



Council Meeting: November 24, 2009

SUBJECT: Award a Sunnyvale Works! Contract for the Design of a Continuous Golf Cart Path (F0911-45)

BACKGROUND

Approval is requested to award a one-year contract to Knott & Linn Golf Design Group, LLC, in an amount not-to-exceed \$107,198, to design a continuous golf cart path for the Sunnyvale Golf Course. This proposed design contract was developed in conjunction with the pre-qualification process established at the outset of the **Sunnyvale Works!** program. Knott & Linn was selected from among three pre-qualified firms who submitted proposals to design the project.

DISCUSSION

Capital project 827170, approved by the City Council as part of the Adopted FY 2009/2010 Budget, provides for continuous golf cart paths around Sunnyvale Golf Course. Currently, cart paths cover only 30% of the course, near tees and greens. During the wet winter months, carts are often not allowed on the course due to potential unsafe conditions for cart operators and damage to turf areas not covered by cart paths. This leads to a loss in golf cart and green fee revenue, estimated to be approximately \$80,000 per year. Continuous cart paths would allow the City to capture the lost revenue. Approval of the proposed contract will allow work to commence on the design portion of this project.

FISCAL IMPACT

A total of \$825,000 is budgeted in project 827170 for design and construction costs. The funding source is Park Dedication Fee revenue. In the event construction cost exceeds the budgeted amount, staff will request additional funding from the Park Dedication Fund reserve.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

RECOMMENDATION

It is recommended that Council award a one-year contract to Knott & Linn Golf Design Group LLC, in substantially the same form as the attached draft Consultant Services Agreement and in an amount not-to-exceed \$107,198, to design a continuous golf cart path for the Sunnyvale Golf Course.

Reviewed by:

Mary J. Bradley, Director, Finance

Prepared by: Pete Gonda, Senior Management Analyst, Finance

Reviewed by:

Marvin Rose, Director, Public Works

Reviewed by:

David A. Lewis, Director, Community Services

Approved by:

Gary M. Luebbbers, City Manager

Attachments

A. Draft Consultant Services Agreement

**Attachment A
DRAFT**

**SAMPLE CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF
SUNNYVALE AND KNOTT & LINN GOLF DESIGN GROUP, LLC
FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR DESIGN
OF A CONTINUOUS GOLF PATH AT THE SUNNYVALE GOLF COURSE**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and KNOTT & LINN GOLF DESIGN GROUP, LLC ("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 Design of a Continuous Golf Cart Path at the Sunnyvale Golf Course; 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 Gary Linn 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 One Hundred Seven Thousand One Hundred Ninety Eight and No/100 Dollars (\$107,198.00) 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.

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 (Where Applicable)

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 2782.6), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

All notices required by this Agreement 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: Chuck Neumayer, Senior Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Knott & Linn Golf Design Group, LLC
Attn: Gary Linn
445 N. Whisman Road
Mountain View, CA 94043

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 after written notification of failure to pay.

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 OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

Knott & Linn Golf Design Group, LLC
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

October 19, 2009
Job No. 20096041-Golf
Scope of Work
Page 1 of 6

October 19, 2009

**Subject: Sunnyvale Golf Course - Continuous Cart Path
Scope of Work**

GENERAL

This project is to design an 8' wide continuous golf cart path system for the 18 hole Sunnyvale Golf Course. The path will be approximately 23,000 linear feet long with 4" curbs to be installed at the tees, greens and other areas as required to control cart traffic flow. The entire system of paths will meet ADA design standards. The paths will be designed to complement the existing system of paths where appropriate and maximize the golf experience. It is the intent of this project to allow golf cart usage in play to continue as soon as possible after rain or wet weather. In addition, the proposed path system will greatly enhance the maintenance capabilities of the course both by reducing wear on the turf in the existing conditions where traffic patterns form but also as a means for maintenance crew traffic to access the golf course which is required in all weather conditions.

Our proposal is to recommend that the cart paths be constructed out of formed and poured reinforced concrete with the curbing in select locations to be formed and poured with the paths. From our experience, concrete provides the best product for golf course paths in this area. Its durability, appearance and ease of maintenance far exceed that of asphalt which requires periodic patching and re-sealing and is virtually impossible to edge in turf management practices. In addition, our experience has proven that concrete in this market does not vary significantly from asphalt from a cost standpoint. Results of the Geotechnical investigations developed during this process will be a key component in finalizing this recommendation.

Properly designed cart paths entail a combination of factors including placement where golfers will utilize them as intended in the areas of greens and tees while placing them where they do not distract from play visually and from a playability standpoint. Long flowing sweeping forms adds not only to their appearance but in addition achieves desired the effect of routing the cart and maintenance traffic where planned.

DESIGN TEAM

To implement the city's vision for this project Knott & Linn have assembled a proven design team.

Knott & Linn Golf Design Group will manage and provide the design input for this cart path project for our team. The partners in Knott & Linn have collaborated together in golf course design for over 30 years on the peninsula with the last 10 years together in their own firm located in Mountain View. Over 100 new golf courses have been designed and constructed along with over 20 golf course renovations during that time period. All of the new golf courses and the majority of the renovations included the design and construction of cart paths.

BKF Engineers will provide survey and civil engineering services as required for this project. BKF is a 200 person civil engineering firm that has extensive experience in golf courses and the city of Sunnyvale public works construction. Parikh and Associates will provide Geotechnical Engineering Services for this project. Both of these firms have been added to our team since our SOQ was submitted once the actual Scope of Work for this project was provided. While not part of our original SOQ submittal, BKF Engineers has been pre-qualified in other categories of the Sunnyvale Works program. Qualifications information for both BKF Engineers and Parikh and Associates is attached to this proposal.

Knott & Linn have considerable experience in coordinating golf course design and construction projects during their 30 years in the golf course design industry including the reconstruction of all the tee complexes at Sunnyvale Golf Course in 2008 that involved managing sub-consultants for development of topographic mapping and associated field survey work along with construction review with the contractor.

BASE SHEET PREPARATION

BKF Engineers will prepare project base sheets containing the following information:

- GeoCADD Aerial Map from 2007
- City of Sunnyvale utility base maps for sanitary sewer, storm drain, and water facilities
- Record of survey to provide project boundary
- PG&E, Comcast, AT&T record drawings

This survey will be based on the city of Sunnyvale Bench Marks and contain the following elements:

- Underground utilities
 - Sanitary lines, (laterals as necessary), manholes or cleanouts
 - Storm drainage lines, (laterals as necessary), manholes, catch basins or inlets
 - Water lines, laterals, valve boxes, hydrants, relief valves, irrigation lines, heads, valves, wiring, other components
 - Other underground, utilities lines, boxes, vaults
- Surface features
 - Concrete paths, curbs, gutters, walks, driveways, pavement, crossings, striping and pavement markings
 - Survey monuments and boxes, Bench Marks
 - Sufficient elevation contours and/or spot elevations to verify drainage and appropriate slopes
 - Golf tees, fairways, bunkers, and greens
 - Trees, shrubs, and other surface features
- Overhead features in affected area
 - Signage, benches, amenities

- Trees canopies, vegetation
- Overhead wires or obstructions

GEOTECHNICAL INVESTIGATION

Parikh & Associates will prepare a geotechnical investigation for this project. The complete Parikh & Associates scope of work is shown in Attachment A. All activities at the golf course will be coordinated with the golf superintendent. The end result of the geotechnical investigation shall be a design report detailing pavement recommendations.

PRELIMINARY DESIGN LEVEL

The preliminary design level submittal will include the following items:

- Cover sheet with base mapping including utilities and detail sheets
- Technical specifications with recommended revisions to special specifications
- Geotechnical design report
- CEQA categorical exemption memo

The design team will meet with the city staff to discuss the submittal and address your concerns and comments.

60% DESIGN SUBMITTAL

This design submittal will include a design of the new pavement, pavement transitions and pavement rehabilitation and/or pavement reconstruction. All pavement recommendations will be based upon the geotechnical reports, design reports, testing and field review. City standards will be coordinated into the plans and specifications. All design access will meet the latest "Americans with Disabilities Act" accessibility requirements.

We will provide a methodology and control plan for use during the construction to minimize disruption to ongoing golfing operations, maintenance activities, and to provide and maintain safe access. We will provide language in the documents to cover the disposal of possible soil contamination and hazardous materials to be removed from the site. This submittal will include the following items of work:

- Plans
 - Cover Sheet - Title, Sheet Index, Vicinity Map, Location Maps, Notes, Brief Description of contractor's scope of work, horizontal and vertical control, graphical scale, other information
 - Demolition Plan, Pavement Plans
 - Storm Drainage Plans, Profiles, (as necessary)
 - Details

- Specifications
 - Technical Specifications, Description of each item on bid schedule with requirements for payment (*i.e.*...complete, in place, and suitable for its intended use.)
 - Recommended revisions to special specifications
 - Bid Schedule
 - Engineer's Construction Cost Estimate
- Responses to City's review comments, along with return of mark-ups
- List of all information available to Bidders of record drawings with disclaimer
- We will meet with city staff to coordinate submittal

99% DESIGN SUBMITTAL

This design submittal will include a design of the new pavement, pavement transitions and pavement rehabilitation and/or pavement reconstruction. All pavement recommendations will be based upon the geotechnical reports, design reports, testing and field review. City standards will be coordinated into the plans and specifications. All design access will meet the latest "Americans with Disabilities Act" accessibility requirements.

We will provide a methodology and control plan for use during the construction to minimize disruption to ongoing golfing operations, maintenance activities, and to provide and maintain safe access. We will provide language in the documents to cover the disposal of possible soil contamination and hazardous materials to be removed from the site. This submittal will include the following items of work:

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 - Details
- Specifications
 - Technical Specifications, Description of each item on bid schedule with requirements for payment (*i.e.*...complete, in place, and suitable for its intended use.)
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- List of all information available to Bidders of record drawings with disclaimer
- We will meet with city staff to coordinate submittal

BID PACKAGE

This design submittal will include a design of the new pavement, pavement transitions and pavement rehabilitation and/or pavement reconstruction. All pavement recommendations will be based upon the geotechnical reports, design reports, testing and field review. City standards will be coordinated into the plans and specifications. All design access will meet the latest "Americans with Disabilities Act" accessibility requirements.

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 - Demolition Plan, Pavement Plans
 - Storm Drainage Plans, Profiles, (as necessary)
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- Specifications
 - Technical Specifications, Description of each item on bid schedule with requirements for payment (*i.e.*...complete, in place, and suitable for its intended use.)
 - Recommended revisions to special specifications
 - Bid Schedule
 - Engineer's Construction Cost Estimate
- Responses to City's review comments, along with return of mark-ups
- List of all information available to Bidders of record drawings with disclaimer.

The bid package will also include the following items:

- Coordinate specifications with the city's (front end) bid instructions, standard provisions, revised special conditions, and optimized for public work bidding.
- Bid schedule/schedule of values
- Provide list of submittal requirements
- Provide submittal at bid package level

Each set of plans and specification be will stamped by the engineers/architect of record. A complete set of revised special conditions and reviewed standard conditions will be included. Final bid schedules, engineer's cost estimate in the form of a bid schedule, list of submittals and list of information available to bidders with disclaimer will be provided at this stage of the process.

BIDDING SERVICES

We will respond to all requests for information, attend a pre-bid meeting, and prepare addenda as necessary to inform the plan holders of significant responses to requests for information as part of the bidding services phase of the work. All communication shall be directed through the city.

CONSTRUCTION SERVICES

As part of the construction services phase of work we will perform the following tasks:

- Respond to RFI's
- Review and respond to all submittals
- Attend pre-construction meeting
- Attending one periodic construction meeting
- Attend one field review meeting
- Prepare as-built drawings
- Review proposed substitutions
- Review and make recommendations on proposed RFQ's/CCO's
- Participate in final inspection and development of punch lists

While the Scope of Work outlines only one field review meeting, from our experience field review throughout the construction process is essential on a hole by hole basis. With our office located a mere five minutes from the Sunnyvale Golf Course we offer for the City's consideration to be available frequently during the actual construction process. We appreciate the opportunity to work with the City of Sunnyvale on this project to enhance the golfing experience for your citizens and guests.

SCOPE OF WORK
Pavement Design for Golf Cart Path
Sunnyvale Golf Course
City of Sunnyvale, CA
Geotechnical Report

Proposed Project Approach

The proposed project consists of about 23000 feet of new golf cart path. In addition to the normal golf cart use the path will be used by maintenance vehicles as well to a maximum weight of 25,000 lbs.

Our approach to this study is to perform subsurface explorations at about 1000 interval or space the borings to cover the overall site area, to obtain relatively shallow soil samples for the pavement design. Soil samples will be collected to conduct R-value tests on representative samples. Utilizing a Traffic Index value (as provided) and Caltrans design method we will provide pavement section alternates. It is anticipated that clayey soils will be encountered at the site therefore some soil improvement may be considered.

Scope:

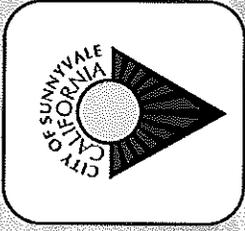
Our scope of work will include preparation of a Geotechnical Report for the pavement design.

- Task 1.1 - Permits/USA Clearances: We will comply with local permit requirements. We will field locate the borings and call for USA clearance. No fee encroachment from the City is anticipated.
- Task 1.2 - Field Exploration: Drill borings at 23 locations along the proposed cart path to a depth of 3'- 5'. The boring locations will depend upon the available access and other site limitations. We anticipate using a truck or a jeep mounted drill rig for our work.
- Task 1.3 - Laboratory Testing: Perform laboratory tests on representative soil samples such as R-value tests and Plasticity Index test, as necessary. 6-7 representative R-value tests are assumed at this time. Lime treatment maybe considered in the laboratory test program.
- Task 1.4 - Soils Analysis/Evaluation: Perform engineering analyses and develop design recommendations for the proposed pavement design using Caltrans design methods. For the pavement design a Traffic Index will be required or an estimate there of. Two separate pavement designs will be required, one for the cart path and the second for the maintenance vehicles.
- Task 1.5 - Prepare Draft Geotechnical Report: Prepare preliminary recommendations for pavement design.
- Task 1.6 - Prepare Final Geotechnical Report: Prepare final report including design recommendations for pavement sections based on comments and discussions with the City and the designer.



Task 1.7 -

Design Review: We will meet with the designer and the City to review and provide comments during the final design phase of the project.



Gary Linn
Principal-in-Charge / Project Manager
Knott & Linn

Scott Schork, PE
Quality Assurance/Quality Control
BKF ENGINEERS

PEER REVIEW

CIVIL ENGINEERING

GOLF COURSE DESIGN

GEOTECHNICAL ENGINEERING

Jeff Wang, PE
Peer Review
BKF ENGINEERS

Martin Parissenti, PE
Project Engineer
BKF ENGINEERS

Don Knott, L.L.A.
Knott & Linn

Gary Parikh, PE/GE
Geotechnical Engineer
Parikh Consultants

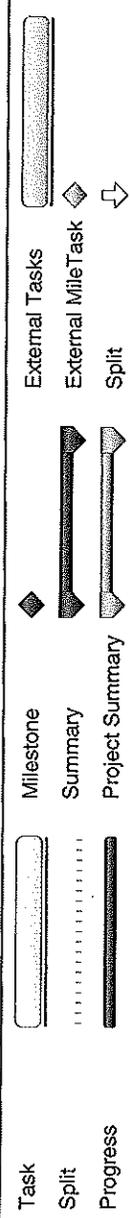
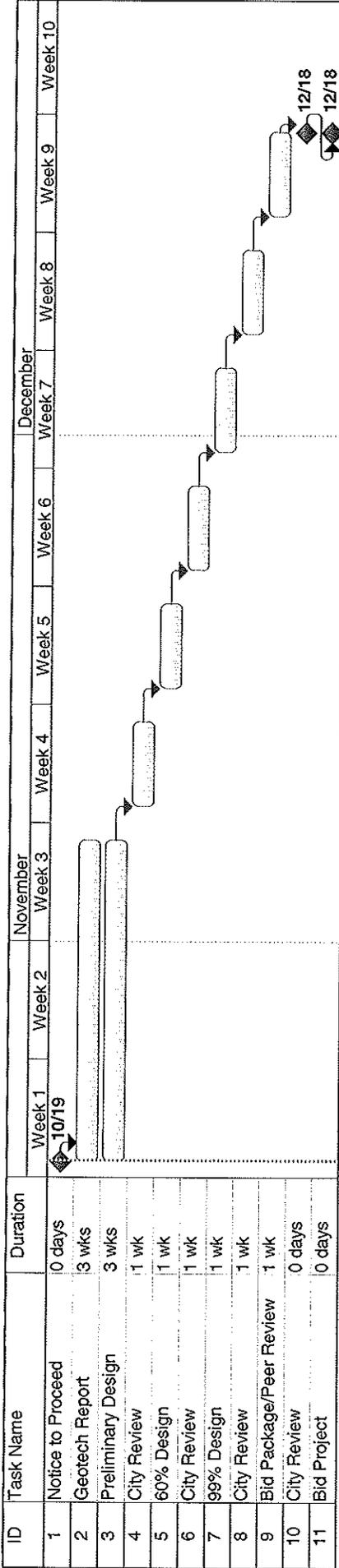
Michael Poon, PE
Peer Review
BKF ENGINEERS

Anh Tuan Nguyen, PE
Design Engineer
BKF ENGINEERS

BKF ENGINEERS
220 Professional Staff



EXHIBIT "A-1"



Project: Golf Sunnyvale Works!
 Continuous Golf Cart Path
 Date: 10/19/09

EXHIBIT "B"

FEE PROPOSAL

October 19, 2009

**SUNNYVALE WORKS
SUNNYVALE GOLF COURSE
CONTINUOUS CART PATH**

**KNOTT & LINN
445 N. WHISMAN ROAD
SUITE 400
MOUNTAIN VIEW, CA 94043
20096041-Golf**

SCOPE OF WORK

- TASK 1: PRELIMINARY DESIGN**
- TASK 2: 60% SUBMITTAL**
- TASK 3: 99% SUBMITTAL**
- TASK 4: BID PACKAGE**
- TASK 5: BIDDING SERVICES**
- TASK 6: CONSTRUCTION SERVICES**

	PIC	GOLF	TOTALS
TASK 1	24	24	48
TASK 2	12	8	20
TASK 3	12	8	20
TASK 4	24	4	28
TASK 5	12	0	12
TASK 6	24	8	32

SUBTOTAL 108 52 160

HOURLY RATE 200 180

HRS X RATE 21,600 9,360 30,960

	TASK SUBTOTAL =	\$30,960
Reimbursables:		
Reproduction, mileage & deliveries (budget 4%)	\$1,238	
BKF Engineers	\$55,000	
Parikh Consultants, Inc.(Geotechnical)	\$20,000	
	REIMBURSABLE SUBTOTAL:	<u>\$76,238</u>
	TOTAL:	<u>\$107,198</u>

Exhibit C
INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 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 the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

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 are to 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.

Claims Made Coverage

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

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 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.