

**Council Meeting: August 23, 2011****SUBJECT: Award of a Contract for the Design of the Hendy Avenue Complete Street Project (F1003-93)****BACKGROUND**

Approval is requested to award a contract to Bellecci & Associates of Pleasanton in an amount not to exceed \$351,274 to design the Hendy Avenue Complete Street Project. Approval is also requested for a 10% design contingency in the amount of \$35,127.

The project will provide for the reconstruction of Hendy Avenue from Sunnyvale Avenue to Fair Oaks Avenue, and is part of the City's Bicycle Capital Improvement Program, Santa Clara County's Bicycle Expenditure Program, and the Valley Transportation Authority's (VTA) Bicycle Plan. The condition of the roadway in this area is exceptionally poor and it is missing or has substandard sidewalks, bikeways, lighting and inadequate drainage facilities. This project will essentially reconstruct the entire roadway section to provide for all travel modes, upgrade lighting and streetscape to downtown standards, and provide for additional on-street parking in the vicinity of the Northrop Grumman facility.

DISCUSSION

Request for Proposal (RFP) specifications were prepared by Public Works and Purchasing staff. Request for Proposals No. F1003-93 was sent to seven engineering firms that were pre-qualified in the Streets and Roadways category of the **Sunnyvale Works!** pre-qualification program. Two responsive proposals were received as follows:

Bellecci & Associates, Inc., of Pleasanton	\$375,765
BKF Consulting, Inc., of Walnut Creek	\$396,262

Proposals were evaluated by Public Works Engineering and Traffic & Transportation division staff on qualifications, experience, quality, project understanding and price. Bellecci & Associates was the highest rated and lowest cost proposer. Negotiations with Bellecci & Associates resulted in total fees being reduced from \$375,765 to \$351,274, even though work scope additions were required by a CalTrans final report on the project to include cultural and archeological surveys.

FISCAL IMPACT

Design costs are as follows:

Engineering design	\$351,274
Design contingency (10%)	<u>\$35,127</u>
Total costs	\$386,401

Funds are available in Capital Project 828900 (Hendy Avenue Complete Street Project). The funding source is a combination of Santa Clara VTA grant funds and local matching funds.

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 \$351,274 to Bellecci & Associates, 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 \$35,127.

Reviewed by:

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

Reviewed by:

Kent Steffens, Director, Public Works

Approved by:

Gary M. Luebbbers
City Manager

Attachments

- A. Draft Consultant Services Agreement

**ATTACHMENT A
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND BELLECCI &
ASSOCIATES, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES
FOR HENDY AVENUE COMPLETE STREET PROJECT**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and BELLECCI & ASSOCIATES, 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 Hendy Avenue Complete Street Project (TIP Project No. SCL 110014); 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 Daniel Leary, P.E. to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

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

2. Notice to Proceed/Completion of Services

(a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.

(b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

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

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion

associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Three Hundred Fifty One Thousand Two Hundred Seventy Four and NO/100 Dollars (\$351,274.00) 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

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

To CONSULTANT: Bellecci & Associates, Inc.
Attn: Daniel Leary
2290 Diamond Blvd., Suite 100
Concord, CA 94520-5744

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

BELLECCI & ASSOCIATES, INC.
("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

EXHIBIT "A"

SCOPE OF WORK



HENDY AVENUE COMPLETE STREET IMPROVEMENTS PROJECT

TIP Project No. SCL 110014

August 9, 2011

INTRODUCTION

Streetscape projects provide a vibrant pedestrian environment for a diverse set of commercial, retail, and residential uses. Streetscape projects have been credited with jumpstarting several building renovation projects throughout numerous communities. Streetscapes also are a solution to address a very particular set of issues within a unique physical context. Typical goals of a streetscape project include creating a safe and visually appealing pedestrian environment that also address transportation concerns in order to foster business growth and a livable community in the area. Existing streets in downtown or highly urbanized areas should be designed to provide direct environmental benefits and should be aesthetically integrated into the urban streetscape. Our detailed description on the following pages will describe the approach our team will follow to design the streetscape improvements to help update and invigorate Hendy Avenue.

Just as other public works endeavors such as sewer treatment plants, highway interchanges, and shopping centers require specialized engineers and designers, similarly a streetscape project requires a particular specialization from the team members. While there are many design teams that can provide a "good job" to the City, there are very few design teams who are as qualified as us to provide a superior quality project. Bellecci and Associates and Royston Hanamoto Alley & Abey (RHAA) are two firms with a history of working together on successful streetscape projects as is evidenced by the hugely successful *Historic Murphy Street* project. Both of our firms are well known in the Bay Area as Streetscape Specialists. The Hendy Avenue project requires a collaborative effort from a team of focused design professionals who have both the expertise and history of working together.

PROJECT UNDERSTANDING

Having a thorough understanding of the project's engineering requirements is one basis for developing a successful project approach. Just as critical in developing a successful project approach, however, is having an understanding of the goals of the City from a community perspective; i.e. what is the goal of the community that is driving the need for the project. As demonstrated below, our design team recognizes that having a thorough understanding of the community goals is the first step in developing an understanding of the engineering requirements of the project.

CONCORD
2290 Diamond Blvd. Suite 100
Concord, CA 94520-5744
Tel. 925-685-4569

PLEASANTON
6601 Koll Center Parkway, Suite 240
Pleasanton, CA 94566-3127
Tel. 925-681-4885

The City of Sunnyvale has identified the *Hendy Avenue Complete Street Improvements Project* as a critical element in the updating of community facilities. The outdated roadway has long since outgrown its original purpose and no longer meets the needs of the community; both vehicular transportation needs and more importantly pedestrian and cyclist needs have changed. As such, the City desires to replace the outdated roadway and pedestrian ways and replace them with a streetscape of modern character containing components relevant to the needs of today's users.

Hendy Avenue between Sunnyvale Avenue and South Fair Oaks Avenue is bounded on the south by the Union Pacific Railroad (UPRR) right of way; a very busy rail corridor carrying commuter freight trains running the length of the peninsula. On the northerly side of the roadway, substantially all of the alignment is fronted by the Northrop Grumman employment facility with just the most westerly 117 feet being occupied by a different owner/user.

With the recently completed and highly successful *Historic Murphy Street* project - designed by team members Royston Hanamoto Alley & Abey (RHAA) and Bellecci & Associates - the pedestrian corridor along Hendy Avenue is experiencing an increase in pedestrian traffic as the workers at Northrop Grumman walk into the downtown to visit Historic Murphy Street, shops, restaurants, the train station, and a variety of other locations. The current pedestrian and bicycle facilities are substantially deficient and outdated to accommodate the level of pedestrian traffic. In addition to the inadequate pedestrian facilities the roadway pavement cross section and lane configurations require updating to accommodate current traffic needs of the community.

This project provides the City of Sunnyvale an outstanding opportunity to recreate this street as a *Green Street*. Our recently completed project for the City of El Cerrito along State Route 123 (San Pablo Avenue) incorporated the first use of a *Green Street* along a conventional State Highway. Our approach to Hendy Avenue will focus on creating a *Green Street* environment along a similarly difficult roadway, one that will enhance the community environment.

Bellecci & Associates will manage the design process of the multi-disciplined team from the project inception through to the final design, project bidding, and construction support.

The Design Team will include the following Design Professionals:

- | | |
|---------------------------|---------------------------------|
| • Land Surveyors | Bellecci & Associates |
| • Civil Engineers | Bellecci & Associates |
| • Landscape Architects | Royston Hanamoto Alley and Abey |
| • Signal Design Engineers | Hexagon |

- Environmental Planners Geier & Geier
- Geotechnical Engineers Miller Pacific

CRITICAL DESIGN ELEMENTS

The reconstruction of Hendy Avenue begins with a concept for the final roadway. The City of Sunnyvale has commenced this process with the initiation of the Caltrans Field Review form and the Preliminary Environmental Study (PES). The preferred roadway cross section is depicted in these documents and will be implemented by the design team. Our design team will provide the City staff with alternatives representing varied approaches for the updated roadway cross section. The critical elements to be evaluated in the concept or design development phase are:

1. Pedestrian needs:
 - Ascertain if sidewalks are required on both the north and south side of Hendy Avenue.
 - Enhance pedestrian safety by keeping the pedestrians away from the UPRR tracks.
 - Eliminate utilities encroaching within pedestrian areas.
 - Provide ADA compliant walkway and ramps.

Our design team believes the project would be enhanced and function more efficiently if pedestrians are kept on the north side of Hendy Avenue only. This approach is different than presented by the City to Caltrans in conjunction with the Field Review form, however it would allow for a wider pedestrian walkway, keep vehicular traffic further from the pedestrians, and add to overall pedestrian safety. In addition, the wider walkways will serve to better accommodate ADA access compliance.

2. Bicycle Lanes
 - Incorporate Class 2 bike lanes as proposed by the City

The 60 foot right of way rapidly becomes crowded once Class 2 Bike Lanes are introduced into the cross section. This is another reason why we recommend a pedestrian walkway only on the north side of Hendy Avenue. The width of the bike lanes will conform to Chapter 1000 of the Caltrans Highway Design Manual.

3. New Underground Utilities

- A Portion of Hendy Avenue has overhead telephone only. The balance of the frontage has overhead power, telephone, and cable TV.
- Relocate poles, as necessary, to locations outside of the paved roadway surface and into the widened pedestrian area.
- Insure relocated poles to compromise ADA requirements.

After completing a very successful streetscape and undergrounding project in the City of Martinez, we would encourage the City to consider using AT&T Rule 32-A1 funds to underground a portion of the overhead AT&T facilities along Hendy Avenue. We have been successful in Martinez and other communities in having PG&E use Rule 20A funds and having AT&T use Rule 32-A1 funds to pay for not only undergrounding of overhead facilities but also pay for replacing the curbs, gutters, and sidewalks as part of surface restoration. This technique has freed up other funds for use to enhance other aspects of the streetscape projects. (Services associated with preparation of drawings and coordinating with AT&T for the undergrounding of their overhead facilities are not part of this proposal. Such services, if requested by the City, will be provided as "Extra Work"; a supplemental scope and budget will be provided for City approval and authorization.) Should the City decide not to pursue the undergrounding approach, any necessary relocation of overhead facilities located on the north side of Hendy Avenue will be accomplished through the City's franchise agreement with AT&T and PG&E.

4. Existing Underground Utilities
 - Evaluate the physical condition of existing sanitary sewer, water mains, and storm drainage system.
 - Evaluate the capacities of existing sanitary sewer, water mains, and storm drainage system and determine if system upgrades are needed and/or warranted.
 - Relocate existing fire hydrants out of the paved roadway area.

We will TV the existing facilities to determine the physical condition and capacities of existing sanitary sewer and storm drainage systems. We will work with the City on a replacement program should any of these facilities require renovation and/or replacement. We will also contact PG&E to determine if any gas main work is required which would ultimately be coordinated with the project construction schedule.

5. Railroad Spur Crossing(s)
 - Evaluate the status and need of the three (3) railroad spur crossings.

- Evaluate appropriate rail crossing treatment.

While the RFP mentions two inactive spur track crossings, our site review revealed there are actually three (3) inactive railroad spurs crossing Hendy Avenue. All but one appears to have had any "recent" use. However none of the spur lines connect to the main track. As spur tracks are almost always privately owned facilities, we anticipate we will need to contact Northrop Grumman and work with and negotiate with them for the removal of at least two of the unused spur tracks. We would expect they will want to retain the capability to use one of the spur tracks. Once resolved, we will provide the City with the most appropriate methodology for the Hendy Avenue crossing of the spur track and incorporate the design into the PS&E.

6. Green Street

- Provide City with design alternatives to recreate Hendy Avenue as a Green Street.
- Mitigate storm water quality and quantity impacts.
- Enhance visual esthetics of the Hendy Avenue corridor.

The ultimate Hendy Avenue roadway cross section should incorporate the *Green Street* approach to design. This options associated with this approach have been severely limited based on the street cross section included in the Caltrans Field Review form. The green street approach recognizes the substantial public benefit achieved by minimizing hard surface, maximizing vegetation, and creating a roadway that embraces the concept of treating stormwater before it leaves the roadway by incorporating stormwater treatment areas immediately adjacent to the roadway.

7. Landscape Architecture (Royston Hanamoto Alley & Abey -RHAA)

- Outdated pedestrian and bicycle facilities to be updated.
- Hendy Avenue lacks any appropriate street furniture.
- Landscape vegetation unkempt and/or non-existent.
- Landscape work will be limited to street trees, tree wells, site furnishings, and lighting coordination along the north side.
- Landscape work will be limited to lighting coordination only along the south side; no street trees, tree wells, and site furnishings.

The goal is to utilize the current downtown standards to create an environment contemporary and relevant to today's users. Introduction of inviting pedestrian ways and landscape elements helps create and foster a feeling of community pride and well being. The City's proposed street cross section does not allow for

any landscaping treatment on the south side of Hendy Avenue and no landscaping design is included in the scope and budget. If it is determined that an appropriately landscaped and designed storm water treatment area along the south side of Hendy Avenue adjacent to the UPRR corridor will be an asset to the streetscape, these services will be added later under a contract change order.

8. Traffic (Hexagon)

- None of the existing curb ramps at the intersection appear to be compliant with ADA standards. All lack truncated dome warning panels and it appears that most do not meet ADA standards for minimum/maximum slope and/or required landing area at the top of the ramp.
- Existing pedestrian push buttons on the northeast and southeast corners are the smaller style, which is not compliant with ADA standards.
- A bicycle detection push button is located on the northeast corner for westbound bicycle traffic. We recommend removing this button and installing bicycle detection in appropriate lanes in the street, either via in-pavement loops or video detection for bicycle traffic.
- A railroad crossing protection system appears to have been recently installed at the intersection. We propose to maintain that system and the existing railroad preemption system as part of the traffic signal modification in order to reduce the potential for other agencies to delay the project.

The modification of this signal and reconstruction of curb ramps and sidewalks at the intersection provides an excellent opportunity to bring the affected portions of the intersection up to current ADA standards. Field work at the intersection identified a significant amount of pedestrian traffic at the intersection. As such, improving the intersection to current ADA standards and upgrading pedestrian signal facilities would be a great benefit to the neighborhood. Signal modifications will be limited to new push buttons and design for relocated traffic signal detector loops; no pole modifications are included in the proposal and budget.

PROJECT APPROACH

RIGHT OF WAY RESEARCH AND ENGINEERING (BELLECCI)

Identifying the right of way available to the project is the first step in understanding the opportunities and constraints for the ultimate street cross section. Based on a field walk of the site and preliminary measurements between the UPRR fence and the back of sidewalk along the northerly side of the roadway, it appears the UPRR right of way extends beyond

the fencing and towards the existing Hendy Avenue pavement. However, since the area is not being used by the rail corridor an opportunity exists to incorporate the area - currently blighted and unkempt - into the overall streetscape. One of the early tasks will be to resolve the precise location of the UPRR right of way so a course of action can be devised as to how best utilize the area.

We will obtain the necessary record title documents defining private property ownership rights, Hendy Avenue right of way location, and UPRR right of way from either the S.B.E. or the Peninsula Corridor Joint Powers Board. We will also investigate rights associated with the railroad spurs. Our past experience in cases such as this leads us to believe the rights for the spurs as they cross the public roadways are unwritten and prescriptive. As such, the City should anticipate they will need to participate in negotiations with Northrop Grumman for the removal of the spurs and elimination of rights associated with the used spurs.

DESIGN SURVEY SERVICES (BELLECCI)

Design level topographic survey mapping will commence as one of the first orders of work. This mapping will become the basis for all planning and proposed design activities. Particular detail will be given to defining the existing conditions along the northerly right of way line of Hendy Avenue as this will be the conform point for the future improvements. Aerial mapping will be the base upon which supplemental detailed field surveying measurements will be plotted.

The topographic survey will include the physical features within the attached project area limits such as:

- a. Sewer manhole rim elevations, pipe inverts at manhole, pipe diameters, sewer lateral cleanouts and sewer lines.
- b. Storm drain manhole rim elevations, pipe inverts at manhole, pipe diameters drain inlets bottom, drain inlets pipe inverts, catch basin grate elevations and storm drain lines.
- c. Water valve boxes, meter boxes, anode boxes, fire hydrants and water lines.
- d. Gas valve boxes and gas lines.
- e. Traffic signal boxes, street light boxes, utility vaults, electrical poles, loop detectors, traffic sign posts, street lights, and electrical lines.
- f. Cable TV boxes, cable TV lines, telephone poles and telephone lines.
- g. Street monuments.
- h. Curb and gutter with spot elevations, sidewalks, driveways, trees, and fences.
- i. Utility poles and guy wires.
- j. Locations for overhead connections to existing buildings.

k. And other improvements not listed.

All mapping will be prepared at a scale of 1"=20'. The limits of the aerial mapping will extend approximately 75 feet northerly and southerly of the Hendy Avenue right of way which will provide for a mapping corridor of approximately 210 feet in width. The extended width will enable the proper design considerations for uses occurring adjacent to the right of way.

Similar to the approach employed at Historic Murphy Street, we will inventory and catalogue each and every utility along the route. This inventory and catalogue approach, when performed comprehensively early in the project topographic mapping stage, enables us to track the status of all utility facilities and responses from the appropriate jurisdiction. We developed this approach several years ago and continue to refine it. This approach is now the industry standard and consultants are required to follow a similar process in many Bay Area jurisdictions.

UTILITY RESEARCH AND COORDINATION (BELLECCI)

The utility inventory and cataloguing performed during the Design Survey Services becomes the basis for identifying and coordinating the utility research. As represented in the RFP, there are at least eleven utility company providers and/or public agencies to coordinate with throughout the project duration. The utility inventory and catalogue provides the basis to insure "no facility is left behind."

We approach the coordination early in the process to enable input from the impacted facilities at the onset of the design process. Coordination begins with an initial contact via US Mail containing a photo and description of the facility impacted and follows through the process with regular meetings and documentation as to meetings, discussions, and decisions related to its treatment.

ENVIRONMENTAL ASSESSMENT - CEQA & NEPA PROCESS (GEIER & GEIER)

At the outset of the work effort, Consultant will meet with the City to establish a mutual understanding and confirmation of the key issues to be addressed in the environmental review process. It should be noted that the City will need to examine project compliance with the greenhouse gas guidelines adopted by the State; however, the project may be exempt from more extensive, detailed analyses otherwise required for new projects. It is anticipated that facilitating alternative modes through the installation of bike paths, sidewalks, etc. would have an overall beneficial effect on local air quality.

Research Investigation: As indicated by the City's RFP, the Consultant will rely on existing background studies to the maximum extent feasible. Upon authorization by the City, Consultant will review all existing reference and research material related to the project and will assess the adequacy of these resources for use in the preparation of the Initial Study. Additional documents and reference materials may be utilized in the analysis. All relevant plans and background documents will be reviewed to provide a detailed description of the project. The project description will be extensive and provide information that will be utilized in the environmental setting section of the Initial Study. This section will describe the project location, background, history, intended uses, discretionary actions, characteristics, phasing agreements, permits and approvals that are required for the project, based on available information.

Environmental Setting: Scope of work includes the use of existing and new technical information prepared by the City. This section will describe the general character of the Project Area, including the setting, existing onsite and offsite land uses, and relevant local and regional planning programs.

Environmental Checklist: References will be categorized as per the City of Sunnyvale's Environmental Checklist standards. During the environmental review of the project, additional sources of information (in addition to documents provided by the City) may be utilized to adequately assess any impacts and provide an extensive discussion of each environmental issue. Such documents would include publications by County, State and Federal regulatory agencies, and/or regional agencies such as ABAG, RWQCB, BAAQMD. These documents will also be referenced and categorized according to the City of Sunnyvale's Environmental Checklist standard. The Initial Study document will address all environmental topic areas listed on the City's Environmental Checklist. Particular attention will be paid to the following issues, which may be considered to have potentially significant impacts associated with project implementation.

Air Quality: Consultant will utilize available documentation regarding regional and local air quality. There is the potential for the project proposal to be exempt from a detailed air quality assessment based upon the project purpose and design. The discussion for this issue will be confined to a brief explanation and justification for the exempt status of the project.

In the event that a more detailed analysis is required, an optional analysis for this section will focus on impacts associated with short-term construction and long-term operational air quality impacts, including the potential impact from emissions generated by project traffic. The Bay Area Air Quality Management District (BAAQMD) CEQA Air Quality Guidelines (June 2010) will be used to analyze air quality impacts. While the District's approach in addressing short-term, construction-related air quality impacts is to focus on control measures, CEQA

requires a more detailed examination of potential greenhouse gas effects from new project developments, including modeling to quantify construction-related criteria air pollutants and precursors. The proposed modeling for air quality will be performed by the Consultant.

Biological Resources: Consultant staff will review the California Department of Fish & Game's California Natural Diversity Data Base records for any Special Status species or habitats known to be present in the vicinity of the project site. Due to the disturbed condition of the site, it does not appear likely that impacts to Special Status species and/or habitats would occur. Wood Biological Consulting will provide the biological assessment of the project area and include an inventory of trees within the project area. In the unlikely event that a detailed analysis of tree conditions on the site is required, an arborist's evaluation would be provided as an "Extra Work" task.

Cultural Resources: Given the cultural nature of the project area, the Consultant team will include an archaeologist with experience in the assessment of cultural resources on properties with Caltrans oversight. Holman & Associates (H&A) will evaluate the potential for the presence of archaeological resources in the project area. As part of their scope of work, H&A will provide an assessment of the historical properties occurring in the project vicinity and determine the potential effects of the project on these resources. H&A will be a subconsultant to Geier & Geier Consulting, Inc.

Hazardous Materials: Consultant will prepare a Phase 1 Environmental Site Assessment (ESA) to determine the presence or absence of hazardous materials on the site. The investigation will include a site reconnaissance, review of local and state records, and discussions with City staff. Recommendations based on the results of the reconnaissance will be incorporated into the impact analysis sections. The Phase I Environmental Site Assessment will be prepared by PIER Environmental Services, Inc. If it is determined that hazardous materials are present, a Phase 2 investigation may be required in order to document the detectable levels of the materials present, and provide adequate mitigation measures. A proposal for "Extra Work" will be provided should services associated with a Phase 2 investigation be necessary.

Hydrology and Drainage: Consultant will assess the potential hydrology/drainage impacts related to the proposed project improvements. Consultants will analyze the surface hydrology impacts, which include primarily runoff water quantity, drainage infrastructure requirements, and surface water quality. Recommended mitigation measures would ensure compliance with RWQCB requirements for the control of urban pollutants potentially contributed by project construction activities and future roadway operations.

Noise: Consultant will analyze noise levels for both short-term construction activities and long-term traffic impacts. The effect of project construction on the surrounding noise

sensitive uses will be discussed and mitigation measures will propose mitigation measures for any significant impacts. Any recent noise studies available for the project area will be reviewed and incorporated into the analysis, as appropriate. Consultant will propose mitigation measures where the noise levels exceed relevant General Plan Noise Sub-element policies and standards.

Determination of Significance: A Determination of Significance of Impacts for each of the topic areas contained in the Environmental Checklist will be indicated. Detailed discussions will be prepared for each of the topic areas determined to have "No Impact", "Less than Significant", "Less Than Significant With Mitigation Incorporation", or "Potentially Significant" impacts.

Identification of mitigation measures and mitigation monitoring in programs:

Mitigation measures will be identified for each potentially significant or significant impact. Mitigation measures will be effective, specific as possible, and will be tied to performance standards, design guidelines, implementation actions, general plan policies, or other programs.

Consultant will submit draft Initial Study to City staff for comment. Consultant will incorporate final comments from City into final version of Initial Study and produce up to 25 copies of the final version of the Initial Study and Mitigated Negative Declaration for distribution by the City for public review. This scope of work includes the preparation of the Mitigation Monitoring and/or Reporting Program document as required by CEQA. Fifteen (15) copies of the document will be provided to the City after closure of the public review period.

Attendance at Public Hearings and Response to Public Comments on the Initial Study/Mitigated Negative Declaration: The proposed scope of work would be completed with the submittal of the Initial Study and Mitigated Negative Declaration copies (25) to the City for the public review period. If required, responses to public comments and/or attendance at public hearings would be provided as "Extra Work" services under a separate or supplemental contract.

TRAFFIC (HEXAGON)

Field Investigations

We will field-verify existing street light and traffic signal facilities, the routing of electrical conduits and the size and location of pull boxes and cabinets at the project location. Record drawings for the existing traffic signal will be verified for accuracy and completeness and our design base maps will be updated as necessary. Potential conflicts with overhead utilities

and obstructions, and other conflicts not readily apparent on the topographic maps will be identified in the field. Detailed measurements and photographs will be taken of the existing curb ramps and signal facilities on the northeast and southeast corners.

Hexagon will contact the City of Sunnyvale Public Works Department and research any special requirements they may have with regard to traffic signal and street lighting equipment specifications and operational strategies. We will determine any special drafting symbols or formatting requirements the City may have with regard to the design plans.

The signal equipment layout and signal operating scheme will be coordinated with Southern Pacific Railroad and Caltrain.

Per industry standards, electrical construction plans will be prepared in Caltrans format using standard Caltrans symbols and nomenclature. Equipment shown on the plans will conform to City of Sunnyvale standards. The traffic signal equipment layout and signal display will conform to the standards of the latest edition of the California MUTCD. The design of pedestrian facilities will conform to the requirements of the Americans with Disabilities Act.

It is anticipated that signal modifications will be limited to the installation of new detector loops on the westbound Hendy Avenue approach and removal of a bicycle push button on the northeast corner. Even so, the traffic signal modification plans will document the entire intersection so as to ensure that the existing westbound signal indications align appropriately with the new approach lane geometry. Should repositioning of the westbound signal indications or other unanticipated signal improvements be recommended, the City of Sunnyvale will be notified. Hexagon will not proceed to design additional signal modifications without prior City approval the additional scope of service and commensurate increase in fee.

Geotechnical Investigations (Miller-Pacific)

We will excavate 10 pavement cores to evaluate existing pavement sections and to obtain samples for R-value testing. We will mark the proposed core locations for clearance by USA, obtain an encroachment permit from the City of Sunnyvale, and sign the section of roadway in accordance with City regulations. Based on language in the City encroachment permit fee schedule language, we anticipate the encroachment permit fee will be waived. We assume that traffic control will be required and we will retain a traffic control subcontractor. We will perform 5 R-value laboratory tests of composited samples obtained in the field. We will produce a brief letter report presenting our findings and pavement design recommendations based on traffic index values provided by the City.

DESIGN

The design of the Streetscape project will be a collaborative effort by Bellecci, RHAA, and Hexagon. Consultant responsibilities are as follows:

Bellecci & Associates: Project Management, Layout, Drainage, Utilities, Coordination with and for utility relocations, Technical Presentations, Grading,

RHAA: Landscape Design, Site Furnishings, Planting & Irrigation, Meeting Graphics.

Hexagon: Traffic Signal Engineering, Lane reconfiguring, Railroad crossing interface.

Schematic Design Analysis -The purpose of the schematic design is to perform streetscape design analysis in preparation for submitting to staff viable roadway cross sections depicting methodologies to address the City's stated goals. The City of Sunnyvale has commenced this process with the initiation of the Caltrans Field Review form and the Preliminary Environmental Study (PES). The preferred roadway cross section is depicted in these documents will be the basis for further alternatives. Bellecci in conjunction with RHAA will initiate site typical sections for City review, based on layout ideas provided by Bellecci, Hexagon and RHAA. Team members will review possible strategies to increase the space for pedestrians, bicycles, green street elements. Although the corridor is very tight, there are design options that can increase space for pedestrians and landscape design which will be presented to the City staff.

Hydrology & Hydraulics - A hydrology and Hydraulics study and report will be prepared for the project. It is anticipated the selected *Green Street* approach will result in less peak and less total runoff from the project site than is currently experienced. Management of the storm water flows prior to their entering the storm drainage piping system is substantially more cost effective than replacing and upsizing piping. We will interview City maintenance staff to determine if there are any reported problems with street flooding and devise a design approach to address the problem. The final design approach and storm drain system modifications, if any, will be incorporated into the PS&E package.

30% Submittal– The project plan set will contain the plan sheets enumerated in the comprehensive listing provided in *Section 4. H* of the RFP. The plan set of the 30% submittal will include basic information sheets along with sheets containing horizontal layout of facilities minus the details, profiles, enlargements, erosion control. The intent of the 30%

submittal is to provide a progress plan set for circulation throughout the city and utility companies and illicit a response from interested parties.

Open House / Technical Review – After the 30% submittal we will attend review session with the property owners. The Open House format allows for more one-on-one attention, which is appropriate for this stage of the design.

60%, and 90% Submittals

After 30% comments are received by the design team the layout will be refined by Bellecci and distributed to the other Team members. A 60% submittal will follow containing the refined layout and supported with the inclusion of sheets containing details and enlargements.

The 90% submittal will include all of the plan sheets enumerated in Section 4. H of the RFP and other sheets as may be necessary to fully describe the work.

Presubmittals and QA/QC– Prior to each submittal, the plan set will go through QA/QC to insure the submittal package includes the appropriate information. In addition the QA/QC process will check for conflicts in the design and errors in the information presented. With each progressive submittal the QA/QC process will become more rigorous in searches for conflicts and/or gaps in information as well as searching for inadvertent errors in information depicted.

Final Submittal– the 99% Final Plans Specs and Estimate will incorporate the comments from the 90% submittal and plan check comments. Prior to submittal the plan set will undergo a rigorous in house check by the senior licensed professional - identified elsewhere in this proposal - to check for overall constructability, coordination, and errors and omissions.

Bid Documents - Final stamped and signed PS&E representing the project Bid Documents will show the final project layout and design as approved by all appropriate consultant team and City staff parties.

Project Bidding, Construction Support, and Grant Administration - Services will all be provided in conformance with the requirements set forth in the RFP. As the RFP is very clear in those services required, no additional description of services is being provided in our proposal.

EXHIBIT A1

PROJECT SCHEDULE

AUGUST 11, 2011

HENDY AVENUE COMPLETE STREET IMPROVEMENTS PROJECT
TIP Project No. SCL 110014

TASK	INITIATION DATE	COMPLETION DATE
Negotiations & Project Award	May 31, 2011	August 30, 2011
Kickoff Meeting	September 1, 2011	September 1, 2011
Phase 1 - Preliminary Investigations		
Right of Way Research & Engineering	September 2, 2011	September 30, 2011
Design Topographic Survey Services	September 7, 2011	October 12, 2011
Utility Research & Coordination	September 7, 2011	October 12, 2011
CEQA & NEPA Process	September 7, 2011	February 3, 2012
Phase 2 - Design		
Schematic Design Process	October 5, 2011	October 19, 2011
30% PS&E and Property Owner Meeting	October 19, 2011	November 28, 2011
60% PS&E and City Review	November 29, 2011	January 27, 2012
90% PS&E and City Review	January 30, 2012	March 30, 2012
99% PS&E and City Review	April 1, 2012	April 27, 2012
Final Bid Documents to City	April 30, 2012	June 1, 2012

EXHIBIT "B"
COMPENSATION

COST PROPOSAL

CITY OF SUNNYVALE
HENDY AVENUE COMPLETE STREET IMPROVEMENTS PROJECT
TIP Project No. SCL 110014



August 9, 2011

TASK #	RATE	PROJECT BUDGET ESTIMATE																TOTAL COST	
		TASKS DESCRIPTION	100 PIG*	170 PROJ. MNGR.	100 PROJ. ENGR.	130 SENIOR DSGNR.	100 SURVYR. MNGR.	145 SURVEY COORD.	215 2-MAN CREW	55 CLER.	1,075 AERIAL SURVEY	1,075 URBAN DESIGN	1,075 GEOTECHNICAL	1,075 ENVIRONMENTAL	1,075 TRAFFIC	1,075 TITLE REPORT	HRS./TASK		DIRECT COST
A. Preliminary Design																			
1		Project Coordination Meetings	12	16													28		\$5,000
2		Right of Way Research, Data Collection and Mapping					24	16							1280	3500	40		\$11,299
3		Topographic Survey, Data Collection and Mapping				80	8	12	40		8,750				1,650		140		\$33,200
4		Environmental Assessment	4	12	32									41,130			48		\$52,135
5		Utility Research & Coordination (PG&E, Comcast, AT&T, City, etc.)		24	32	40											96		\$14,400
6		Agency Coordination (VTA, Caltrans, Caltrain, CPUC, etc.)	16	40													56		\$9,840
7		Property Owner Coordination		8	8												18		\$2,540
		Preliminary Design Total	32	100	72	120	32	28	40	0	8,750	0	0	41,130	2,930	3,500	424		\$128,513
B. Design																			
1		Project Coordination Meetings	24	40	40												104		\$19,803
2		Preliminary (30%) Design Plans and Estimate		16	50	100				4		7,925			2,000				\$34,608
3		90% Plans, Specifications & Estimate (PS&E)		16	48	100				4		5,985			2,000		168		\$32,204
4		Hydrology & Hydraulics			64												64		\$10,240
5		Geotechnical Services		4								9,500							\$10,893
6		90% PS&E		16	32	88				4		5,370			2,500		140		\$27,860
7		99% PS&E		16	24	32				4		5,020			2,000		76		\$18,487
8		Peer Review	40														40		\$7,600
		Design Total	64	108	258	320	0	0	0	16	0	24,300	9,500	0	10,400	0	592		\$161,795
C. Bid Package																			
1		Final Bid Documents (100%)		8	24	20				6		6,280			2,000		58		\$17,931
2		Peer Review	16														16		\$3,040
3		Grant Administration Assistance	12	16													28		\$5,000
		Bid Package Total	28	24	24	20	0	0	0	6	0	6,280	0	0	2,000	0	102		\$25,071
D. Bidding Services																			
1		Bid Support		4	4												8		\$1,320
		Bidding Services Total	0	4	4	0	0	0	0	0	0	0	0	0	0	0	8		\$1,320
E. Construction Services																			
1		Construction Support		32	48							6,280			2,850		80		\$22,935
2		As-Built Drawings		2	10	40											52		\$7,140
		Construction Services Total	0	34	58	40	0	0	0	0	0	6,280	0	0	2,850	0	132		\$30,075
1		Miscellaneous Expenses (Mileage, Prints, Postage, etc.)															0	\$4,500	\$4,500
		PROJECT TOTALS	124	270	416	500	32	28	40	22	\$9,406	\$39,625	\$10,213	\$44,215	\$19,544	\$3,763	1258	\$4,500	\$351,274

NOTE: BREAKDOWN OF HOURS SHOWN IS FOR ACCOUNTING PURPOSES ONLY. DISTRIBUTION OF HOURS WILL VARY. TOTAL PROJECT FEES WILL NOT BE EXCEEDED WITHOUT APPROVAL OF A CONTRACT CHANGE ORDER BY THE CITY OF SUNNYVALE.

CONCORD
2280 Diamond Blvd., Ste. 100
Concord, CA 94520
925-685-4568
frank@bellecci.com

PLEASANTON
6601 Koll Center Parkway, Ste. 240
Pleasanton, CA 94533
925-681-4885
dankary@bellecci.com



**HENDY AVENUE COMPLETE STREET IMPROVEMENTS PROJECT
TIP Project No. SCL 110014**

TIME AND MATERIALS HOURLY RATE SCHEDULE

EFFECTIVE TO DECEMBER 31, 2012

ENGINEERING & PLANNING SERVICES

Principal	\$ 190
Senior Project Manager	\$ 170
Professional Engineer	\$ 160
Senior Designer	\$ 130
Senior Public Works Inspector	\$ 122
Designer	\$ 120
Public Works Inspector	\$ 106
Junior Designer	\$ 112
Junior Public Works Inspector	\$ 94
Planner	\$ 148
Clerical	\$ 55

LAND SURVEYING SERVICES

Professional Land Surveyor	\$ 160
Survey Coordinator	\$ 145
Survey Technician	\$ 120
Flag Person	\$ 84
1-Man Survey Crew	\$ 160
2-Man Survey Party	\$ 215
3-Man Survey Party	\$ 290

LEGAL AND EXPERT SERVICES

Depositions and Trial Testimony	\$ 295
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In House Printing:	Bond.....	\$0.20/sf
	Mylar.....	\$4.75/sf
	Large Format Color Presentation	\$4.00/sf
	Color Copies – 8.5” x 11”.....	\$1.00/ea
	- 11” x 17”	\$1.90/ea

Outside Printing & Delivery Services: Cost + 10%

Subcontractors: Cost + 10%

CONCORD
2290 Diamond Blvd. Suite 100
Concord, CA 94520-5744
Tel. 925-685-4569

PLEASANTON
6601 Koll Center Parkway, Suite 240
Pleasanton, CA 94566-3127
Tel. 925-681-4885

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.