid Package	10 days	Mon 9/19/16	Fri 9/30/16
48	[Icon]	Design Period for Final Design - Bid Set	10 days	Mon 9/19/16	Fri 9/30/16
53	[Icon]	Submit Bid Package to City	0 days	Fri 9/30/16	Fri 9/30/16
54	[Icon]				
55	[Icon]	Phase 7 - Bid Support Services	49 days	Mon 10/3/16	Tue 12/13/16
56	[Icon]	City Prepares to Advertise Bid - 1.5 weeks, per city memo	7.5 days	Mon 10/3/16	Wed 10/12/16
57	[Icon]	Advertisement of Bid Period - 2.5 weeks, per city memo	12.5 days	Wed 10/12/16	Fri 10/28/16
58	[Icon]	Opening of Bids and Council Award - 30 days, per city memo	29 days	Mon 10/31/16	Tue 12/13/16
59	[Icon]				
60	[Icon]	Phase 8 - Construction Phase Support Services	110 days	Wed 12/14/16	Wed 5/17/17
61	[Icon]	Contractor Mobilization	20 days	Wed 12/14/16	Wed 1/11/17
62	[Icon]	Estimated 4.5 Month Construction Period	90 days	Thu 1/12/17	Wed 5/17/17
63	[Icon]	Planned Completion	0 days	Wed 5/17/17	Wed 5/17/17
64	[Icon]				
65	[Icon]	Schedule Contingency	32 days	Thu 5/18/17	Fri 6/30/17

Qtr 1, 2016
Jan

Feb

Mar

Qtr 2, 2016
Apr

May

Jun

Qtr 3, 2016
Jul

Aug

Sep

Qtr 4, 2016
Oct

Nov

Dec

Qtr 1, 2017
Jan

Feb

Mar

Qtr 2, 2017
Apr

May

Jun

Qtr 3, 2017
Jul




















Project: Fair Oaks Park Recreation Date: Thu 1/28/16	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Exhibit B - Compensation Schedule

Tasks		Labor							Subconsultants						ODCs	Total
Task #	Task Description	Principal	Architect	Job Captain	Designer	Designer	Total Hours	Total Labor Costs	Structural Engineering	MPE	Hazardous Materials	Cost Estimating	Specification	Civil Engineer	Other Direct Costs	Total Fee
		Brad Cox	Jim Allen-Young	Holman Vilchez	Marcie MacDonough	Jeff Biby			EDYU Inc.	AlfaTech	VBA, Inc.	TBD Consulting	Linda Stansen	MH Engineering		
		\$145	\$135	\$125	\$115	\$115			Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS		
1	Project Management	60	2	16	2	2	82	\$11,430								\$11,430
2	Preliminary Design: Survey, Path of Travel Assessment	16		16			32	\$4,320						\$4,290		\$8,610
3	30 % Design	24	8	66			98	\$12,810	\$2,000	\$3,510	\$4,100	\$3,500	\$1,000	\$550		\$27,470
4	75% Design	16	12	64	9		101	\$12,975	\$2,000	\$4,050		\$4,400	\$2,500	\$1,100		\$27,025
5	100% Design	14	12	60	20	18	124	\$15,520	\$2,000	\$4,725		\$6,200	\$2,500	\$1,650		\$32,595
6	Final Submittal	12	6	36	16	16	86	\$10,730	\$2,000	\$6,075		\$2,000		\$1,650		\$22,455
7	Bid Support	8		6			14	\$1,910	\$500	\$1,215				\$550		\$4,175
8	Construction Phase Support Services	22	4	78			104	\$13,480	\$2,000	\$11,340				\$2,200		\$29,020
9	Allowance for Reimbursable Expenses / ODCs, currently factored at 3.5% of Proposed Services for Tasks 1-8														\$5,697	\$5,697
	Proposal Subtotal	172	44	342	47	36	641	\$83,175	\$10,500	\$30,915	\$4,100	\$16,100	\$6,000	\$11,990	\$0	\$168,477
	Optional Services and Expenses															
A	Seismic Upgrade of Building	4	-	8	-	-	12	\$1,580	\$5,940	-	-	-	-	-	\$263	\$7,783
B	Pathway Lighting	4	-	8	-	-	12	\$1,580	-	\$4,400	-	-	-	-	\$209	\$6,189
C	Minor Path of Travel Upgrade pending Survey	8	-	16	-	-	24	\$3,160	-	-	-	-	-	\$2,750	\$207	\$6,117
D	Major Path of Travel Upgrade pending Survey	12	-	24	-	-	36	\$4,740	-	-	-	-	-	\$8,250	\$455	\$13,445
	Total Optional Services	28	0	56	0	0	84	\$11,060	\$5,940	\$4,400	\$0	\$0	\$0	\$11,000	\$1,134	\$33,534
	Total Including Optional Services and Expenses	200	44	398	47	36	725	\$94,235	\$16,440	\$35,315	\$4,100	\$16,100	\$6,000	\$22,990	\$1,134	\$202,011.30
	Notes:															
1	After the survey work is completed in Task 2, the extent of Path of Travel Upgrades will be revealed. It is expected that this work will fall somewhere in the range between Optional Services Item C-D (not both).															
2																
3																
4																

EXHIBIT "C"
INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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