



**CONSENT CALENDAR**

**Agenda Item # 9**

**AGENDA REPORT SUMMARY**

**Meeting Date:** June 12, 2018

**Subject:** Consultant Contract Amendment: Miramonte Avenue Path, Project CF-01006

**Prepared by:** Kathy Small, Assistant Civil Engineer

**Reviewed by:** Susanna Chan, Public Works Director

**Approved by:** Chris Jordan, City Manager

**Attachment(s):**

1. Amendment Contract #1
2. Amendment Contract #2

**Initiated by:**

City Council, Capital Improvement Program (CIP) Project CF-01006

**Previous Council Consideration:**

April 12, 2016

**Fiscal Impact:**

\$52,490

**Environmental Review:**

Not applicable

**Policy Question(s) for Council Consideration:**

Not applicable

**Summary:**

- Amendment No. 1 was executed on February 27, 2017 to complete the design of the raised crosswalk at Miramonte & Berry as separate bid for an approved CIP, Project TS-01036
- Amendment No. 2 is to revise the scope of work to complete the path design on Miramonte into two separate phases due to the approval of the federal funds of \$1,000,000 for Phase I work
- The proposed Amendment #2 requires authorization by Council.

**Staff Recommendation:**

Authorized the City Manager to execute Amendment #2 on behalf of the City with Bellecci & Associates in the amount of \$52,490 for the Miramonte Path, Project CF-01006



**Subject:** Consultant Contract Amendment: Miramonte Avenue Path, Project CF-01006

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### **Purpose**

To approve a Consultant contract amendment for additional scopes of work not included in the original contract.

### **Background**

On April 12, 2016, Council approved a contract with Bellecci & Associates to provide professional engineering design and construction support service for the Miramonte Avenue Path, Project CF-01006 in the amount of \$207,916. This project was identified in the Blach Neighborhood Traffic Study, the Los Altos Bicycle Transportation Plan, and Pedestrian Master Plan and is currently listed as a Tier II project in the County Bicycle Expenditure Program. It includes storm drain, pedestrian and bicycle access improvements along Miramonte Avenue, between Fremont Avenue and the City limit with City of Mountain View at the north end.

### **Discussion/Analysis**

On February 27, 2017, Contract Amendment No. 1 was issued to include improvements at the intersection of Miramonte Avenue and Berry Avenue. The improvements at this intersection was originally planned as a separate school route improvement project in the City's five-year Capital Improvement Program (Project TS-01036). Inclusion of improvements at this intersection to the Miramonte Avenue Path Project allowed us to better coordinate the design. Additionally, it may potentially provide some cost saving on construction as one bigger project.

The City received a \$1,000,000 federal grant to construct a portion of the improvements on Miramonte Avenue. Therefore, the City requested Bellecci to revise the scope of work to include the design as 2 separate phases. Phase I will includes improvements from City Limit to Berry on Miramonte Avenue, including the work for Project TS-01036 and to be constructed this summer. Phase II will be completed by Bellecci and ready for construction pending future construction funding. Additional professional support to meet Caltrans requirements for the federal grant results in the need for contract amendment #2.

### **Options**

- 1) Authorize the City Manager to execute the Amendment #2 to Bellecci & Associates for additional professional services

**Advantages:** The additional services are needed to complete the design project in two phases to qualify for federal funds

**Disadvantages:** None

- 2) Do not execute Amendment #2 to Bellecci & Associates



**Subject:** Consultant Contract Amendment: Miramonte Avenue Path, Project CF-01006

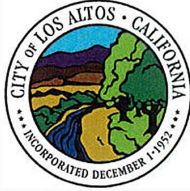
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**Advantages:** None

**Disadvantages:** The design project will not be completed and the City will lose the \$1,000,000 federal funds

**Recommendation**

The staff recommends Option 1.



**AMENDMENT No. 001 to  
AGREEMENT BETWEEN THE  
CITY OF LOS ALTOS, CALIFORNIA AND  
BELLECCI & ASSOCIATES  
FOR DESIGN PROFESSIONAL CONSULTING SERVICES FOR  
MIRAMONTE AVENUE PATH, PROJECT CF-01006 (1501)**

THIS AMENDMENT No. 1 TO THE ORIGINAL AGREEMENT is made and entered into as of 27<sup>th</sup> day of February, 2016, by all and between the CITY OF LOS ALTOS, a municipal corporation hereinafter referred to as "CITY," and Bellecci & Associates, a California Corporation, hereinafter referred to as "CONSULTANT."

**RECITALS**

**WHEREAS**, on April 22, 2016 the CITY and CONSULTANT entered into an agreement to provide design services to improve pedestrian and bicycle safety along Miramonte Avenue between Fremont Avenue and the city limit with the City Mountain View.

**WHEREAS**, CONSULTANT is a independent consultant providing similar professional services to numerous other cities; and

In consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, CITY and CONSULTANT hereby agree that the following sections of the aforesaid agreement dated April 22, 2016, are amended to read as follow:

1. Section 1, **SCOPE OF SERVICES**, is hereby amended to add the following verbiage to the end of the paragraph from the Original Agreement:

“CONSULTANT shall provide additional scope of design services to improve pedestrian safety for the intersection of Miramonte Avenue & Berry Avenue as a separate plan and specification package, as described and shown in Exhibit E. CONSULTANT’S fee proposal for the additional services for \$18,200 is attached hereto and incorporated herein as Exhibit F.

CONSULTANT shall provide right-of-way research for 977 Clinton and provide additional striping work north of Miramonte & Covington, as described and shown in Exhibit E. CONSULTANT’S fee proposal for these additional services for \$3,460 is attached hereto and incorporated herein as Exhibit F.”

2. Section 2, **SCHEDULE**, is hereby amended to add the following sentence to the end of the paragraph”.

“For the additional design services described in Exhibit E, the CONSULTANT shall meet the completion requirements as indicated in Exhibit G.”

3. Section 4, **COMPENSATION**, is amended to add the following sentence to the end of the paragraph:

“Compensation for conducting the additional scope of work at the intersection of Miramonte Avenue & Berry Avenue, striping design north of Miramonte & Covington, and right-of-way research for 977 Clinton as described and shown in Exhibit E shall not exceed \$21,660”

4. This First Amendment shall be binding upon and inure to the benefit of all Parties herein, and their successors and assigns. All other terms of the original Agreement dated April 22, 2016 which are not in conflict with the provisions of this First Amendment, shall remain unchanged and in full force and effect. In case of a conflict in the terms of the Agreement and this First Amendment, the provisions of this First Amendment shall control.

**CITY OF LOS ALTOS:**


APPROVED AS TO CONTENT:

By:   
Susanna Chan, Director of Public Works

APPROVED AS TO FORM:

By:   
Jolie Houston, City Attorney

AGREED:

By:   
Christopher Jordan, City Manager

CONSULTANT:

By:   
Daniel Leary, Senior Project Manager

DATE:

2.2.17



TASKS DESCRIPTION	PROJ MNGR	PROF ENG / TRANSPORTATION ENG	ASSOC ENG	ASSIST ENG	OFF. SURVYR.	SURVEY CREW	Total Hours	Budget
1 Concept exhibit with RRFB/Ramps/Speed Table	0.5	2	4	0	0	0	6.5	\$1,010
2 RRFB Design (plans & specifications)	1	5	10	20	0	0	36	\$5,130
3 Layout Update with Curb Ramps enlargements	1	6	0	10	0	0	17	\$2,560
4 Speed Table layout and Detail	0.5	2	0	8	0	0	10.5	\$1,500
5 Technical Specifications and Bid Form (see below anticipated bid items)	0	4	0	7	0	0	11	\$1,630
6 Printing/Delivery Allowance	0	0	0	0	0	0	0	\$170
rates	186	176	142	132	170	268		
Totals=	3	19	14	45	0	0	81	\$12,000

**OPTIONAL SERVICES**

OS1 Boilerplate specifications	0	2	0	7	0	0	9	\$1,280
OS2 Allowance for Bid Support	0	3	5	0	0	0	8	\$1,240
OS3 Allowance for CA Services	0	4	16	0	0	0	20	\$2,980
OS4 PG&E Application / Coordination	0	1	0	4	0	0	5	\$700

**Bid Items-Units-Pay Clauses-Estimate Items**

Mobilization	Lump sum
Traffic Control	Lump sum
Clearing, Grubbing, Demolition & Earthwork	Lump sum
Curb Ramps	Each
Sidewalk	SF
Curb & Gutter	LF
AC Paving	Ton
Signing & Striping	Lump sum
RRFB	Lump sum
Undergrounding and/or drainage	N/A
Lighting	N/A
Fencing & Railing	N/A
landscaping	N/A

**Anoop Admal PE, Bellecci & Associates Inc.**

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**From:** Daniel Leary <daniel@bellecci.com>  
**Sent:** Monday, January 09, 2017 12:10 PM  
**To:** Kathy Small  
**Cc:** Cedric Novenario; 'Anoop Admal PE, Bellecci & Associates Inc.'  
**Subject:** Aerial extension for Miramonte

Hi Kathy,

We spoke with our aerial subconsultant and we learned there is enough coverage on the original aerial flyover to extend to the base mapping City limit line. So the added cost to extend the base map in CAD for the aerial company is \$660 (striping design only). Please let me know if you have any questions or comments.

Thank you

Daniel Leary PE PTOE QSD



Bellecci & Associates

[www.bellecci.com](http://www.bellecci.com)

d 925.681.4880



**Anoop Admal PE, Bellecci & Associates Inc.**

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**From:** Charles Capp <ccapp@bellecci.com>  
**Sent:** Tuesday, December 27, 2016 1:45 PM  
**To:** Kathy Small  
**Subject:** 977 Clinton ROW  
**Attachments:** 20161227132655362.pdf

Dear Kathy Small,

Please see the attached record map and associated Assessor's Parcel Map. Notice that the subdivision map was filed in January 1948. The set Iron pipe monuments have been in the ground for almost 69 years. The chance that an experienced survey crew can recover the points and that they are measured with a minimum of an acceptable "material discrepancy" are at best 50/50. So my expected cost to recover and/or reset the right of way for 977 Clinton Road and file the required corner record with the Santa Clara County Surveyor is \$2,800. If no monuments can be found or recovered an additional cost will be provided to the City.

Please contact our office if you have any questions.

Thank You,

Charles N. Capp PLS  
(925) 685-4569 X109

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Charles N, Capp PLS 6925



[www.bellecci.com](http://www.bellecci.com)  
direct: 925-685-4569  
fax: 925-685-4838

Due to the potential that information exchanged by electronic media can deteriorate, be damaged, lost or modified unintentionally or otherwise, use of this electronic data by anyone other than Bellecci & Associates, Inc. shall be at the sole risk of each such user and shall be without liability or legal exposure to Bellecci & Associates, Inc. The recipient is responsible for verifying the accuracy of all data against the governing hard copy documentation. Recipient assumes all risks in the changing or modification of data and revision or updating of hard copy documents.

*Please consider the environment before printing this e-mail.*

City of Los Altos  
RRFB Intersection at Berry Avenue

updated 2.9.17

ID	Task Name	Duration	Start	Finish	Pred	2017											
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep			
1	Layout Alternatives for Berry Avenue	13 days	1/26/17	2/13/17													
2	Submit layout Alternatives to City for Review and Comments	2 wks	2/14/17	2/27/17	1												
3	Prepare Draft Improvement Plans for Intersection	4 wks	2/28/17	3/27/17	2												
4	Subimt to City for Review and Comments	3 wks	3/28/17	4/17/17	3												
5	Prepare Final Plans for Intersection	3 wks	4/18/17	5/8/17	4												
6	Submit to City for Bidding	2 days	5/9/17	5/10/17	5												
7	Advertise	3 wks	5/11/17	5/31/17	6												
8	Bid Opening	1 day	6/1/17	6/1/17	7												
9	Award	4 wks	6/2/17	6/29/17	8												
10	Construction	10 wks	6/30/17	9/7/17	9												



<b>Project Name</b>	<b><i>Miramonte Avenue Path</i></b>			
<b>Project Number</b>	<b><i>Project CF-01006 (1501)</i></b>			
<b>Consultant</b>	<b><i>Bellecci &amp; Associates</i></b>			
<b>Contract/ Amendment</b>	<b>Date</b>	<b>Contract/ Amendment (\$)</b>	<b>Exhibits</b>	<b>Content</b>
<b>Original Contract</b>	4/22/16	\$207,916		<b>Engineering Design Services &amp; Fee Schedule</b>
<b>Amendment No. 1</b>	2/27/17	\$ 21,660		<b>Revised Scope of Services &amp; Fee Schedule</b>
<b>Amendment No. 2</b>		\$ 52,490		<b>Revised &amp; Additional Scope of Services &amp; Fee Schedule</b>
<b>Contract/ Amendment Amount to Date</b>		\$282,066		

Submitted for review by:

Department: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

***AMENDMENT No. 2***  
**TO THE AGREEMENT BETWEEN**  
**THE CITY OF LOS ALTOS, CALIFORNIA**  
**AND**  
**BELLECCI & ASSOCIATES**  
**FOR DESIGN/ PROFESSIONAL CONSULTING SERVICES FOR**  
**MIRAMONTE AVENUE PATH, PROJECT CF-01006 (1501)**

**THIS AMENDMENT No. 2**, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2018, **TO THE ORIGINAL AGREEMENT** made and entered into on 4/22/16, by and between CITY OF LOS ALTOS, a municipal corporation, hereinafter referred to as "**CITY**," and BELLECCI & ASSOCIATES, hereinafter referred to as "**CONSULTANT**."

**RECITALS**

**WHEREAS**, on April 22, 2016 CITY and CONSULTANT entered into an agreement for consulting services ("Agreement") to provide design services to improve pedestrian and bicycle safety along Miramonte Avenue between Fremont Avenue and the city limit with the City Mountain View; and

**WHEREAS**, CONSULTANT is an independent consultant providing similar professional services to numerous other cities; and

In consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, CITY and CONSULTANT hereby agree that the following sections of the aforesaid Agreement dated April 22, 2016, are amended to read as follows:

1. Section 1, **SCOPE OF SERVICES**, is hereby amended to add the following sentence to the end of the paragraph from Amendment No. 1:

"CONSULTANT shall provide the additional services to revise the scope to separate the design into two phases, to provide additional survey and testing for Miramonte Avenue Path, Project CF-01006 as described and shown in Exhibit H. CONSULTANT'S fee proposal for the additional services for **\$56,990** is attached hereto and incorporated herein as Exhibit H."

2. Section 2, **SCHEDULE**, is hereby amended to add the following sentence to the end of the paragraph".

"For the additional service described in Exhibit H, the CONSULTANT shall meet the completion requirements as indicated for Exhibit I."

3. Section 3, **TERM**, is hereby amended to add the following sentence to the end of the paragraph".

"The term of Amendment Agreement No. 1 & 2 and the original Agreement shall continue in full force and effect for the additional years of no more than a total of five (5) years from FY

2017/18. If the Agreement is terminated, it is intended that the termination of the Agreement be contemporaneous with final acceptance of all services by City.

4. Section 4, **COMPENSATION**, is amended to add the following sentence to the end of the paragraph:

“Compensation for added scope of work for Miramonte Avenue Path, Project CF-01006 as described and shown in Exhibit H of Amendment No. 2 shall not exceed \$56,990.”

5. Section 5, **INSURANCE**, is amended to add the following sentence to the end of the paragraph:

“Consultant shall procure and maintain for the contract insurance as described in Exhibit J against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.”

6. Section 8, **INDEMNIFICATION**, is to be delete at its entirely and replace it with the following paragraphs:

“To the fullest extent permitted by law, CONSULTANT shall defend (with counsel of CITY’s choosing), indemnify and hold the CITY, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of CONSULTANT, its officials, officers, employees, subcontractors, subconsultants or agents in connection with the performance of the CONSULTANT’s services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney’s fees and other related costs and expenses. CONSULTANT’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONSULTANT, the CITY, its officials, officers, employees, agents, or volunteers.

If CONSULTANT’s obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT’s performance of “design professional” services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT’s indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT’s liability for such claim, including the cost to defend, shall not exceed the CONSULTANT’s proportionate percentage of fault.”

7. Section 10, **NOTICES**, is to be delete at its entirely and replace with the following:

“Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other part at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing it mailed as provided in this section.

**CITY:** City of Los Altos  
Christopher Jordan, City Manager  
1 N. San Antonio Road  
Los Altos, CA 94022

**CONSULTANT:** Bellecci & Associates  
Daniel Leary, Senior Project Manager  
7041 Koll Center Parkway, Suite 132  
Pleasanton, CA 94566 “

8. New Section 20, **CALIFORNIA LABOR CODE REQUIREMENTS**. CONSULTANT is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” or “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws, if applicable. CONSULTANT shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the CONSULTANT and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, CONSULTANT and all sub-consultants performing such services must be registered with the Department of Industrial Relations. CONSULTANT shall maintain registration for the duration of the Project and require the same of any sub-consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be CONSULTANT’s sole responsibility to comply with all applicable registration and labor compliance requirements.

9. New Section 21, **COMPLIANCE WITH LAW**. CONSULTANT shall comply with all applicable federal, state and local laws, codes, ordinances and regulations, including Cal/OSHA requirements. CONSULTANT represents to CITY that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession. CONSULTANT shall maintain a City of Los Altos Business License.
10. New Section 22, **VENUE**. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Santa Clara, San Jose, California.

11. New Section 23, **AMENDMENT**. This Agreement constitutes the complete and exclusive statement of the Agreement to CITY and CONSULTANT. It may be amended or extended from time-to-time by written agreement of the parties hereto.
12. All other terms of the original Agreement dated April 22, 2016, which are not in conflict with the provisions of this Second Amendment, shall remain unchanged and in full force and effect. In case of a conflict in the terms of the Agreement and this Second Amendment, the provisions of this Second Amendment shall control.

If there is any conflict in the terms of this Agreement with the exhibits or attachments, then the provisions of this Agreement shall control.

**CITY OF LOS ALTOS:**

APPROVED AS TO CONTENT

By: \_\_\_\_\_  
Susanna Chan, Public Works Director

APPROVED AS TO FORM

By: \_\_\_\_\_  
Christopher J. Diaz, City Attorney

AGREED

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christopher Jordan, City Manager

**CONSULTANT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Daniel Leary, Senior Project Manager



March 23, 2017

VIA EMAIL

Ms. Kathy Small Project  
Manager City of Los  
Altos

Regarding: Miramonte Avenue - Berry Avenue Bike and Pedestrian Improvements  
Proposal for Additional Services  
Intersection Surveying for BPAC Alternatives Letter - Option 3 *Revision 1*

Dear Kathy,

We are writing to request additional Services for the Miramonte Avenue - Berry Avenue Bike and Pedestrian Improvements. There are three items described below:

**1. Field Surveying for Option 3 = \$1,715**

We request 5 hours of field surveying and 3 hours of office surveying to collect additional topographic survey at the intersection of Berry/Miramonte Avenue. This change relates to the recent decision by the BPAC committee to select Option 3 from our summary letter dated 2.17.17. As we described in the letter summarizing the intersection options, Option C requires additional design fees because the existing Miramonte Avenue pathway also needs to be raised to meet the raised intersection without a Ramp condition. The raised path is directly adjacent to the steep creek slope, near the fence line, which requires detailed survey.

**2. Property Survey on the NW corner of Berry/Miramonte (991 Berry Avenue): \$2,800**

The property at 991 Berry Avenue requires property line research because there is not enough room for the future sidewalk, and we would like to improve the corner sight distance as part of the Berry intersection crosswalk improvements. Currently we do not have a CAD property boundary for 991 Berry Avenue. Our survey department will research the property lines and add the property lines to the CAD survey files using the best available information. We request a title report from the City if there is one available.

**3. Structural Engineering:**

As mentioned in our letter for the recent BPAC meeting there may need to be a structural detailed prepared for the raised pathway condition along the creek. This task can be activated later after we reevaluate the field survey and design performed after Task 1 above is complete.

**Total Amount = \$4515**

We appreciate your time in considering our request for additional budget for the Berry/Miramonte intersection. Please let me know if you have any questions or comments on our proposal for additional surveying. You may reach Anoop or me at 925.681.4885.

Sincerely,

Daniel Leary, PE PTOE QSD



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EXHIBIT H

# Bellecci & Associates

September 26, 2017

**VIA EMAIL**  
Ms. Kathy Small  
Project Manager  
City of Los Altos

Regarding: Miramonte Avenue - Bike and Pedestrian Improvements  
Proposal for Additional Services  
Infiltration Testing and Optional Services

Dear Kathy,

We are writing to request additional Services for the Miramonte Avenue - Bike and Pedestrian Improvements, for services not included in our original proposal. There are three items described below:

**A. Infiltration Testing = \$3,700**

✓ APPROVED 9/25/17

Bellecci will retain a construction materials testing subcontractor to perform the following field services:

1. Walk site on the morning of first day of field work (City PM with Field contractor) to agree on Hole locations (4 holes)
2. Notify USA and have the areas where there are utilities identified.
3. Drill 12" Dia. hole to a 6' depth.
4. Place 4" perforated pipe in the center of the holes extending 2" above the surface.
5. Fill around the Perforated pipe with clean drain rock.
6. Fill each location with water and let soak 24 hours.
7. Fill each hole with water to 12" from the top.
8. Record water level every 10 minutes until the drop is less than 2" per 10 minutes.
9. Place Barricade around each pipe that is to remain overnight
10. Remove the perf pipe and backfill hole when complete.

The City understands and agrees the above are not geotechnical engineering services. Also there is no permit or traffic control plan submittal requirements included in the proposal. The deliverable is a table in PDF format indicating the measured percolation rate at the time of the study.

**B. Plan Revisions = \$4,960**

Bellecci will revise the 35% plans to reflect revisions to the storm drainage, phasing revisions, border labeling, and minor edits for E-76 requirements. **The above budget represents 4 days of Assistant Engineer and 4 hours of Professional Engineer.** The storm drainage improvements included are to delete the storm drain piping on the current plans and provide a 35% design for the dry gardens.

**BASIC SERVICES FEE: \$8,660**

CONCORD  
2290 Diamond Blvd. Suite 100  
Concord, CA 94520-5744  
Tel. 925.685.4569

PLEASANTON  
7041 Koll Center Parkway, Suite 132  
Pleasanton, CA 94566  
Tel. 925.681.4885

Civil Engineering Land Surveying  
Construction Management



City of Los Altos - Miramonte Avenue project  
 Infiltration Corners + Storm Drain Pipe extension + RRFB + Topo + Utility Mapping + Public Outreach  
 Budget Estimate - December 18, 2017

**BASIC SERVICES**

	PROJ MNGR	PROF ENG	ASSOC ENG	ASSIST ENG/OFF SUP	LAND SURVEYOR	2-MAN CREW	TOTAL HOURS	SUBCONSULTANTS	TOTAL FEE
TASKS DESCRIPTION									

**E76 SUBMITTAL WITH VALUE ENG DRAINAGE & BORDER REVISIONS TO CURRENT PLANS**

1	Meeting at City on December 4	0	3.5	0	0	0	3.5	\$0	\$640
2	Change Borders on plans for E76	0	0	0	6	0	6	\$0	\$750
3	Resubmit - Add Bioretention gardens to plans for E76 - 35% Design level (& remove SD design from Covington Road)	1	18	4	24	0	47	\$0	\$7,060
subtotal							\$8,450		

**PHASE 1 - PLAN CHANGES**

4	95% Submittal for infiltration gardens	0.5	3	24	30	0	0	58	\$0	\$7,760
5	Additional topo for Eastwood Drive SD line	0	0	0	4	1	8	13	\$0	\$2,820
6	Potholing on Allowance Eastwood (assume 2)	0	0	0	4	0	0	\$4,000	\$4,500	
7	SD Design for Eastwood Drive	1	6	12	16	0	0	35	\$0	\$4,970
8	Combine Berry RRFB into Phase 1	0	0	8	8	0	0	16	\$0	\$2,120
9	Previous Support for E76 thru October 10 2017	1.5	1.5	1	0	0	0	4	\$0	\$700
10	100% Submittal for Item 3 above - bioretention	1	6	4	20	0	0	31	\$0	\$4,350
11	In-house Printing Allowance	0	0	0	0	0	0	\$150	\$150	
subtotal							\$27,370			

**ADDITIONAL PUBLIC OUTREACH**

12	Initial slide show (10-15 slides)	0.5	3	8	0	0	0	12	\$0	\$1,770
13	Prepare and Join Conference call on January 11, 2018 to review	1.5	1.5	0	0	0	0	3	\$0	\$560
14	Revise slide show	1	4	4	0	0	0	9	\$0	\$1,490
15	Expanded Layout Plot on Aerial w/ addresses	0	3	0	8	0	0	11	\$150	\$1,700
16	Dry run Meeting on January 18, 2018	3.5	3.5	0	0	0	0	7	\$0	\$1,310
17	Revisions to Slide show after January 18, 2018	0.5	2.5	0	2	0	0	5	\$0	\$810
18	Minor Revisions to Layout Plot on Aerial w/ addresses	0	3	0	8	0	0	11	\$150	\$1,700



City of Los Altos - Miramonte Avenue project  
 Infiltration Corners + Storm Drain Pipe extension + RRFB + Topo + Utility Mapping + Public Outreach  
 Budget Estimate - December 18, 2017

**BASIC SERVICES**

TASKS DESCRIPTION	PROJ MNGR	PROF ENG	ASSOC ENG	ASSIST ENG/OFF SUP	LAND SURVEYOR	2-MAN CREW	TOTAL HOURS	SUBCONSULTANTS	TOTAL FEE	
19 Meeting Attend Complete Streets Commission	3	3	0	0	0	0	0	\$0	\$1,120	
20 Coordination and/or changes between mtgs	1	1	0	0	0	0	0	\$0	\$370	
21 Attend Community Meeting	4.5	4.5	0	0	0	0	0	\$0	\$1,680	
	subtotal						\$12,510			
							10% Sub Mark-up	\$445	\$445	
	rates	190	184	140	125	180	268			
	Totals=	21	67	65	130	1	8	271	\$4,895	<b>\$48,775</b>

Subconsultants and Direct Costs

Potholing - Mapping	\$4,000
Printing & Delivery Allowance	\$150

**OPTIONAL SERVICES**

OS1 Additional CA above \$4670 allowance in base contract	3	10	24	32	24	0	0	\$3,000	\$17,090
OS2 RRFB & Raised Crosswalk for Eastwood Drive	2	12	20	40	0	0	74	\$0	\$10,390
OS3 Application and Traffic Control plan for Eastwood Drive if required by City	0	2	0	0	0	0	2	\$1,200	\$1,570
OS4 Meeting Notes / report for Each Meeting (if not by city)	0.5	4	0	6	0	0	0	\$0	\$1,580
OS5 Structural Engineer Detail for culvert on Eastwood Dr.	0	0	0	6	0	0	0	\$3,300	\$4,050
OS6 Storm Drain Design for Covington Drive									TBD

NOTE: Breakdown of hours shown is for estimating purposes only. Distribution of hours will vary.

City of Los Altos  
Phase 1 Miramonte Avenue  
updated 1.22.18 rev 2

ID	Task Name	Duration	Start	Finish	Predecessor	2018					
						Jan	Feb	Mar	Apr	May	Jun
1	Community Meeting City review	1 day	1/10/18	1/10/18							
2	Revisions to slide show	1 wk	1/11/18	1/17/18	1						
3	Community Meeting & BPAC Meeting	3 days	1/18/18	1/22/18	2						
4	Changes to Plans for Phasing	1 wk	1/19/18	1/25/18	3						
5	E-76 Submittal by City - assuming no changes from Public Meting	3 days	1/26/18	1/30/18	4						
6	Caltrans comments on E76 (and approval)	2 wks	1/31/18	2/13/18	5						
7	Submit Minor Revisions to Project Layout based on community meeting	2 wks	1/23/18	2/5/18	3						
8	City review of layout revisions and approval prior to 90% design	2 days	2/6/18	2/7/18	7						
9	Utility Investigation Period - after final layout	5 wks	2/8/18	3/14/18	8						
10	90% Design	5 wks	2/8/18	3/14/18	8						
11	City & Caltrans Review	1 wk	3/15/18	3/21/18	10						
12	Final design	4 wks	3/22/18	4/18/18	11						
13	Submit Final Plans & specifications	1 day	4/19/18	4/19/18	12						
14	Advertise	3 wks	4/20/18	5/10/18	13						
15	Award & NTP	4 wks	5/11/18	6/7/18	14						

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ID	Task Name	Duration	Start	Finish	Predecessor	2018					
						Jan	Feb	Mar	Apr	May	Jun
						16	CONSTRUCTION	20 wks	6/8/18	10/25/18	15

**EXHIBIT J**  
**INSURANCE**

CONSULTANT shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **Project Manager, City of Los Altos, 1 N. San Antonio Road, Los Altos, CA 94022**

**Minimum Scope of Insurance**

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$1,000,000 or \$2,000,000 aggregate or per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:

- a. Bodily Injury and Property Damage
- b. Personal Injury/Advertising Injury
- c. Premises/Operations Liability
- d. Products/Completed Operations Liability
- e. Aggregate Limits that Apply per Project
- f. Explosion, Collapse and Underground (UCX) exclusion deleted
- g. Contractual Liability with respect to this Agreement
- h. Broad Form Property Damage
- i. Independent Consultants Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation/Employer’s Liability:** CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent CONSULTANT has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement CONSULTANT shall maintain insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONSULTANT’s profession, with limit no less than **\$1,000,000** per occurrence or claim.

This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT. "Covered Professional Services" as designed in the policy must specifically include work performed under this Agreement.

5. If CONSULTANT maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to the CITY.

**Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** The City of Los Altos, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage.** For any claims related to this contract, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

**Notice of Cancellation.** Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the CITY.

**Waiver of Subrogation.** CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**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.

**Claims Made Policies.** If any of the required policies provide claims-made coverage:

6. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

7. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract work.*
8. 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 “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work.

**Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT’s obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances.** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.