

**Council Meeting: April 5, 2011****SUBJECT: Award of a Design Contract for Safe Routes to School (SR2S) Improvements Project (F1003-89)****BACKGROUND**

Approval is requested to award a contract to TY Lin International Inc., in an amount not to exceed \$138,990, to design Safe Routes to School (SR2S) improvements, and to approve a 10% design contingency in the amount of \$13,899.

DISCUSSION

Capital Project 828161 (Safe Routes to School) will implement certain recommendations of the Pedestrian Safety and Opportunities Study (Ped SOS) by constructing new sidewalks in areas identified with gaps in the sidewalk network, minor widening of existing sidewalks to improve Americans with Disabilities Act (ADA) access, construction of curb ramps, bike lane striping, countdown pedestrian head conversions and the installation of six in-road warning light crossing systems (IRWL) with flashing beacons and intersection improvements at areas identified as high priorities in the Ped SOS. The project will improve conditions for pedestrians at various levels of disability. Locations to be improved are in residential areas and near schools.

Request for Proposal (RFP) specifications were prepared by Public Works and Purchasing staff. Request for Proposals No. F1003-89 was sent to seven engineering firms that were prequalified in the Streets and Roadways category of the **Sunnyvale Works!** prequalification program. Three responsive proposals were received as follows:

Bellecci & Associates of Pleasanton	\$119,250
Mark Thomas & Company of San Jose	\$204,000
TY Lin International, Inc. of San Jose	\$205,867

Proposals were evaluated and ranked by an evaluation team consisting of Public Works Engineering, Traffic & Transportation and Purchasing Division staff. Proposals were evaluated on qualifications, experience, quality, project understanding and price. Although attractive from a pricing standpoint, the Bellecci & Associates proposal was ranked second as being very general in its approach and scope with no specific mention of the physical challenges at some of the project locations. The Mark Thomas proposal included 1,303 hours

for design, more than 400 hours more than either of the other two proposals, and seemed excessive to the evaluation team and was ranked the lowest. The TY Lin International proposal was comprehensive and included extensive CalTrans experience (the project is grant funded) as well as SR2S project experience in other local cities. Their proposal identified the design challenges at every location in the project, and potential mitigations for each of the issues, and was ranked highest by the evaluation team. TY Lin International was invited to meet with staff to discuss their proposal and to negotiate their proposed fee(s). Negotiations resulted in the total proposed fees being reduced from \$205,867 to \$138,990 with no reduction in project scope.

Staff recommends awarding a contract to TY Lin International, Inc. for design of the Safe Routes to School (SR2S) improvement project.

FISCAL IMPACT

Project costs are as follows:

Project design (including bidding and construction support)	\$138,990
Design contingency (10%)	<u>\$13,899</u>
Total cost	\$152,889

Funds are available in Project 828161 (Safe Routes to School).

PUBLIC CONTACT

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

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached draft and in the amount of \$138,990 to TY Lin International, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and
2. Approve a 10% design contingency in the amount of \$13,899.

Reviewed by:

Grace K. Leung, Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Marvin A. Rose, Director of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

Draft Consultant Services Agreement

**ATTACHMENT A
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF
SUNNYVALE AND TY LIN INTERNATIONAL, INC. FOR DESIGN AND
CONSTRUCTION SUPPORT SERVICES FOR SAFE ROUTES TO
SCHOOL (SR2S) IMPROVEMENTS PROJECT**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and TY LIN INTERNATIONAL, INC. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Safe Routes to School (SR2S) Improvements; 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 Brian Krcelic, PE 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 Thirty Eight Thousand Nine Hundred Ninety and No/100 Dollars (\$138,990.00) 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 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

To CITY: Mark Rogge, Assistant Director of Public Works
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: TY LIN INTERNATIONAL, INC.
Attn: Brian Krcelic, P.E.
97 East Brokaw Road, Suite 150
San Jose, CA 95112

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

TY LIN INTERNATIONAL, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title



1. PROJECT UNDERSTANDING/SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Sunnyvale (City) Safe Routes to School (SR2S) Improvement Project consists of pedestrian improvements at various locations throughout the City in order to provide safer/better routes walking to and from schools. The improvements include new sidewalks as gap closures, sidewalk widening, sidewalk extension, intersection bulb-outs, ADA compliant curb ramps, bike lane striping, countdown pedestrian head conversion, and in-road warning light crossing systems with flashing beacons.

This phase of the project includes performing civil engineering, traffic engineering, land surveying, and the related work necessary to prepare a set of plans and specifications suitable for Public Works bidding.

The proposed project improvements are assumed to be constructed within existing City right-of-way, unless otherwise directed by the City.

PROJECT IMPROVEMENTS

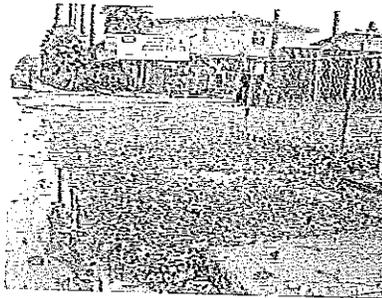
The project improvements include the following items of work by categories and locations. TYLI has performed a detailed field investigation of the project. Based on that investigation, we have highlighted in yellow comments and suggestions related to the City's Scope of Work presented in the RFP. We have also prepared an exhibit for suggested improvements for E. Maude Avenue and N. Sunnyvale Avenue.

A. Concrete Improvements

The majority of the work consists of concrete improvements in the form of new or widened sidewalks, installation of ADA compliant curb ramps and construction of concrete bulb-outs at intersections.

1. *New Sidewalk as a Gap Closure*

- a) 210 & 214 Ahwanee Avenue (south side), between San Aleso Avenue and Borregas Avenue.



*Approx.
Length*
100 feet

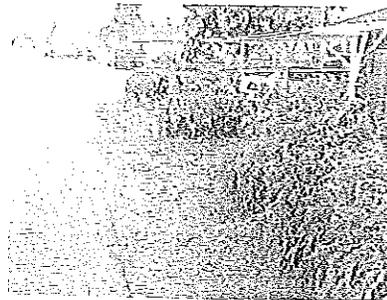
- b) Bernardo Ave. (east side) between Helena Dr. and Homestead Rd adjacent to the school gym where the walkway is asphalt concrete. New sidewalk will need to provide ADA passing width clearances from existing poles. Existing asphalt berm to be reconstructed or replaced with wheel stops to protect sidewalk from vehicle overhangs. Parking lot striping may need to be modified. Relocating wheelstops will provide adequate ADA clearance behind the pole.



240 feet



- c) Cascade Avenue (north side) between Pointe Claire Drive and Sydney Drive. Based on TYLI's recommendation, the length of the improvements has been changed from 600 ft. to 1,100 ft. The proposed improvements might cause potential right-of-way issues.



1,100 feet

- d) Gail Avenue (east and west sides from Gary Avenue to 150 feet north of Duff Court

1,300 feet

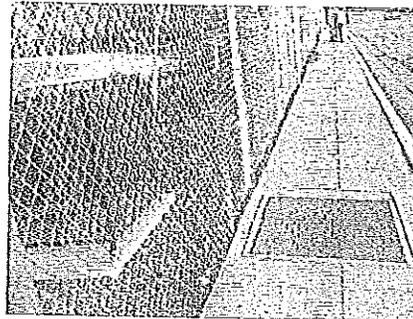
- e) Hollenbeck Avenue (east side) just north of West Fremont Avenue between Yellowstone Terrace and Conway Road

175 feet

- f) Iris Avenue (south side). Close small gap located 100 feet east of Golden Oaks Drive

50 feet

- g) Homestead Road (north side) abutting Cupertino Middle School, between Bernardo Avenue and Wright Avenue. A fence needs to be relocated and some grading, landscaping and/or a possible retaining wall will need to be installed to accommodate the widening of the existing sidewalk. Right-of-way will need to be confirmed to determine if easements are necessary. At the base of the existing equipment, limit widening up to the existing concrete pad.



300 feet

- h) Evelyn Avenue (north side) between Fair Oaks Ave. and Wolfe Road. Possible right-of-way issues. Need to avoid fire hydrant and light pole.

1,700 feet

2. **Concrete Bulb Outs (Reduced Curb Radii at Intersections)**

Intersection bulb outs to reduce pedestrian crossing distances are to be constructed at the locations listed below. Bulb outs shall have new curb and gutter, sidewalk, curb ramps, and drainage modifications.

- a) Along Washington Avenue at the following intersections:

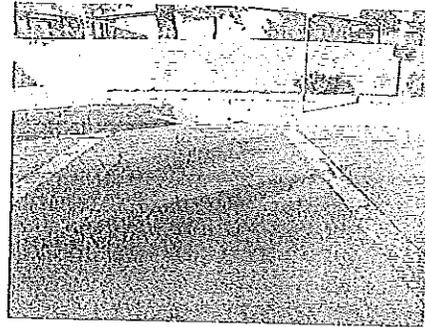
- (4) Acalanes Drive
- (2) Arriba Drive
- (4) Carbonera Avenue
- (4) Corral Avenue
- (2) Gabilan Avenue
- (2) Lanitos Avenue
- (4) Leota Avenue



Minimize existing storm drain impacts while designing the bulb-outs.

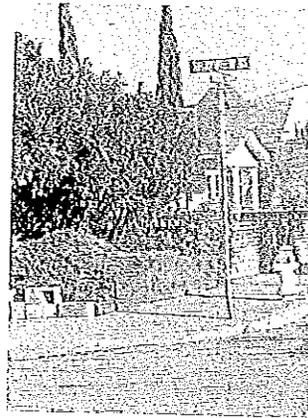


- b) Along Bernardo Avenue at the following intersections:
 - (4) Ayala Drive
 - (2) Cortez Drive
 - (2) Washington Avenue (at non-left turn corners)
- c) On E. Maude Avenue at N. Bayview Avenue, install (2) bulb outs to reduce the crossing distance across Maude Avenue.
- d) On W. Fremont Avenue at Sydney Drive, install (2) bulb outs to reduce the crossing distance across Fremont Avenue. Based on our field visit, we suggest installing only one (1) bulb-out in the eastbound direction due to the narrow roadway in the westbound direction.



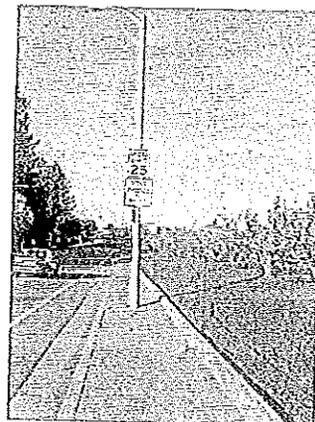
3. New Curb Ramps

- (2) Bayview/Washington
- (1) Iowa/flora Vista
- (2) Remington/Lime
- (1) Remington/Mango
- (2) Manet/Puccini
- (2) Manet/Romberg
- (1) Yukon/Cascade



4. Sidewalk Widening

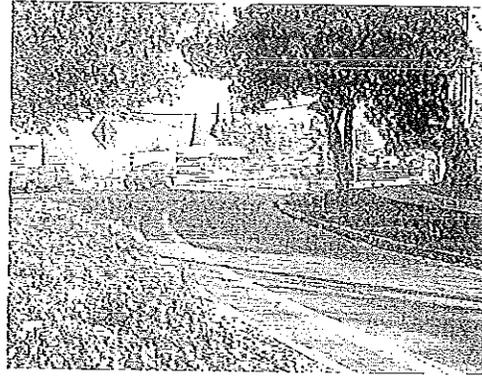
- a) Crescent Avenue (north side) between Manet Drive and Michelangelo Drive (2 poles) and Manet Drive (east side) between Crescent Avenue and Remington Drive (1 pole). If right-of-way exists, construct sidewalk radius around existing street light poles to provide ADA clearance. If right of way does not exist, relocate street lights to back of walk and replace existing mast arms to be longer. Based on our field visit, we suggest relocating the pole behind the curb, similar to the existing sign pole as shown in the picture.
- b) Hollenbeck Avenue (east side) from south side of Danforth Avenue intersection to El Camino Real. Provide ADA clearances for the following obstructions:
 - Pole 10829 south of Danforth Ave., construct radius around pole
 - Pole 33177 place concrete in void around this and adjacent pole
 - Pole K060 place concrete in void
 - Light Poles (2 locations) construct radius around pole





B. Intersection Modification

The tee-intersection of E. Maude Avenue at N. Sunnyvale Avenue shall be modified to eliminate the large sweeping right turn lane that currently accommodates northbound Sunnyvale Avenue traffic turning onto eastbound Maude Avenue. A more conventional right turn lane at the intersection is envisioned as a design solution to reduce speeding and improve pedestrian safety. The modified turn lane area shall be designed for hardscape improvements. Sidewalks to the south side of Maude Avenue and eastside of Sunnyvale Avenue shall be extended to the existing island. Striping on the south leg of Sunnyvale Avenue shall be extended to the existing island. Striping on the south leg of Sunnyvale Avenue shall be modified to increase the northbound lane width. All ramps at this intersection shall be designed for ADA accessibility. See Exhibit 1 on the following page for TYLI's suggested improvements for E. Maude Avenue at N. Sunnyvale Avenue.



C. Striping Improvements

1. Establish edge line striping in the eastbound direction on E. Maude Avenue between N. Sunnyvale Avenue and N. Bayview Avenue. Tie striping into the intersection design at Sunnyvale Avenue and the bulb out design at Bayview Avenue.
2. Adjust bike lane on eastbound Fremont Avenue between Selo Drive and Sydney Drive to accommodate the new bulb out and paint a high visibility crosswalk on the western leg of the Fremont Avenue/Sydney Drive intersection.

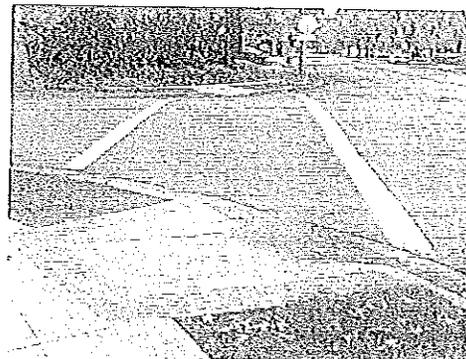
D. Pedestrian Countdown Signal Heads (Locations to be provided by City)

A total of 128 pedestrian signal heads will be upgraded to a count-down style display at 17 intersections throughout the City. At some locations, the entire housing needs to be changed as it is too small for the new LED modules; however, field wiring will remain where it is and no work will be needed from the poles to the controller cabinet. The City will provide a spreadsheet identifying the locations and type of retrofit that will be necessary, along with technical specifications for inclusion in the bid documents.

E. In-Road Warning Light Crossing Systems with Flashing Beacons

Six (6) in-road warning light crossing systems will be constructed as part of this project at the locations listed below. The City will provide technical specifications and a typical IRWL detail for inclusion in the bid documents.

- > Mid-block crossing on Meadowlake between Lakehaven and Lakefair
- > Mid-block crossing on Hiddenlake between Lakehaven and Lakefair
- > Mid-block crossing on Fairwood between Sandia and Prescott
- > Wright at The Dalles
- > Ramington at Spinosa
- > Fremont at Sydney





PROJECT APPROACH

Our approach to completing the design of the various improvements consists of the following steps:

- Hold a kick off meeting with the City of Sunnyvale to verify project requirements, conditions, constraints, and issues.
- Assemble as-built roadway, right of way, utility, and other available information for the specific improvement areas for use in completing the design.
- Perform field surveys at required locations to identify existing conditions and prepare a base map for design. At non-critical areas where minor improvements are being made (such as installation of a new access ramp and lighted crossing systems) existing mapping, plans, aerial photos (provided by the City), and Google Earth Professional will be used to create the base map for design.
- Prepare a preliminary design plan (35%) showing proposed project improvements.
- Prepare a preliminary conceptual construction cost estimate and list of Special Provisions.
- Submit the preliminary design plans and estimate to the City for review and meet with the City to discuss the review comments and finalize the design concepts.
- Prepare 60% and 99% plans, special provisions, and construction cost estimate for the project improvements and submit the plans to the City for review and approval.
- Prepare the final Bid Package and assist the City during the bidding and construction phases as appropriate.
- Assist the City during the bidding and construction phases, as required.

PROJECT ISSUES

The TYLI Team has identified project issues that will be addressed during design in order to successfully complete the project. Some of these issues will require proactive resolution before the construction phase in order for the project to proceed with the least disruption to the public and the Contractor.

Bulb-out Layout: In determining the proposed bulb-out layout, it will be necessary to consider how the various trees, street furniture, signal poles, and other existing features will impact the design and how impacts to the roadway pavement can be minimized. The curb radius should be designed to provide safe turning for large vehicles and yet provide protection to pedestrians. See Exhibit 2 on the following page for an example of plans that TYLI has developed for bulb-out layout.

Sight Distance: Sight distance at the intersection will be reviewed in the preliminary development stage so that proposed improvements do not interfere with driver and pedestrian sight distances.

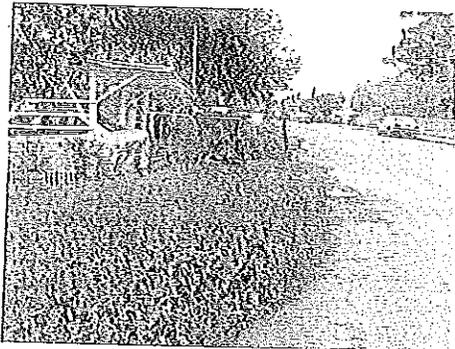
Drainage: The installation of bulb-outs can create drainage issues, which can be resolved in a number of different ways. Often times existing drainage inlets can be simply relocated to a new location. Other times the installation of additional inlets, grating-covered surface channels, or sidewalk drains are required. In determining the most appropriate design, it is necessary to consider cost, potential utility conflict, ease of maintenance, and potential for blockage of trash.





Utilities: Underground and overhead utilities exist within the project limits. Utility relocation is a very costly item and avoiding utility relocations results in significant cost savings. Special attention will be given to determining the location of existing utilities and designing the improvements to minimize the impacts to the existing utilities.

Right-Of-Way: The project is intended to be developed within the existing right of way. We will use recorded mapping to quickly and efficiently determine the street's ROW line and surrounding private property lines. The improvements will be designed to avoid the need to acquire additional right of way for the project improvements. The need for permits to enter and construct or for temporary construction easements will be determined at the preliminary design phase in order for construction to proceed on schedule.



Impacts to Transit Services: The TYLI team will work with the City and the Santa Clara Valley Transportation Authority (VTA) to review the design of the improvements and to determine how the impact to transit stops can be minimized.

Sequencing of Construction: Maintaining business access and transit services during construction will be addressed early on in the design to insure minimum disturbance to the existing community.



PROJECT MANAGEMENT PLAN

Our project management plan for the Safe Routes to School project consists of the following key elements:

Experienced Project Team

The first step in successful project completion is assembling the appropriate project team. We have identified a highly qualified team of engineering professionals to serve on this project. All of our key team members have experience on a wide range of local street and roadway improvements. This Team has a record of success and brings valuable lessons learned to this project.

Cost-Effectiveness

The TYLI goal is to complete the design as cost-efficiently as possible. This is made possible by the extensive experience TYLI team members bring to this project. Our Quality Control process will minimize the need for completed work to be re-visited, which leads to inefficiencies. The TYLI Project Manager is known for bringing value to projects and will look for every opportunity to do so on this project.

Scope and Budget Development and Monitoring

The TYLI team will prepare a cost summary broken down into detailed project tasks and activities. The project control process will then monitor and track costs incurred against those activities and compare that



to the actual progress. This will allow the Project Manager to identify any significant deviation between planned and actual costs and/or progress and take immediate corrective action.

Progress Meetings and Reports

The TYLI Project Manager will attend regular meetings with City staff to ensure that the project progress and issues are discussed in a timely manner. Progress Reports will be prepared monthly by TYLI and submitted with the monthly invoice. The Progress Report will discuss work items that have been completed during the previous reporting period, relative progress compared to the project budget and schedule, work to be performed during the coming period, and developing issues that may affect scope, schedule, or budget. Any significant change or concerns will also be reported to the City's Project Manager with recommendations to address these changes or concerns.

Issue/Action Item/Data Request Log

The team will maintain separate logs on project issues, action items and data requests. This allows the Project Manager to keep track of and obtain resolution on active and open items in an efficient and timely manner.

Quality Control

The project team will follow the TYLI QA/QC process and comply with City requirements. Our project scope and budget will include resources and time to perform the required quality control processes and activities that will be followed. As part of our Quality Assurance Program, we conduct regular audits to ensure that the processes are being adhered to. Records of QA/QC reviews will be included in the project submittals.

Management responsibilities, procedures, approach, and processes used to manage the project team include:

- Identifying lines of communication through the use of the organizational chart and team appointment memorandums
- Initiating and recording design level communication among team members
- Conducting regular meetings with design team members and conducting formal design review meetings
- Establishing task assignments
- Determining and providing the necessary resources through the use of work plan schedules and budgets
- Providing the physical and electronic environment required to accomplish the activities
- Providing appropriate employee training and verifying that team members are capable of performing task assignments
- Obtaining timely, objective feedback on the effectiveness of planning and work to meet performance measures
- Involving team members in meetings to ensure that improvements are identified and implemented

Normal, ongoing, routine checking and final reviews of deliverables will be conducted to ensure consistent quality and accuracy. These QC reviews occur throughout the process and at key milestones.

Discipline Leaders have primary responsibility for the actual implementation of the QC process and will propose appropriate and qualified QC reviewers for each of the deliverables that their respective team is



responsible for producing. The QC review process for both technical studies and design products generally includes:

- Originator submits a completed document to the Checker
- Checker reviews the document against (1) criteria, (2) standards, and (3) professional practice and marks up document
- Originator reviews comments and either (1) concurs with the comment(s), or (2) disagrees with the comment(s) and together with the Checker develop acceptable action(s)
- Originator and technician update and submit revised document (along with original document) to Checker
- Checker reviews revised document to ensure all comments were adequately addressed and that needed revisions were made

After completion and prior to submittal, a qualified individual not involved in the deliverable's analysis or preparation will conduct an independent QC review with the same steps listed above. The QC review will include confirmation that checking of all analysis and calculations was completed, that the submittal is complete, and that all previous review comments were addressed and action taken.

The Originator and Checker sign, date, and stamp the document at each step to demonstrate that the procedures were followed, and that the review is complete.

SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT AND COORDINATION

1.1. Project Management

Project management responsibilities and activities will include the following:

- Administer the project
- Clarify tasks, deliverables, and update work plan
- Ensure conformance with City standards and requirements
- Coordinate with City
- Prepare and update Project Schedule

1.2. Field Investigation

Conduct field investigation and review with team members to observe the site for the proposed improvements, and record existing conditions. Two site visits by Consultant Team Members are anticipated.

1.3. Meetings

Organize, schedule, and prepare agenda and meeting minutes for the following meetings:

- Project Kick-off meeting with City staff (1 meeting)
- Project Progress/Status meetings with City (up to 3 meetings)
- Design Coordination meetings with City (up to 3 meetings)



TASK 2 PRELIMINARY DESIGN

2.1. Research

Assemble and review available record documents including Utility Block Maps for City sanitary sewer, storm drain and water facilities, Tract Maps, and Parcel Maps.

2.2. Utility Coordination

Contact PG&E, Comcast Cable, AT&T, and other telecommunications, fiber-optic, or utility companies and obtain available utility records.

Coordinate with Santa Clara Valley Transportation Authority (VTA) for the temporary or permanent relocation of existing bus stops that are affected by the project improvements.

Coordinate with the US Postal Service to minimize impacts to mail routes that may arise due to the construction of the proposed improvements.

2.3. Field Surveys

Using City bench marks for horizontal and vertical control, perform field surveys to obtain conform elevations, cross sections, flowlines, manholes and valve covers, utility pole locations, and other miscellaneous surface features.

Prepare a base map at a scale of 1" = 20' for the project improvement areas to be used for the preliminary and final improvement plans.

Identify existing City right of way.

2.4. Right of Way Engineering

Obtain existing maps and/or deeds for adjoining properties to determine the common street/property right of way line.

Perform field ties as necessary to determine the property line locations.

2.5. Prepare Base Map

Prepare base maps showing existing surface features including:

- o Concrete curbs, gutters, sidewalks, driveways, pavement
- o Crosswalks, striping and pavement markings, signs, and traffic loops
- o Survey monuments and boxes, bench marks
- o Underground utilities based on record information only
- o Utility facilities such as boxes, vaults, manholes, hydrants, and drainage inlets
- o Spot elevations to delineate drainage patterns, cross slopes, and grades
- o Existing conform conditions behind the back of new sidewalks.
- o Poles for street lighting, traffic signals, pedestrian actuators, and cabinets.
- o Guy wires or other potential obstructions.
- o Street trees, vegetation.



2.6. Preliminary Plans

Prepare preliminary (35%) plans for the proposed improvements consisting of:

- o Title Sheet
- o Layout plans at a scale of 1"-20' showing the proposed project improvements at each location as noted above
- o Detail sheets

2.7. Special Provisions

Prepare draft special provisions for the proposed improvements using Caltrans' Standard Specifications and Special Provisions, the Standard Specifications for Public Works Construction, and the City's Standard Details and Specifications.

2.8. Engineers Estimate

Prepare a quantity estimate and preliminary engineer's estimate of probable construction cost.

Deliverables

- > Title sheet, plan sheets with base mapping, and detail sheets
- > Draft Special Provisions
- > Proposed bid items, bid item measurement and payment descriptions

TASK 3 60% DESIGN

Upon completion of City review of the preliminary plans, special provisions, and engineers estimate, TYLI will prepare 60% complete PS&E for City review.

3.1. 60% Plans

Prepare 60% plans for the proposed improvements consisting of:

- o Cover Sheet including title block, sheet index, vicinity map, location maps, notes brief description of contractor's scope of work, horizontal and vertical control, graphical scale, and other information.
- o Improvement Plans – demolition, required improvements, existing conditions and required striping and markings.
- o Details, location exhibits and applicable information to define the requirements for pedestrian countdown signal-head conversion and in-road warning light crossing systems.

The design of the intersection and pedestrian access paths of travel will meet the latest accessibility requirements of the Americans with Disabilities Act (ADA).

At intersection bulb-outs, the existing storm water flow patterns will be documented and the design of the bulb-outs will allow for positive drainage of water at the curb returns.

3.2. Special Provisions

Prepare redlined modifications to the City's boilerplate Special Provisions with project specific requirements.

Update the special provisions for the proposed improvements using City's Standard Details and Specifications, Caltrans' Standard Specifications and Special Provisions, and the Standard Specifications for Public Works Construction.



3.3. Engineers Estimate

Prepare a quantity estimate and engineer's estimate of probable construction cost.

Prepare a description of each bid item describing what is included in each bid item and how it will be measured and paid.

Prepare a preliminary bid schedule.

3.4. Response to Comments

Prepare a response to the City's previous review comments in a summarized list and/or noted next to comments on the City's marked-up plan sheet set and return with the revised submittal.

Deliverables

Submit five hard copies plus one digital copy of the following:

- Plan Sheets
- Redlined modifications to the City's boilerplate
- Special Provisions
- Quantity Estimate
- Bid schedule
- Bid item descriptions and how each bid item will be measured and paid
- Engineer's Construction Cost Estimate
- Response to Comments

TASK 4 99% DESIGN

Upon completion of City review of the preliminary plans, special provisions, and engineers estimate, we will prepare 99% complete PS&E for City review.

4.1. 99% Plans

Prepare 99% plans for the proposed improvements consisting of:

- Cover Sheet including title block, sheet index, vicinity map, location maps, notes brief description of contractor's scope of work, horizontal and vertical control, graphical scale, and other information.
- Improvement Plans – demolition, required improvements, existing conditions and required striping and markings.
- Details, location exhibits and applicable information to define the requirements for pedestrian countdown signal-head conversion and in-road warning light crossing systems.

4.2. Special Provisions

Prepare special provisions for the proposed improvements using Caltrans' Standard Specifications and Special Provisions, the Standard Specifications for Public Works Construction, and the City's Standard Details and Specifications.

4.3. Engineers Estimate

Prepare a quantity estimate and engineer's estimate of probable construction cost.

Prepare a bid schedule.



4.4. Peer Review Certification

A licensed professional engineer, other than the designer, will review the plans and specifications for overall constructability, cohesiveness and reasonable reduction in errors and omissions. The professional shall sign, date and stamp the "Certification of Peer Review" language below on company letterhead and include it with the transmittal of the 99% final plans and specifications.

"The undersigned hereby certifies that a professional peer review of the required design was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that based upon my review, appropriate corrections to the project plans and specifications have been identified and addressed"

4.5. Response to Comments

Prepare a response to the City's previous review comments in a summarized list and/or noted next to comments on the City's marked-up plan sheet set and return with the revised submittal.

Deliverables

Submit five hard copies plus one digital copy of the following:

- Plan Sheets
- Redlined modifications to the City's boilerplate
- Special Provisions
- Quantity Estimate
- Bid schedule
- Bid item descriptions and how each bid item will be measured and paid
- Engineer's Construction Cost Estimate
- PEER Review Certification
- Response to Comments

TASK 5 PREPARE BID PACKAGE

5.1. Prepare Bid Package

Incorporate Plans and Technical Specifications with the City's (front end) bid documents, including the Bid schedule, supplemental General Provisions and modified Special Provisions.

Deliverables

- Complete set of plans, stamped and signed by the Engineer of Record
- Complete Technical Specifications stamped and signed on the table-of-contents sheet by the Engineer of Record.
- Complete modified Special Provisions and Supplemental General Provisions.
- Final bid schedule with descriptions and quantities
- Final engineer's construction cost estimate using the bid schedule form (along with supporting documents not part of the bid package)
- Review City's Standard Construction Contract with completion of blanks that are determined by the work (time for construction)
- Statement by Peer Reviewer that the entire Bid Package was reviewed and is recommended for Public Works bidding (not part of the Bid Package)
- Digital copy of all work products and supporting work



TASK 6 BIDDING SERVICES

- 6.1. Requests for Information (RFI)
Respond to City requests for information
- 6.2. Pre-Bid Meeting
Attend pre-bid meeting
- 6.3. Addenda
Prepare addenda as necessary to inform plan-holders of significant responses to requests for information.

TASK 7 CONSTRUCTION SERVICES

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. Tasks under Construction Services may include the following:

- 7.1. Respond to Request for Information
Respond to Request for Information (RFIs), defending the plans and specifications where appropriate, and provide revisions or additional detail where necessary.
- 7.2. Submittal Review
Review and respond to Contractor Submittals. Review proposed substitutions for conformance to drawing and technical specifications.
- 7.3. As-Built Drawings
Prepare As-Built Drawings based upon red-lines provided by the Contractor.
- 7.4. Change Orders
Review and make recommendations on proposed changes to the contract.
- 7.5. Final Inspection
Attend the final inspection and assist the City in development of the punch list.

WORK TO BE DONE BY THE CITY

The City will be responsible for completing the following work:

- o CEQA documentation and recordation
- o SR2S grant compliance, administration and reimbursement requests

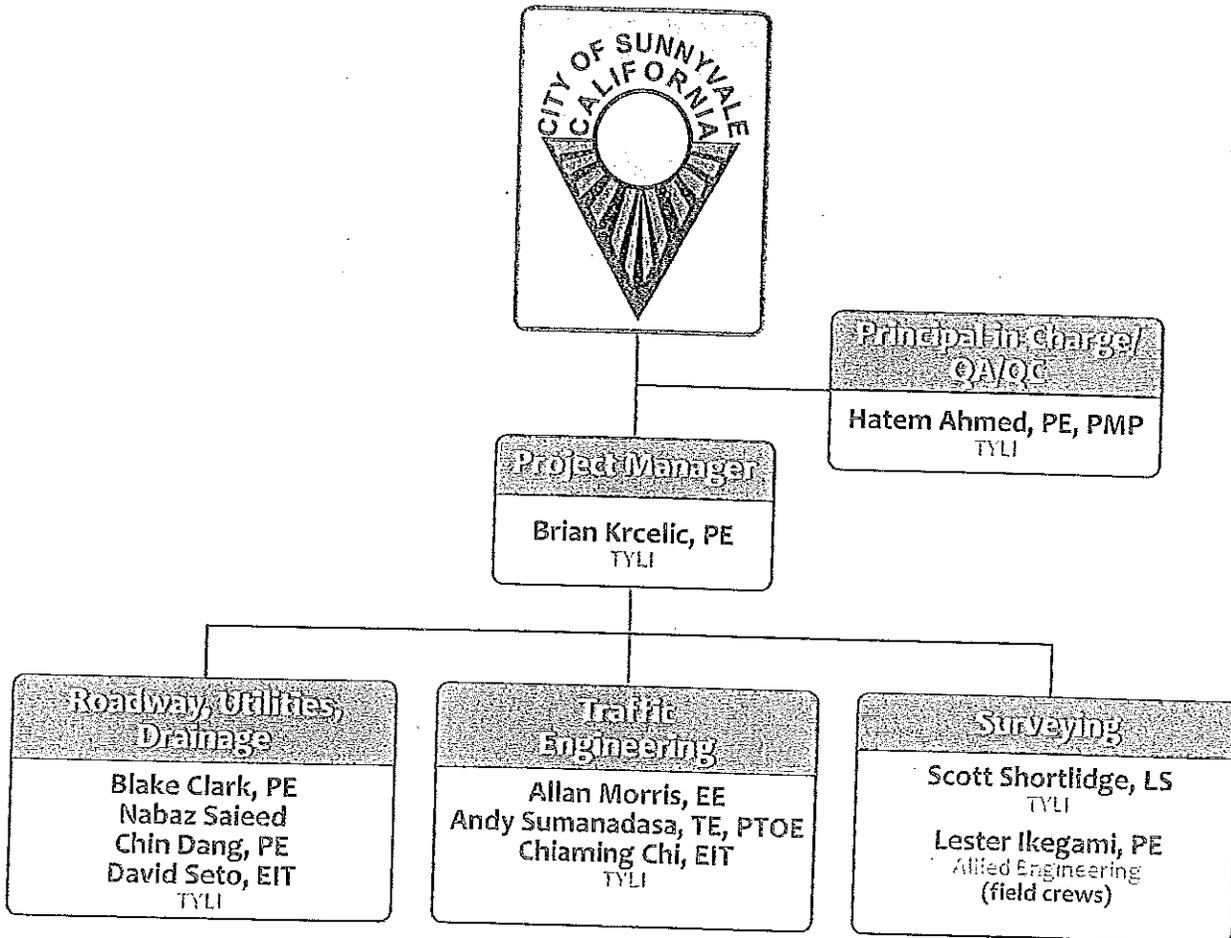
2. SCHEDULE

Based on our understanding of the scope of work and our experience on other similar projects, we have developed the following schedule for completing the project work. We have the available staff to provide the City with timely completion of the work.



3. PROJECT TEAM

Our proposed Team Organization, shown in the chart below, is based on the organization chart presented in our 2009 submittal and includes the staff that are most suited for the SR2S Improvements Project. Because of staff additions since our previous submittal, Brian Krcelic will serve as Project Manager and Nabaz Saieed is included among the staff assigned to provide civil engineering support. Both Brian and Nabaz bring specific project expertise related to this project. We have also added Allan Morris and Chiaming Chi because of specific experience for SR2S Projects. Scott Shortlidge has been added for the Survey task. He will be supported with field survey staff from Allied Engineering Company. We have provided a brief introduction for these staff and have included their resumes as an attachment to this proposal. We have also indicated the percent availability/commitment for each of these staff.



TYLIN INTERNATIONAL

engineers | planners | scientists

March 15, 2011

Mr. David Gakle, Principal Buyer
City of Sunnyvale Purchasing Division
650 West Olive Avenue
Sunnyvale, CA 94088

Subject: *Third Revised Fee Proposal
Safe Routes to School Improvements Project*

Dear Mr. Gakle,

Per the City's request, for the third time TYLI has revised the fee proposal for the project to reflect the following scope adjustments that were discussed and agreed to during the February 28th, 2011 meeting.

- 1) The City of Sunnyvale will provide the construction details and special provisions for the installation of the Pedestrian Countdown Signal Heads and the In-Road Warning Light Crossing System. We have reduced the traffic engineering hours accordingly.
- 2) Field surveying will be performed using local City bench marks when available and within 1000 feet of the specific site. If a local bench mark is not available a local control point will be established using a local feature such as a manhole cover. We have reduced the field surveying cost accordingly.
- 3) Draft Technical Specifications will not be required as a part of the 30% submittal to the City. We have reduced the engineering fees accordingly.
- 4) TYLI assumes a total of 20 hours for Bidding Services and total of 40 hours for Construction Services.

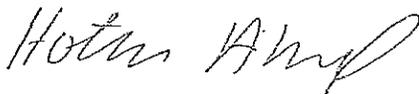
We have also made adjustments in man hours and billing rates of all assigned staff to other specific work tasks as appropriate. A copy of the revised fee proposal is attached.

We have adjusted our project schedule allowing for two week City review periods, and an overlap between our design activities and the City review periods. A copy of the revised schedule was sent to the City previously.

Thank you for the opportunity to meet with you and discuss these adjustments to our scope, schedule, and fee. TYLI has a strong interest in providing services to work with the City of Sunnyvale on this project. Please contact me at 408/961-4949 or at hahmed@tylin.com with any questions regarding this submittal.

Sincerely,

T.Y. Lin International



Hatem Ahmed, PE, PMP
Associate Vice President/Principal-in-Charge

Project Schedule

City of Sunnyvale Safe Routes to School Improvement Project

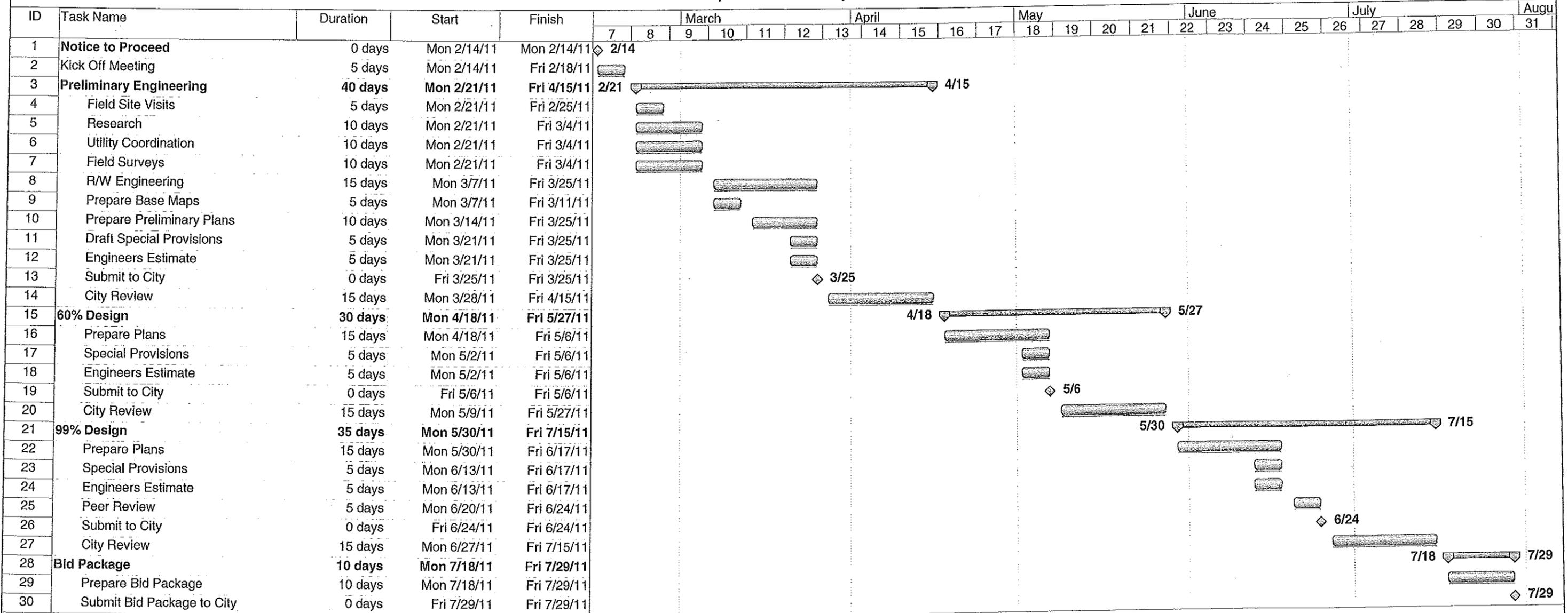


EXHIBIT "B"

City of Sunnyvale
 Safe Routes to School (SR2S) Improvements Project
 STAFF HOUR & FEE PROPOSAL
 March 15, 2011

TASK	TY LIN STAFF									TYLI Total Hrs Per Sub-Task	TYLI Total \$ Per Sub-Task	SUBCONSULTANTS		TOTAL \$ Per Sub-Task								
	PM Krcelic	QA/QC Ahmed	Sr Engr Saieed	Traffic Eng Samanadasa Morris	Assist. Engr Dang	Design Engr Seto	Survey Mgr Shortledge	Tech 4	Office Horner Support			Allied Surv Support	Direct Reimbursable Expenses \$									
Hr Rate:											\$220	\$220	\$160	\$155	\$110	\$110	\$200	\$90	\$60			
1 PROJECT MANAGEMENT & COORDINATION																						
1.1	Project Management (4 Month Duration)										24	\$ 5,500			\$ 5,500							
1.2	Field Investigation										8	\$ 1,760			\$ 1,760							
1.3	Meetings (5 Meetings)										10	\$ 4,420	\$ 200		\$ 4,620							
TASK 1 Total Hours											65											
TASK 1 Subtotal (\$)												\$ 11,680	\$ -	\$ 200	\$ 11,880							
2 PRELIMINARY DESIGN - 30%																						
2.1	Research										4	\$ 440			\$ 440							
2.2	Utility Coordination										12	\$ 2,360			\$ 2,360							
2.3	Field Surveys										4	\$ 800	\$ 21,500		\$ 22,300							
2.4	Right-of-Way Engineering										0	\$ -	\$ 2,400		\$ 2,400							
2.5	Prepare Base Map										4	\$ 4,520	\$ 21,500		\$ 26,020							
2.6	Preliminary Plans										4	\$ 11,640	\$ 150		\$ 11,790							
2.7	Prepare Special Provision										0	\$ -			\$ -							
2.8	Prepare Engineering Estimate										8	\$ 3,660			\$ 3,660							
TASK 2 Total Hours											192	\$ 134,220	\$ 45,400	\$ 150	\$ 68,970							
TASK 2 Subtotal (\$)												\$ 23,420	\$ 45,400	\$ 150	\$ 68,970							
3 60% Design																						
3.1	Prepare 60% Plans										2	\$ 15,400	\$ 100		\$ 15,500							
3.2	Prepare Special Provision										2	\$ 5,520			\$ 5,520							
3.3	Prepare Engineering Estimate										2	\$ 3,900			\$ 3,900							
3.4	Response to Comments										2	\$ 2,140			\$ 2,140							
TASK 3 Total Hours											216	\$ 26,960	\$ -	\$ 100	\$ 27,060							
TASK 3 Subtotal (\$)												\$ 26,960	\$ -	\$ 100	\$ 27,060							
4 99% Design																						
4.1	Prepare 99% Plans										2	\$ 8,260	\$ 100		\$ 8,360							
4.2	Prepare Special Provision										2	\$ 4,240			\$ 4,240							
4.3	Prepare Engineering Estimate										2	\$ 1,640			\$ 1,640							
4.4	Peer Review										4	\$ 880			\$ 880							
4.5	Response to Comments										4	\$ 1,080			\$ 1,080							
TASK 4 Total Hours											124	\$ 16,100	\$ -	\$ 100	\$ 16,200							
TASK 4 Subtotal (\$)												\$ 16,100	\$ -	\$ 100	\$ 16,200							
5 PREPARE BID PACKAGE																						
5.1	Prepare Bid Package										8	\$ 5,360	\$ 200		\$ 5,560							
TASK 5 Total Hours											48	\$ 5,360	\$ -	\$ 200	\$ 5,560							
TASK 5 Subtotal (\$)												\$ 5,360	\$ -	\$ 200	\$ 5,560							
TOTAL DESIGN FEE												\$ 83,520	\$ 45,400	\$ -	\$ 128,920							

TASK	TY LIN STAFF									TYLI Total Hrs Per Sub-Task	TYLI Total \$ Per Sub-Task	SUBCONSULTANTS		TOTAL \$ Per Sub-Task	
	PM Krcelic	QA/QC Ahmed	Sr Engr Clark/Saieed	Electrical Morris	Assist. Engr Dang	Design Engr Seto	Survey Mgr Shortledge	Tech 4	Office Horner Support			Pace	Direct Reimbursable Expenses		
	Hr Rate: \$220	\$220	\$160	\$155	\$110	\$110	\$200	\$90	\$60			Surv Support	\$		
6 BIDDING SERVICES															
6.1	Response to City request for information			4	4						8	\$ 1,260		\$ -	\$ 1,260
6.2	Pre-Bid Meeting	4		4	4						12	\$ 2,140		\$ -	\$ 2,140
6.3	Prepare Addenda										0	\$ -		\$ -	\$ -
TASK 6 Total Hours											20	3400		\$ -	\$ 3,400
TASK 6 Subtotal (\$)												\$ 3,400	\$ -	\$ -	\$ 3,400
7 CONSTRUCTION SERVICES															
7.1	Respond to Request for Information			4	4						8	\$ 1,260		\$ 50	\$ 1,310
7.2	Submittal Review			4	4	4					12	\$ 1,700		\$ -	\$ 1,700
7.3	As-Built Drawings										0	\$ -		\$ -	\$ -
7.4	Change Orders			8		8					16	\$ 2,160		\$ -	\$ 2,160
7.5	Final Inspection	2			2						4	\$ 750		\$ -	\$ 750
TASK 7 Total Hours											40	5870		\$ 50	\$ 5,920
TASK 7 Subtotal (\$)												\$ 5,870	\$ -	\$ 50	\$ 5,920
TOTAL HOURS											705	92790	Surv Support		138990
TOTAL FEE												\$ 92,790	\$45,400	\$800	\$ 138,990
														\$	\$ 138,990

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.