DRAFT
CONSULTANT SERVICES AGREEMENT
BETWEEN CITY OF SUNNYVALE AND T.Y. LIN INTERNATIONAL FOR ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE BORREGAS AVENUE BICYCLE CORRIDOR PROJECT (TR-00/08-03)

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and T.Y. LIN INTERNATIONAL, a California corporation (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 the Borregas Avenue Bicycle Corridor Project (TR-00/08-03); 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 Dennis Haglan, P.E., 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 written 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 "D."

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, unless approved in writing by the Director of Public Works or his designee. The total amount of compensation payable under this agreement for the scope of work described in Exhibit "A" shall not exceed the sum of Nine Hundred Eighty-Five Thousand Seven Hundred Fifty-Six and no/100 Dollars ($985,756.00).

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 or Sub-Contracting of Agreement

CONSULTANTS 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. Consultant shall not sub-contract any portion of the work contemplated and provided for herein without prior written approval of CITY.

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, 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 negligent act, error, omission or negligence 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 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 shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: Marvin Rose, P.E.
Director of Public Works
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Thomas M. Winch, P.E.
Vice President
T.Y. LIN INTERNATIONAL
6 Crow Canyon Court
San Ramon, CA 94583

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 certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of this Agreement.

22. California Agreement

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

23. Records, Reports and Documentation

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

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause.

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

T.Y. LIN INTERNATIONAL
("CONSULTANT")

By_____

_____
Name/Title

By_____

_____
Name/Title

EXHIBIT "A"

BORREGAS AVENUE BIKEWAY PROJECT
Project TR-00/08-03

SCOPE OF WORK

1.0 PROJECT DESCRIPTION

1.1 Location – On property owned by the City of Sunnyvale at 1)Borregas Avenue and SR101 and 2) Borregas Avenue and I-237. The site is currently developed with residential and/or commercial property adjacent to sr101/I-237. The exact location of the new pedestrian bridges on the site will be per the Draft Project Study Report with minor modifications as determined during preparation of the revised Project Study Report.

1.2 Project – The project includes the design for construction of the Borregas Avenue/SR101 and the Borregas Avenue/I-237 bridges.

1.3 Cost – The current estimated construction cost is approximately $6.5 to $7.0 million dollars for the two structures.

The work includes consulting services during the design, bidding, and construction phases of the project.

2.0 WORK TO BE PERFORMED

The Consultant shall obtain all needed information, perform engineering analysis and design, and prepare detailed construction plans and specifications that are suitable for bidding and construction purposes. The Consultant shall obtain all required permits. The Consultant's scope includes all related work needed to complete the design including preparation of construction cost estimates, construction schedules, lists of equipment and material submittals; support during bidding; support during construction; and preparation of record drawings.

Throughout the design process, the Consultant shall maintain a close working relationship with City staff. Meetings with City staff shall be held at project kickoff and as needed. Monthly written progress reports are required. Meet with City staff to review all comments following the City's review of intermediate and final versions of the design. The Consultant shall meet with any outside agencies as necessary based on project requirements.

The Consultant shall submit intermediate versions of the plans and specifications at (approximately) 30%, 60%, and 90% completion. The Consultant shall obtain approval from any outside agencies for any other required permits. This process may require multiple submittals. After obtaining permits from all agencies, a 100% submittal shall be made to the City. The Consultant shall prepare engineer's estimates for the probable cost of construction.

A draft proposed design schedule is shown in Exhibit D.

The Consultant is responsible for producing the project plans, technical specifications, and special provisions. The City will be responsible for:

1. Providing Consultant with electronic copies of the PSR prepared by BKF Engineers and electronic copies of all exhibits in the PSR.
2. Providing Consultant with electronic copies of the "Design Exception Fact Sheet".
3. Providing Consultant a copy of all correspondence and documents in the City files.
4. Prepare Stakeholders listing and mail notices for public meeting.
5. Preparing and compiling the project specifications after the Consultant supplies the City with Section 10 Specifications.
6. Providing Consultant with the aerial topo prepared by BKF.
7. Right of Way Acquisition. TYLI will be responsible for preparing the plat and legal description.
8. Final assembly and distribution of bid documents, and the bid solicitation.

Submit timely progress billings with sufficient detail to enable understanding and verification.

Scope of Services

This scope of services includes project management, conceptual design, surveying, right-of-way engineering, environmental documentation (CEQA and NEPA including support for public information meetings), preliminary engineering studies/ reports with structural and foundation type recommendations for the proposed bridges, permitting, utility coordination, landscape design, and the preparation of plans, specifications and estimates (PS&E) for the Borregas Avenue pedestrian bridges over US 101 and SR 237.

Assumptions

General assumptions in preparing this scope of work can be found throughout the various tasks. The following assumptions that could significantly affect the design costs were made in preparing this scope of work:

1. This scope assumes that Alternate 1 for SR 101 and Alternate 4 for I-237 are the preferred alternatives and the location of these alternatives will not change. The scope assumes that the SR 237 switchback will need to be modified to obtain a higher bicycle speed.
2. TYLI will update the Base Map and Survey information to the State Plane Coordinate System. The Vertical Datum shall conform to Caltrans Standards (NAVD88).

Task 1 – Kick-Off Meeting and Data Collection

The T. Y. Lin International (TYLI) team will meet with the City of Sunnyvale Department of Public Works, VTA, Caltrans and other stakeholders as approved by the City, to discuss the proposed projects and to further define the roles and responsibilities of the project's participants. Key issues and goals for the projects will be discussed and the project schedules will be finalized. Data will be collected from the City of Sunnyvale and Caltrans. Consultant shall prepare an agenda and a list of questions and data required to be used as a working tool for the meeting. The goals of the meeting will include: (1) review of the scope of work, (2) establish lines of communication, (3) establish the project schedule and specific milestones, and (4) define design and operations criteria.

Deliverables:

- Kickoff Meeting Notes
- Project Information Binder

Task 2 – Project Management

TYLI will manage the projects by being actively involved in the coordination of the project documentation with Caltrans and other agencies as defined by the City. We intend to function as an extension of the City staff, taking the lead on submittals, reviews and approvals needed form Caltrans and other oversight and permitting agencies. Coordination and status meetings, as needed, will be held on a regular basis to review the projects status, address design issues, obtain City and Caltrans approvals, and monitor costs.

TYLI will create and maintain a "decision log" for each project, which will include each issue encountered that requires a decision, the responsible decision-maker for that issue, and the date the decision was made. The

"decision logs" will be used in-house to monitor the status of each deliverable, and will of course be made available to the City.

Monthly progress reports will be prepared and submitted to the City together with the monthly invoices. The progress reports will identify work completed to date, work anticipated for the next month and action items necessary to keep the projects on track and moving forward. TYLI will also prepare a CPM schedules to track and control work on the projects including environmental documents, design, right of way, permitting and construction. Revised schedules will be prepared and submitted at each monthly progress meeting.

TYLI will provide internal quality control on products submitted to the City. Quality control will be accounted for and shown on the project schedules.

TYLI will prepare for City signature, the documents required for Federal funding including requests for allocation/authorization to begin construction, and incorporation of special requirements into the projects contract documents.

Deliverables:

- Monthly Progress Reports
- Monthly Schedule Updates
- CT Encroachment Permit
- CT Cooperative Agreement (Prepared by Caltrans)
- Federal Funding Forms

Task 2A – Project Development Team (PDT) Meetings (Technical Working Group)

TYLI will establish and conduct regular PDT meetings with the City and Caltrans to a maximum of 7 meetings. For each meeting, TYLI will arrange for the appropriate participants to attend, prepare a meeting agenda in consultation with the City Project Manager, and distribute the agenda to attendees prior to the meetings. TYLI will distribute meeting minutes to each of the PDT members for review and comment within one week of each meeting.

Deliverables:

- PDT Agendas
- PDT Meeting Minutes

Task 2B – Public Hearing

TYLI will attend two community meetings and two city council meetings associated with the proposed projects. These public hearings are recommended to obtain public opinion and gain public support for the proposed projects and is helpful as part of the environmental process.

TYLI will prepare exhibits and will assist the City with preparation of stakeholders' lists and mailers. The City will distribute the actual mailings. TYLI will provide the City with exhibit boards including a strip map plan view of the proposed pedestrian overcrossing path, a general plan of each of the pedestrian overcrossing bridges, and a typical section of the pedestrian overcrossing path. TYLI will provide support to the City regarding technical issues.

Deliverables:

- Community Meeting Exhibits
- Community Meeting Summary (Total 2)
- PDT Meeting Minutes

Task 3 –Surveys, Right-of-Way Engineering and Prepare Base Plans

Task 3A – Field Surveys

TYLI surveyors will recover, measure and check survey control points provided, and establish primary and secondary control points necessary for the boundary surveys. Surveys shall utilize the existing topographic mapping supplemented by field surveys by Consultant. From this control, monumentation will be located, and the existing right-of-way and property boundaries will be established for the base mapping. The vertical datum shall be based on NAVD88 and horizontal control on the State Plane Coordinate System.

The Consultant shall secure information on all utilities and include such information on the project plans. Maps of the potable water, storm drain, and sewer systems are available from the City. All other utility information shall be obtained from the utility owners. Prior City projects have required the contractor to verify all utility locations by potholing prior to construction. This approach is acceptable, however, the Consultant may need to conduct some potholing in order to identify utility locations that critically impact the engineering design.

If not otherwise provided by the utility companies, TYLI will arrange for the potholing for utilities in areas of conflict. The location, description and depth of

each located utility will be noted on the plans. Invert elevations will be obtained and trees within the limits of the survey will be located, sized and identified.

Task 3B – Base Plans

Base plans will be prepared to the same scale as the final plans using a City approved base plan standard. Existing topographic and utility information will be compiled and used to supplement the preliminary engineering work as needed. The base plans will be delivered in AutoCAD format acceptable to the City.

Base plans for these projects will be produced utilizing existing record data in combination with field survey data as described above and shall be sufficient to show transitions from proposed improvements to existing improvements. Once boundary and right-of-way resolutions are complete, the existing right-of-way lines property lines and easements will be incorporated into the base plans. Adjacent property information such as assessor's parcel numbers, owner names and street addresses will also be shown.

Task 3C –Right-of-Way and Appraisal Maps

TYLI will obtain the title report, parcel map, record of survey, deed and other documents to prepare the Right-of-Way and Appraisal Map. Our scope assumes no more than 1 (one) appraisal map will be required.

TYLI will prepare draft Appraisal Map in accordance with the Caltrans standards and specifications. The map will show, but not be limited to, existing topography, existing utilities, existing and proposed right-of-ways, existing and proposed centerlines, property lines, survey monuments, assessor's parcel information and proposed temporary and permanent right-of-way acquisitions. The maps will be saved in ACAD 2000 prior to transmittal to the City.

TYLI will prepare final Appraisal Map based on comments from the draft submittal. The Appraisal Map will show gross parcel area and acquisition parcel area. All existing easements and features will be clearly marked and identified.

Task 3D – Legal Descriptions and Right of Way Acquisition Maps

TYLI will prepare final right-of-way and easement legal description (1 (one) maximum), in accordance with the City and Caltrans standards and specifications. All descriptions will be checked for closure.

TYLI will, upon acceptance by the City and Caltrans, assemble the final Appraisal Map and the accompanying legal description for preparation of final Right-of-Way Acquisition Map. The Acquisition Map will be drawn at a scale of 1" = 100' and show gross parcel area, acquisition parcel area, assessor's parcel

information, existing easements and features as identified on the Appraisal Map described above.

Task 3E –Utility Information Request Letters and "A" Plans (Base Plans)

TYLI will prepare Utility Information Request Letters for City approval and send to the various utility companies along with the "A" plans (base plans).

Deliverables:

- Utility A Letters
- Base Plan
- Appraisal Maps
- Legal Descriptions
- Acquisition Maps

Task 4 – Geotechnical Investigation and Foundation Reports

A geotechnical exploration and subsequent report will be prepared following Caltrans requirements for foundation reports. The guidelines found in Caltrans' "Guidelines for Foundation Investigations and Reports" and the Fifth Edition of the Caltrans "Highway Design Manual" will be utilized in addition to other relevant requirements for these types of projects.

Foundation Report:

Subsurface investigation will be conducted under this task to evaluate the soil conditions and their foundation design requirements for the proposed new POC structures.

The foundation exploration for the proposed project will include: review of the readily available existing soil literature for the project area, subsurface exploration, soil sampling, laboratory testing, design recommendations and preparation of foundation report.

Based on the available information, CONSULTANT anticipates drilling a total of four borings for each POC structure. This includes one boring at each of the abutments and two borings for the extended structure and the retaining wall segment/landing areas. Access to these boring locations will be from the existing city street. Traffic control or barricades are anticipated at this time.

Permits: Comply with requirements for necessary encroachment permits from the CITY. The CITY's permit will be obtained by the CITY at no cost to the CONSULTANT. CONSULTANT will comply with the CITY permit requirements.

USA Clearances: CONSULTANT will field locate the proposed borings and call USA clearance for underground utilities.

Field Exploration: For the proposed POC structure, CONSULTANT will drill four borings between 60 feet and 80 feet deep using a truck mounted drill rig. The actual locations will depend upon the available access. Some traffic control is anticipated at this time. A representative of PARIKH will observe the drilling operations and log the subsurface conditions encountered in each test boring at the time of drilling. Relatively undisturbed and bulk samples will be obtained from the test borings. The borings will be drilled and backfilled in accordance with the permit requirements.

Laboratory Testing: The field boring samples will be reexamined in the PARIKH laboratory to verify field classifications and will be tested for moisture content, dry density, unconfined compressive strength, Plasticity Index, and sieve analysis.

Soils Analysis/Evaluation: Perform engineering analyses and develop design recommendations for the proposed foundations.

Report: Based on the results of the study, PARIKH will prepare a draft and final foundation report including geotechnical recommendations for foundation design of the POC structures and ramp landings, sidewalks, and generalized grading recommendations for the surrounding landscape area. The report will also include a discussion of site soil conditions and seismic considerations. Information related to Caltrans Seismic Design Criteria (SDC v 1.3) including ARS information shall be provided.

ADL Testing:

It is assumed that Geocon's services will be performed under the Caltrans encroachment permit issued to the Client. This scope of services does not include any labor effort or fee to obtain an encroachment permit.

- Prepare a Health and Safety Plan (HSP) for the proposed investigation. The HSP will provide guidelines on the use of personal protective equipment and the health and safety procedures to be implemented by Geocon.

- Prepare a Workplan for Client and Caltrans review and approval.

- Advance up to 17 soil borings (eight at SR-237 and nine at US-101) using hand-auger techniques to a maximum depth of approximately 0.75meters (2.5 feet) the ground surface (bgs).

- Soil samples will be collected from each borehole at approximate depth intervals of surface to 0.15 meter (0 to 0.5 foot), 0.3 to 0.45 meter (1 to 1.5 feet), and 0.6 to 0.75 meter (2 to 2.5 feet) bgs. Soil samples collected for analysis will be sealed, labeled, and transported to the analytical laboratory for chemical analysis.

- Completed soil boreholes will be backfilled to surface with the soil cuttings. The soil samples will be transported utilizing standard chain-of-custody documentation.

- Sampling equipment will be cleansed between each sample by washing the equipment with an Alconox™ or Liquinox™ solution followed by a double rinse with deionized water. The decontamination liquid will be disposed of at the site in such a manner so as not to flow into storm drains or streams.

- Provide quality assurance/quality control procedures during the field activities including chain-of-custody documentation for each sample transferred to the laboratory.

Laboratory Analyses

- Soil samples will be analyzed for total lead following EPA Test Method 6010.

- Soil samples that exhibit total lead concentrations equal to or greater than 50 mg/kg will be analyzed using the Waste Extraction Test (WET) procedure followed by the WET analysis following EPA Test Method 7000.

- Toxicity Characteristic Leaching Procedure (TCLP) methods may also be conducted on soil samples that exhibit soluble (WET) lead concentrations greater than 5 mg/l and total lead concentrations greater than 100 mg/kg.

Up to a total of 51 total lead, 20 soluble lead, and 6 pH analyses are included in the project scope and fee. All samples will be analyzed under a standard (2-week) turn-around-time (following sample submittal to the laboratory).

Report Preparation

An investigation report will be prepared to transmit the field observations, laboratory data, data evaluation, and conclusions. A statistical analysis will be performed on the soil sample results from to determine soil classification and disposal options.

Deliverables:

- Draft Geotechnical Report
- Final Geotechnical Report
- ADL Testing Results

Task 5 –Project Study Report/Project Report (PSR/PR)

This task will entail updating and resubmitting the PSR to Caltrans and the preparation of a Project Report (PR).

Additional information needed for the PSR that is not in the current PSR includes: accident data, non-standard design features with Design Exception Fact Sheets and right-of-way data sheets, all relating to only the preferred alternative.

The following additional information will be added to the PSR:

1. Traffic and Accident Data
2. A Water Pollution Control Section
3. A Storm Water Data Report (added as an appendix) – this is required for projects within the State right of way
4. A discussion in the text on every area identified in the PES form that may have a potential affect on the project.
5. Right of Way Data Sheet
6. Updated Design Exception Fact Sheet

Preliminary cost estimates will be prepared per Caltrans cost estimate data sheets. This information will be available to the City for use in acquiring funding for the construction phase of the project. TYLI will assist the City with identifying potential funding sources.

TYLI will submit the revised PSR for review by the City and Caltrans. Once the PSR is approved, a PR will be prepared and submitted to Caltrans.

Task 5A – Preliminary Engineering and APE Maps

The TYLI team will finalize the Horizontal and vertical alignments for the pedestrian overcrossing bridges. These alignments will be based on the approved Design Criteria Memorandum and will be presented for discussion at a PDT meeting. Non-standard design features will be identified and documented for preparation of the Design Exception Fact Sheets.
Once the alignments have been approved, TYLI will identify proposed right-of-way takes and temporary construction easements and prepare an APE map to initiate the environmental process. The APE map will define the projects

footprint and will be presented to the City and Caltrans (for approval and submittal to FHWA).

Deliverables:

- Thirty (30) copies Draft PSR
- Response to Comments
- Thirty (30) copies Final PSR
- Thirty (30)) copies Draft PR
- Response to PR Comments
- Thirty (30) copies Final PR
- Draft APE Map
- Final APE Map
- Revised Horizontal and Vertical Alignment for I-237

Task 6 – Permitting (As no wetlands and "other waters" will be impacted by the proposed project, we do not anticipate the need for any project permits). Caltrans permits are covered under another task.

Task 7 – Environmental Analysis

TYLI has David J. Powers & Associates (DJP&A) on the team to provide the environmental services. TYLI will provide preliminary engineering to adequately define the projects for environmental clearance.

Task 7A –Cultural and Biological Resources/Noise Study and Tree Survey

DJP&A will conduct technical investigations for biological and cultural resources, will conduct a noise study, and will complete a tree survey in the project area. The data collection for cultural resources will include the following tasks:

- Examine archaeological site records and maps and National Register Listings.
- Review reports and past archaeological investigations within or adjacent to the project areas.
- Examine previously published materials and maps relating to the history of the project areas and vicinities.
- Conduct research in the City and County repositories, including the County Recorder, the Department of Public Works, and the Historical Society.
- Conduct a field survey to evaluate the project areas for any cultural resources.
- Prepare the HPSR and ASR.

We do not anticipate the need for biological resources and wetland delineation reports for the proposed projects. Therefore, a Natural Environment Study (NES) will not be needed for this project. A noise study and tree survey will also be conducted.

Task 7B Initial Site Assessment (ISA)
Parikh Consultants will prepare a brief and focused ISA for hazardous materials for each site. Both sites will be summarized in a single document.

Task 7C Visual Report
Using site photographs, TYLI will evaluate visual issues associated with the proposed project, and will prepare a visual report for the proposed project. If required environmental vision will prepare photo simulation renderings at each site. These renderings will be incorporated into the visual studies.

Task 7D - Initial Study and Mitigated Negative Declaration

DJP&A will prepare and submit an Initial Study and Mitigated Negative Declaration to the City to comply with CEQA. The CEQA document will consist of project descriptions and the technical studies. The Initial Studies will be circulated for a 30-day public and agency review. DJP&A will prepare the MND and the Mitigation Monitoring Plan to complete the CEQA process.

Task 7E –Categorical Exclusions

Following FHWA's approval of the technical reports, TYLI will prepare and submit a Categorical Exclusion under NEPA to the City with approved technical reports to be submitted to Caltrans and FHWA for signatures.

Deliverables:

- ASR and HPSR
- Noise Study
- Tree Survey
- ISA
- Visual Study
- IS/MND
- CE

Task 7F – Update PSR
This includes time to address the comments on the PSR from Caltrans "Environmental Planning South". This includes text discussing potential environmental effects.

Task 8 – Bridge Type Selection (30% Design)

TYLI will prepare a Bridge Type Selection Report for each of the proposed pedestrian overcrossing bridges based on review of the proposed horizontal and vertical alignments, ADA accessibility issues, and geotechnical recommendations. Each report will include the following:

- Type Selection Memo (Caltrans format) documenting the considerations discussed in the type selection process, including aesthetics, environmental impacts and mitigation, cost, falsework, types of abutments and columns or piers, and types of structures considered.
- Vicinity Map
- An updated General Plan and Estimate (if necessary) in the same format used by Caltrans' Division of Structures.
- Evaluation of the proposed bridge type with respect to conformance of geometric design standards
- Preliminary Traffic Control and Stage Construction Plans
- Design considerations with respect to public access requirements of bicyclists and pedestrians

Task 8A—Bridge Site Data Submittal

Caltrans Division of Engineering Services, Office of Special Funded Projects requires the submittal of a Bridge Site Data Submittal (BSDS) package. The BSDS package consists of completed BSDS forms and associated attachments. The BSDS forms are essentially checklists of pertinent layout, environmental, site information and other constraints needed to design structures. The checklist requires the attachment of various site drawings, layouts, and other information to make the BSDS package complete.

TYLI will assemble the BSDS package for this project, ready for submittal to Caltrans.

Task 8B – Caltrans Type Selection Meeting

A Type Selection Review Meeting will be scheduled after the District has approved the project geometrics and a minimum of 2 weeks following receipt of an acceptable Type Selection Report. This meeting will be held in Sacramento. TYLI shall present the proposed structure and shall briefly discuss pertinent issues. After the meeting, the consultant shall prepare a meeting summary and provide a copy to the Liaison Engineer within one week. Provided all issues brought forward at the Type Selection Meeting are satisfactorily addressed, within one week of receiving the meeting summary, the Liaison Engineer will provide written approval or denial of the proposed structure type. Within two

weeks after receiving written approval of the structure type, the consultant shall furnish OSFP with 40 reduced copies of the updated General Plan.

Deliverables:

- Bridge Site Data Submittal
- Eight (8) copies of a Draft Bridge Type Selection Report for I-101
- Eight (8) copies of a Draft Bridge Type Selection Report for I-237
- Type Selection meeting summary
- Eight (8) copies of a Final Bridge Type Selection Report for I-101
- Eight (8) copies of a Final Bridge Type Selection Report for I-237
- Forty (40) copies of the reduced general plans for I-101
- Forty (40) copies of the reduced general plans for I-237

Task 9 - Design

TYLI will perform the detailed design for the bridges and will obtain design approval from the appropriate agencies, including Caltrans. The PS&E will include any on-site and/or off-site environmental mitigation, replacement and new landscaping (if existing landscaping is damaged by construction operations), project staging, traffic handling plans, and permitting conditions.

TYLI will coordinate the design effort between the various project participants including the City, Caltrans and other applicable agencies.

Task 9A – Bridge Structure and Foundation Design

TYLI will prepare bridge structure plans, profiles, and detail sheets for each bridge structure. The drawings will be prepared to Caltrans drafting standards.

TYLI will prepare an itemized engineer's opinion of probable construction cost for each bridge structure.

Task 9B – Independent Check - Bridge Structure and Foundation Design

TYLI will perform the independent check of each bridge structure utilizing the unchecked details and foundation reports. Engineers not otherwise involved in the project will perform the check. They will produce an independent set of structural calculations and verify structure layout, geometry and conformance with the bridge design criteria. The mark-ups on the plans will follow Caltrans procedures regarding back checks and resolving differences with the designer.

Task 9C – Lighting System Design

TYLI will prepare lighting plans, specifications, and estimates (PS&E) for the bridges. The lighting plans will be submitted to the City of Sunnyvale and Caltrans for review at the 90% and 100% levels. Comments by the reviewing agencies will be incorporated into the final design.

Task 9D – Traffic Control and Stage Construction Plans. Signing and Striping

TYLI will prepare traffic control and staging plans for the freeways and the local roads. The traffic control and staging plans will be submitted to the City of Sunnyvale and Caltrans for review at the 60%, 90%, and 100% levels

TYLI will also prepare signing and striping plans, for the local roads. The Signing Plan includes standard roadside ground mounted warning and regulatory signs within the project limits The signing and striping plans will be submitted to the City of Sunnyvale and Caltrans for review at the 60%, 90%, and 100% levels.

Task 9E– Landscaping and Irrigation

This scope assumes the only required landscaping will be at the easterly ramp of the I-237 touchdown.

Task 9F - Preliminary Design and Prepare 60% Plans

Preparation of 60% P&E will be in conformance with the City of Sunnyvale policies, procedures, manuals, and standards, in addition to Caltrans standards and the Americans with Disabilities Act (ADA). TYLI will submit for each proposed project upon completion of 60% design work:

The submittal of 60% plans will include the following anticipated plan sheets:

- Cover/Title Sheet
- Typical Cross Sections
- Survey Control Diagram
- Layout Plans and Profiles including drainage
- Item List
- Bridge Structure Plans
- Utility Locations
- Construction Traffic Control and Staging
- Signing and Striping Plans

Because these bridges cross Caltrans freeways, the PS&E will need to be prepared in Metric units.

Task 9G –Utility "B" Letters, Utility Information Forms, and 60% Plans

Utility "B" Letters and Utility Information Forms will be prepared for City approval and sent to the various utility companies along with the 60% plans. TYLI will identify utility conflicts on the "B" plans.

Deliverables:

- Deliverables shown in submittal table
- Utility B Letters

Task 9H– Review of 60% P&E

The City will review the 60% plans and estimate and meet with TYLI to discuss the review comments. TYLI will conduct an internal QA/QC check of the plans prior to the submittal to the City. The 60% P&E will also be submitted to Caltrans for review and approval.

Task 9I – Prepare 95% PS&E (Initial Submittal)

TYLI will prepare 95% PS&E for the proposed projects. These documents will reflect format and design changes as requested during the 60% review process. TYLI will conduct an independent internal QA/QC review of the 90% PS&E prior to submittal to the City.

TYLI will submit for each proposed project upon completion of 95% design work:

Deliverables:

- Deliverables shown in Submittal Table

Task 9J – Review of 95% PS&E

The City will review the 95% plans, specifications and estimates and meet with TYLI to discuss the review comments. The 95% PS&E will be submitted to Caltrans for review and approval.

Task 9K – Prepare 100% PS&E (Intermediate Submittal)

TYLI will prepare 100% PS&E for the proposed projects. These construction documents will reflect format and design changes as requested during the 90% review process. TYLI will conduct a final independent QA/QC review of the 100% PS&E submittal prior to submittals to the City.

TYLI will submit for each proposed project upon completion of 100% design work:

Deliverables:

- Deliverables shown in Submittal Table
- SWPPP

Task 9L –Utility "C" Letters, Utility Information Forms, and 95% Plans

Utility "C" Letters and Utility Information Forms will be prepared for City approval and sent to the various utility companies along with the 95% plans.

Task 9M– Review of 100% PS&E

The 100% plans, specifications and estimates will be submitted to Caltrans for review and approval.

Task 9N – Prepare Final PS&E

TYLI will prepare final PS&E for the proposed projects. These construction documents will reflect format and design changes as requested during the 100% review process. TYLI will conduct a final independent QA/QC review of the Final PS&E submittal prior to submittal to the City.

Deliverables:

- Deliverables shown in Submittal Table

Submittal Table

Item	Copies for Each PS&E Stage				
	60%	Initial (95%)	Intermediate (100%)	Final	City Copies
Plans 11x17	5	13	13	6	3
Full Size Vellum					1 for final
Electronic files		1	1	1	1 for final
Design Calcs		1	1	1	1 for final
Check Calcs		1	1	1	1 for final
Specs (Section 10)	3	6	6	2	2
Marked up boiler plate specs		1			
Memo to Spec		3	3	0	0

Engineer					
Marginal Estimate	1	2	2	2	3
Foundation Report	1	5	5	4	1
QC Statement		1	1	0	1
RE File		0	0	2	2
Construction Schedule	1	3			1
Response to Comments	1	1	1	1	1
R/W Plats and legals	3				
Design presentation (this is a comprehensive meeting).	1				

Task 10 - Bidding Assistance

TYLI will provide assistance to the City during the bidding phase of the projects. This will include preparation of Utility "C" letters and Final Plans for distribution by the City, answering questions regarding the contract documents during the advertising of the projects, and assisting the City in preparing addenda to the PS&E package during the advertisement period. In addition, TYLI will provide consultation and interpretation of the construction documents.

Task 11 - Construction Assistance

TYLI will provide assistance to the City during the bidding and construction phase of the projects. Because of the unknown and potential unforeseen construction issues, this task is considered to be "time and materials".

Services During Bidding. Answer any technical questions during the bidding, attend the pre-bid conference (if any), and prepare addenda (if necessary) for distribution by the City. During the bidding period, the Consultant shall answer questions related to the design and provide technical input for addenda. All communications shall be directed through the City.

Services During Construction. The City's Public Works staff will have primary responsibility for construction management and inspection. The Consultant's

point of contact shall be the city, not the contractor. The key tasks for the Consultant (and Subconsultants, if any) in this phase shall be as follows:

- Attend meetings, including the preconstruction meeting.
- Review and comment on Schedule of Values and compare them with the Engineer's Estimate.
- Review and comment on Construction Schedules.
- Review and comment on all technical submittals (and resubmittals) and vendor data called for in the construction contract documents and all proposed substitutions for conformance to drawings and technical specifications.
- Provide technical responses to Requests for Information (RFI's) through the City.
- Review and make recommendations for proposed changes to the contract (RFQ's/CCO's).
- Make site visits and inspections, as necessary.
- Participate in the final inspection and development of the punch lists.
- Perform any necessary regulatory inspections for certifying purposes (if required).
- Provide technical input, in case of design error or omission, into difficult or disputed subjects that have not progressed to a formal claim situation.
- Record Drawings. Prepare a set of final record drawings from marked up drawings generated by the Contractor or City or both.

3.0 REFERENCE DOCUMENTS

The City of Sunnyvale's Standard Specifications consists of the City of Sunnyvale 2000 Standard Specifications for Public Works Construction, 2000 edition and Standard Details for Public Works Construction, 2000 Edition, Department of Public Works.

The following reference documents will be available to the Consultant:

1. The City of Sunnyvale 2000 Standard Specifications for Public Works Construction, 2000 edition and Standard Details for Public Works Construction, 2000 Edition, Department of Public Works.

2. City of Sunnyvale Standard Contract Documents.

3. Electronic copy of City Standard Cover Sheet & Border AutoCADD Files.

4.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The Consultant shall have an in-house Quality Assurance/Quality Control (QA/QC) Program in place to review the design throughout the project. The stage-by-stage design reviews by the Project Manager and the Final Reviewer shall be documented by initialing the drawings.

5.0 CONSULTANT'S PROJECT TEAM

At the time of execution of any contract resulting from this RFP, the Consultant will be required to designate the members of the design team by name. The team members shall include, as a minimum, the Project Manager, Project Engineer/Architect, technical engineering/ architectural staff, and Quality Assurance/Quality Control Final Reviewer. Any proposed substitutions, subsequent to the execution of the contract, are to be submitted to the City for review and acceptance or rejection. The City reserves the right to interview any person proposed for substitution prior to acceptance or rejection.

The names of the project team members will be incorporated into the contract.

EXHIBIT B - COMPENSATION

The City shall compensate the Consultant for the Scope of Services provided, in accordance with the contract for Consultant Services.

1.0 BASIC COMPENSATION

1.1 For Basic Services, as described in Exhibit A, Basic Compensation shall be computed as follows:

1.1.1 For Basic Services described as preparing PS&E and Construction Support Services for the Borregas Avenue Bikeway Project, compensation for services shall be at a fixed fee of Nine Hundred Eighty-Five Thousand, Seven Hundred Fifty-Six Thousand Dollars ($985,765.00).

1.1.2 Compensation for each task shall be in proportion to the Basic Services provided and shall not exceed the amounts per task as shown in Exhibit B-1.

2.0 COMPENSATION FOR ADDITIONAL SERVICES

2.1 For Additional Services of the Consultant, as described in Exhibit A, Compensation shall be computed at fixed hourly rates as shown in Exhibit B-2.

2.2 For Additional Services of the Consultant's consultants, including Geotechnical and Landscape services, compensation shall be a multiple of one and ten hundredths (1.10) times the amounts billed to the Consultant for such services.

Sub-Consultants Hourly rates charged to the Consultant:

Parikh Consultants:

Project Manager:	$168.22/hr
Project Soils Engineer.:	$117.80/hr
Staff Engineer:	$73.37/hr
Field Engineer:	$76.84/hr
Lab Technician:	$85.39/hr
Engineering Technician:	$66.84/hr

Orsee Consultants

Principal Engineer:	$139.92/hr

Project Manager:	$97.94/hr
CADD Draft:	$76.96/hr
Senoir Tech:	$83.95/hr
Clerical:	$61.22/hr

Environmental Vision

Sr. Environmental Specialist:	$100.00/hr

David J. Powers & Associates

Principal	$190.00/hr
Sr. Environmental Specialist	$165.00/hr
Project Manager	$125.00/hr
Tech/Office Support	$ 55.00/hr

3.0 FOR REIMBURSABLE EXPENSES

3.1 For Reimbursable Expenses, such as reproduction, postage and handling, compensation shall be a multiple of one and fifteen hundredths (1.15) times the amounts expended by the Consultant, the Consultant's employees and consultants in the interest of the Project.

4.0 TERMS AND CONDITIONS

4.1 The City and the Consultant agree in accordance with the Terms and Conditions of this Agreement that: if the Scope of the Project or of the Consultant's Services is changed materially, the amounts of compensation shall be equitably adjusted. If the Consultant's Services are not completed within twenty-four (24) months, the rates and multiples set forth in this Agreement shall be adjusted to reflect normal salary review procedures of the Consultant.

EXHIBIT B-1
Borregas Avenue Bikeway Project
City of Sunnyvale

Project Borregas Avenue Bikeway Project
Phase: All

Task	Description	Estimated Labor Hours														Labor Totals		
		Project Manager	Principal Engineer	Envir. Services Manager	Architect	Senior Engineer	Engineer	Assistant Engineer	Senior CAD	CAD	Survey Manager	Project Surveyor	Survey Technician	2 Man Field Crew	Admin	Hours	Amount	
1	Kick Off Meeting & Data Collection	16	0	0		16	0	0	0	0	0	0	0	0	0	32	$4,960	0.6%
2	Project Management	557	0	0		0	0	0	0	0	0	0	0	0	240	797	$110,290	14.3%
3	Surveys - R/W Base Plans	0	0	0		8	16	0	80	0	62	95	77	136	0	474	$69,894	9.1%
4	Geotechnical					24	40									64	$7,960	1.0%
5	PSR & PR	0	0	0		496	0	0	188	0	0	0	0	0	0	684	$90,120	11.7%
6	Permits															0	$0	0.0%
7	Environmental			80											16	96	$13,440	1.7%
8	Br Type Selection (30% Design)		4		80	311		133	220							748	$91,640	11.9%
9	Design (60%, 90% and 100% Design)		24	0		260	860	800	750	814	0	0	0	0	0	3508	$359,360	46.7%
10	Bidding Assistance					8	20	8	8							44	$5,020	0.7%
11	Construction Assistance					40	40	50	24							154	$17,340	2.3%
	Total Hours:	573	28	80	80	1163	976	991	1270	814	62	95	77	136	256	6601		
	Rate:	$170.00	$185.00	$155.00	$140.00	$140.00	$115.00	$90.00	$110.00	$80.00	$152.00	$130.00	$96.00	$213.00	$65.00			100.0%
	Subtotal - Labor:	$97,410	$5,180	$12,400	$11,200	$162,792	$112,240	$89,208	$139,700	$65,120	$9,424	$12,350	$7,392	$28,968	$16,640		$770,024	$770,024

OVERHEAD Incl.

Subtotal - LABOR + OVERHEAD **$770,024**

Other Direct Costs:

REIMBURSABLE EXPENSES

Travel	20	Trips	@	$100.00	$2,000	
Lodging/Meals	0	Overnights	@	$120.00	$0	
Plan Reproduction	70	Mylars	@	$5.00	$350	
Outside Photocopies	5000	Copies	@	$0.10	$500	
Overnight Service	30	Each	@	$15.00	$450	
Color Copies	100	Each	@	$1.00	$100	
Subtotal - REIMBURSABLE EXPENSES						**$3,400**

SUBCONSULTANT SERVICES

Parikh	$77,000	
Parikh (ISA)	$16,000	
Parikh (Phase 2 Assessment)	$8,000	
Geocon (ADL Testing)	$10,000	
DJP&A	$46,720	
Orsee	$30,000	
Environmental Vision	$5,000	
Subtotal - SUBCONSULTANT SERVICES		**$192,720**

SUBTOTAL - OTHER DIRECT COSTS			**$196,120**
MARKUP ON DIRECT COSTS (10%)			**$19,612**
ANNUAL SALARY INCREASES (4%)			**$30,801**
PROFIT	(Incl.)	on Direct Labor	**$0**
TOTAL			**$985,756**

EXHIBIT B-2

SCHEDULE OF FEES - 2004

Professional Services – T.Y. Lin International, Sacramento

Hourly Charges

Principal Bridge Engineer Principal Transportation Engineer	$185.00
Engineering Services Manager Planning Services Manager	$170.00
Senior Specialist Environmental Services Manager	$155.00
Senior Bridge Engineer Senior Transportation Engineer Resident Engineer	$140.00
Bridge Engineer Transportation Engineer Traffic Engineer Construction Inspector	$115.00
Assistant Bridge Engineer Assistant Transportation Engineer Assistant Traffic Engineer Construction Inspector	$90.00
Senior CAD Draftsperson	$110.00
CAD Draftsperson	$80.00
Survey Manager	$152.00
Project Surveyor	$130.00
Survey Technician	$96.00
2-Man Crew	$213.00
Admin & Word Processing	$65.00
Vehicle Mileage	Current IRS Standard Rate

Hourly charges include provision for normal office overhead costs, such as office rental, utilities, insurance, clerical services, equipment, normal supplies and materials, and in-house reproduction services. Other expenses such as special consultants or purchased outside services will be billed at cost.

EXHIBIT C
INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the Agreement 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 CONSULTANT, its 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 for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.

2. **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.

3. **Workers' Compensation** and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

4. **Errors and Omissions** Liability Insurance appropriate to CONSULTANT's profession: $1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by CITY. 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 are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents or volunteers, except as follows: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

2. For any claims related to this project, CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of 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 CITY, its officers, officials, employees, agents or volunteers.

4. 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 CITY.

Acceptability of Insurers

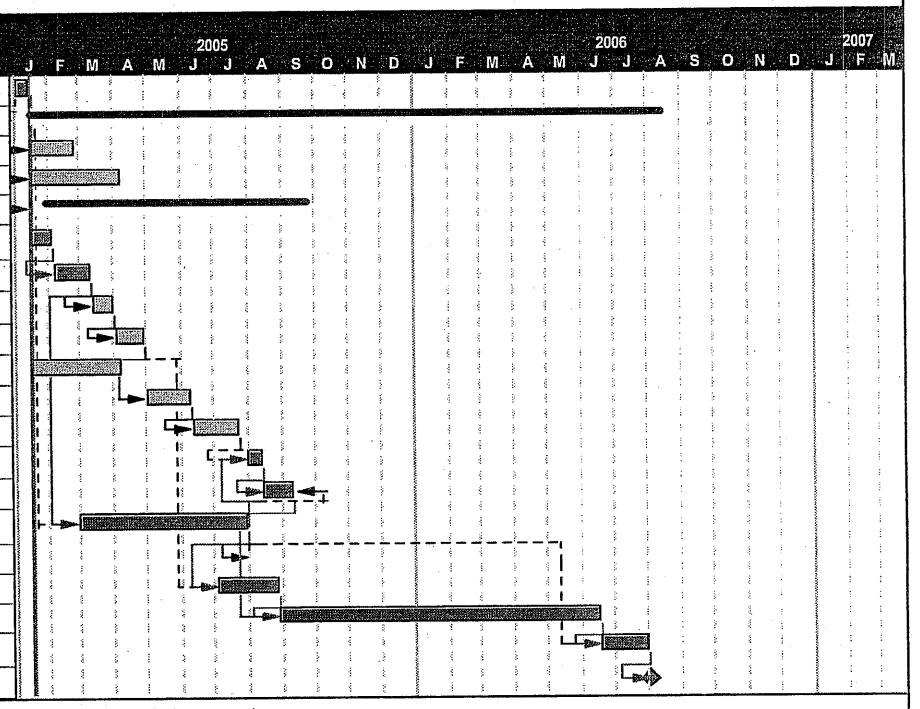
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY.

Verification of Coverage

CONSULTANT shall furnish to CITY original Certificate(s) of Insurance and endorsements effecting the coverage required. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY prior to commencement of work.

EXHIBIT "D"
PROJECT SCHEDULE

Task No.	Task Description	Original Duration	Early Start	Early Finish	Target Finish
1	Kick Off Meeting & Data Collection	10	01/03/05	01/14/05	
2	Project Management	410 *	01/03/05	08/01/06	
3	Surveys - R/W Base Plans	30	01/17/05	02/25/05	
4	Geotechnical	60	01/17/05	04/08/05	
5	PSR/PR	170 *	01/17/05	09/12/05	
5.1	Update1 and submit PSR	15	01/17/05	02/04/05	
5.2	Caltrans Reviews PSR	25	02/07/05	03/11/05	
5.3	Update2 and Re-submit PSR	15	03/14/05	04/01/05	
5.4	PSR Approval	20	04/04/05	04/29/05	
5.5	Design Exception Approval	60	01/17/05	04/08/05	
5.6	Prepare and Submit PR	30	05/02/05	06/10/05	
5.7	Caltrans PR Review	30	06/13/05	07/25/05	
5.8	Revise and Re-submit PR	10	08/02/05	08/15/05	
5.9	Caltrans approves PR	20	08/16/05	09/12/05	
6	Environmental	110	02/28/05	08/01/05	
7	Permits	0	08/02/05	08/01/05	
8	Br Type Selection (30% Design)	40	07/05/05	08/29/05	
9	Design (60%, 90% and 100% Design	210	08/30/05	06/19/06	
10	Bidding Assistance	30	06/20/06	08/01/06	
11	Construction Assistance	0	08/02/06		



Start date	01/03/05
Finish date	08/01/06
Data date	01/03/05
Run date	11/19/04
Page number	1A

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City of Sunnyvale
Borregas Avenue Bikeway Project
All Activities

Early bar
Critical bar
Summary bar
Critical point
Summary point
Start milestone point
Finish milestone point