

**Council Meeting: June 25, 2013****SUBJECT: Award of Contract for Design of Safe Routes to School Improvements Project (F13-41)****BACKGROUND**

Approval is requested to award a contract to Bellecci & Associates, in an amount not to exceed \$101,890, to provide design and construction support services for Safe Routes to School (SR2S) improvements budgeted in Capital Project 829370 – Safe Routes to School and Neighborhood Guided Bike Routes. Approval is also requested for a 10% contract contingency in the amount of \$10,189.

DISCUSSION

The Federal SR2S Program began statewide in August 2005. The program enables and encourages students in kindergarten through eighth grade (K-8), including students with disabilities, to safely walk and bicycle to school by facilitating the planning, design, and implementation of improvement projects in and around school neighborhoods.

In 2011, the City received \$820,000 in SR2S funding to design and construct improvements identified in the City's Pedestrian and Safety Opportunities Study, as well as the Neighborhood Guided Bike Routes Project developed as a Bicycle and Pedestrian Advisory Commission Study Issue. The work consists of establishing guided bicycle routes along various streets in the City, installing signage and striping at 14 various street intersections, and improving street intersections at Maude/Bayview and Maude/Sunnyvale. The project also includes installation of crosswalk In-Road Warning Lights (IRWLs) and speed feedback signs.

It should be noted that this project is not associated with the recently-completed Comprehensive School Traffic Study, which focuses specifically on intersection safety and will implement traffic measures at other locations throughout the City (see RTC No. 12-279).

Request for Proposal (RFP) specifications to design the project were prepared by Public Works and Purchasing staff, and RFP No. F13-41 was broadcast to potential consultants through the City's Onvia DemandStar public procurement network. Two responsive proposals were received as follows:

Bellecci & Associates of Pleasanton	\$154,378
TY Lin International, Inc. of San Jose	\$188,370

Proposals were evaluated and ranked by an evaluation team consisting of Public Works Engineering and Transportation and Traffic Division staff. Proposals were evaluated on qualifications, experience, quality, project understanding and price. Consultant interviews were held subsequent to evaluating the written proposals. Bellecci and Associates was unanimously selected as the top-rated proposer, and negotiations then commenced.

During the course of evaluating the proposals, and in subsequent discussions with Bellecci and Associates, it became evident that the allotted funding of \$820,000 would not be enough to cover the original scope of work prepared at the time of the grant application in 2010. This required a reduction in scope for the project, which also reduced the consultant fee from \$154,378 to \$101,890.

The items eliminated from the work scope include the curb ramp installations, which will be completed under a future project, and the intersection improvement at Lawrence Expressway/Lakehaven Drive, which is not supported by the County of Santa Clara (a permitting agency). Additionally, the plans and specifications for the IRWLs and the speed feedback signs will be completed by City staff and absorbed in the Department of Public Works' operating budget.

The work items to be designed by the consultant include plans and specifications for the guided bike routes, the Maude Avenue improvements, and signing and pavement markings. Bellecci and Associates will also provide support service during construction.

This project is categorically exempt from environmental review as an existing facility pursuant to CEQA Guideline Section 15301(c).

FISCAL IMPACT

Project costs are as follows:

Project design (including bidding and construction support)	\$101,890
Contract contingency (10%)	<u>\$ 10,189</u>
Total cost	\$112,079

Budgeted funds are available in Project 829370 (Safe Routes to School and Neighborhood Guided Bike Routes).

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 \$101,890 to Bellecci & Associates 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% contract contingency in the amount of \$10,189.

Reviewed by:

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

Reviewed by:

Kent Steffens, Director of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

- A. Draft Consultant Services Agreement

**Attachment A
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND
BELLECCI & ASSOCIATES FOR PROFESSIONAL SERVICES FOR DESIGN AND
PREPARATION OF DOCUMENTS FOR THE SAFE ROUTES TO SCHOOL 2013
PROJECT**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and BELLECCI & ASSOCIATES ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, contract specifications, consultation, services during construction and other services for a project known as Safe Routes to School 2013 Project; 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 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. Time for Performance

The term of this Agreement will be for a _____ period from {date} through {date}, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be authorized by City Council and granted by the City Manager if CONSULTANT performance and pricing remains acceptable to CITY.

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 {Amount Written in Words} (\$Amount in Numbers) 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: Richard Chen, City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: BELLECCI & ASSOCIATES
Attn: Daniel Leary, PE, LEED AP BD+C
6601 Koll Center Parkway, Suite 240
Pleasanton, CA 94566-3127

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

No officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

Pursuant to CITY'S Standard Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that any individual performing services under this Agreement is required to file a Statement of Economic Interest (Form 700), Disclosure Category 1. See www.fppc.ca.gov for Form 700.

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

APPROVED AS TO FORM:

BELLECCI & ASSOCIATES ("CONSULTANT")

City Attorney

By _____

Name/Title

By _____

Name/Title

Exhibit “A” Scope of Work

For this project, CONSULTANT will be responsible for design of the following tasks:

- 1 - Establishment of Guided Bicycle Routes
- 2 - Signing and Pavement Markings (14 intersection locations)
- 3 - Bulbouts and Parking Modifications at Maude/Bayview
- 4 - Maude/Sunnyvale Avenue Right Turn Lane Modifications
- 5 - Bidding and Construction Support

Task 1-Establishment of Guided Bicycle Routes

At the 30% stage of this task, CONSULTANT will coordinate with the City to receive an electronic file in AutoCAD format of the Citywide street system shown on the Guided Bicycle Route concept map.

At the 60% submittal stage, CONSULTANT will conduct a field reconnaissance of each bicycle route and drive each route and identify potential locations for the bike route sign, either on an existing sign post or street sign pole to minimize aesthetic impacts to adjacent property owners. Location will be noted on a table in the specs (Street light, separate pole, existing sign), along with nearest address. CONSULTANT will overlay bike route street sign symbols onto the map of the proposed bicycle route signs, based on the north-south and east-west routes identified on the concept map. The map will be submitted on a Full size 24” x 36” format.

CONSULTANT will prepare technical specifications in Caltrans Standard Specification format outlining the procedure for the Contractor to review the proposed locations, stake each proposed sign location and gain approval of the location from the City Inspector or Engineer prior to installation of the poles and signs.

A preliminary construction cost estimate will be prepared of the total number of signs required.

The City will provide one set of non-conflicting, consolidated review comments to CONSULTANT on the bike route map. CONSULTANT will meet with the City to review the comments on the 60% submittal.

CONSULTANT will revise the map and specs and resubmit to the City for review at the 90% and 100% Final stages prior to submitting the final submittal.

Deliverable: Full size 24” x 36” for final submittal; .pdf of progress prints of bike route map with proposed sign locations, technical specs, construction cost estimate, .dwg and .pdf copy of the bike route map.

Task 2 – Signing and Pavement Marking (14 locations)

CONSULTANT will prepare the signing and striping plans at 14 intersections in conformance with the latest California Manual of Uniform Traffic Control Devices and the Caltrans standard plans and specifications and City's standards and specifications. The 14 intersections are as follows:

- The intersection of Glendale Avenue and Morse Avenue
- The intersection of Ferndale Avenue and Morse Avenue
- The intersection of Duane Avenue and Bayview Avenue
- The intersection of Lakehaven Drive and Lakewood Drive
- The intersection of Washington Avenue and Sunset Avenue
- The intersection of Washington Avenue and Pastoria Avenue
- The intersection of McKinley Avenue and Pastoria Avenue
- The intersection of Iowa Avenue and Pastoria Avenue
- The intersection of Remington Drive and Mango Avenue
- The intersection of Remington Drive and Mary Avenue
- The intersection of Marion Way and Norman Drive
- The intersection of Dunford Way and Oriole Avenue
- The intersection of Dunford Way and Partridge Avenue
- The intersection of Dunford Way and Lochinvar Avenue

CONSULTANT will trace the curb lines for each intersection from Google Earth aerials for a maximum of 100 feet in each direction and scale the plans accordingly based on our field measurements. We will field verify the striping and markings shown on Google Earth are still in place at each location. The plans will be prepared at a 1"=20' scale.

CONSULTANT will submit a half-size .pdf copy of 30%, 60%, 90% and 100% submittals to the City.

CONSULTANT will prepare signing and striping technical provisions for submission to the City. The Bid item would be lump sum each site. CONSULTANT will prepare a construction cost estimate for each site.

CONSULTANT will receive one set of non-conflicting, consolidated comments on the plans from the City for each review submittal round. CONSULTANT will email City staff or setup a conference call with any comments that need clarification.

For the bid set submittal, a full size 24"x36", stamped and signed copy of the plans will be provided to the City. A MSWord file of the technical specification section pertaining to Signing and Striping work will be submitted to the City.

Deliverable: Half-size .pdf of striping and signage plans, technical specs, construction cost estimate, .dwg and .pdf copy of the plans.

Task 3- Bulbouts and Parking Modifications at Maude/Bayview

For the 30% submittal CONSULTANT will prepare plans & specifications for the Bulbouts and Parking Modifications at Maude/Bayview. The limits of work for Maude/Bayview is as shown on sheet 29 of 45 and extended to the north along the school frontage to include the parking area up to the bus stop. The base CAD files from the earlier design of the same project will be provided to the CONSULTANT by the City. The 30% submittal will show general layout with dimensions to curbs and striping. CONSULTANT will meet with City to review the 30% plan and present the proposed design to City staff. After approval of the 30% layout the 60% submittal will include an improvement plan and grading plan, traffic plan for striping and in-pavement flashers modifications, along with typical sections. The 90% submittal will add details and grading conforms. For the final submittal CONSULTANT will incorporate back-check comments from the City. CONSULTANT will prepare technical specifications for the items of work shown on the plans. Electrical work and signing and striping will be lump sum bid items. The project does not include bioretention areas. The extent of the street improvements will be for pedestrian improvements and minor street repaving to transition to the bulbout.

Task 4 - Maude/Sunnyvale Avenue Right Turn Lane Modifications

The limits of work for Maude/Sunnyvale Avenue right turn lane modifications is as shown on sheet 26 of 45. The base CAD files from the earlier design of the same project will be provided to the CONSULTANT by the City. The 30% submittal will show general layout with dimensions to curbs and striping. The layout of the pork shop island will be modified to include an widened pathway for bicycle passage in the former right turn lane area. This will also allow for surface runoff to pass through the existing gutter. CONSULTANT will meet with City to review the 30% plan and present the proposed design to City staff. After approval of the 30% layout the 60% submittal will include an improvement plan and grading plan, traffic plan for striping along with typical sections. The 90% submittal will add details and grading conforms. For the final submittal CONSULTANT will incorporate back-check comments from the City. CONSULTANT will prepare technical specifications for the items of work shown on the plans. Electrical work and signing and striping will be lump sum bid items. The project does not include bioretention areas. The extent of the street improvements will be for pedestrian improvements and minor street repaving to transition to the bulbout.

Task 5 - Bidding and Construction Support

CONSULTANT will provide bidding and construction support services on an as needed basis. Examples of services to be provided under Task 5 include; pre-bid meeting, preconstruction meeting, addendum, RFI's, submittal review, site meetings, change order reviews, minor design changes, and other services provided on a T&M basis up to the amount provided in the budget spreadsheet. CONSULTANT will submit all responses through the designated City construction manager and/or City inspector.

EXHIBIT B

PROPOSAL TO CITY OF SUNNYVALE

"SAFE ROUTES TO SCHOOL PROJECT"

Bike Route Signs, Signing and Striping at 14 Intersections, School Frontage Improvements near Bayview/Maude, Sunnyvale/Maude right turn
by Bellecci & Associates, inc - June 5, 2013

CIVIL ENGINEERING & LAND SURVEYING & PROJECT MANAGEMENT

	PROJECT BUDGET ESTIMATE						Civil Engineering Hours	Traffic Engineering Budget	Total Task Budget	
	RATE	\$160	\$140	\$120	\$130	\$230				
	TASKS DESCRIPTION	PROJ MNGR	PROJ ENG	ASSIST ENG	OFF. SURVYR.	2-MAN CREW				
1	Preliminary Design	10	40	10	0	0	60	\$3,500	\$11,900	
1	Supplemental field survey along Maude	0	0	0	6	8	14	\$0	\$2,600	
2	30% Submittal	8	59	60	0	0	127	\$6,000	\$22,700	
3	60% Submittal	4	50	50	0	0	104	\$11,000	\$24,600	
4	90% Submittal	4	40	55	0	0	99	\$10,000	\$22,800	
5	100% Submittal	4	16	16	0	0	36	\$5,000	\$9,800	
6	Bidding & CA (T&M allowance)	4	8	8	0	0	20	\$1,500	\$4,200	
Totals=		34	213	199	6	8	460	\$37,000	\$98,600	
								Printing & Delivery Allowance for Prime		\$700
								7% Sub Mark-up	\$2,590.0	\$2,590
								TOTAL BASIC SERVICES		\$101,890

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.