

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND
CALLANDER ASSOCIATES FOR DESIGN AND CONSTRUCTION SUPPORT
SERVICES
FOR PLAZA DEL SOL II**

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

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Plaza del Sol II; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

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

2. Notice to Proceed/Completion of Services

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

3. Project Schedule

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

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as

provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Three hundred seventy-three thousand, seventy dollars and 00/100 dollars \$373,070.00 unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and

knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. 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

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: CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE INC.
Attn: Brian Fletcher
2025 Gateway Place, Suite 285
San Jose, CA 95110

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

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

23. Records, Reports and Documentation

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

24. Termination of Agreement

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause.

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

CALLANDER ASSOCIATES
LANDSCAPE ARCHITECTURE, INC
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

SCOPE OF WORK

Items shown in ***boldface italics*** are documents that we would prepare as part of our tasks.

1.0 PROJECT INITIATION

- 1.01 **Start-Up Meeting:** Attend an initial meeting with City staff to review and discuss the master plan, project goals and objectives, design program, standards, schedule, and budget. Identify any areas of desired design refinements. Review current status of proposed adjacent developments and identify available plans not already in team's possession. Prepare ***agenda*** and ***meeting summary***.
- 1.02 **Project Schedule:** Prepare a ***project schedule*** in MS Project for the City's review. Update periodically as unforeseen changes occur.
- 1.03 **Document Review:** Review any new information provided during the start up meeting. The team is already familiar with garage and phase one as-built drawings.
- 1.04 **Topographic Survey:** It is true that phase one plaza as-built plans are available but we recommend obtaining a new topographic survey of existing conditions due to the need for highly accurate grades as a basis for phase two improvements. JMH Weis to prepare a topographic survey of the entire site. Information to include contours at one-foot intervals, building locations and spot elevations at edges, top of walls and stairs, existing tree locations and sizes, surface materials, surface and subsurface utility information based on record information. Submit electronic topographic survey in AutoCAD.
- 1.05 **Site Reconnaissance:** Conduct site reconnaissance with topographic survey in hand to confirm grades, on-site utilities, vegetation, edge conditions, and site access. Photo document existing conditions and compile images for studio purposes.
- 1.06 **Utility Confirmations:** Initiate outreach to utility purveyors and determine points of connections along with any possible conflicts. Identify locations and process on 30% submittal documents.
- 1.07 **Structural Investigation:** Review as built drawings for the garage and phase one plaza improvements. Evaluate potential impacts of proposed phase two improvements and structural implications. Perform site visit and conditional assessment of existing conditions. Prepare ***summary memo*** of findings and highlight proposed approach.
- 1.08 **Basis of Design:** Based upon our discussions, code review, preliminary calculations and findings prepare a Basis of Design memorandum (BOD) to describe project approach, codes of compliance and proposed analysis methodology. Will include multi-disciplinary design objectives and describe any refinements and/or modifications of the approved concept plan for review and approval prior to proceeding with the design development submittal. This document will be a living document as the project evolves and act as the roadmap for the design and will be included in the calculation package.

2.0 DESIGN DEVELOPMENT

- 2.01 Design Development Submittal - 30% Submittal: Based on input received from above, proceed to develop construction documents to 30% level of completion. Plans will be prepared in AutoCAD and adhere to City standards. Submit PDF digital copy and 1 set of 24" x 36" and 1 set of 11" x 17" hardcopies as an optional service. ***Design development submittal*** shall include:

- a. Construction documents to a 30% level of completion including;
 - cover sheet
 - demolition plan
 - concept level grading plans including points of connection (It is anticipated that drainage/piping improvements will be handled within the topping slab and not within the interior of the garage. If it is determined that penetrations are required and piping will be required to run within the interior of the garage then by code we will have to retain a plumbing engineer to design those improvements as an additional service.)
 - site construction plans (indicating location of improvements and materials)
 - preliminary irrigation plans (points of connection, mainline runs, and materials)
 - preliminary planting plans (plant list and tree locations)
 - construction details
 - preliminary structural details and plans
 - preliminary electrical plans (points of connection, conduit runs, and materials)
- b. technical specification outline and table of contents (it is assumed that technical specifications will be prepared in CSI format)
- c. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities.
- d. Documentation of PG&E coordination for necessary electrical and gas applications/permits.
- e. Project schedule update.
- f. 30% construction cost estimate.
- g. It appears, based on the current project description that the project would meet the requirements of Article 19, Categorical Exemptions under CEQA. The project would be considered to be minor improvements to an existing public facility, involving negligible expansion of the existing use. It includes minor alterations to land, especially since the plaza is constructed over an existing parking garage. The project would also be considered to be a Class 32 in-fill development.
- h. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.

2.02 **Design Development Booklet:** As part of the design development submittal prepare a **design development booklet** to confirm material selections, equipment and appurtenances, design level details, and standards. The 8 1/2 x 11 booklet shall contain a combination of images, graphics, and text to illustrate proposed selections.

2.03 **Review Meeting – 30% Submittal:** Allow for a single review meeting with City staff to review comments on the above submittal. Prepare a **meeting summary** and **comment log**.

3.0 CONSTRUCTION DOCUMENTS

3.01 **Construction Documents - 75% Submittal:** Based upon comments received during the 30% submittal proceed to develop construction documents to a 75% level of completion. All major issues will have been resolved during the 30% submittal. The intent of the **75% submittal** is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit PDF digital copy and 1 set of 24" x 36" and 1 set of 11" x 17" hardcopies as an optional service. The consultant shall also provide the design package and necessary number of hard copies to the Building Division at the pre-submittal meeting prior to submission of the 75% submittal.

- a. Plans to a 75% level of completion and suitable for initial building department review.
- b. 75% specifications including;
 - Technical specifications,
 - City standard special provisions, with recommended changes in track changes

format. The Special Provisions shall also include the following:

- o Bid item descriptions and measurement and payment provisions
- o A list of minimum required submittals during construction
- o List of information available to Bidders, with disclaimer
- o A table listing all inspections (including any special inspections and materials testing) and associated responsibility
- o A table list of materials requiring warranties, and associated warranty periods
- c. Project schedule update.
- d. 75% construction cost estimate in the form of the bid schedule.
- e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- f. Starbird Consulting will prepare the Categorical Exemption (Cat Ex) based on the requirements of CEQA and the City of Sunnyvale. All appropriate forms will be completed and submitted to the Project Team and City for review and comment. Once approved, Starbird Consulting will submit the Cat Ex/Notice of Exemption documentation and \$50 processing fee to the Santa Clara County Clerk Recorders Office.
- g. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
- h. Other supporting documentation as necessary. SWPPP & NOI (if necessary), documentation of starting permits necessary for the contractor, calculations or reports for Building, SWMP, list of information available to Bidders, etc.

3.02 **Review Meeting – 75% Submittal:** Allow for a single review meeting with City staff to review comments on the above submittal. Prepare a **meeting summary** and **comment log**.

3.03 **Building Department Meeting:** Allow for a single pre-submittal review meeting with Building Department. Present project to provide a general understanding of improvements and documents to be submitted. Confirm process and schedule and incorporate into project schedule. Submit written **meeting summary**.

3.04 **Construction Documents - 100% Submittal:** Based upon comments received during the 75% submittal proceed to develop construction documents to a 100% level of completion. All issues, prior comments, and concerns must be addressed in this submittal. Submit PDF digital copy and 1 set of 24" x 36" and 1 set of 11" x 17" hardcopies as an optional service.

- a. 100% plans including documentation per RFP of peer review.
- b. 100% specifications (bid instructions, tech specs, special provisions)
- 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, including Storm Water Management Plan Third Party Certification (if required).
- g. All necessary documentation and responses to comments as needed to finalize Building Division review and have the permit "ready for issuance".

3.05 **Review Meeting – 100% Submittal:** Allow for a single review meeting with City staff to review comments on the above submittal including building department comments. Prepare a **meeting summary** and **comment log**.




























3.06 **Construction Documents - 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 hard copies and digital format (PDF and native format) of each of the documents listed below:

- a. One digital and hard copy of full-sized plans (24" x 36"), stamped and signed on each sheet by the Engineer of Record and by discipline.
- b. One digital copy of the specifications.
- c. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
- d. Final project schedule update.
- e. Final construction cost estimate.

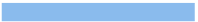


















4.0 BIDDING AND CONSTRUCTION REVIEW

- 4.01 **Bidding Services:** Consultant will attend a pre-bid meeting, respond to all bidder's requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City's Purchasing Officer. Note, 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.
- 4.02 **Construction Support Services:** The City's, or hired, construction management team will have primary responsibility for construction management and inspection. The consultant's point of contact will be the City's construction manager, not the contractor. The following is a minimum list of services and submittals required.
- a. 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.).
 - b. Attend the pre-construction meeting.
 - c. Attend 4 periodic construction progress meetings.
 - d. Participate in the final inspection and development of punch lists.
 - e. 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.
 - f. For projects with a building permit, the consultant shall stamp and sign any revisions to the contract plans as a result of responses to RFIs or as a result of executed change orders. Consultant shall ensure that all changes are in compliance with the applicable codes. Coordination with the Building Department may be necessary.
 - g. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
 - h. Review proposed substitutions, if any, for conformance to plans and technical specifications.
 - i. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
 - j. 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.
 - k. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

Revised Preliminary Project Schedule
Plaza Del Sol Phase 2 Implementation
July 2, 2021

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names		J	Half 2, 2021					Half 1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023							
											J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O
1			1.0 Project Initiation	45 days	Mon 07/26/21	Fri 09/24/21																																
2			1.01 Start-up Meeting	5 days	Mon 07/26/21	Fri 07/30/21																																
3			1.02 Project Schedule	5 days	Mon 08/02/21	Fri 08/06/21	2																															
4			1.03 Document Review	5 days	Mon 08/02/21	Fri 08/06/21	2																															
5			1.04 Topographic Survey	25 days	Mon 08/02/21	Fri 09/03/21	2																															
6			1.05 Site Reconnaissance	5 days	Mon 09/06/21	Fri 09/10/21	5																															
7			1.06 Utility Confirmations	30 days	Mon 08/02/21	Fri 09/10/21	2																															
8			1.07 Structural Investigations	15 days	Mon 08/09/21	Fri 08/27/21	4																															
9			1.08 Basis of Design	5 days	Mon 08/30/21	Fri 09/03/21	8																															
10			x.xx Review Period	15 days	Mon 09/06/21	Fri 09/24/21	9																															
11																																						
12			2.0 Design Development	45 days	Mon 09/27/21	Fri 11/26/21																																
13			2.01 DD Submittal - 30% Submittal	25 days	Mon 09/27/21	Fri 10/29/21	10																															
14			2.02 DD Booklet	10 days	Mon 10/18/21	Fri 10/29/21	13FF																															
15			x.xx Review Period	15 days	Mon 11/01/21	Fri 11/19/21	13																															
16			2.03 Review Meeting	5 days	Mon 11/22/21	Fri 11/26/21	15																															
17																																						
18			3.0 Construction Documents	100 days	Mon 11/29/21	Fri 04/15/22																																
19			3.01 CD - 75% Submittal	25 days	Mon 11/29/21	Fri 12/31/21	16																															
20			3.02 Building Dept. Pre-Review Meeting	5 days	Mon 01/03/22	Fri 01/07/22	19																															
21			x.xx Review Period	15 days	Mon 01/10/22	Fri 01/28/22	20																															
22			3.03 Review Meeting	5 days	Mon 01/31/22	Fri 02/04/22	21																															
23			3.04 CD - 100% Submittal	20 days	Mon 02/07/22	Fri 03/04/22	22																															
24			x.xx Review Period	15 days	Mon 03/07/22	Fri 03/25/22	23																															
25			3.05 Review Meeting	5 days	Mon 03/28/22	Fri 04/01/22	24																															
26			3.06 CD - Bid Package	10 days	Mon 04/04/22	Fri 04/15/22	25																															
27																																						
28			4.0 Bidding and Construction Review	360 days	Mon 04/18/22	Fri 09/01/23																																
29			4.01 Bid Period + Bonding & Mobilization	90 days	Mon 04/18/22	Fri 08/19/22	26																															
30			4.02 Construction Period	180 days	Mon 08/22/22	Fri 04/28/23	29																															
31			4.03 Post-Construction Period	90 days	Mon 05/01/23	Fri 09/01/23	30																															

Project: PJ468_SCH_Revised.mp
Date: Fri 07/02/21

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			

Cost Proposal

City of Sunnyvale

Proposal for: Plaza del Sol Phase 2

Callander Associates Landscape Architecture, Inc.

Exhibit "B" Compensation Schedule

Tasks		Labor									Subconsultants					ODCs	Total
Task #	Task Description (Change task titles as detailed in the scope of work)	Principal	Senior Associate	Project Manager 2	Job Captain	Designer 1	Const. Manager	Proj. Admin	Total Hours	Total Labor Costs	Structural	Electrical	Civil	Waterproofing	CEQA	Other Direct Costs	Total Fee
		B. Fletcher	D. Rubin	Staff	Staff	Staff	S. Sanfilippo	D. Zepeda			BCA	ACEE	JMH Weiss	DTR	Starbird		
		\$217	\$198	\$154	\$143	\$134	\$166	\$112			Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS		
1.0	PROJECT INITIATION	3	15	28	0	10	0	2	58	\$9,497	\$3,675	\$3,675	\$13,483	\$4,883	\$0	\$570	\$35,783
1.01	Start-Up Meeting	1	2	5	-	-	-	2	10	\$1,607							\$1,607
1.02	Project Schedule		1	2					3	\$506		\$714	\$315				\$1,535
1.03	Document Review		1	4		4			9	\$1,350		\$1,260	\$473	\$1,927			\$5,010
1.04	Topographic Survey		1	2					3	\$506			\$10,332				\$10,838
1.05	Site Reconnaissance		4	4		6			14	\$2,212		\$567	\$473	\$1,559			\$4,811
1.06	Utility Confirmations		1	1					2	\$352		\$1,134	\$630				\$2,116
1.07	Structural Investigations	1	1	4					6	\$1,031	\$3,675						\$4,706
1.08	Basis of Design	1	4	6					11	\$1,933			\$1,260	\$1,397		\$570	\$5,160
2.0	DESIGN DEVELOPMENT	2	33	68	0	94	0	3	200	\$30,372	\$15,750	\$12,212	\$7,466	\$11,897	\$2,362	\$1,900	\$81,959
2.01	Design Development Submittal - 30% submittal								0	\$0	\$15,750	\$7,298	\$6,048	\$9,004	\$2,362		\$40,462
	cover sheet		1	4		8			13	\$1,886							\$1,886
	demolition plan		1	6		8			15	\$2,194							\$2,194
	grading plan		2	4		8			14	\$2,084							\$2,084
	site construction plan		4	6		12			22	\$3,324							\$3,324
	irrigation plan		2	4		8			14	\$2,084							\$2,084
	planting plan		1	4		8			13	\$1,886							\$1,886
	design level construction details		6	16		24			46	\$6,868							\$6,868
	specification outline		1	1				1	3	\$464							\$464
	cost estimate		2	4		6		1	13	\$1,928							\$1,928
	subconsultant coordination and compile submittal		6	8		4			18	\$2,956							\$2,956
	plan check	2							2	\$434							\$434
2.02	Design Development Booklet		2	6		8			16	\$2,392		\$3,486	\$945	\$2,494			\$9,317
2.03	Review Meeting - 30% submittal		5	5				1	11	\$1,872		\$1,428	\$473	\$399		\$1,900	\$6,072
3.0	CONSTRUCTION DOCUMENTS	10	84	137	0	134	0	10	375	\$58,976	\$34,650	\$20,496	\$17,232	\$26,513	\$0	\$3,600	\$161,467
3.01	Construction Documents - 75% submittal	-	-	-	-	-	-	-	0	\$0	\$34,650	\$8,484	\$8,883	\$11,571		-	\$63,588
	cover sheet			2		2			4	\$576							\$576
	demolition plan		2	4		6			12	\$1,816							\$1,816
	grading plan		2	4		6			12	\$1,816							\$1,816
	site construction plan		4	6		12			22	\$3,324							\$3,324
	irrigation plan		4	8		8			20	\$3,096							\$3,096
	planting plan		2	8		8			18	\$2,700							\$2,700
	construction details		4	12		20			36	\$5,320							\$5,320
	specifications		4	8				4	16	\$2,472							\$2,472
	cost estimate		2	4		4		1	11	\$1,660							\$1,660
	subconsultant coordination and compile submittal		8	8		4			20	\$3,352							\$3,352
	plan check	4							4	\$868							\$868

City of Sunnyvale
Proposal for: Plaza del Sol Phase 2
Callander Associates Landscape Architecture, Inc.

Tasks		Labor								Subconsultants					ODCs	Total	
Task #	Task Description (Change task titles as detailed in the scope of work)	Principal	Senior Associate	Project Manager 2	Job Captain	Designer 1	Const. Manager	Proj. Admin	Total Hours	Total Labor Costs	Structural	Electrical	Civil	Waterproofing	CEQA	Other Direct Costs	Total Fee
		B. Fletcher	D. Rubin	Staff	Staff	Staff	S. Sanfilippo	D. Zepeda			BCA	ACEE	JMH Weiss	DTR	Starbird		
		\$217	\$198	\$154	\$143	\$134	\$166	\$112			Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS		
	responses to comments		1	4				2	7	\$1,038							\$1,038
3.02	Review Meeting - 75% submittal		3	4				1	8	\$1,322		\$672	\$473				\$2,467
3.03	Building Department Meeting		5	5				1	11	\$1,872		\$1,428	\$473	\$299			\$4,072
3.04	Construction Documents - 100% submittal	4	24	32		40			100	\$15,908		\$8,484	\$5,040	\$13,566			\$42,998
3.05	Review Meeting - 100% submittal		3	4				1	8	\$1,322		\$1,428	\$473	\$499			\$3,722
3.06	Construction Documents - Bid Package	2	16	24		24			66	\$10,514			\$1,890	\$578		\$3,600	\$16,582
4.0	BIDDING AND CONSTRUCTION REVIEW	0	20	30	0	30	81	0	161	\$26,046	\$11,025	\$7,200	\$4,410	\$27,830	\$0	\$1,600	\$78,111
4.01	Bidding Services		2	6		6	12		26	\$4,116	\$525	\$700	\$1,260	\$1,596			\$8,197
4.02	Construction Support Services								0	\$0	\$10,500	\$6,500	\$3,150	\$26,234			\$46,384
	hand off meeting		2				2		4	\$728							\$728
	pre-construction meeting						4		4	\$664							\$664
	site meetings (4)		3	6			20		29	\$4,838							\$4,838
	final completion meetng and punch list		2	0			6		8	\$1,392							\$1,392
	RFP's		4	6		6	12		28	\$4,512							\$4,512
	submittals		2	4		6	20		32	\$5,136							\$5,136
	change orders		2	4		4	3		13	\$2,046							\$2,046
	record drawings		1	4		8			13	\$1,886							\$1,886
	lessons learned meeting		2				2		4	\$728						\$1,600	\$2,328
	Proposal Subtotal	15	152	263	0	268	81	15	794	\$124,891	\$65,100	\$43,583	\$42,591	\$71,123	\$2,362	\$7,670	\$357,320
	Optional Services																
A	Plaza Wifi Coverage, including infrastructure	-	-	-	-	-	-	-	0	\$0	-	\$15,750	-	-	-	-	\$15,750
B	-----	-	-	-	-	-	-	-	0	\$0	-	-	-	-	-	-	\$0
C	-----	-	-	-	-	-	-	-	0	\$0	-	-	-	-	-	-	\$0
D	-----	-	-	-	-	-	-	-	0	\$0	-	-	-	-	-	-	\$0
E	-----	-	-	-	-	-	-	-	0	\$0	-	-	-	-	-	-	\$0
	Total Optional Services	0	0	0	0	0	0	0	0	\$0	\$0	\$15,750	\$0	\$0	\$0	\$0	\$15,750
	Total Including Optional Services	15	152	263	0	268	81	15	794	\$124,891	\$65,100	\$59,333	\$42,591	\$71,123	\$2,362	\$7,670	\$373,070
	Notes:																
1	Revised 7/16/2021																
2	Revised 7/26/2021																
3	Revised 7/28/2021																
4																	

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.

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. 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.

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.

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.