

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF  
SUNNYVALE AND GROUP 4 ARCHITECTURE RESEARCH +  
PLANNING, INC. FOR DESIGN SERVICES ASSOCIATED WITH THE  
SUNNYVALE CIVIC CENTER PHASE 2 – MAIN LIBRARY**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and GROUP 4 **ARCHITECTURE RESEARCH + PLANNING, INC.** ("CONSULTANT"), a California corporation.

WHEREAS, CITY advertised a Request for Proposals (RFP) F23-130 on May 15, 2023 for the Design Services Associated with the Sunnyvale Civic Center Phase 2 – Main Library; and

WHEREAS, CONSULTANT submitted a proposal on June 28, 2023; and

WHEREAS, CITY accepted CONSULTANT's proposal submitted on July 31, 2023; and

WHEREAS, CITY desires services necessary for investigation, analysis, design, preparation of conceptual drawings, consultation, and other services for a project known as Sunnyvale Civic Center Phase 2 – Main Library; 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 "Detailed 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 Dawn Merkes, AIA LEED AP 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 Nine Hundred Seventy Six Thousand Three Hundred Forty Two and 50/100 Dollars (\$976,342.50) for the duration of the contract, as well as optional services in an amount not to exceed Sixteen Thousand and No/100 Dollar (\$16,000.00), unless upon written modification of this Agreement in accordance with Section 30 below. In no event shall the total amount of compensation payable under this agreement exceed the sum of Nine Hundred Ninety Two Thousand Three Hundred Forty Two and 50/100 Dollars (\$992,342.50). All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

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 (Standard of Care)

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. ("CONSULTANT shall perform such services and duties in conformance to and consistent with but limited to the standards generally recognized as being employed by professionals in the same discipline in the State of California practicing in the same or similar locality and under similar circumstances.")

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

Pursuant to the full language of California Civil Code §2782, CONSULTANT agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of City; and does not apply to any passive negligence of City unless caused at least in part by the CONSULTANT. City agrees that in no event shall the cost to defend charged to the CONSULTANT exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONSULTANT'S responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

15. Insurance Requirements

The City requires that CONSULTANT maintain insurance requirements on the Pacific Insurance Network System (PINS). 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 endorsements as specified in Exhibit "C" through PINS for approval by the City Risk Manager prior to CONSULTANT (or subcontractor/subconsultant) commencing any work under this Agreement.

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 sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. 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 business days after mailing.

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

To CONSULTANT: Group 4 Architecture Research + Planning, Inc.  
Attn: David Schnee, AIA LEED AP  
211 Linden Ave.  
So. San Francisco, CA 94080

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. 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.

20. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that 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.

21. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

22. 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.

23. Termination of Agreement

- A. 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. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory 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.

- B. 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.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

24. 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.

25. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other protected characteristic in violation of federal or state law.

26. 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 in accordance with Section 30 below.

27. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

28. 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.

29. 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.

30. 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 in writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

31. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_

By \_\_\_\_\_

City Clerk

City Manager

GROUP 4 ARCHITECTURE  
RESEARCH + PLANNING, INC.  
("CONSULTANT")

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

**Exhibit A**  
**SCOPE OF WORK FOR**  
**CITY OF SUNNYVALE**  
**CIVIC CENTER PHASE 2 PLANNING - MAIN LIBRARY**

**I. Background and Location**

*Background*

The Sunnyvale Civic Center is currently home to the City of Sunnyvale's (City) primary administrative facilities City Hall, Main Library, and Department of Public Safety Headquarters. In early 2015, the City began an extensive community engagement process to evaluate how facilities at the Civic Center could be renovated or replaced. Through this process the City developed a Needs Assessment, Vision Statement, and Success Criteria for the project that are intended to guide further planning efforts.

The facilities at the Civic Center range between 30 and 60 years old and have become dated and inefficient. The Civic Center Modernization Project was created to conduct a comprehensive evaluation of the entire campus and plan for its facility needs to enhance service delivery well into the future. In 2015, the City completed a feasibility study and conducted extensive community outreach on the project.

In 2016, information developed in the early Civic Center Modernization Project planning process was used to evaluate financing options including the possibility of a voter-approved general obligation bond. A community survey was developed to test the viability of a bond measure that could fund a portion of project costs. The results indicated that although a majority of Sunnyvale residents supported the Civic Center project, it was unlikely that the two-thirds majority needed to pass a bond measure could be achieved. Based on this outcome, the City pursued implementation of the project in phases.

In May 2017, (RTC 17-0136) City Council awarded the Master Planning Services to develop preliminary designs of components in the first major phase and establish a long-term plan for the ultimate build out of the campus. The three phases of the Civic Center Master Plan consisted of a new City Hall and a Public Safety Addition as part of Phase 1, a new Main Library as part of Phase 2 and a new Public Safety Headquarters as part of Phase 3.

In September 2018, (RTC18-0799) City Council adopted a Resolution to certify the Program Environmental Impact Report and adopted the Civic Center Modernization Master Plan.

In December 2018, (RTC 18-1008) City Council awarded a contract for Design and construction support for the Civic Center Phase 1 Project.

In August 2019, (RTC 19-0592) City Council approved the Schematic Design for Civic Center Modernization Phase 1 and directed staff to proceed with the Construction Design and construction procurement.

In October 2020, (RTC 20-0799) City Council awarded the construction for the Civic Center Modernization Phase 1.

Phase 1 is scheduled for completion in Summer 2023.

The City's website also has additional information on the Civic Center Modernization Project:

<https://www.sunnyvale.ca.gov/business-and-development/projects-in-sunnyvale/infrastructure-projects/civic-center>

### Location

The Sunnyvale Civic Center is located at the corner of Mathilda Avenue and El Camino Real. When including internal street Right-of-Ways the Civic Center Campus is approximately 25 acres.

A map of the area is included as Figure 1.

## **II. Project Objectives**

### Project Objectives

The Civic Center Phase 2 Planning - Main Library project is intended to evaluate and further develop the design intentions and concepts as laid out in the Civic Center Master Plan (Master Plan). It should help inform the City in the decision-making process as it prepares for a potential ballot measure to secure the financing for the project. If the measure passes, this project should identify the path forward for developing plans and specifications for construction of Phase 2.

A Needs Study focusing on the current library usage and needs, as well as "future-proofing" will need to be developed prior to concept development. The needs study will require both staff interviews and community outreach. Concepts to be evaluated include (1) renovating the existing library with addition, (2) a new library sized based on high and medium priority needs, and (3) a new library sized to include all prioritized needs. The project should optimize the campus to meet current and future service needs as identified in the Vision Statement, Success Criteria, and Needs Assessments that have already been adopted for the project. Key objectives that the project aims to meet include being innovative, community engaging, adaptable, and green sustainable with respect to keeping up with the current and future trends in library and service delivery.

The Civic Center Phase 2 Planning- Main Library project is intended to be developed using an iterative process where key deliverables are developed in a logical sequence, approved along the way and built on each other to help develop a conceptual design of the Phase 2- Main Library for adoption. A project schedule will need to be developed by the consultant to illustrate key milestones, timing for delivery of work products, when decisions are needed, and an overall timeline for completion. The City's goal is to adopt a Needs Study, develop a Conceptual Design, and prepare a Ballot Preparation for Phase 2- Library by Spring 2024.

### Project Phasing

The Civic Center Phase 2 Planning - Main Library Project includes a new Main Library or a renovation and addition to the existing library. Requirements for the facility include: meet a minimum of LEED Gold requirements, underground parking garage, site improvements, open space amenities, and possible demolition of existing Library. Upon completion of Phase 2 improvements, the Civic Center Campus should be fully functional, aesthetically blending into Phase 1, and achieve as many of the project objectives as possible within budget constraints. This project will help develop budget ranges based on the different designs that Council will be able to evaluate and determine which design to further pursue for a ballot measure.

### III. Professional Services

**A. Needs Study.** Phase II is intended to build on previous community engagement activities by soliciting community and staff input to determine needs of stakeholders and public during meetings with the Library of Trustees Commission, Core Team, and City Council. As part of the Needs Study, the consultant is to evaluate Master Plan Studies and validate previous findings/workshops to work with City in identifying programming needs, square footage needs, affordability and building/program efficiencies. Functional services and needs to be identified include, but are not limited to: administrative area, children's area, teen space, adult fiction and nonfiction, periodicals, computers, quiet areas, maker space/community room, restrooms, check out and hold books area, Friends of the Library space, "new releases" area, and site and parking needs. The consultant shall evaluate options with different parking configurations that are not limited to underground, at ground and above ground options. Community surveys using Open City Hall, and regular postings to the project website will be needed to supplement outreach activities. Consultant should plan to coordinate with the City and prepare materials for up to three (3) Open City Hall surveys, monthly website postings, and tri-annual articles for the published community-wide Horizon Newsletter. Based on the needs identified in meetings, the consultant shall come up with affordable options and identify efficiencies. Each option will need to have a preliminary cost estimate.

1. Civic Center Core Team. The City will appoint a Civic Center Core Team comprised of the City Manager, Public Works Director, Information Technology Director, Project Management Team, Finance Director, and Library and Recreation Services Director. The role of the Core team is to provide general guidance and feedback on draft work products as they are developed. Core Team meetings will generally be scheduled prior to all City Council meetings and public presentations. Consultant will provide minutes of all Core Team meetings. The expected number of Core Teams Meetings the consultant is expected to attend is five (5) meetings.
2. Library of Trustees Commission. The consultant is expected to attend one (1) Library of Trustees Commission Meeting to present concept options prior to City Council. Consultant will prepare meeting materials needed, such as PowerPoint presentation and handouts.
3. Parks and Recreation Commission. The consultant is expected to attend one (1) Parks and Recreation Commission Meeting to present concept options prior to City Council. Consultant will prepare meeting materials needed, such as PowerPoint presentations and handouts.
4. Study Session. The consultant is expected to attend one (1) City Council Study Session to present concept options prior to City Council. Meeting to present concept options and budgets to City Council and gain feedback. Consultant will prepare meeting materials needed, such as PowerPoint presentations and handouts.
5. City Council. The consultant is expected to attend one (1) City Council Meeting and provide support for Public Works in the meeting. The meeting would be to

present the feasibility study to City Council and achieve a recommendation for which alternative to proceed with for Ballot Preparation.

6. Project Coordination. Regular bi-weekly progress meetings will be held with the City's Project Management Team either virtually or in person depending on agenda topics.
7. Project Schedule. Consultant will prepare a project schedule to illustrate planned activities, major milestones, key decision points, and the schedule for delivering draft and final work products. The schedule should show all City Council and Commission meetings, in addition to the timeline for the CEQA Addendum.

Deliverables:

- a. Bi-weekly Owner Meetings notes up to 26 meetings.
- b. Core Team Meeting notes up to five meetings
- c. User Group meetings up to four meetings
- d. Presentation Meeting with City of Sunnyvale Library Commission up to one meeting
- e. Presentation Meeting with City of Sunnyvale Parks and Recreation Commission up to one meeting
- f. Presentation Meeting with City Council Study Session up to one meeting
- g. Presentation Meeting to City Council up to one meeting

**B. Conceptual Design.** Evaluate options for: 1) a new Main Library building that meets all needs found during the needs study that can be up to 120,000 square feet (two story), 2), a new Main Library that meets medium and high priority needs and 3) renovating existing library and an addition of up to 59,000 square feet, resulting in up to a total of 120,000 square feet, that meets both minimum needs and high priority needs. Each option should also evaluate site work extents that include but not limited to Plaza, Parking, and Playground.

The selected designer is to provide an initial series of architectural concepts based on the Master Plan and the three options stated above that would evaluate options for site design and massing study consisting of: building/s height, shape, location, underground garage/parking, emergency generators, building features, and site features based on the Needs Study. The three options should include tabulated square footages, accommodation differences, cost ranges. As part of developing the initial series of architectural concepts, public outreach and input will be required. After receiving public feedback the concepts will be finalized. Fully loaded costs associated with the options will need to be developed for each concept, taking into consideration existing conditions at the library. The Core Team will review the concepts and costs in preparation for review by the Library Board of Trustees, Parks and Recreation Commission, and a City Council Study Session. As part of preparation for the Library Board of Trustees, Parks and Recreation Commission and City Council Study Session the consultant shall help prepared renderings, floorplans and preparation materials.

The concept design will conclude with City Council where a decision will be made to select a preferred alternative for ballot measure or other direction will be provided. After the concept is chosen by City Council detailed cost, rendering and materials will be needed for ballot preparation.

Deliverables:

- a. Fully loaded costs estimates including all necessary contingencies and market factors.
- b. Conceptual Design deliverables package consists of per concept:
  - a. Data Tables/Information
  - b. Conceptual Design Narratives prepared by the disciplines and describing the basic materials, systems, and design parameters within which systems are to be developed, including:
    - i. Architectural Building Design Descriptions
    - ii. Landscape Architecture Descriptions
    - iii. Structural Systems
    - iv. Civil Systems – Specifically stormwater management and utility locations
    - v. Abatement / Mitigation Testing & Reports for Structures to be Demolished
    - vi. Mechanical Systems
    - vii. Electrical Systems
    - viii. Plumbing Systems
    - ix. Fire Protection and Fire Alarm Systems
    - x. Code Compliance (Code Review)
    - xi. Environmental Design – including a LEED checklist.
    - xii. Acoustical Design Criteria
    - xiii. Waterproofing – specifically below grade best practices
  - c. Site Civil Plans indicating:
    - i. Site Plan per Concept.
    - ii. Grading Plan (excavation and earthwork, contour grading and finish floor elevations)
    - iii. Utility Plan
    - iv. Preliminary Stormwater Management Plan Exhibit
    - v. Details
    - vi. Signage Locations
    - vii. Basis of Design
  - d. Landscape Plans indicating:
    - i. Landscape site plans indicating location of planting, paving materials, walls (30 inches or less) and site furnishings.
    - ii. Prepare precedent imagery for materials including paving design, furnishings, walls, fencing and patio spaces if any.
    - iii. Plant recommendations for project microclimate and associated plant imagery and develop a preliminary plant materials list.

- iv. Identify plant massing with representative hatch pattern and tree massing on plan.
- v. Landscape sections as required.
- e. Architectural Floor plans indicating:
  - i. Plans for each level including the roof, indicating elevation, graphic scale and north arrow, and title.
  - ii. All rooms and their identities (including all mechanical, electrical, and telecommunications rooms and closets).
  - iii. Identification of mechanical and electrical equipment spaces, shafts, related areas and rooms,
  - iv. Identification of major code requirements such as barrier walls and basic accessibility compliance.
  - v. Elevators (identified as to passenger or freight), stair shafts.
  - vi. Overall outside-to-outside building dimensions.
  - vii. Penthouses and other major projections above the roof proper.
  - viii. Area for calculation for each floor on the appropriate sheet.
  - ix. Bubble diagram level Floor Plan per Concept indicating footprint and initial layouts of Library. Include tables indicating position and space requirements, and which spaces are for future growth.
  - x. Concept level garage parking plans reflecting circulation, stalls and support functions.
- f. Building elevations indicating:
  - i. Massing of building(s).
  - ii. Locations of pedestrian entrances, service entrances and fenestration.
  - iii. Identification of floor levels and their elevations.
- g. Building Section Indicating:
  - i. Approximate floor-to-floor height and ceiling heights.
  - ii. Location of entrances, service entrances, and fenestration.
  - iii. Identification of floor levels and their elevation.
- h. Building Sections indicating:
  - i. Approximate floor-to-floor height and ceiling heights
  - ii. Location of entrances, service entrances, and fenestration.
  - iii. Relationship to site grading at building perimeter.
  - iv. General indication of roof mounted equipment.
  - v. Elevation of all floor levels.
  - vi. Any special or unique features or conditions.
- i. Mechanical Drawings indicating:
  - i. Block Equipment Room Plans
  - ii. System Concept Drawings – system concept diagrams shall be provided which clearly identify the intended mechanical system types or approaches for HVAC and central facilities systems.

- iii. Systems primary horizontal and vertical utility distribution concepts.
- j. Electrical Drawings indicating:
  - i. Block Equipment Room Plans (especially for main incoming power and telecommunication rooms, penthouses, and other major mechanical spaces).
  - ii. System Concept Drawings – system concept diagrams, such as risers and one-line diagrams for normal emergency systems, shall be provided which clearly identify the intended electrical system types or approaches for all electrical and central facility systems.
  - iii. Sizing and preliminary location for backup generators.
- k. Structural Drawings indicating:
  - i. Materials to be used, the ASTM specifications, strengths, and weights anticipated for the various aspects of the structural systems.
  - ii. Design Loads anticipated to be used:
  - iii. Structural systems anticipated to be used.
  - iv. Foundation system and approximate capacities.
- l. Existing Building Demolition Drawings, if needed
- m. Code Analysis
- n. Drawings should be prepared in a 24” x 36” format, unless otherwise directed by City with a title block and work to scale.
- o. Preliminary LEED Checklist that meets a minimum of LEED Gold.
- p. Final Concept chosen will need a detailed cost estimate, detailed renderings, and ballot preparation materials.

Anticipated review from staff of the Conceptual Design should be a month.

- C. **Ballot Preparation Support Materials.** After City Council selects a preferred conceptual design, the consultant shall support the City in preparing the project for the 2024 ballot and provide support through the 2024 ballot. This includes enhanced renderings suitable for “marketing”. Selected consultant shall be prepared to support the ballot consultant with renderings and other materials necessary. A separate consultant will prepare polling leading to a ballot measure. To meet the November 2024 election, all documentation needs to be approved by City Council and submitted to the County Registrar of Voters by August 9, 2024.

Deliverables:

- a. Ballot Preparation Documents
- b. Attend outreach meetings with the public, up to 4.

- D. **Optional Task – Pop-up Engagement.** Upon City direction, the Consultant shall provide up to four (4) pop-up engagement activities in conjunction with one or more rounds of the community engagement supporting Tasks A, B, or C described above. These activities will include a Group 4 kiosk designed for interactions with passersby at library and

recreation programs, community cultural events, festivals, farmers markets, or other popular gathering places. Each will include 2-3 Group 4 staff members for 2-3 hours.

#### **IV: ADDITIONAL SERVICES**

Consulting services not specifically listed in the Professional Services above are excluded from the agreement. Additional Services, if required, may be provided by the Consultant under a separate written proposal with additional fees as approved by the Client. Examples of these include but are not limited to:

1. Additional Meetings or Engagement activities
2. Site Survey
3. CEQA Services
4. Geotechnical Engineering services
5. Environmental Technical Reports (e.g. Biology, Cultural, Geology, Traffic, etc.)
6. Phase 1 and/or Phase 2 Environmental Site Assessment
7. Hazardous Material Assessment
8. Public Mailers or information sheets
9. ASCE 41-13 Tier 1 or Tier 2 Structural Assessment of existing building.

## Exhibit A-1 Project Schedule

1. Consultant shall complete all Basic Services Tasks A through D, as described in Exhibit A, by end of November 2024.

1.A The preliminary schedule for Tasks A through 6 of Basic Services is as follows.

<u>Tasks</u>	<u>Duration</u>
<u>Task A</u> <u>NEEDS STUDY</u>	<u>3 months From</u> <u>NTP</u>
<u>Task B</u> <u>CONCEPTUAL DESIGN</u>	<u>8 months partially</u> <u>concurrent with</u> <u>Task A</u>
<u>Task C</u> <u>BALLOT PREPARATION</u>	<u>9-12 Months</u> <u>partially concurrent</u> <u>with Tasks A and B</u>
<u>Task D</u> <u>OPTIONAL POP-UPS</u>	<u>Any time</u> <u>concurrent with</u> <u>Tasks A-C</u>

1.B The schedule for the project overall or any phase(s) may be adjusted upon mutual agreement of the City and the Consultant to meet changing project needs.

## Exhibit B Compensation Schedule

### 1. COMPENSATION FOR BASIC SERVICES

Compensation to the Consultant for Professional Services described in Exhibit A, shall be a stipulated sum of Nine Hundred Twenty Nine Thousand Eight Hundred and Fifty Dollars (\$929,850) This will be invoiced monthly on a percent complete basis for work completed to date according to the following Task breakdown:

		Classification	Subtask Labor-Hours	Subtask Labor Cost	Subcontract	Total Cost
Task #	Task Description	Rate /hr				
A	Needs Study	\$190	784	\$148,960	0	\$148,960
B	Conceptual Design	\$190	1506	\$286,140	\$410,960	\$697,100
C	Ballot Preparation	\$190	441	\$83,790	\$0	\$83,790
<b>Total Subtotal</b>			<b>2731</b>	<b>\$518,890</b>	<b>\$410,960</b>	<b>\$929,850</b>
Reimbursables	5%					\$46,492.50
<b>Base Total</b>						<b>\$976,342.50</b>
Optional Task D	4 Pop-Up Events			\$16,000		\$16,000
<b>Contract Amount</b>						<b>\$992,342.50</b>

### 2. COMPENSATION FOR REIMBURSABLE EXPENSES

Reimbursable expenses include expenses incurred by the Architect and subconsultants in the interest of the Project are billable at direct cost and shall not exceed Forty Six Thousand, Four Hundred and Ninety Two Dollars and Fifty Cents (\$46,492.50) without approval by the City. Maximum markups on subconsultants shall be 5%. Refer to Exhibit D: Compensation for Reimbursable Expenditures/Subconsultant Markups. Such costs include, but are not necessarily limited to:

- CAD plotting of check sets and presentation drawings larger than 11"x17".
- Outside service printing/copying of drawings and documents of any size.
- Software purchase and licensure on behalf of the client with prior client approval.
- Postage, delivery and messenger service.
- Outside telephone conferencing services.
- Travel expenses such as mileage, bridge tolls, and meals.
- Presentation boards.
- Facilitation tools.
- Workshop accessories and facilitation materials.
- Videos, web services, opinion surveys.

The following expenses are included in the stipulated sum of Basic Services and are not billed separately:

- General in-house printing/copying
- Web, Telephone and fax usage

### 3. **COMPENSATION FOR ADDITIONAL SERVICES**

Compensation to the Consultant for Additional Services described in Exhibit A is in addition to compensation for Professional Services and shall be either at the following hourly rates, or made as a negotiated stipulated sum. The rates below will be in effect through **December 31<sup>st</sup>, 2023** and are subject to annual revisions ( no more than 2.5% ) at the start of each calendar year upon City approval.

Principal in Charge	\$260.00
Principal	\$250.00
Associate	\$230.00
Project Manager	\$195.00
Architect III	\$190.00
Architect II	\$180.00
Architect I	\$175.00
Architectural Staff III	\$165.00
Architectural Staff II	\$155.00
Architectural Staff I	\$145.00
Interior Designer II / Planner II	\$155.00
Interior Designer I / Planner I	\$145.00
Project Support	\$120.00 - \$240.00

## **Exhibit C INSURANCE REQUIREMENTS**

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, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001 or equivalent is required.
3. **Workers' Compensation: Statutory Limits and Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

**Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$2,000,000 per occurrence or claim.

**Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if applicable valuable

papers and electronic data processing policies) with respect 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. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the contract, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals – If Industry Specific Coverage box is check above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
  - c. 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*
4. 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 and shall be at least as broad as ISO CG 20 01 04 13.
5. 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.
6. 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.
7. 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.

8. Any umbrella or excess Insurance Liability policies shall be true “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor’s primary and excess liability policies are exhausted and before the City’s own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant’s policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale’s Risk Manager.

Verification of Coverage:

The City of Sunnyvale utilizes PINSAdvantge.com (PINS) to track and verify all insurance related documents. The City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. The City will email the Consultant requesting proof of insurance for this Agreement through the PINS platform ([no-reply@pinsadvantage.com](mailto:no-reply@pinsadvantage.com)), which include instructions on how to upload insurance documents electronically. Consultant shall furnish the City of Sunnyvale with an original 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, Risk Manager prior to commencement of work.

The Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant shall submit insurance certificates reflecting the policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors/Subconsultants

Consultant shall require and verify that all Subcontractors/Subconsultants or other parties hired for this Work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this Agreement, to the extent they apply to the scope of the subcontractor’s work with the same Certificate of Insurance requirements and naming as additional insureds all parties to this Contract. Failure of Consultant to

verify existence of subcontractor's insurance shall not relieve Consultant from any claim arising from Subcontractors/Subconsultants work on behalf of Consultant.

Consultant shall include the following language in their agreement with Subcontractors/Subconsultants: "Subcontractors/Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Agreement Documents and provide a valid certificate of insurance and the required endorsements included in the Agreement as proof of compliance prior to commencement of any work and to include this same requirement for any Subcontractors/Subconsultants they hire for this work. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request." Consultant shall provide proof of such Compliance and verification to the City upon request.

## **Exhibit D**

### **Compensation for Reimbursable Expenditures/Subconsultant Markups**

#### **Printing**

Printing costs for all project documentation (i.e., meeting notes, technical memos, drawings, etc.) shall be expensed at accepted industry commercial rates.

#### **Postage/Overnight Delivery**

Postage/overnight delivery costs for all project documentation shall be expensed at accepted industry commercial rates.

#### **Travel**

Expenses for staff assigned to this project required to travel by air (i.e., air travel, lodging, car rental and meals) shall be subject to the following per diem rates and limits:

- Airfare and associated fees shall be reimbursed at the cost of Coach Class only. Business Class or First Class travel costs exceeding the Coach Class fare shall be at no additional cost to the CITY.
- Lodging shall be reimbursed at the per diem rate of one-hundred forty-five dollars (\$145) per night, inclusive of taxes.
- Rental car expenses, including applicable taxes, fees and fuel, shall be reimbursed at the per diem rate of eighty-five dollars (\$85) per day (assumes rental of mid-size car).
- Meals and incidental expenses, including applicable taxes and gratuities, shall be reimbursed at the per diem rate of (\$40) per day. Reimbursement for alcoholic beverages or entertainment shall not be permitted.

The maximum allowable rate for mileage expenses for Northern California staff shall be at the current IRS standard mileage rate.

Other travel costs including bridge fares, parking fees and cab fare shall be reimbursed at cost.

No other expenses are reimbursable, unless the CITY has pre-approved such expense in writing.

#### **Subconsultant Markups**

No markups shall be allowed on reimbursable expenses and the maximum markup on subconsultants shall be 5%.

CITY can reject invoices and/or request additional backup as necessary for these expenses.