

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE  
AND MWA ARCHITECTS OF SAN FRANCISCO FOR DESIGN AND CONSTRUCTION  
SUPPORT SERVICES FOR ADMINISTRATION AND LABORATORY BUILDING AT  
THE WATER POLLUTION CONTROL PLANT PROJECT**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and MWA ARCHITECTS OF SAN FRANCISCO, a California corporation ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for development of a safe and efficient design, preparation of bid documents for Public Works competitive bidding and, construction support for the Administration and Laboratory Building at the Water Pollution Control Plant Project and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work". All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Bill Olechnowicz 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 "A-1" entitled "Project Schedule" and Exhibit "C" entitled "Compensation Schedule" All compensation will be based on monthly billings, based on hourly rates, as provided in Exhibit "A-1" and Exhibit "C." 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 and actual hours completed associated with the various task descriptions 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 "C" for each task description total fee, and shall include services as identified in Exhibit "A" in the amount of Two Million Forty Six Thousand One Hundred Twenty Two and No/100 Dollars (\$2,046,122.00) for the duration of the contract, as well as optional services in an amount not to exceed Three Hundred Forty Four Thousand Eight Hundred Thirty Four and No/100 Dollars (\$344,834.00) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Million Three Hundred Ninety Thousand Nine Hundred Fifty Six and No/100 Dollars (\$2,390,956.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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.

Exhibit "B" – not used

#### 5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT'S firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

#### 6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. CONSULTANT'S Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT'S representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY'S review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY'S name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY'S Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT'S performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

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 or fax, 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: Craig Mobeck, Assistant Director of Public Works/City Engineer  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: MWA ARCHITECTS OF SAN FRANCISCO  
Attn: Bill Olechnowicz  
655 Montgomery Street, Suite 1720  
San Francisco, CA 94111

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT 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.

22. 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.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY'S reporting requirements to the state and other agencies with respect to CONSULTANT'S work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

- 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.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of

this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

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

29. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

MWA ARCHITECTS OF SAN FRANCISCO  
("CONSULTANT")

APPROVED AS TO FORM:

By \_\_\_\_\_

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

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

By \_\_\_\_\_

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

# Exhibit A

## **SCOPE OF WORK FOR Administration and Laboratory Building Project ID Number 8.3**

### **I. General**

MWA Architects (Consultant) under a contract awarded by the City of Sunnyvale shall provide professional services for the design and preparation of bid documents and construction support for the Administration and Laboratory Building at the Sunnyvale Water Pollution Control Plant (WPCP) as specified herein. The scope of work generally includes:

- Preparation of preliminary design;
- Design development;
- Bid documents; and
- Bidding/construction support.

Ancillary work includes:

- Performing subsurface utility and geotechnical survey;
- Complying with all regulatory requirements, including those associated with site preparation, construction and post-construction requirements when constructing a structure on, and within 1000 feet of, a landfill;
- Preparing and submitting California Environmental Quality Act (CEQA) and other permitting documentation;
- Construction cost estimating;
- Schedule monitoring;
- Preparation of reports and recommendations;
- Integrating updated public interface methods;
- Recommending “green” building/construction practices, sustainability, and energy efficiency improvements;
- Project management; and
- Preparing a timeline and plan for the Consultant to provide, in a timely fashion, all necessary notifications and information required to be submitted, including that required by CCR Title 27, Section 21190, to regulatory agencies (e.g., Regional Water Quality Control Board (RWQCB), CalRecycle, the County of Santa Clara Department of Environmental Health (the City’s Local Enforcement Agency [LEA]), and the Bay Area Air Quality Management District (BAAQMD), that will be involved in this project, by virtue of its location on, and adjacent to, a landfill.



## II. Project Information

### *Description*

#### **Program Description**

The City has prepared a Master Plan for the Sunnyvale Clean Water Program (Program) to guide improvements to the WPCP facilities and operations over the next 30 or more years. The Master Plan was developed to address several challenges facing the WPCP today and into the future, as well as to support City policies. These challenges include aging infrastructure; changes in regulatory requirements; and increases in population, flows, and loads. The Master Plan identifies capital improvement projects, estimates costs, and recommends implementation approaches to achieve the planning objectives. The City has adopted a final Program Environmental Impact Report (PEIR) for the Master Plan in compliance with CEQA and the CEQA Guidelines (see Item 3 of Available Documents, Section IV). The Consultant shall review and become familiar with the City of Sunnyvale WPCP Master Plan (see Item 2 of Available Documents, Section IV). The WPCP is already proceeding with the replacement of the Headworks and Primary Treatment under a separate Mitigated Negative Declaration.

Construction of the Primary Treatment facility is expected to be underway for the duration of the Administration and Laboratory Building project. The City has also procured a designer for the Caribbean Drive Parking and Trail Access Enhancements project and a condition assessment consultant for the Existing Plant Rehabilitation project. The Caribbean Drive Parking and Trail Access Enhancements project must be completed prior to beginning construction on the New Administration and Laboratory Building in summer 2019. Construction of the Existing Plant Rehabilitation project is expected to overlap with construction of the Administration and Laboratory Building. The Secondary and Dewatering Improvements Project design will be completed in parallel with this project. The City has retained services for landfill gas monitoring and maintenance, and also performs these services in-house. The landfill gas monitoring and landfill maintenance are on-going programs and will continue through the duration of this project.

In addition to the construction projects in the Program, Santa Clara Valley Water District (SCVWD) is constructing the East/West Channel project. Elements of this project include replacement of the bridge-class culvert between the existing trailhead and the terminus of Carl Road; reconstruction of headwalls on the West Sunnyvale Channel culvert at Caribbean Drive; construction of floodwalls and access roads on both sides of West Sunnyvale Channel, along the existing Bay Trail alignment; raising of the levees, with fill slopes extending further East and West of the current levees; and construction of access road ramps on the north side of Caribbean Drive.

Coordination is critical for the design and construction of this project. The Consultant shall be responsible for communication promptly and regularly with the City about possible conflicts.

## **Project Description**

The project includes providing architectural and engineering design and support services for a new Administration and Laboratory Building that will house administration, outreach, operations, and laboratory and compliance inspection functions. The new Administration and Laboratory Building would replace the functionality of the existing Administration Building, Laboratory/Control Building, and Compliance Inspection Building. The major project elements include site preparation (including the removal of landfill material at the building site), an approximately 22,000 square foot, two-story building (building footprint approximately 12,000 square feet), permanent and temporary utility relocations, landscaping, vehicle access, and parking stalls.

Part 7.0 of the Basis of Design report in the Master Plan provides a detailed summary of the project objectives and goals (see Item 2A of Available Documents, Section IV).

### *Location*

The project is located at the southwest terminus of Carl Road, more specifically 164 Carl Road, Sunnyvale, California. The City intends to close Carl Road to public use by 2018.

### *Existing Conditions*

The proposed site is located at the southern edge of the WPCP on Carl Road at the former site of the household hazardous waste drop-off area. The site provides a long east-west axis allowing for the longer elevations to take advantage of south- and north-facing solar geometry.

The site is part of the closed Sunnyvale Landfill. It is bordered on the east, west and south by the slopes of the Recycle Hill. Aside from the Recycle Hill, there are three other hills that together comprise the Sunnyvale landfill. The disturbance of a portion of the closed landfill, and subsequent construction on it, constitutes a new post-closure land use. The new post-closure land use(s) must conform to applicable portions of CCR Title 27 Section 21190. It is anticipated that an addendum to the landfill's Closure Plan will also be required.

100-year flood protection is being provided for the main plant site at the WPCP through a separate project. The proposed location for the Administration and Laboratory Building is outside of the proposed flood protection perimeter. Therefore, special provisions must be provided for this structure.

Stormwater management at WPCP is currently provided by existing infrastructure and covered under the existing National Pollutant Discharge Elimination System (NPDES) permit. However due to the proposed location of the new Administration and Laboratory Building, investigation is required to determine necessary stormwater controls and additional permitting.

### III. **Consultant Scope of Services**

The Consultant will perform all architectural and engineering related work necessary to prepare plans and specifications suitable for Public Works competitive bidding.

Consultant services shall include but are not limited to project management, permitting, documentation of existing conditions, preliminary design, design development, bid documents, bidding support, construction support services, and commissioning support services, as further detailed below. Consultant shall be required to adhere to all City codes, policies and guidelines regarding the design of new Public Buildings. Some of these policies include but are not limited to: Public Art; Bird Safe Buildings; Drought Tolerant Landscaping and Irrigation; LEED Gold 2009 Verification by LEED AP (formal certification not required, consultant shall include LEED Gold 2009 in the base price of the proposal and an optional service that includes the additional cost to meet LEED Gold v4 in lieu of Gold 2009). Additional information on the City's codes, policies and guidelines can be found at <http://sunnyvale.ca.gov/Departments/CommunityDevelopment.aspx>.

All design drawings, specifications, calculations and reports shall be stamped and signed by a registered State of California Professional Engineer, or where applicable, by a licensed State of California Architect.

#### A. *Project Management*

The Consultant will be the primary responsible party for managing the project's schedule and Consultant contract budget. In addition, the Consultant is expected to attend a bimonthly progress meeting and prepare action item logs for subsequent follow-up. The Consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

The City has engaged a Program Management Consultant (PMC) who provides management services to the City's Public Works Department and oversight of all projects in the Sunnyvale Clean Water Program. Consultant will be required to coordinate with the PMC as necessary.

All on-site investigations including drilling, potholing, and surveying or other work performed by the Consultant shall be scheduled and coordinated with the City. Consultants shall coordinate these efforts with information provided in the Master Plan, specifically the Geotechnical Study, Existing Utilities TM, and the Land Survey and Monumentation Documents (see Items 2B, 2C, and 2D of Available Documents, Section IV).

Design Consultant shall be responsible for the following items:

1. Project Management Plan

Consultant shall submit a Draft and Final Project Management Plan that includes a calendar of meetings, workshops, and deliverables. This calendar shall be tabular and include the name, date, required attendees, and decisions to be made at each workshop; and the subtask, deliverable name, Draft due date, comment due date, Final due date, and objective of each TM and DIM. Calendar shall show no more than three deliverables under review at any time, not including the deliverables submitted under this Task A.

2. Meeting Management

Meetings must be scheduled at least one month in advance and the schedule shall identify the purpose of each meeting as well as who is required (or optional) to attend from City staff. Meeting agendas shall be prepared prior to all meetings with City staff and e-mailed at least three days prior to each meeting. Agendas shall identify the purpose of each meeting and who is required (or optional) to attend from City staff. Meeting minutes shall be provided by the consultant within one week of each meeting and e-mailed to all meeting participants. Consultant shall prepare a final set of meeting minutes that incorporate any comments and shall distribute them to all meeting participants.

3. Project Schedules

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Schedules shall include all required workshops, four weeks for City review of each design submittal in Task F, two weeks for City review of each other deliverable, and adequate time for review of permit applications. Schedule updates shall be provided at all progress meetings.

4. Quality Assurance/Quality Control

The Consultant's own team shall have provisions for quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.

5. Document Management

Unifier is the records management system for the Program. Consultant shall use Unifier to submit invoices and deliverables, and to log action items and design decisions made during meetings and ad hoc communications. One hour of training and licenses for up to 2 users will be provided to Consultant by the PMC.

6. Pay Applications

Consultant shall submit monthly invoices. Invoices shall include complete back-up of all project costs and include a cover page listing the total budget, amount authorized by NTP, previous billed-to-date, current billing, and total billed-to-date for each task. Invoice shall be accompanied by a brief progress report which lists the work accomplished in the previous month.

### Deliverables

- Draft Project Management Plan
- Final Project Management Plan
- Monthly progress meetings, agenda, minutes
- Monthly invoices and progress report

### 7. Support for One Council Study Session, Two Commission Meetings, and Council Meeting (Optional)

The City will potentially require Consultant's support for one Council Study Session, two commission meetings and a Council Meeting. If such support is required, Consultant's role will be to prepare a PowerPoint presentation and up to three attachments, presenting the project scope, status, and issues. Presentation and attachments shall provide not only comprehensive but high-level information about the projects, suitable for an executive decision-making audience. Consultant's Project Manager shall attend the session and be prepared to answer questions.

### Deliverables

- Electronic copy of Draft PowerPoint presentation and attachments for each meeting
- Electronic copy of Final PowerPoint presentation and attachments for each meeting
- Attendance at meetings

## *B. Permitting*

### 1. CEQA

Consultant shall prepare a memorandum to file, which documents the activities, impacts, mitigation measures and monitoring documented in the PEIR that are applicable to this project. It is anticipated that this project will have no effects beyond those analyzed in the PEIR and that no new environmental document or public notice will be required. Consultant is responsible for confirming this assumption. Consultant shall also prepare the notice of determination (NOD) for the City to file. Optional Services are included for the Preparation of an Initial Study and Tiered Negative Declaration should the project require additional CEQA documentation. Optional services to be utilized only with advance authorization in writing from the City.

### Deliverables

- Draft CEQA memorandum
- Response-to-comments table for Draft CEQA memorandum
- Final CEQA memorandum
- Prepare Notice of Determination (NOD) for City to file

2. Landfill Post-Closure Maintenance Plan Addendum/Waste Boundary Investigation

Any new post-closure land uses for the Sunnyvale Landfill, other than non-irrigated open space, would need to comply with the post-closure land use regulations of CCR Title 27 Section 21190. Any proposed land uses for the site other than non-irrigated open space would need to be submitted to the Regional Water Quality Control Board (RWQCB), the local enforcement agency (LEA) which is the Santa Clara County Department of Environmental Health, the local air district which is Bay Area Air Quality Management District (BAAQMD) and the local land use agency which is City of Sunnyvale Department of Community Development. Per Section 21190, "The LEA shall review and approve proposed post-closure land uses if the project involves structures located within 1,000 feet of the disposal area, structures on top of waste, modification of the low permeability layer, or irrigation over waste".

Consultant shall prepare an Internal Draft Addendum to the Landfill Closure/Post-Closure Plan for review and comment by the City, prior to submitting to regulators. This task includes all coordination with City Departments and regulatory agencies necessary to achieve approval of the plan Addendum. The two draft Closure/Post-Closure Plans listed below are a minimum; Consultant is responsible for any additional drafts necessary to achieve approval.

**Base Scope:** Consultant will prepare a Closure Plan and Post-Closure Maintenance Plan Addendum to modify the footprint of the closed landfill boundary to incorporate the waste within the Project area. The Addendum will consider that the new Administration Building will be constructed on top of the closed waste cell and waste will require closure in accordance with Title 27 of the California Code of Regulations. The Addendum will be prepared as a stand-alone Addendum to the existing plan and will address the elements required to close this portion of the Landfill. The landfill can be closed in one of two approaches, which include: 1) closure with waste remaining in place; and 2) clean closure where the waste is removed and disposed offsite at another landfill location. To determine the most appropriate and cost-effective approach, a waste delineation investigation will be conducted as the Base Scope of work. The objective of the investigation will be to delineate the edge of waste along the northern boundary of the project area. The information and findings of the investigation will be used in preparing DIM #3 to evaluate each of the two closure approaches for consideration by the City. The specific base scope will include:

- Review of plans and documentation regarding the existing closed landfill gas collection and treatment system design and operation, the existing leachate collection and treatment system design and operation, and the existing landfill cover system.
- Field investigation to delineate extent of waste (horizontal and vertical limits at northern boundary of project area). The field investigation will be

required by the permitting agency (LEA) as a condition of preparing the Closure Plan and Post Closure Maintenance Plan Addendum. The investigation will be conducted as one of the initial tasks of the project and will include exploratory borings and/or test pits to determine the lateral and vertical extent of waste. Field work will be conducted concurrent with the geotechnical investigation (Deliverables for the Waste Boundary Investigation are included under C.3 Geotechnical Characterization).

### **Closure Approach Options**

The following two closure approach options will be evaluated in DIM #3, with one option to be selected and implemented for the project.

2.1 Closure Approach 1 - Closure with waste to remain in place: This approach will include modifying the closure boundary of the existing closed landfill to include the area of waste that underlies the Project. The newly incorporated closure area would be constructed with a landfill gas collection system (integrated with existing landfill gas collection and treatment system), leachate collection system (if necessary), and cover system (integrated with new building and parking lot). The scope for this closure approach will include:

- Design and engineering of new landfill gas collection, leachate collection system (if needed), and cover system (30% design level of effort) for the waste underlying the project area.
- Preparation of a Landfill Closure Plan Addendum identifying the closure components for the new waste boundary for review and approval by the LEA.
- Preparation of a Post Closure Maintenance Plan Addendum for long term maintenance of the new closure components and the cover conditions created by the building and parking lot for review and approval by the LEA.
- Negotiations and consultation with the LEA regarding the planned document addenda.

#### Deliverables for Closure Approach 1

- Preparation of a timeline and plan for the Consultant to provide all necessary notifications and information required to be submitted, including that required by CCR Title 27, Section 21190, to regulatory agencies that will be involved in this project, by virtue of its location on, and adjacent to, a landfill.
- Internal Draft Landfill Closure/Post Closure Maintenance Plan Addendum
- Response-to-comments table for Internal Draft Landfill Closure/Post Closure Maintenance Plan Addendum
- Draft Landfill Closure/Post Closure Maintenance Plan Addendum to regulators
- Response-to-comments and follow-up questions from regulators

- Final Landfill Closure/Post Closure Maintenance Plan Addendum

2.2 Closure Approach 2 – Clean Closure of the waste within the Project area: This approach will entail preparing a new Landfill Closure Plan Addendum for review and approval by the LEA to “clean close” the portion of the former landfill beneath the Project area. The new closure plan will address complete removal of all waste, confirmation sampling of the soil beneath the removed waste, offsite disposal of all waste, import, backfill, and compaction of clean fill in the excavation in the Project area. In this case, no Post-Closure Maintenance Plan will be required. The scope for this closure approach will include:

- Design and engineering (30% design level of effort) to support removal of waste, disposal, soil import, soil placement and compaction, and site restoration elements to support construction of the new Project.
- Preparation of a Landfill Closure Plan Addendum for clean closure for review and approval by the LEA.
- Negotiations and consultation with the LEA regarding the planned document addenda.

Deliverables for Closure Approach 2

- Preparation of a timeline and plan for the Consultant to provide all necessary notifications and information required to be submitted, including that required by CCR Title 27, Section 21190, to regulatory agencies that will be involved in this project, by virtue of its location on, and adjacent to, a landfill.
- Internal Draft Landfill Closure Plan Addendum
- Response-to-comments table for Internal Draft Landfill Closure Plan Addendum
- Draft Landfill Closure Plan Addendum to regulators
- Response-to-comments and follow-up questions from regulators
- Final Landfill Closure Plan Addendum

3. Building Subsurface Gas Barrier, Passive Methane Collection and Venting System, and Methane Monitoring and Alarm System Technical Memorandum

The construction of the Administration Building on and adjacent to the landfill requires a subsurface gas barrier, passive methane collection and venting system, and methane monitoring and alarm system per CCR Title 27 Section 21190.

Consultant shall prepare an Internal Draft Technical Memorandum (TM) on the recommended Subsurface Gas Barrier, Passive Methane Collection and Venting System, and Methane Monitoring and Alarm System for review and comment by the City, prior to submitting to regulators. This system will be required by the LEA in accordance with Title 27 regardless of the landfill closure approach implemented. This task includes all coordination with City Departments and regulatory agencies necessary to achieve approval of the plan. The two draft



Subsurface Gas Barrier, Passive Methane Collection and Venting System, and Methane Monitoring and Alarm System TM deliverables listed below are a minimum; Consultant is responsible for any additional drafts necessary to achieve approval.

The passive system will be completely independent of the existing active landfill gas collection and treatment system. Because the passive venting system has the potential to become inundated with rising groundwater and become ineffective, the Base Scope will include the addition of an enhanced ventilation system for the interior of the (minimal) ground floor spaces of the building (e.g., elevator lobby) including the sub-grade utilidor. The enhanced interior building space ventilation system for the ground floor spaces of the building (e.g., elevator lobby) would be activated by the methane monitoring and alarm system. The ventilation system for the sub-grade utilidor shall be manually activated when required based on air sampling protocols to test for the presence of methane. BIM Modeling and development of a 3D Model for the subsurface gas barrier and passive methane collection and venting system are excluded.

#### Deliverables

- Internal Draft Subsurface Gas Barrier, Passive Methane Collection and Venting System, and Methane Monitoring and Alarm System TM
  - Response-to-comments table for Internal Draft Subsurface Gas Barrier, Passive Methane Collection and Venting System, and Methane Monitoring and Alarm System TM
  - Draft Subsurface Gas Barrier, Passive Methane Collection and Venting System, and Methane Monitoring and Alarm System TM to regulators
  - Response-to-comments and follow-up questions from regulators
  - Final Subsurface Gas Barrier, Passive Methane Collection and Venting System, and Methane Monitoring and Alarm System TM
4. Preparation of an Initial Study and Tiered Negative Declaration (Optional)  
If the CEQA memo prepared under Task B.1 identifies new effects not analyzed and mitigated in the PEIR, the City will authorize the Consultant to prepare an Initial Study leading to a Negative Declaration. It is assumed for this task that any change from the PEIR would result in impacts at the less-than-significant level. If Consultant identifies one or more new and significant impacts, Consultant shall immediately notify the City. The City will be evaluating the option of a “clean closure” of the landfill, which would involve excavating and removing landfill materials from beneath the proposed facility, testing, and appropriate transport and disposal of all excavated materials. This potential change from the PEIR may increase the likelihood that preparation of a tiered Initial Study/Mitigated Negative Declaration would be required. Responsible agencies with discretionary authority over this action include the Local Enforcement Agency (County Department of Environmental Health), RWQCB, and BAAQMD. These Responsible Agencies will be required to rely on, and thus will critically review the CEQA document prepared by the City in order to issue their approvals. Accordingly, if the City

elects to move forward with the “clean closure” approach, Consultant shall provide additional peer review and advisory consultation to support the CEQA process, including technical evaluations for the hazardous waste transport, and to address the anticipated heightened scrutiny from the Responsible Agencies, including comments to the draft Initial Study/Mitigated Negative Declaration documents.

Consultant shall prepare a draft Project Description and develop the environmental analysis for any changes from the PEIR. Consultant shall complete an Administrative Draft Initial Study checklist and Negative Declaration. The PEIR shall be incorporated by reference and used as the basis of the documents, such that discussion in these documents is limited to new effect(s) which had not been considered in the PEIR.

Consultant shall prepare a Public Draft Initial Study and Negative Declaration, incorporating any comments on the Administrative Draft Initial Study and Negative Declaration. Consultant shall distribute the Public Draft documents to a distribution list provided by the City.

Consultant shall prepare responses to up to five (5) comment letters received on the Public Draft Initial Study and Negative Declaration. Consultant shall prepare a memorandum providing Responses to Comments. The City will prepare and present the Report to Council.

#### Deliverables

- Draft Project Description
- Response-to-comment table for Draft Project Description
- Final Project Description
- Administrative Draft Initial Study checklist and Negative Declaration
- Response-to-comment table for Administrative Draft Initial Study checklist and Negative Declaration
- Public Draft Initial Study and Negative Declaration
- Draft response to public comments
- Response-to-comment table for Draft response to public comments
- Final response to public comments

#### 5. Revisions to Hazardous Materials Business Plan (Optional)

The WPCP laboratory stores several materials classified as hazardous, for which the City currently holds a Fire Prevention & Hazardous Materials Consolidated Permit. A Hazardous Materials Business Plan (Business Plan) is required as a condition of this permit. The facility information, site map, and emergency response and contingency plan included in the current Business Plan will no longer be accurate after the laboratory is relocated to the new Administration and Laboratory Building. If the City requests the Consultant’s assistance with

updating the Business Plan, such assistance shall be included under this task, on a time and materials basis up to a maximum allowance of \$5,000.00.

Optional services to be utilized only with advance authorization in writing from the City.

Deliverables

- As-needed support for updates to Hazardous Materials Business Plan

*C. Documentation of Existing Conditions*

As part of the Master Plan, a desktop and field investigation of the WPCP site was performed. The desktop investigation included compilation of historical boring logs on the western half of the WPCP; geologic hazard evaluation of the WPCP site; and consolidation of subsurface utility information from record drawings, design drawings, and potholes into an AutoCAD basemap. The field investigation included several borings and cone penetrometer tests; manhole measure-downs; and shallow soil borings to test for soil and groundwater contamination across the WPCP site.

It is anticipated that additional field investigation will be necessary to adequately characterize existing conditions, especially the depths to, and thicknesses of waste, and depth to groundwater for detailed civil and structural design and to prepare a bid package that minimizes the risk of differing site conditions claims during construction. Consultant shall define the scope of necessary investigations and include such investigations in the price for this item.

1. Supplemental Surveying

Consultant shall identify and perform surveying as needed to supplement LiDAR and land survey performed as part of the Master Plan, to the extent necessary to obtain detailed elevations and fill in surface improvement locations required for detailed design of the Project (see Item 2D of Available Documents, Section IV). PMC will use this information to update the WPCP basemap.

Deliverables

- Survey Data in both PDF and AutoCAD format

2. Supplemental Subsurface Utility Mapping

Consultant shall perform potholing to confirm vertical and horizontal location of critical utilities and connection points as well and document the elevations of any groundwater encountered. Prior to performing any potholing work the consultant shall submit a draft potholing plan to the City for review and comment. Consultant shall provide field data obtained from potholes to the PMC for their use in updating the WPCP utility basemap.

Potholing scope has been provided based on a maximum of ten (10) locations.

Deliverables

- Draft Potholing Plan

- Final Potholing Plan incorporating City comments
- Draft Field Data and Reports
- Final Field Data and Reports incorporating City comments, in both PDF and AutoCAD format to PMC

### 3. Geotechnical Characterization

**Base Scope:** Consultant will perform all geotechnical investigation and analysis necessary, including groundwater, to make geotechnical recommendations for the design of the building. This work will be integrated with and performed at the same time as the waste boundary investigation described in Item 2, above. The geotechnical recommendations shall include requirements for fill or excavation, corrosion protection, foundations, and waste/soil/groundwater disposal. Consultant shall review preliminary work that was performed as part of the Master Plan to better understand what existing data on the site are available. Soil and groundwater sampling was conducted, analyzed and reported in the Site Investigations TM of the Master plan (see Item 2H, of Available Documents, Section IV).

Geotechnical field investigation will consist of the following scope:

- Two 100-foot-deep borings will be advanced using mud rotary and/or hollow-stem auger drilling techniques. The cost includes a contingency to cover the potential that one of the planned borings hits refusal due to subsurface obstructions and an additional attempt must be made to advance the boring to the target depth.
- Advance two CPT probes to a depth of 100 feet for collecting sheer wave velocity data.
- All drill cuttings and fluids will be containerized in steel, 55-gallon drums. Costs and fees include testing, evaluation, characterization, and offsite disposal of all drums of investigation-derived waste and all drums of non-contaminated drilling spoils (soil and drilling fluid).
- The waste will be disposed appropriately at a landfill approved by the City. The cost proposal is based on the assumption that waste at the landfill is non-hazardous according to State and Federal regulations.
- Consultant shall be responsible for analyzing composite samples for basic metals (CAM17) and hydrocarbons testing; transport; and disposal.
- Owner of record for the waste will be the City of Sunnyvale; contact information for the responsible party at the City of Sunnyvale will be needed before field investigation is started. City to sign the waste manifests for wastes transported offsite for disposal.
- Laboratory geotechnical testing includes consolidation tests, UU (saturated) tests, Atterberg Limits, grain size analyses, compaction tests, corrosion tests, and R-value.

- Water is available onsite at no charge to the driller through a 2-inch diameter line with hose bib attachment. Anticipated approximate flow rate of 16 GPM is required.

Deliverables

- Draft Intrusive Fieldwork Plan (showing the location of all proposed subsurface investigation and the types of sampling and testing proposed)
- Response-to-comment table for Draft Intrusive Fieldwork Plan
- Final Intrusive Fieldwork Plan
- Waste boundary survey map
- Draft Geotechnical Field Investigation Report (to include design recommendations for trench shoring)
- Response-to-comment table for Draft Geotechnical Field Investigation Report
- Final Geotechnical Field Investigation Report
- Corrosion testing evaluation with Draft and Final report and recommendations for buried utilities, foundation and pile systems
- Engineering calculations for foundation system design

*D. Master Plan Validation / Building Concept*

The Consultant shall refer to the Building Programming TM of the Master Plan (see Item 2E of Available Documents, Section IV) and conduct a validation of the Master Plan. The Consultant shall review the Master Plan Building Program and Building Layout and evaluate the following Planning Phase program assumptions:

- Building Layout (internal and external)
- Parking and access for staff and public (tour groups) to and from the WPCP
- Building Form (shape and configuration)
- Building Character (appearance, façade, style)
- Building materials for the new Administration and Laboratory Building
- Sustainability
- Construction Cost Estimate

This effort may include area diagrams, tables, 3D models, and images with which to confirm the building footprint and appearance with the City prior to beginning the Preliminary Design or schematic design documentation. Consultant shall utilize a job shadowing process for the laboratory spaces and administrative functions to observe staff activities, test and validate Master Plan recommendations, and confirm City staff project goals. During the Master Plan validation, any modifications shall be justified and documented in the Draft memorandum described below. Consultant's design shall meet the requirements for the approved radio coverage for emergency responders per the most recent version of the Sunnyvale Department of Public Safety Emergency Responder Radio Coverage Systems Code and Policy Requirements. Consultant shall prepare a maximum of 2 options for building layouts, massing and materials selection to be presented and evaluated. Consultant shall submit Draft Building Concept

Memorandum, followed with a workshop to discuss findings. Following the workshop, Consultant shall submit the Final Building Concept Memorandum documenting any options and concepts and the rationale for selecting the preferred option.

Consultant shall provide two conceptual level construction cost estimates for achieving LEED Gold 2009 and LEED Gold v4. Consultant shall identify all additional improvements to building features necessary to achieve LEED Gold v4 in lieu of Gold 2009.

#### Deliverables

- Draft Building Concept Memorandum (validate Master Plan, present modifications and proposed changes)
- Workshop to present findings to City
- Response to comments on Draft Building Concept Memorandum
- Final Building Concept Memorandum, incorporating City comments and addressing any questions City personnel may have

#### *E. Preliminary Design*

A technical Design Information Memorandum (DIM) for each design component described shall be prepared for the City's consideration. Each DIM shall outline design criteria, design alternatives, and design recommendations. A preliminary cost estimate and project schedule shall be included with each option, along with other support information outlining pros and cons for each option. Each DIM requires a workshop and shall begin with an evaluation of the Sunnyvale Master Plan recommendations and result in a Draft DIM and Final DIM. Consultant shall provide six hardcopies of each Draft and Final DIM to the City, as well as electronic copies in PDF format. PDFs shall be fully text-searchable and formatted to be navigable with a "bookmark" for each heading and subheading.

Each DIM shall include a summary of the recommendations and assumptions in the Master Plan, a discussion of the issues and alternatives evaluated, and preliminary drawings and cost estimate for the selected alternatives. DIMs shall describe the work to a 15% design level of detail. DIMs should reflect the scope, schedule, budget, and site layout defined in the Master Plan. Any deviation from the Master Plan must be supported by a business case analysis.

Draft DIM shall be submitted at least two weeks prior to the DIM Workshop. Each DIM Workshop shall include presentation of the Draft DIM content, discussion of review comments, and resolution of all decisions required prior to finalizing the DIM. Final DIM shall incorporate review comments and decisions made at the DIM Workshop; and include the Workshop minutes, PowerPoint presentation, comment log, and decision log as appendices. Each step shall be completed in accordance with the calendar included in the Project Management Plan submitted under Task A.

## 1. DIM #1: Sequencing and Site Layout

### Overview

The WPCP is proceeding with the replacement of the Headworks and Primary Treatment facilities under separate contracts. It is anticipated that the construction will be underway during the design and construction of the Administration Building. The construction of the Administration Building will be completed in conjunction with related site improvements at the WPCP. Those site improvements include upgrades to the WPCP's electrical distribution system, and upgrades to support utilities, (including but not limited to potable water, fiber optics, power, etc.). In addition, the existing WPCP must remain operational on a daily basis. Sequencing and site layout will be a critical component for a successful design and construction project.

As part of the Secondary Treatment and Dewatering project, a utilidor that includes hot water, fiber optics, power, and sanitary sewer will be constructed on the main WPCP site, and will terminate at the perimeter wall, approximately 200 feet from the Administration and Laboratory Building. This portion of utilidor construction will likely be completed in 2021, i.e., approximately one year after completion of construction and occupancy of the Administration and Laboratory Building. Consultant shall provide utilidor routing options from the new Administration and Laboratory Building to the terminus at the perimeter wall along with identifying options for temporary provisions of these utilities for use during the first year of the Administration and Laboratory Building's operation. One option for the Consultant to evaluate is using the power currently being fed to the existing Administration Building until the utilidor and electrical substation construction is completed by the Secondary Treatment and Dewatering project.

### Requirements

Sequencing and site layout will be the foundation of this DIM. Include coordination with the Master Plan WPCP Landscape Design Standards (see Item 2E of Available Documents, Section IV). Consultant shall coordinate with the Secondary Treatment and Dewatering Project designer to coordinate interfaces with the utilidor. Consultant shall also attend the Sequencing and Site Layout DIM Workshop for the Secondary Treatment and Dewatering Project.

Topics will include:

- Utility identification, condition and location:
  - Permanent and temporary, overhead and buried;
- Code requirements;
- Vehicle access and parking;
- Pedestrian access and accessible pathway;
- Prepare staged preliminary layout drawings that indicates a recommended sequence of construction and illustrates at each stage:
  - Active construction, demolition, and completed work;
  - Active construction and completed work in concurrent projects;
  - Primary access points for contractors;

- Staging and parking areas for each contractor onsite;
- Deliveries, plant maintenance, and emergency vehicle circulation routes; and
- Approximate grade, limits of paving, and direction of drainage;
- Identify recommended early milestones and sequencing constraints for concurrent construction projects, and describe the impact to this set of projects if each sequencing constraint is not enforced.

### Deliverables

- Draft DIM #1: Sequencing and Site Layout
- Workshop to present findings to City
- Response to comments on Draft DIM #1: Sequencing and Site Layout
- Final DIM #1: Sequencing and Site Layout, incorporating City comments and addressing any questions City personnel may have

## **2. DIM #2: Flood Risk, Flood Protection, and Stormwater Management**

### Overview

A 100-year flood protection wall is being constructed for the main plant site at the WPCP. The proposed location of the Administration and Laboratory Building is outside of the protected area of the floodwall. Special provisions shall be needed to provide 100-year flood protection for the Administration and Laboratory Building.

The proposed location of the new Administration and Laboratory Building is outside of the existing NPDES permit area, further investigation is required to determine necessary stormwater controls and additional permitting post-construction. Consultant shall provide recommendations for stormwater controls during construction also.

### Requirements

The Consultant shall perform alternatives analysis and shall produce a DIM summarizing the recommended design for this project. Stormwater management and building flood protection must be coordinated with site design considerations including site access, parking, delivery, accessible routes and circulation between the Administration and Laboratory Building and the WPCP facility site. The Consultant shall ensure the design meets requirements of the governing regional agencies.

Topics will include:

- Flood Level design criteria verification. Criteria provided in the Hydrology Report TM of the Master Plan (see item 2I of Available Documents, Section IV);
- Stormwater management recommendations;
- Code requirement verification from the Hydrology Report TM of the Master Plan (see item 2I of Available Documents, Section IV) ;
- Flood protection analysis including:
  - Design criteria information (10-15% conceptual design level) for the proposed configuration; and



- Review of most updated FEMA Map (09085C0045H), confirm the zone of the proposed Administration and Laboratory Building.

#### Deliverables

- Draft DIM #2: Flood Risk, Flood Protection and Stormwater Management
- Workshop to present findings to City
- Response to comments on Draft DIM #2: Flood Risk, Flood Protection and Stormwater Management
- Final DIM #2: Flood Risk, Flood Protection and Stormwater Management incorporating City comments and addressing any questions City personnel may have

### **3. DIM #3: Foundation Design and Landfill Gas Control**

#### Overview

The proposed location for the Administration and Laboratory Building is on the former site of the Household Hazardous Waste Drop-Off Facility. This location is sited on a closed landfill and as a result, special provisions are required to re-purpose its use for the Administration and Laboratory Building. Additionally, there is some potential that landfill waste materials may extend beyond the currently understood limits of waste, as defined in the existing closure and post-closure maintenance plans.

#### Requirements

A geotechnical site investigation was performed in late 2014, which included three soil borings. The results of that investigation are included in the Geotechnical Study for the Master Plan (see Item 2B of Available Documents, Section IV). A primary impact of using this location is that landfill waste material is located below the proposed building site. Construction on this portion of the landfill would also trigger the need to prepare an addendum to the Closure Plan and would also require an addendum to the Post Closure Maintenance Plan for the landfill. The Consultant shall evaluate options for constructing the proposed building on the landfill. Options to include at a minimum; the removal and transport of the landfill waste material to a permitted landfill for disposal and import of suitable fill material (Clean Closure) to support utilizing a shallow foundation system, or leave the landfill waste material in-place (Closure with Waste In Place), which would require use of a deep foundation system constructed through the landfill waste into the underlying soils.

Due to the proposed building's location on a portion of the closed landfill as redefined in the Post-Closure Plan Addendum and its proximity to the abutting landfill site, the building also requires compliance with Title 27 requirements for installation of a subsurface gas barrier, construction of a passive methane gas collection and venting system and a continuous methane gas monitoring and alarm system inside the (minimal) ground floor spaces of the building (e.g., elevator lobby).

The Consultant shall develop the sequencing for excavating, hauling, disposing of waste/impacted soil and replacing fill material; identify recommended foundation design

and building structural systems; and provide recommendations in regards to the subsurface gas barrier system, passive methane collection and venting system, and methane monitoring and alarm system. The Consultant will obtain regulatory concurrence with the structure's foundation plan, the subsurface gas barrier, passive methane collection and venting system, and continuous methane gas monitoring and alarm system (within the building), as required by the applicable regulatory agencies.

Topics will include:

- Building code requirements;
- Utilities plan/layout;
- Conceptual soil replacement plan;
- Recommended foundation design shall include at minimum the following:
  - Evaluation of deep pile foundation along with the redefined waste boundary which includes:
    - Leaving all refuse in place, and extending existing active landfill gas collection system; and
    - Leaving main landfill refuse in place, removing remedial refuse such that extension of existing active landfill gas collection system is not needed.
  - Evaluate shallow foundation along with the redefined waste boundary which includes:
    - Removing all waste below the proposed Administration and Laboratory Building and remedial refuse such that the extension of the existing active landfill gas collection system is not needed.
- Subsurface gas barrier alternatives and recommended building subsurface gas barrier;
- Recommend passive methane gas collection and venting system;
- Recommend methane gas monitoring and alarm system for the Administration and Laboratory Building;
- Methane Gas Monitoring System Response Plans;
- Capital cost estimate for:
  - Foundation alternatives at a minimum shall include:
    - Deep pile; and
    - Shallow.
  - Removal of refuse (varies depending on foundation type);
  - Passive methane gas collection and venting system alternatives;
  - Extension of existing active methane gas collection system alternatives; and
  - Methane gas monitoring and alarm system alternatives.
- O&M cost estimate for continuous gas monitoring; and
- O&M costs for periodic methane gas monitoring.

#### Deliverables

- Draft DIM #3: Foundation Design and Landfill Gas Control to City and appropriate regulatory agencies

- Workshop to present findings to City
- Response to comments on Draft DIM #3: Foundation Design and Landfill Gas Control
- Final DIM #3: Foundation Design and Landfill Gas Control, incorporating City and regulatory agencies' comments and addressing any questions City personnel may have

#### **4. DIM #4: Control Room and Building Security**

##### Overview

Currently, the functional work areas for Administration, Operations, Compliance Inspection and general staff support are located in different buildings and modular structures. The consolidation of occupied space will create more efficient circulation and provide a more productive working environment. The Control Room in the new Administration and Laboratory Building will provide a central location for all WPCP instrumentation, Automation and Control Systems (ACS), access, and security.

##### Requirements

The purpose of this DIM is to identify existing WPCP information systems and coordinate the new information architecture and connectivity for the Control Room. The DIM shall include:

- A review and evaluation of the space needs and assessments described in the Building Programming TM of the Master Plan (see Item 2C of Available Documents, Section IV);
- Coordination of the Control Room functions, Server Room, WPCP operating systems, operator offices, and training facilities;
- Strategy for connecting existing systems as seamlessly as possible;
- Code and Permit Requirements;
- Safety and Security System;
- ACS and Communications Connectivity; and
- Instrumentation Plan.

In addition, this DIM shall include the following items for Building Security:

- Identify the proposed controlled access points for the exterior and interior. Shall be consistent with the Safety and Security TM (will be provided to Consultant after NTP);
- Describe employee and visitor safety in and around this building as well as functionality for receipt of samples and/or chemicals and other supplies to be housed in this building
- Identify pedestrian and vehicular circulation relevant to this building, for WPCP staff, for public tour routes, and chemical and sample deliveries/pick ups;
- Explain vehicular circulation relevant to this building;
- Address employee and visitor safety in and around this building as well as functionality for receipt of samples and/or chemicals and other supplies to be housed in this building;

- Identify key locations where closed-circuit television monitoring is recommended for the exterior and interior of the Administration and Laboratory Building which will be integrated into the ACS to allow monitoring and/or access;
- Evaluate installing additional public address (PA) receivers and buzzers versus upgrading the entire PA system to Voice over Internet Protocol (VoIP), etc.;
- Include fire, landfill gas and hazardous material safety considerations; and
- Include an appropriate evacuation plan in the event of fire, landfill gas alarms or detection of landfill gas in excess of 1.25% of volume in air, earthquake, or other event.

#### Deliverables

- Draft DIM #4: Control Room and Building Security
- Workshop to present findings to City
- Response to comments on Draft DIM #4: Control Room and Building Security
- Final DIM #4: Control Room, incorporating City comments and addressing any questions City personnel may have

### **5. DIM #5: Laboratory Planning and Design**

#### Overview

The new laboratory space is a large, complex facility that represents significant increase in lab areas, equipment spaces, storage, and staff areas. It has critical adjacencies for sample receiving, Compliance Inspection Laboratory, and dedicated vehicle parking for lab pick-up and delivery. The laboratory includes areas for wet chemistry, organics, metals lab, microbiology, separate dishwashing, glassware storage and lab storage, pilot testing and lab offices.

#### Requirements

The Laboratory Planning and Design DIM shall identify the critical adjacencies, laboratory analytical capabilities, equipment and finishes, chemicals and reagents, services and utilities including but not limited to HVAC, lighting, electrical and water. In addition, the laboratory design must conform to permitting and certification requirements.

Topics will include:

- Building code requirements;
- Laboratory Schematic Layout;
- Space Requirements and Adjacencies;
- Furniture, Fixtures and Equipment;
- Critical service requirements; and
- Hazardous Materials Management Modifications.

#### Deliverables

- Draft DIM #5: Laboratory Planning and Design
- Workshop to present findings to City
- Response to comments on Draft DIM #5: Laboratory Planning and Design

- Final DIM #5: Laboratory Planning and Design, incorporating City comments and addressing any questions City personnel may have

## 6. LEED GAP Study (Optional)

A LEED GAP Study will be performed to identify the LEED Prerequisite and Credit requirements and the rough order of magnitude increase in construction costs required to achieve a Gold Rating utilizing v4 versus v2009.

The GAP Study will evaluate the rough order of magnitude estimated hard and soft costs related to each credit, and include a description of the associated project benefits.

### Deliverables

- Draft LEED NC Scorecards for v2009 and v4
- GAP Study Report

### F. *Design Development*

Consultant shall perform all work including but not limited to: Civil Engineering, Environmental Engineering, Electrical Engineering, Mechanical Engineering, Structural Engineering, Land Surveying, Geotechnical, and related work necessary to prepare sets of plans and specifications suitable for Public Works bidding, and compliant with all applicable requirements. The Consultant shall also coordinate plans with the City's other consultants for compatibility and synergy. Final plans and technical specifications must be stamped and signed by the Engineer of Record. The plans and specifications shall be coordinated with the City's bid documents, standard provisions, and special provisions. All submittals shall be in both digital and hard copy format.

Plans and specifications shall not have any statements obligating the City to do anything other than what is stated in the City's standard construction contract. The plans and specifications shall provide sufficient detail to result in a high-quality product while allowing competitive pricing where possible and appropriate. The bid documents shall also provide options to the contractor where appropriate to obtain the same high level of quality for the best bid price. Plans and specifications must be readily biddable and objective, avoiding use of subjective terms, such as, performing work to the satisfaction of the designer or the City. Proprietary products or services shall be avoided unless the Consultant has demonstrated there is no viable alternative.

Plans and details shall generally be to scale unless not-to-scale drawings provide better information. Match lines shall be provided as necessary. All plan sheets shall be organized and coordinated for clarity during construction. The horizontal and vertical control established in the Master Plan shall be used. All relevant CEQA mitigation measures shall be incorporated into the design, plans, and specifications.

In terms of sustainable design, the overall design shall consider minimizing energy consumption, water consumption, and scarce non-renewable resources. The capital cost shall be balanced with the future maintenance and operating costs with a bias toward reducing ongoing operation and maintenance costs. Consultant shall weigh both the

fiscal and environmental costs of ongoing operation and maintenance in considering the best options. Consultant shall consider site constraints during all efforts of design.

Consultant shall comply with all applicable laws, regulations, and best practices. When possible, the Consultant shall incorporate “green” building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design. Administration and Laboratory Building design shall meet USGBC LEED Gold 2009 (an optional scope of service for meeting LEED Gold v4 rating requirements has been provided). Although the City will not pursue formal certification it needs to be verified by a LEED AP.

All access shall be designed to meet the latest Americans with Disabilities Act (ADA) and accessibility requirements, and City standard details. Designs shall meet regulatory compliance including local, Federal, and State. The design shall incorporate elements of the Master Plan and PEIR, including: overall systems planning and layout, power system – generation and distribution, ACS and control center, and related systems in the Master Plan. Instrumentation and control design including symbols and abbreviations, P&IDs, wiring and loop drawings, control strategy narratives, fiber patching diagrams, network and communication diagrams, and control panel drawings shall follow the City’s Instrumentation and Design Standards.

### **Design Steps**

Design Development shall include the following major milestones:

- 30% Design;
- 60% Design;
- 90% Design; and
- 100% Design.

Bid documents will be produced under Task G Bid Package.

Each design package shall be submitted in accordance with the calendar included in the Project Management Plan delivered under Task A. Four weeks are allotted for review of each design. PMC will return comments in a compiled log, and Consultant shall schedule a design review workshop to resolve comments and decisions. Following design review workshops, Consultant shall return comment log with responses reflecting discussion at the workshop. Consultant shall also submit updated decision log. Follow-up conference calls may be scheduled for comments that remain unresolved.

Note that the continual operation of the WPCP and permit compliance is of greatest importance. Any work done on site, including all planning and design must be done in a manner to not disrupt the operation of the WPCP.

### **Format**

The City’s standard plan format shall be used (24” X 36” nominal). Consultant shall also submit 3D model at each stage of design. The specifications shall be in CSI standard format (8-1/2” X 11” nominal) bound. Plans shall be organized in logical layers, including but not necessarily limited to: existing underground, surface and overhead conditions;

proposed underground by utility, proposed surfacing, proposed pavement markings, proposed overhead, etc.

Hard copy submittals shall consist of 2 sets of full sized plans, 12 sets of half sized plans, and 14 copies for reports, specifications and other material. An additional 2 sets of full sized plans and specifications shall be provided at the 90% and 100% design stages for Building Department review. Digital Submittals shall be submitted via Unifier in: AutoCAD and Adobe PDF for plans and 3D model; MS Word and Adobe PDF for specifications or reports; MS Excel and Adobe PDF for Cost Estimates or spread-sheets, and MS Project and Adobe PDF for time schedules. Files over 100 MB shall be broken up into smaller files. Adobe PDF files shall be full-text searchable (OCR) and shall include bookmarks to all section and subsection headers.

1. 30% Submittal:

Submit two (2) 24" x 36" and twelve (12) 11" x 17" hardcopies of the drawings and fourteen (14) hardcopies of the specifications, cost estimate, and construction schedule.

- a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details;
- b. Cut sheets for equipment/appurtenances;
- c. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities;
- d. Comparison of capacities showing programmed areas (square footage) vs. schematic design areas;
- e. List of applicable building codes;
- f. Preliminary code review summary;
- g. Preliminary life safety egress plans with identification of security and access points;
- h. Preliminary Control Room and Laboratory Layout;
- i. Special provisions plan for building location outside of flood protection perimeter, if recommended per DIM #2;
- j. Site plans showing existing conditions, building outlines, roads and driveways, parking and loading, accessible route, waste and recycling, site utilities, preliminary grading, stormwater management, landscape concept;
- k. Schematic building 3D images showing building siting, orientation, massing, entry elements;
- l. Schematic building plans including floor plans, sections and elevations;
- m. Schematic structural plans with written description of foundation types, design criteria and design loads;
- n. Preliminary details on the methane barrier, and methane collection and venting system;
- o. Preliminary details of continuous indoor methane monitoring and alarm system;

- p. Documentation of initial outreach to regulatory agencies with respect to the construction of this structure on and adjacent to a landfill, and their responses to the outreach;
- q. Schematic HVAC, Plumbing and Electrical plans;
- r. Schematic LEED checklist;
- s. Project schedule update;
- t. 30% construction cost estimate;
- u. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level; and
- v. Table of Contents list for technical specifications.

## 2. 60% Submittal

All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit two (2) 24" x 36" and twelve (12) 11" x 17" hardcopies of the drawings and fourteen (14) hardcopies of the specifications, cost estimate, and construction schedule.

- a. 60% plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for;
- b. Updated comparison of capacities showing programmed areas (square footage) vs. developed design areas;
- c. Code review summary and life safety egress plans with identification of security and access points;
- d. Site plans showing general dimensions and elevations, permanent exterior signage, parking and roadway plans and elevations, vehicular and pedestrian circulation, grading plans, utility plans, elevations and details, accessible route, flood control measures;
- e. Landscape site plans including stormwater management, soil erosion and sedimentation control;
- f. Construction staging areas (Note: any staging area proposed on the landfill must be presented to and approved by the City of Sunnyvale Solid Waste Division, the LEA and the City's Biological Consultant);
- g. Building 3D images showing building materials, site access and parking, pedestrian circulation, building fenestration and building entries, solar orientation and shading;
- h. Design development building plans including floor plans, sections and elevations with dimensions, wall types and building materials;
- i. Typical wall sections, roof and drainage plans, door and window schedules and details;
- j. Enlarged area plans including Control Room, Laboratory, toilet room plans, breakroom and/or kitchens area plans;
- k. Details of the methane barrier and methane collection and venting system;
- l. Details of continuous indoor methane monitoring and alarm system;



- m. Review for preliminary compliance with California ELAP (Environmental Laboratory Accreditation Program);
- n. Review for preliminary compliance with Sunnyvale Department of Public Safety Consolidated Permits including fire prevention and hazardous materials;
- o. Structural foundation plan, typical floor and roof framing plans, structural sections, structural calculations;
- p. Developed HVAC, Plumbing and Electrical site plans and floor plans showing equipment locations, sizes, control diagrams, calculations and load summaries, HVAC equipment schedules, plumbing fixture schedules, and lighting schedules;
- q. 60% specifications for building materials and systems, equipment and components;
- r. Updated LEED checklist;
- s. Updated cost estimate;
- t. Updated project schedule;
- u. Design Workshop;
- v. Utility conflicts have been resolved or a timeline for resolution of issues has been determined; and
- w. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.

3. 90% Submittal

All issues, prior comments, and concerns must be addressed in this submittal. Submit four (4) 24" x 36" and twelve (12) 11" x 17" hardcopies of the drawings and sixteen (16) hardcopies of the specifications, cost estimate, and construction schedule.

- a. 90% plans: All subcontracted work shall be accounted for in this submittal;
- b. Updated comparison of capacities showing programmed areas (square footage) vs. developed design areas;
- c. Pre-Final code review summary and Life safety egress plans with identification of security and access points;
- d. Pre-Final civil site paving, grading, flood control and drainage plans;
- e. Pre-Final landscape planting, irrigation and stormwater site plans;
- f. Final demolition plans;
- g. Building 3D images showing final building in the surrounding context;
- h. Pre-Final building floor plans, sections, elevations and detail drawings;
- i. Detailed Control Room and Laboratory Plans;
- j. Pre-Final structural, mechanical, plumbing and electrical plans, details, schedules and calculations;
- k. Documentation of outreach to regulatory agencies with respect to the construction of this structure on and adjacent to a landfill or any other regulatory issues that may be outstanding, and their responses to the outreach;

- l. Pre-Final specifications;
- m. Final LEED checklist;
- n. Pre-Final cost estimate;
- o. Design Workshop;
- p. Responses to the City's review comments on the 60% submittal, along with return of mark-ups; and
- q. Meeting with City Building Department to review 90% submittal and provide comments.

4. 100% Submittal

All issues, prior comments, and concerns must be addressed in this submittal. Submit four (4) 24" x 36" and twelve (12) 11" x 17" hardcopies of the drawings and sixteen (16) hardcopies of the specifications table of contents, cost estimate, and construction schedule.

The 100% plans shall be suitable to submit for Building Department review in hard copy format, and to prepare draft Building Permits, ready for the winning bidder. Include all necessary attachments and schedules in hard copy, including but not necessarily limited to: structural calculations, energy efficiency worksheets, and related work.

a. 100% plans:

- i. Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

*"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."*

- ii. The Assistant Director of Public Works/City Engineer statement on the plans shall be on the title sheet of the project plans:

*"The City of Sunnyvale hereby accepts these plans for construction, as being in general compliance with plans preparation requirements of this agency. Responsibility for the completeness and accuracy of the plans and related designs resides with the Engineer and Engineering Firm of Record."*

b. 100% specifications:

- i. Reviewed bid instructions;
- ii. Finalized technical specifications; and
- iii. Finalized Special Provisions.

- c. Project schedule update;
- d. 100% construction cost estimate;
- e. Responses to the City's review comments on the 90% submittal (including Building Department comments), along with return of mark-ups;
- f. All structural calculations;
- g. Final Geotechnical Report; and
- h. Other supporting documentation as necessary.

#### Exclusions and Clarifications for Design Development

- Architectural:
  - It is assumed that the City or PMC will adjudicate comments from multiple reviewers to ensure comments are appropriate for the design team, have not been addressed previously and are not redundant.
  - MWA will work with a US Communities Government Purchasing Alliance furniture vendor to assist in planning and providing options for new furniture selection and specification for this facility.
  - Signage/graphics other than code required signage are excluded:
    - a. One sign at the building entrance is included.
- Mechanical, Electrical, Plumbing and fire Protection:
  - Street lighting design and engineering is excluded.
    - a. Interior and exterior building lighting is included as well as lighting necessary for parking.
  - City will provide electrical utility capacity.
- Structural:
  - Window washing systems and tie-downs: An allowance has been provided for tie downs on the roof.
- Civil:
  - Scope and fee assumes a gravity-feed for the sanitary sewer system.
- Landscape Architectural (LA):
  - Construction Support Services for (LA) shall include final inspection participation and punch list development, including planting material maintenance acceptance and final acceptance inspections.

#### 5. LEED Upgrade (Optional)

The Consultant shall include LEED Gold 2009 as the base scope of services. An Optional scope of services has been provided for meeting LEED Gold v4 in lieu of Gold 2009. A LEED GAP Study will be conducted during the Preliminary Design Phase to analyze the differences between pursuing LEED v2009 and LEED v4 to determine the increased project requirements and anticipated costs to meet the requirements for a Gold rating (in LEED scope). Optional services for the LEED Gold v4 Upgrade to include:

- Preparation of a LEED Compliant energy model following the building performance rating method detailed in Appendix G of ANSI/ASHRAE/IESNA Standard 90.1-2007 or following the Title 24-2013 Part 6 Energy Cost Budget method; and
- Preparation of a LEED Compliant daylight model using the Simulation Option.

#### Deliverables

- LEED Compliant Energy Modeling
- LEED Compliant Daylight Model.
- Draft LEED scorecard at each major milestone
- Additional supporting analyses, as necessary
- LEED scorecard workshop

#### 6. Whole Building Life Cycle Analysis (Optional)

An Optional scope of services has been provided for conducting a Whole Building Life Cycle Analysis should the project pursue LEED Gold v4. Optional services to include:

- Facilitate a scoping session with the project team to define life-cycle assessment (LCA) scope;
- Prepare a Bill of Materials identifying all of the products being installed in the project by weight;
- Utilize the Bill of Materials to create and model the baseline building
- Identify alternative designs and provide environmental impact analyses of each; and
- Create a final report summarizing LCA results based on final materials selections.

#### Deliverables

- Whole Building Life Cycle Analysis

Optional services to be utilized only with advance authorization in writing from the City.

Additional information on the City's codes, policies and guidelines can be found at <https://sunnyvale.ca.gov/business/planning/default.htm>

#### 7. Project Report (Optional)

The Clean Water State Revolving Fund (SRF) provides low interest loans and grant funds to address high-priority water quality needs, including development of publicly-owned treatment plants and improvements or upgrades to utilities. The scope of this project potentially matches the eligibility criteria for the SRF loan program.

If the City determines that this project is a likely candidate for SRF financing, the PMC shall be responsible for applying for and obtaining SRF financing. The application consists of general, technical, environmental, and financial security packages. A Project Report is one of the required attachments to the technical package. An Optional scope of services has been provided for the Consultant to prepare a Draft and Final Project Report, to include the following items:

- Project area:
  - Vicinity and service area map;
  - Current land use and land use trends;
  - Current system users and any new users; and
  - Current population and population trends.
- Wastewater characteristics, existing facilities, and current water quality:
  - Description of existing facilities;
  - Description of all entities responsible or contributing to the existing facilities;
  - Sources of wastewater to the facility; and
  - Current asset, operation, and maintenance management systems.
- Objectives:
  - Reason for the project and its objectives/expected benefits; and
  - Relevant operation and on-site requirements.
- Project Alternatives Analysis:
  - Planning and design parameters and assumptions; and
  - Detailed alternatives analysis.
- Selected project:
  - A detailed description of the recommended project alternative and basis for selection;
  - Design criteria and useful life of the project;
  - Life cycle cost estimate based on time of construction;
  - Detailed schedule;
  - Permits required for project implementation; and
  - Description of any key issues to be resolved.

The SRF application process involves multiple rounds of review and comment by the State Water Resources Control Board (SWRCB). The PMC is responsible for managing this process and providing responses in a timely manner. An Optional scope of services has been provided for the Consultant to support the PMC by providing supplemental technical information related to the content of the Project Report and other aspects of the design, as requested by SWRCB.

#### Deliverables

- Draft Project Report
- Response-to-comment table for Draft Project Report
- Final Project Report, incorporating City comments and addressing any questions City personnel may have
- Responses to ad hoc technical questions from SWRCB

Optional services to be utilized only with advance authorization in writing from the City.

8. Building Information Modeling (BIM)

Consultant will prepare the architectural, structural, MEP, and civil contract documents using Autodesk Revit/Civil 3D in a version to be approved by the City.

Consultant will provide a BIM Design Model incorporating Level of Detail (LOD) 300. The primary objectives and uses of the BIM Design Model will be as follows:

- Visualizations: Visualizations of the building shall be created for the purpose of comparing design alternatives and making design decisions; and for “selling” the design to clients or even local communities.
- Design Coordination: “Clash detection” shall be performed whereby the computer model visually highlights to the team where parts of the building, such as the structural frame and the building service pipes and ducts, may be in conflict.

The BIM Design Model may be turned over to the Contractor during the Construction Support Services Phase of the project at the City’s option.

Deliverables

- Electronic BIM
- A Four-Hour Training Workshop for WPCP staff

G. *Bid Package*

Consultant shall develop the approved 100% Design submittal into bid package plans, specifications, and cost estimates. All comments from the previous submittal shall be resolved and incorporated, including all Building Department comments.

1. Submit two (2) hard copies of full sized plans (24” x 36”), stamped and signed on each sheet by the Engineer of Record and by discipline and one (1) hard copy of the specifications, printed single-sided only. Copies and digital format (PDF and native format) of each of the documents listed below:
  - Complete revised Special Conditions and reviewed Standard Conditions, and bid instructions:
    - Final Bid Schedule and/or schedule of values;
    - Tabulation of quantities of all work;
    - Final engineer’s construction cost estimate in the form of the Bid Schedule, (along with supporting documents not part of the Bid Package);
    - Final list of submittals, including identification of items governed by American Iron and Steel requirements;
    - Recommendation for allowed construction time period; and
    - Final list of information available to bidders with disclaimer.

- Coordinate plans and technical specifications with the City's (front end) bid instructions, standard provisions, and revised special provisions ready for Public Works bidding;
- Complete sets of plans, stamped, and signed on each sheet by the Engineer of Record;
- Complete Technical Specifications stamped and signed on the table-of-contents sheet by the Engineer of Record. If there are more than one Engineer of Record, stamp and sign the table of contents sheet for only that/those section(s) that applies to each engineering discipline:
  - The headers and footers of the Technical Specifications shall be formatted per the example provided by the Project Administration Section and include the Invitation for Bids number provided by Purchasing. The final version of the Technical Specifications shall be submitted as a PDF.
- Reviewed City's Standard Construction Contract with completion of blanks that are determined by the work (time of construction);
- Certification of Peer Review signed that the entire Bid Package was reviewed and is recommended for Public Works bidding (Not incorporated with Bid Package);
- Digital copy of all work products and supporting work; and
- Structural calculations, energy efficiency worksheets, and related work.

*H. Bidding Services*

Consultant will coordinate bid responsibilities with PMC, and City Construction Management Consultant (CMC), attend a pre-bid meeting, prepare minutes from pre-bid meeting, respond to all bidders' requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City's Purchasing Officer.

Conformed Documents will be prepared by the Consultant, incorporating all addenda to the bid documents. Contractor must sign off on Conformed Documents as part of the Conformed Document process. City will provide reproduction services.

*I. Construction Support Services*

The City's CMC will have primary responsibility for construction management and inspection. The Consultant's point of contact will be the City's CMC, not the Contractor.

The following is a minimum list of services and submittals required:

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).

2. Attend the pre-construction meeting, and periodic construction meetings and field inspection for final completion as determined by the City. All other required on-site meetings shall be considered necessary and based on the competency and adequacy of the contract documents and therefore the responsibility of the Consultant.
3. Participate in the final inspection and development of the punch lists.
4. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
5. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
6. Review proposed substitutions, if any, for conformance to plans and technical specifications.
7. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
8. Prepare Record Drawings based upon red-lines provided by the Contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
9. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.
10. Provide coordination and oversight related to equipment testing and integration (all documentation of these events shall be submitted to the City by the Consultant).

### **Submittals**

- Prompt responses to all requests for information (RFIs)
- Prompt responses to all submittals
- Record Drawings submitted as AutoCAD and PDF files

### **Optional Construction Support Services:**

11. Geotechnical Construction Quality Assurance (CQA):

Geotechnical CQA will be required by the permitting agency to verify that the foundation elements were constructed in accordance with the geotechnical design recommendations. The permitting agency will require that CQA be conducted by an engineer that is independent of the construction contractor. Consultant will provide CQA to include a dynamic pile analysis and pile driving activities to verify that foundation piles are installed per the geotechnical recommendations and design. The cost for this scope has been estimated based on the following assumptions, and includes a contingency for variations in scope and production rate:

- 3 days of indicator pile driving for 6 piles; and
- 10 days of production pile driving.



12. Subsurface Gas Barrier, Passive Methane Collection and Venting System, and Methane Monitoring and Alarm System CQA:

CQA will be required by the permitting agency to verify that the passive methane collection and venting system and related components were constructed in accordance with the design recommendations. The permitting agency will require that CQA be conducted by an engineer that is independent of the construction contractor. Consultant will provide CQA to include verification and testing of the gas barrier installation, venting system, and monitoring/alarm system. Consultant will provide record drawings of the methane collection system, and documentation to the City upon completion of the system installation. The cost for this scope is dependent on the specific system design details and installation production rate by the contractor. The cost for this scope has been estimated based on the following assumptions, and includes a contingency for variations in scope and installation production rate:

- Assumes that the system will be installed under a building footprint of 10,000 gross square-feet or less;
- Assumes methane mitigations system components will be installed over several mobilizations; and
- Assumes a total of 25 discontinuous days in the field.

*J. Commissioning Support Services*

Leading up to and during commissioning, the contractor will be responsible for preparing and executing training and testing plans and schedules; and equipment and system start-up plans. The CMC will be responsible for observing and documenting the completion of the majority of these activities. The Consultant's role is to review and accept submittals and tasks performed by the contractor. Specific services shall include:

1. Planning Phase:

Consultant shall review, critique, and accept owner training plans and manufacturers' certificate of installation and functionality compliance.

Deliverables

- Review comments on all planning/commissioning-phase submittals

2. Commissioning Phase:

Consultant shall witness factory testing for instrumentation and major equipment. Consultant shall witness and accept all installation and functional testing, including instrument field calibration.

Deliverables

- Letter report summarizing findings from each testing witnessed

3. Start-Up Phase:

Prior to start-up, Consultant shall review, critique, and accept commissioning documentation and data and start-up plans. Consultant shall participate in building, Certified Unified Program Agency (CUPA), and fire inspection compliance checks; HVAC functionality checks; and final HVAC testing, adjusting, and balancing.

Consultant shall observe start-up activities and verify satisfactory completion of all Contractor tasks. Consultant shall observe and accept instrumentation and control performance testing and fine tuning.

Deliverables

- Review comments on all start-up phase submittals
- Letter report summarizing observations and certifying completion of each test

**Optional Commissioning Support Services:**

4. Monitoring Based Commissioning

An Optional scope of services has been provided for conducting Monitoring Based Commissioning should the project pursue LEED Gold v4. Optional services to include:

- Create a Monitoring Based Commissioning Plan (MBCx);
- Create a BMS points list to ensure all data points will be monitored properly to implement the MBCx Plan;
- Review submittals for controls, metering, and energy analysis software-related equipment;
- Implement MBCx Plan with on-site verification of monitoring systems;
- Verify Trend Data (quarterly) for one (1) year during operations;
- For any inconsistencies in data that do not match to expected energy use, determine appropriate on-site testing needed to fix the inconsistency; and
- Address performance issues with follow-up testing during the ten (10) Month Review.

Deliverables

- MBCx Plan
- BMS points list
- Review and respond to all submittals for controls, metering, and energy analysis software-related equipment
- Provide coordination and oversight related to implementation of the MBCx Plan, including verification of quarterly submitted Trend Data (all documentation of these events shall be submitted to the City by the Consultant)

#### IV. Available Documents

Available Documents listed under items 4-7 are available on the Program website:

<http://www.sunnyvalecleanwater.com/-projects#Project8.3>

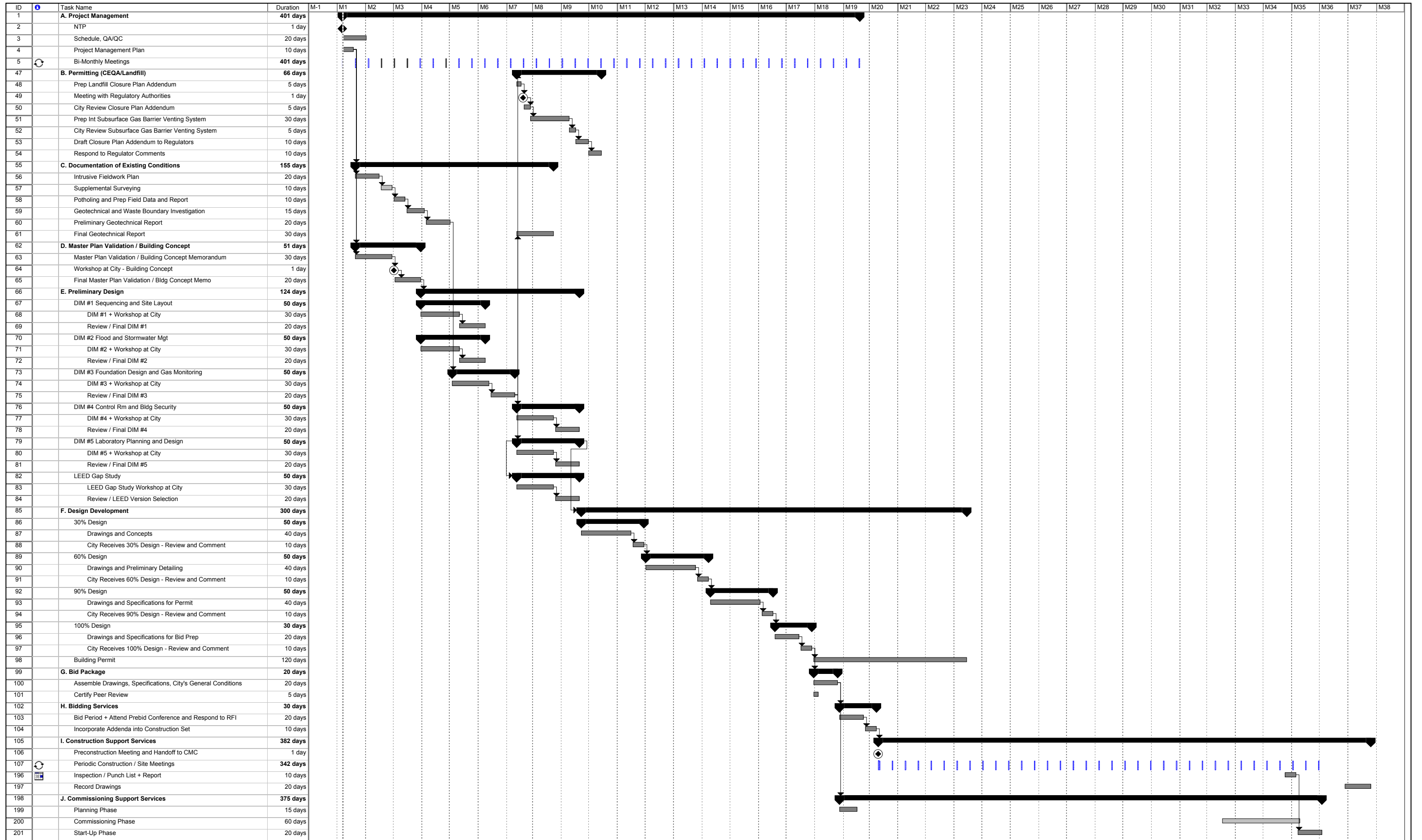
1. City standard specifications and details are available on the City's website:  
<https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23805>
2. Program design standards and master planning documents are available on the Program website: <http://www.sunnyvalecleanwater.com/WPCP-master-plan>
  - A. Basis of Design Report: [http://www.sunnyvalecleanwater.com/documents/master-plan/Basis-of-Design-Report\\_Final-for-City-Web\(Rev1\).pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Basis-of-Design-Report_Final-for-City-Web(Rev1).pdf)
  - B. Geotechnical Study for the Master Plan:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Geotechnical-Study\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Geotechnical-Study_Final-for-City-Web.pdf)
  - C. Existing Utilities TM: [http://www.sunnyvalecleanwater.com/documents/master-plan/Existing-Utilities-Plan-TM\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Existing-Utilities-Plan-TM_Final-for-City-Web.pdf)
  - D. Land Survey and Monumentation Documents:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Record-of-Survey\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Record-of-Survey_Final-for-City-Web.pdf)
  - E. Building Programming TM: [http://www.sunnyvalecleanwater.com/documents/master-plan/Building-Programming-TM\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Building-Programming-TM_Final-for-City-Web.pdf)
  - F. Design Standards Landscape  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Landscape-Design-Standards\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Landscape-Design-Standards_Final-for-City-Web.pdf)
  - G. Structural and Seismic Design Standards:  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Structural-and-Seismic-Design-Standards\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Structural-and-Seismic-Design-Standards_Final-for-City-Web.pdf)
  - H. Site Investigation Analysis (Hazardous Materials Analysis) TM  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Site-Investigation-Analysis\(Hazardous-Materials-Analysis\)\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Site-Investigation-Analysis(Hazardous-Materials-Analysis)_Final-for-City-Web.pdf)
  - I. Hydrology Report TM  
[http://www.sunnyvalecleanwater.com/documents/master-plan/Hydrology-Report-TM\\_Final-for-City-Web.pdf](http://www.sunnyvalecleanwater.com/documents/master-plan/Hydrology-Report-TM_Final-for-City-Web.pdf)
3. The PEIR is available on the Program website:  
<http://www.sunnyvalecleanwater.com/program-environmental-impact-report>
4. Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
  - A. As-built of landfill gas collection system: PR98-06(A), PR-98-06(B), PR-02/06-02: Landfill Gas Condensate Collection, Return, and Pre-Treatment System, November 2006.
  - B. As-built of landfill gas control/recovery system: PR-87-10: Landfill Gas Control/Recovery System, May 1987.
  - C. As-built of household hazardous waste facility: Household Hazardous Waste Collection Facility, January 1999.

5. WPCP manuals and data
  - A. Laboratory Operation Manuals
6. Other plans, studies, figures, and reports:
  - A. Sunnyvale Burrowing Owl Habitat Suitability and Opportunities Report, November 2014
  - B. Hazardous Materials Business Plan
  - C. Figure 1A – Sunnyvale Landfill Site Plan West
  - D. Figure 1B – Sunnyvale Landfill Site Plan East
  - E. Post Closure Maintenance Plan Dated October 1993
7. Permits
  - A. City of Sunnyvale–WPCP Fire Prevention & Hazardous Materials Consolidated Permit; Sunnyvale Department of Public Safety; July 7, 2015
  - B. Order R2-2014-0035, NPDES No. CA0037621; San Francisco Bay Regional Water Quality Control Board; September 10, 2014
  - C. Order 89-105; California Regional Water Quality Control Board San Francisco Bay Region; June 21, 1989

The below information will be provided to the Consultant within five (5) business days following issuance of a Notice-to-Proceed (NTP):

1. GIS data for property lines, street center lines, and two (2) foot contours;
2. Aerial photographs from 2015 (ArcGIS format);
3. City standard plan cover sheet; and
4. Easement documents.

# Exhibit "A-1"



Project: Sunnyvale WPCP Admin-Lab  
 Date: Mon Aug 7

Task Split Progress Milestone Summary Project Summary External Tasks External Milestone Deadline



Exhibit "C"  
COMPENSATION SCHEDULE  
OPTION 2

Table with columns: Tasks, Labor (Principal In Charge, Project Manager, Deputy PM, Project Architect/Designer, Job Captain, QA/QA Manager, Tech 3, Tech 2, Admin, Total Hours, Total Labor Costs), Subconsultants (Structural, MEP, Civil, Landscape, LEED, Geotech, CEQA, Cost, Corrosion, Total Sub Labor Costs), Total (Total MWA and Consults Labor). Rows include Project Management, Permitting, Documentation of Existing Conditions, Master Plan Validation / Building Concept, Preliminary Design, Design Development, Bid Package, Bidding Services, Construction Support Services, and Commissioning Support Services.

**Exhibit "C-1"**  
**COMPENSATION SCHEDULE**  
**IDA Subconsultant**  
**Revised 05/30/2017**

City of Sunnyvale  
Administration and Laboratory Building  
IDA Structural Engineers, Inc.

Tasks		Labor							ODCs	Total		
Task #	Task Description	Principal-in-Charge	Project Engineer	Design Engineer	Structural Designer	CAD/Revit Operator	Administrative Support	Title	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee
		Stephen Delesse, SE	Jon Kiland, SE	TBD	TBD	Xiaojie Gong	Maureen Kamiya	Name				
		\$235	\$190	\$140	\$115	\$115	\$80	\$100				
A	Project Management	24	-	-	-	-	-	-	24	\$ 5,640	\$ -	\$ 5,640
A.1	Project Management Plan								-	\$ -		\$ -
A.2	Meeting Management								-	\$ -		\$ -
A.3	Project Schedules								-	\$ -		\$ -
A.4	Quality Assurance / Quality Control	24							24	\$ 5,640		\$ 5,640
A.5	Document Management								-	\$ -		\$ -
A.6	Pay Applications								-	\$ -		\$ -
A.7	Support for One Council Study Session, Two Commission Meetings, and Council Meeting (Optional)								-	\$ -		\$ -
B	Permitting	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
B.1	CEQA								-	\$ -		\$ -
B.2	Landfill Post-Closure Plan Amendment								-	\$ -		\$ -
B.3	Building Subsurface Gas Barrier, Methane Collection and Venting System, and Methane Monitoring Alarm System								-	\$ -		\$ -
B.4	Preparation of an Initial Study and Tiered Negative Declaration (Optional)								-	\$ -		\$ -
B.5	Revisions to Hazardous Business Plan (Optional)								-	\$ -		\$ -
C	Documentation of Existing Conditions	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
C.1	Supplemental Surveying								-	\$ -		\$ -
C.2	Supplemental Subsurface Utility Mapping								-	\$ -		\$ -
C.3	Geotechnical Characterization								-	\$ -		\$ -
D	Master Plan Validation / Building Concept	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
E	Preliminary Design	8	16	40	-	8	-	-	72	\$ 11,440	\$ -	\$ 11,440
E.1	DIM #1: Sequencing and Site Layout								-	\$ -		\$ -
E.2	DIM #2: Flood Risk, Flood Protection, and Stormwater Management								-	\$ -		\$ -
E.3	DIM #3: Foundation Design	8	16	40		8			72	\$ 11,440		\$ 11,440
E.4	DIM #4: Control Room and Building Security								-	\$ -		\$ -
E.5	DIM #5: Laboratory Planning and Design								-	\$ -		\$ -
F	Design Development	64	280	248	96	194	-	-	882	\$ 136,310	\$ 3,500	\$ 139,810
F.1	30% Submittal	16	80	40		42			178	\$ 29,390		\$ 29,390
F.2	60% Submittal	16	88	80	40	74			298	\$ 44,790		\$ 44,790
F.3	90% Submittal	24	88	96	40	54			302	\$ 46,610		\$ 46,610
F.4	100% Submittal	8	24	32	16	24			104	\$ 15,520	\$ 3,500	\$ 19,020
F.5	LEED Platinum-Gold v4 Upgrade (Optional)								-	\$ -		\$ -
F.6	Project Report (Optional)								-	\$ -		\$ -
F.7	Building Information Modeling (Optional) INCLUDED IN BASE FEE								-	\$ -		\$ -
G	Bid Package	-	6	-	-	8	-	-	14	\$ 2,060	\$ -	\$ 2,060
H	Bidding Services	-	8	8	-	8	-	-	24	\$ 3,560	\$ -	\$ 3,560
I	Construction Support Services	20	92	80	-	24	-	-	216	\$ 36,140	\$ 1,500	\$ 37,640
I.1	Internal Handoff Meeting		6						6	\$ 1,140		\$ 1,140
I.2	Pre-Construction and Construction Progress Meetings		30						30	\$ 5,700	\$ 1,500	\$ 7,200
I.3	Final Inspection Participation and Punch List Development		8						8	\$ 1,520		\$ 1,520
I.4	Respond to RFIs	4	12	32		8			56	\$ 8,620		\$ 8,620
I.5	Review and Respond to Submittals		16	40					56	\$ 8,640		\$ 8,640
I.6	Review Proposed Substitutions (as needed)	2	8						10	\$ 1,990		\$ 1,990
I.7	Request for Quotations and Contract Change Orders	8	8						16	\$ 3,400		\$ 3,400
I.8	Prepare Record Drawings		4	8		16			28	\$ 3,720		\$ 3,720
I.9	Lessons Learned Meeting	6							6	\$ 1,410		\$ 1,410
I.10	Coordination and Oversight for Equipment Testing and Integration								-	\$ -		\$ -
J	Commissioning Support Services	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
J.1	Planning Phase								-	\$ -		\$ -
J.2	Commissioning Phase								-	\$ -		\$ -
J.3	Start-Up Phase								-	\$ -		\$ -
	<b>Total Optional Services</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
	<b>Total Including Optional Services</b>	116	402	376	96	242	-	-	1,232	\$ 195,150	\$ 5,000	\$ 200,150



Exhibit "C.2"  
COMPENSATION SCHEDULE  
Interface Subconsultant

Tasks		Labor														ODCs		Total	
Task #	Task Description	Project Manager	Mechanical	Mechanical	Mechanical	Fire Alarm	Fire Alarm	Electrical	Electrical	Electrical	Fire Protection	Fire Protection	Plumbing	Plumbing	Plumbing	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee
		Rick Russell	Enicce Yoon	Lead Engineer	Designer	Kenton Aikens	Designer	Jason Lau	Lead Engineer	Designer	Kenton Aikens	Designer	Ed Dizon	Lead Engineer	Designer				
		\$280	\$210	\$155	\$120	\$210	\$125	\$210	\$155	\$120	\$210	\$120	\$180	\$145	\$125				
A	Project Management	26	-	-	-	-	-	-	-	-	-	-	-	-	-	26	\$ 7,280	\$ -	\$ 7,280
A.1	Project Management Plan	3														3	\$ 840		\$ 840
A.2	Meeting Management	8														8	\$ 2,240		\$ 2,240
A.3	Project Schedules	4														4	\$ 1,120		\$ 1,120
A.4	Quality Assurance / Quality Control	6														6	\$ 1,680		\$ 1,680
A.5	Document Management	5														5	\$ 1,400		\$ 1,400
A.6	Pay Applications															-	\$ -		\$ -
A.7	Support for One Council Study Session, Two Commission Meetings, and Council Meeting (Optional)															-	\$ -		\$ -
B	Permitting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
B.1	CEQA		0	0	0	0	0									-	\$ -		\$ -
B.2	Landfill Post-Closure Plan Amendment		0	0	0	0	0									-	\$ -		\$ -
B.3	Building Subsurface Gas Barrier, Methane Collection and Venting System, and Methane Monitoring Alarm System		0	0	0	0	0									-	\$ -		\$ -
B.4	Preparation of an Initial Study and Tiered Negative Declaration (Optional)		0	0	0	0	0									-	\$ -		\$ -
B.5	Revisions to Hazardous Business Plan (Optional)		0	0	0	0	0									-	\$ -		\$ -
C	Documentation of Existing Conditions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
C.1	Supplemental Surveying		0	0	0	0	0									-	\$ -		\$ -
C.2	Supplemental Subsurface Utility Mapping		0	0	0	0	0									-	\$ -		\$ -
C.3	Geotechnical Characterization		0	0	0	0	0									-	\$ -		\$ -
D	Master Plan Validation / Building Concept	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
E	Preliminary Design	-	21	24	25	5	2	30	36	34	5	2	18	17	16	235	\$ 37,385	\$ -	\$ 37,385
E.1	DIM #1: Sequencing and Site Layout		2	3	3	3	0	3	4	4	1	0	2	2	2	29	\$ 4,715		\$ 4,715
E.2	DIM #2: Flood Risk, Flood Protection, and Stormwater Management					1				0						1	\$ 210		\$ 210
E.3	DIM #3: Foundation Design		3	3	4		0	5	5	5	1	0	3	3	3	35	\$ 5,560		\$ 5,560
E.4	DIM #4: Control Room and Building Security		7	7	7	0	1	9	11	10	1	1	6	5	5	70	\$ 11,075		\$ 11,075
E.5	DIM #5: Laboratory Planning and Design		9	11	11	1	1	13	16	15	2	1	7	7	6	100	\$ 15,825		\$ 15,825
F	Design Development	-	116	230	239	11	16	137	250	252	18	26	75	134	111	1,615	\$ 244,404	\$ 2,500	\$ 246,904
F.1	30% Submittal		10	20	2	2	2	18	31	31	3	4	10	15	14	162	\$ 25,250		\$ 25,250
F.2	60% Submittal		18	28	31	2	3	23	42	41	4	4.95	12	23	18	250	\$ 38,074		\$ 38,074
F.3	90% Submittal		34	62	60	4	7	47	85	81	7	10	24	46	44	511	\$ 77,590		\$ 77,590
F.4	100% Submittal		22	38	36	3	4	29	53	50	4	7	17	30	25	318	\$ 48,480		\$ 48,480
F.5	LEED Platinum-Gold v4 Upgrade (Optional)		30	72	110	0	0	19	31	49	0	0	10	10	10	341	\$ 49,730		\$ 49,730
F.6	Project Report (Optional)		2	10	0	0	0	1	8.32	0	0	0	2	10	0	33	\$ 5,280		\$ 5,280
F.7	Building Information Modeling (Optional)		0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -		\$ -
G	Bid Package	-	2	3	3	1	1	3	3	4	1	1	2	2	2	28	\$ 4,385	\$ -	\$ 4,385
H	Bidding Services	-	4	6	6	1	1	5	7	9	1	2	3	4	5	54	\$ 8,235	\$ -	\$ 8,235
I	Construction Support Services	-	7	37	108	5	10	8	47	120	6	14	8	26	75	471	\$ 63,355	\$ 2,500	\$ 65,855
I.1	Internal Handoff Meeting		0	0	0	0	0									-	\$ -		\$ -
I.2	Pre-Construction and Construction Progress Meetings		0	4	7	0	0	0	3	2	0	0	0	1	8	25	\$ 3,310		\$ 3,310
I.3	Final Inspection Participation and Punch List Development		1	5	15	0	0	1	7	12	0	0	1	4	9	55	\$ 7,405		\$ 7,405
I.4	Respond to RFIs		1	6	18	1	3	1	8	18	1	4	1	5	16	83	\$ 11,090		\$ 11,090
I.5	Review and Respond to Submittals		1	6	18	1	3	1	8	24	2	5	1	5	12	87	\$ 11,640		\$ 11,640
I.6	Review Proposed Substitutions (as needed)		0	4	12	1	2	1	5	16	1	2	1	3	8	56	\$ 7,490		\$ 7,490
I.7	Request for Quotations and Contract Change Orders		1	4	13	1	1	1	6	17	1	2	1	3	9	60	\$ 8,095		\$ 8,095
I.8	Prepare Record Drawings		1	4	13	0	0	1	6	17	0	0	1	3	9	55	\$ 7,310		\$ 7,310
I.9	Lessons Learned Meeting		1	2	6	1	1	1	2	7	1	1	1	1	4	29	\$ 4,090		\$ 4,090
I.10	Coordination and Oversight for Equipment Testing and Integration		1	2	6	0	0	1	2	7	0	0	1	1	0	21	\$ 2,925		\$ 2,925
J	Commissioning Support Services	-	3	8	6	-	-	3	12	6	-	-	3	6	3	50	\$ 7,585	\$ -	\$ 7,585
J.1	Planning Phase		1	2	2			1	4	2			1	2	1	16	\$ 2,425		\$ 2,425
J.2	Commissioning Phase		1	3	2			1	4	2			1	2	1	17	\$ 2,580		\$ 2,580
J.3	Start-Up Phase		1	3	2			1	4	2			1	2	1	17	\$ 2,580		\$ 2,580
	<b>Total Optional Services</b>	-	32	82	110	-	-	20	39	49	-	-	12	20	10	374	\$ 55,010	\$ -	\$ 55,010
	<b>Total Including Optional Services</b>	26	153	308	387	23	30	186	355	425	31	45	109	189	212	2,479	\$ 372,629	\$ 5,000	\$ 377,629

**Exhibit "C-3"**  
**COMPENSATION SCHEDULE**  
**KPFF Subconsultant**

**City of Sunnyvale**  
**Administration and Laboratory Building**  
**KPFF Consulting Engineers**

Tasks		Labor								ODCs		Total
Task #	Task Description	Project Manager	Senior Civil Eng.	Proj. Eng.	Surveyor	Potholing	Title	Title	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee
		Cory Bannon	Steven Moreland	TBD	David Garrett	Ea.	Name	Name				
		\$150	\$185	\$125	\$175	\$1,000	\$100	\$100				
A	Project Management	48	8	-	-	-	-	-	56	\$ 8,680	\$ -	\$ 8,680
A.1	Project Management Plan	-	-	-	-	-	-	-	-	\$ -	-	\$ -
A.2	Meeting Management	48	8	0	0	-	-	-	56	\$ 8,680	-	\$ 8,680
A.3	Project Schedules	0	0	0	0	-	-	-	-	\$ -	-	\$ -
A.4	Quality Assurance / Quality Control	0	0	0	0	-	-	-	-	\$ -	-	\$ -
A.5	Document Management	0	0	0	0	-	-	-	-	\$ -	-	\$ -
A.6	Pay Applications	0	0	0	0	-	-	-	-	\$ -	-	\$ -
A.7	<i>Support for One Council Study Session, Two Commission Meetings, and Council Meeting (Optional)</i>	0	0	0	0	-	-	-	-	\$ -	-	\$ -
B	Permitting	16	4	-	-	-	-	-	20	\$ 3,140	\$ -	\$ 3,140
B.1	CEQA	8	2	0	0	-	-	-	10	\$ 1,570	-	\$ 1,570
B.2	Landfill Post-Closure Plan Amendment	0	0	0	0	-	-	-	-	\$ -	-	\$ -
B.3	<b>Building Subsurface Gas Barrier, Methane Collection and Venting System, and Methane Monitoring Alarm System</b>	0	0	0	0	-	-	-	-	\$ -	-	\$ -
B.4	<i>Preparation of an Initial Study and Tiered Negative Declaration (Optional)</i>	8	2	0	0	-	-	-	10	\$ 1,570	-	\$ 1,570
B.5	<i>Revisions to Hazardous Business Plan (Optional)</i>	0	0	0	0	-	-	-	-	\$ -	-	\$ -
C	Documentation of Existing Conditions	6	-	-	40	10	-	-	56	\$ 7,900	\$ 10,000	\$ 17,900
C.1	<b>Supplemental Surveying</b>	2	0	0	16	-	-	-	18	\$ 3,100	-	\$ 3,100
C.2	Supplemental Subsurface Utility Mapping (ODC is for Potholing Contractor)	4	0	0	24	10	-	-	38	\$ 4,800	\$ 10,000	\$ 14,800
C.3	Geotechnical Characterization	0	0	0	0	-	-	-	-	\$ -	-	\$ -
D	Master Plan Validation / Building Concept	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
E	Preliminary Design	48	14	44	-	-	-	-	106	\$ 15,290	\$ 180	\$ 15,470
E.1	DIM #1: Sequencing and Site Layout (ODC for Reimbursable Expenses)	24	8	24	0	-	-	-	56	\$ 8,080	\$ 180	\$ 8,260
E.2	DIM #2: Flood Risk, Flood Protection, and Stormwater Management	24	6	20	0	-	-	-	50	\$ 7,210	-	\$ 7,210
E.3	DIM #3: Foundation Design	0	0	0	0	-	-	-	-	\$ -	-	\$ -
E.4	DIM #4: Control Room and Building Security	0	0	0	0	-	-	-	-	\$ -	-	\$ -
E.5	DIM #5: Laboratory Planning and Design	0	0	0	0	-	-	-	-	\$ -	-	\$ -
F	Design Development	152	30	174	-	-	-	-	356	\$ 50,100	\$ 720	\$ 50,820
F.1	30% Submittal (ODC is for Reimbursable Expenses)	16	4	16	0	-	-	-	36	\$ 5,140	\$ 180	\$ 5,320
F.2	60% Submittal (ODC is for Reimbursable Expenses)	54	12	66	0	-	-	-	132	\$ 18,570	\$ 180	\$ 18,750
F.3	90% Submittal (ODC is for Reimbursable Expenses)	42	6	60	0	-	-	-	108	\$ 14,910	\$ 180	\$ 15,090
F.4	100% Submittal (ODC is for Reimbursable Expenses)	24	8	24	0	-	-	-	56	\$ 8,080	\$ 180	\$ 8,260
F.5	<b>LEED Platinum-Gold v4 Upgrade (Optional)</b>	16	0	8	0	-	-	-	24	\$ 3,400	-	\$ 3,400
F.6	<i>Project Report (Optional)</i>	0	0	0	0	-	-	-	-	\$ -	-	\$ -
F.7	<i>Building Information Modeling (Optional)</i>	0	0	0	0	-	-	-	-	\$ -	-	\$ -
G	Bid Package	4	1	4	-	-	-	-	9	\$ 1,285	\$ -	\$ 1,285
H	Bidding Services	16	4	4	-	-	-	-	24	\$ 3,640	\$ -	\$ 3,640
I	Construction Support Services	84	1	40	-	-	-	-	125	\$ 17,785	\$ -	\$ 17,785
I.1	Internal Handoff Meeting	4	0	0	0	-	-	-	4	\$ 600	-	\$ 600
I.2	Pre-Construction and Construction Progress Meetings	16	0	0	0	-	-	-	16	\$ 2,400	-	\$ 2,400
I.3	Final Inspection Participation and Punch List Development	8	0	0	0	-	-	-	8	\$ 1,200	-	\$ 1,200
I.4	Respond to RFIs	24	0	8	0	-	-	-	32	\$ 4,600	-	\$ 4,600
I.5	Review and Respond to Submittals	8	0	16	0	-	-	-	24	\$ 3,200	-	\$ 3,200
I.6	Review Proposed Substitutions (as needed)	8	0	0	0	-	-	-	8	\$ 1,200	-	\$ 1,200
I.7	Request for Quotations and Contract Change Orders	6	0	0	0	-	-	-	6	\$ 900	-	\$ 900
I.8	Prepare Record Drawings	2	1	16	0	-	-	-	19	\$ 2,485	-	\$ 2,485
I.9	Lessons Learned Meeting	8	0	0	0	-	-	-	8	\$ 1,200	-	\$ 1,200
I.10	Coordination and Oversight for Equipment Testing and Integration	0	0	0	0	-	-	-	-	\$ -	-	\$ -
J	Commissioning Support Services	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
J.1	Planning Phase	0	0	0	0	-	-	-	-	\$ -	-	\$ -
J.2	Commissioning Phase	0	0	0	0	-	-	-	-	\$ -	-	\$ -
J.3	Start-Up Phase	0	0	0	0	-	-	-	-	\$ -	-	\$ -
	<b>Total Optional Services</b>	24	2	8	-	-	-	-	34	\$ 4,970	\$ -	\$ 4,970
	<b>Total Including Optional Services</b>	374	62	266	40	10	-	-	752	\$ 107,820	\$ 10,900	\$ 118,720

**Exhibit "C-4"**  
**COMPENSATION SCHEDULE**  
**Merril Morris Subconsultant**

City of Sunnyvale  
Administration and Laboratory Building  
Merrill Morris Partners

Tasks		Labor							ODCs	Total		
Task #	Task Description	Project Manager	Principal	Landscape Architect	Landscape Designer	Title	Title	Title	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee
		John Potis	Dan Morris	Kari Tsubota	Allie Hubert	Name	Name	Name				
		\$149	\$196	\$128	\$100	\$100	\$100	\$100				
<b>A</b>	<b>Project Management</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.1	Project Management Plan								-	\$ -		\$ -
A.2	Meeting Management								-	\$ -		\$ -
A.3	Project Schedules								-	\$ -		\$ -
A.4	Quality Assurance / Quality Control								-	\$ -		\$ -
A.5	Document Management								-	\$ -		\$ -
A.6	Pay Applications								-	\$ -		\$ -
A.7	<i>Support for One Council Study Session, Two Commission Meetings, and Council Meeting (Optional)</i>								-	\$ -		\$ -
<b>B</b>	<b>Permitting</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
B.1	CEQA								-	\$ -		\$ -
B.2	Landfill Post-Closure Plan Amendment								-	\$ -		\$ -
B.3	<b>Building Subsurface Gas Barrier, Methane Collection and Venting System, and Methane Monitoring Alarm System</b>								-	\$ -		\$ -
B.4	<i>Preparation of an Initial Study and Tiered Negative Declaration (Optional)</i>								-	\$ -		\$ -
B.5	<i>Revisions to Hazardous Business Plan (Optional)</i>								-	\$ -		\$ -
<b>C</b>	<b>Documentation of Existing Conditions</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
C.1	<b>Supplemental Surveying</b>								-	\$ -		\$ -
C.2	Supplemental Subsurface Utility Mapping								-	\$ -		\$ -
C.3	Geotechnical Characterization								-	\$ -		\$ -
<b>D</b>	<b>Master Plan Validation / Building Concept</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
<b>E</b>	<b>Preliminary Design</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
E.1	DIM #1: Sequencing and Site Layout								-	\$ -		\$ -
E.2	DIM #2: Flood Risk, Flood Protection, and Stormwater Management								-	\$ -		\$ -
E.3	DIM #3: Foundation Design								-	\$ -		\$ -
E.4	DIM #4: Control Room and Building Security								-	\$ -		\$ -
E.5	DIM #5: Laboratory Planning and Design								-	\$ -		\$ -
<b>F</b>	<b>Design Development</b>	80	18	118	82	-	-	-	298	\$ 38,752	\$ 750	\$ 39,502
F.1	30% Submittal	12	4	24	24				64	\$ 8,044	\$750	\$ 8,794
F.2	60% Submittal	24	4	36	16				80	\$ 10,568		\$ 10,568
F.3	90% Submittal	24	6	40	24				94	\$ 12,272		\$ 12,272
F.4	100% Submittal	12	4	18	18				52	\$ 6,676		\$ 6,676
F.5	<i>LEED Platinum-Gold v4 Upgrade (Optional)</i>	8							8	\$ 1,192		\$ 1,192
F.6	<i>Project Report (Optional)</i>								-	\$ -		\$ -
F.7	<i>Building Information Modeling (Optional)</i>								-	\$ -		\$ -
<b>G</b>	<b>Bid Package</b>	4	4	8	4	-	-	-	20	\$ 2,804	\$ -	\$ 2,804
<b>H</b>	<b>Bidding Services</b>	4	2	-	-	-	-	-	6	\$ 988	\$ -	\$ 988
<b>I</b>	<b>Construction Support Services</b>	66	-	47	-	-	-	-	113	\$ 15,850	\$ 750	\$ 16,600
I.1	Internal Handoff Meeting								-	\$ -	\$750	\$ 750
I.2	Pre-Construction and Construction Progress Meetings	32							32	\$ 4,768		\$ 4,768
I.3	Final Inspection Participation and Punch List Development	16							16	\$ 2,384		\$ 2,384
I.4	Respond to RFIs			12					12	\$ 1,536		\$ 1,536
I.5	Review and Respond to Submittals	3		3					6	\$ 831		\$ 831
I.6	Review Proposed Substitutions (as needed)	3							3	\$ 447		\$ 447
I.7	Request for Quotations and Contract Change Orders	4		32					36	\$ 4,692		\$ 4,692
I.8	Prepare Record Drawings	8							8	\$ 1,192		\$ 1,192
I.9	Lessons Learned Meeting								-	\$ -		\$ -
I.10	Coordination and Oversight for Equipment Testing and Integration								-	\$ -		\$ -
<b>J</b>	<b>Commissioning Support Services</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
J.1	Planning Phase								-	\$ -		\$ -
J.2	Commissioning Phase								-	\$ -		\$ -
J.3	Start-Up Phase								-	\$ -		\$ -
	<b>Total Optional Services</b>	8	-	-	-	-	-	-	8	\$ 1,192	\$ -	\$ 1,192
	<b>Total Including Optional Services</b>	154	24	173	86	-	-	-	437	\$ 58,394	\$ 1,500	\$ 59,894
	Notes:											
1	MMP scope limited to Planting and Irrigation											
2	Costs are estimated at ~\$250 for travel, ~\$500 for deliveries, and ~\$750 for printing, for a total estimate of ~\$1500.											
3	Printing is for internal and external coordination only and is not printing for Design and Construction Document submittals.											
4												

**Exhibit "C-5"**  
**COMPENSATION SCHEDULE**  
**STOK Subconsultant**

City of Sunnyvale  
Administration and Laboratory Building  
Stok

Tasks		Labor								ODCs	Total	
Task #	Task Description	Senior Project Manager	Project Manager	Senior Engineer	Engineering Coordinator	Title	Title	Title	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee
		Jacob Arlein	Kristen Magnusson	Shai Shaul	Bryan Hee	Name	Name	Name				
		\$175	\$165	\$185	\$130	\$100	\$100	\$100				
<b>A</b>	<b>Project Management</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.1	Project Management Plan								-	\$ -		\$ -
A.2	Meeting Management								-	\$ -		\$ -
A.3	Project Schedules								-	\$ -		\$ -
A.4	Quality Assurance / Quality Control								-	\$ -		\$ -
A.5	Document Management								-	\$ -		\$ -
A.6	Pay Applications								-	\$ -		\$ -
A.7	<i>Support for One Council Study Session, Two Commission Meetings, and Council Meeting (Optional)</i>								-	\$ -		\$ -
<b>B</b>	<b>Permitting</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
B.1	CEQA								-	\$ -		\$ -
B.2	Landfill Post-Closure Plan Amendment								-	\$ -		\$ -
B.3	<b>Building Subsurface Gas Barrier, Methane Collection and Venting System, and Methane Monitoring Alarm System</b>								-	\$ -		\$ -
B.4	<i>Preparation of an Initial Study and Tiered Negative Declaration (Optional)</i>								-	\$ -		\$ -
B.5	<i>Revisions to Hazardous Business Plan (Optional)</i>								-	\$ -		\$ -
<b>C</b>	<b>Documentation of Existing Conditions</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
C.1	<b>Supplemental Surveying</b>								-	\$ -		\$ -
C.2	Supplemental Subsurface Utility Mapping								-	\$ -		\$ -
C.3	Geotechnical Characterization								-	\$ -		\$ -
<b>D</b>	<b>Master Plan Validation / Building Concept</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
<b>E</b>	<b>Preliminary Design</b>	-	42	-	-	-	-	-	42	7,000	\$ -	7,000
E.1	DIM #1: Sequencing and Site Layout								-	\$ -		\$ -
E.2	DIM #2: Flood Risk, Flood Protection, and Stormwater Management								-	\$ -		\$ -
E.3	DIM #3: Foundation Design								-	\$ -		\$ -
E.4	DIM #4: Control Room and Building Security								-	\$ -		\$ -
E.5	DIM #5: Laboratory Planning and Design								-	\$ -		\$ -
E.6	<i>LEED v2009 + v4 GAP Study (Optional)</i>		42						42	7,000		7,000
<b>F</b>	<b>Design Development</b>	75	150	-	-	-	-	-	225	37,875	\$ -	37,875
F.1	30% Submittal	15	35						50	8,400		8,400
F.2	60% Submittal	10	20						30	5,050		5,050
F.3	90% Submittal	10	20						30	5,050		5,050
F.4	100% Submittal								-	\$ -		\$ -
F.5	<i>LEED <del>Platinum</del> Gold v4 Upgrade (Optional)</i>	10	15						25	4,225		4,225
F.6	<i>LEED Whole Building LCA (Optional)</i>	30	60						90	15,150		15,150
F.7	<i>Project Report (Optional)</i>								-	\$ -		\$ -
F.8	<i>Building Information Modeling (Optional)</i>								-	\$ -		\$ -
<b>G</b>	<b>Bid Package</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
<b>H</b>	<b>Bidding Services</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
<b>I</b>	<b>Construction Support Services</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
I.1	Internal Handoff Meeting								-	\$ -		\$ -
I.2	Pre-Construction and Construction Progress Meetings								-	\$ -		\$ -
I.3	Final Inspection Participation and Punch List Development								-	\$ -		\$ -
I.4	Respond to RFIs								-	\$ -		\$ -
I.5	Review and Respond to Submittals								-	\$ -		\$ -
I.6	Review Proposed Substitutions (as needed)								-	\$ -		\$ -
I.7	Request for Quotations and Contract Change Orders								-	\$ -		\$ -
I.8	Prepare Record Drawings								-	\$ -		\$ -
I.9	Lessons Learned Meeting								-	\$ -		\$ -
I.10	Coordination and Oversight for Equipment Testing and Integration								-	\$ -		\$ -
<b>J</b>	<b>Commissioning Support Services</b>	-	-	157	240	-	-	-	397	60,245	\$ -	60,245
J.1	Planning Phase			20	32				52	7,860		7,860
J.2	Commissioning Phase			54	60				114	17,790		17,790
J.3	Start-Up Phase			63	78				141	21,795		21,795
J.4	<i>Monitoring Based Commissioning (Optional)</i>			20	70				90	12,800		12,800
	<b>Total Optional Services</b>	40	117	20	70	-	-	-	247	39,175	\$ -	39,175
	<b>Total Including Optional Services</b>	75	192	157	240	-	-	-	664	105,120	\$ -	105,120





# Exhibit "C-7"

## COMPENSATION SCHEDULE

### ESA Subconsultant

City of Sunnyvale  
Administration and Laboratory Building  
ESA

Task #	Tasks Task Description	Labor													Subconsultants				ODCs	Total	
		Project Director	Project Manager	Biologist	Traffic	Analyst	Analyst	Biologist	Analyst	Analyst	Archeologist	GIS	Word Processing	Total Hours	Total Labor Costs	Peer Review	Title	Title	Title	Other Direct Costs	Total Fee
		Jill Hamilton	Karen Lancelle	C Rogers	J Hutchison	J Sunahara	A Mandru	L Hill	J Iyer	M Dirks	H Koenig	W McCulloch	L Bautista			Dan Sicular	Conslt. Name	Conslt. Name	Conslt. Name		
		\$230	\$140	\$215	\$195	\$195	\$100	\$100	\$165	\$165	\$165	\$150	\$115	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS				
A	Project Management	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	-	-	-	\$ -	\$ -	
A.1	Project Management Plan													\$ -					\$ -	\$ -	
A.2	Meeting Management													\$ -					\$ -	\$ -	
A.3	Project Schedules													\$ -					\$ -	\$ -	
A.4	Quality Assurance / Quality Control													\$ -					\$ -	\$ -	
A.5	Document Management													\$ -					\$ -	\$ -	
A.6	Pay Applications													\$ -					\$ -	\$ -	
A.7	Support for One Council Study Session, Two Commission Meetings, and Council Meeting (Optional)													\$ -					\$ -	\$ -	
B	Permitting	38	184				80	24			12	8	18	448	\$ 64,630	4,000	-	-	-	\$ 1,500	\$ 70,130
B.1	CEQA	12	60	2	2	4	20	8	28	6	4		6	152	\$ 22,520					\$500	\$ 23,020
B.2	Landfill Post-Closure Plan Amendment														\$ -					\$ -	\$ -
B.3	Building Subsurface Gas Barrier, Methane Collection and Venting System, and Methane Monitoring Alarm System														\$ -					\$ -	\$ -
B.4	Preparation of an Initial Study and Tiered Negative Declaration (Optional)	26	124	2	4	4	60	16	24	8	8	8	12	296	\$ 42,110	\$4,000				\$1,000	\$ 47,110
B.5	Revisions to Hazardous Business Plan (Optional)														\$ -					\$ -	\$ -
C	Documentation of Existing Conditions	-	-				-	-			-	-	-	-	\$ -	-	-	-	-	\$ -	\$ -
C.1	Supplemental Surveying														\$ -					\$ -	\$ -
C.2	Supplemental Subsurface Utility Mapping														\$ -					\$ -	\$ -
C.3	Geotechnical Characterization														\$ -					\$ -	\$ -
D	Master Plan Validation / Building Concept	-	-				-	-			-	-	-	-	\$ -	-	-	-	-	\$ -	\$ -
E	Preliminary Design	-	-				-	-			-	-	-	-	\$ -	-	-	-	-	\$ -	\$ -
E.1	DIM #1: Sequencing and Site Layout														\$ -					\$ -	\$ -
E.2	DIM #2: Flood Risk, Flood Protection, and Stormwater Management														\$ -					\$ -	\$ -
E.3	DIM #3: Foundation Design														\$ -					\$ -	\$ -
E.4	DIM #4: Control Room and Building Security														\$ -					\$ -	\$ -
E.5	DIM #5: Laboratory Planning and Design														\$ -					\$ -	\$ -
F	Design Development	-	-				-	-			-	-	-	-	\$ -	-	-	-	-	\$ -	\$ -
F.1	30% Submittal														\$ -					\$ -	\$ -
F.2	60% Submittal														\$ -					\$ -	\$ -
F.3	90% Submittal														\$ -					\$ -	\$ -
F.4	100% Submittal														\$ -					\$ -	\$ -
F.5	LEED Platinum-Gold v4 Upgrade (Optional)														\$ -					\$ -	\$ -
F.6	Project Report (Optional)														\$ -					\$ -	\$ -
F.7	Building Information Modeling (Optional)														\$ -					\$ -	\$ -
G	Bid Package	-	-				-	-			-	-	-	-	\$ -	-	-	-	-	\$ -	\$ -
H	Bidding Services	-	-				-	-			-	-	-	-	\$ -	-	-	-	-	\$ -	\$ -
I	Construction Support Services	-	-				-	-			-	-	-	-	\$ -	-	-	-	-	\$ -	\$ -
I.1	Internal Handoff Meeting														\$ -					\$ -	\$ -
I.2	Pre-Construction and Construction Progress Meetings														\$ -					\$ -	\$ -
I.3	Final Inspection Participation and Punch List Development														\$ -					\$ -	\$ -
I.4	Respond to RFIs														\$ -					\$ -	\$ -
I.5	Review and Respond to Submittals														\$ -					\$ -	\$ -
I.6	Review Proposed Substitutions (as needed)														\$ -					\$ -	\$ -
I.7	Request for Quotations and Contract Change Orders														\$ -					\$ -	\$ -
I.8	Prepare Record Drawings														\$ -					\$ -	\$ -
I.9	Lessons Learned Meeting														\$ -					\$ -	\$ -
I.10	Coordination and Oversight for Equipment Testing and Integration														\$ -					\$ -	\$ -
J	Commissioning Support Services	-	-				-	-			-	-	-	-	\$ -	-	-	-	-	\$ -	\$ -
J.1	Planning Phase														\$ -					\$ -	\$ -
J.2	Commissioning Phase														\$ -					\$ -	\$ -
J.3	Start-Up Phase														\$ -					\$ -	\$ -
	<b>Total Optional Services</b>	26	124				60	16			8	8	12	296	\$ 42,110	4,000	-	-	-	\$ 1,000	\$ 47,110
	<b>Total Including Optional Services</b>	38	184				80	24			12	8	18	448	\$ 64,630	4,000	-	-	-	\$ 1,500	\$ 70,130

**Exhibit "C-8"**  
**COMPENSATION SCHEDULE**  
**Mack5 Subconsultant**

**City of Sunnysvale**  
**Administration and Laboratory Building**  
**Mack5**

Tasks		Labor								ODCs	Total	
Task #	Task Description	Senior Cost Estimator	Cost Manager	Administration	Title	Title	Title	Title	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee
		Cynthia Madrid	TBD	Michelle Mohler	Name	Name	Name	Name				
		\$170	\$140	\$70	\$100	\$100	\$100	\$100				
A	Project Management	-	-	-	-	-	-	-	-	\$ -	\$ 250	\$ 250
A.1	Project Management Plan								-	\$ -		\$ -
A.2	Meeting Management								-	\$ -		\$ -
A.3	Project Schedules								-	\$ -		\$ -
A.4	Quality Assurance / Quality Control								-	\$ -		\$ -
A.5	Document Management								-	\$ -	\$250	\$ 250
A.6	Pay Applications								-	\$ -		\$ -
A.7	<i>Support for One Council Study Session, Two Commission Meetings, and Council Meeting (Optional)</i>								-	\$ -		\$ -
B	Permitting	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
B.1	CEQA								-	\$ -		\$ -
B.2	Landfill Post-Closure Plan Amendment								-	\$ -		\$ -
B.3	<b>Building Subsurface Gas Barrier, Methane Collection and Venting System, and Methane Monitoring Alarm System</b>								-	\$ -		\$ -
B.4	<i>Preparation of an Initial Study and Tiered Negative Declaration (Optional)</i>								-	\$ -		\$ -
B.5	<i>Revisions to Hazardous Business Plan (Optional)</i>								-	\$ -		\$ -
C	Documentation of Existing Conditions	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
C.1	<b>Supplemental Surveying</b>								-	\$ -		\$ -
C.2	Supplemental Subsurface Utility Mapping								-	\$ -		\$ -
C.3	Geotechnical Characterization								-	\$ -		\$ -
D	Master Plan Validation / Building Concept	24	12	-	-	-	-	-	36	\$ 5,760.00	\$ -	\$ 5,760
E	Preliminary Design	30	30	-	-	-	-	-	60	\$ 9,300	\$ -	\$ 9,300
E.1	DIM #1: Sequencing and Site Layout	4	4						8	\$ 1,240		\$ 1,240
E.2	DIM #2: Flood Risk, Flood Protection, and Stormwater Management	5	5						10	\$ 1,550		\$ 1,550
E.3	DIM #3: Foundation Design	4	4						8	\$ 1,240		\$ 1,240
E.4	DIM #4: Control Room and Building Security	5	5						10	\$ 1,550		\$ 1,550
E.5	DIM #5: Laboratory Planning and Design	12	12						24	\$ 3,720		\$ 3,720
F	Design Development	172	128	8	-	-	-	-	308	\$ 47,720	\$ -	\$ 47,720
F.1	30% Submittal	33	24	2					59	\$ 9,110		\$ 9,110
F.2	60% Submittal	53	40	2					95	\$ 14,750		\$ 14,750
F.3	90% Submittal	53	40	2					95	\$ 14,750		\$ 14,750
F.4	100% Submittal	33	24	2					59	\$ 9,110		\$ 9,110
F.5	<i>LEED Platinum-Gold v4 Upgrade (Optional)</i>								-	\$ -		\$ -
F.6	<i>Project Report (Optional)</i>								-	\$ -		\$ -
F.7	<i>Building Information Modeling (Optional)</i>								-	\$ -		\$ -
G	Bid Package	24	12	2	-	-	-	-	38	\$ 5,900	\$ -	\$ 5,900
H	Bidding Services	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
I	Construction Support Services	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
I.1	Internal Handoff Meeting								-	\$ -		\$ -
I.2	Pre-Construction and Construction Progress Meetings								-	\$ -		\$ -
I.3	Final Inspection Participation and Punch List Development								-	\$ -		\$ -
I.4	Respond to RFIs								-	\$ -		\$ -
I.5	Review and Respond to Submittals								-	\$ -		\$ -
I.6	Review Proposed Substitutions (as needed)								-	\$ -		\$ -
I.7	Request for Quotations and Contract Change Orders								-	\$ -		\$ -
I.8	Prepare Record Drawings								-	\$ -		\$ -
I.9	Lessons Learned Meeting								-	\$ -		\$ -
I.10	Coordination and Oversight for Equipment Testing and Integration								-	\$ -		\$ -
J	Commissioning Support Services	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
J.1	Planning Phase								-	\$ -		\$ -
J.2	Commissioning Phase								-	\$ -		\$ -
J.3	Start-Up Phase								-	\$ -		\$ -
	<b>Total Optional Services</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
	<b>Total Including Optional Services</b>	<b>250</b>	<b>182</b>	<b>10</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>442</b>	<b>\$ 68,680</b>	<b>\$ 250</b>	<b>\$ 68,930</b>



**Exhibit "C-9"**  
**COMPENSATION SCHEDULE**  
**JDH Subconsultant**

City of Sunnyvale  
Administration and Laboratory Building  
JDH Corrosion Consultants

Tasks		Labor							ODCs		Total	
Task #	Task Description	Project Manager	Corrosion Design Specialist	Corrosion Technician	Field Technician	Senior Corrosion Engineer	Title	Title	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee
		Darby Howard	Tom Herink	Jared Whalen	Brendon Hurley	Name	Name	Name				
		\$220	\$185	\$135	\$95	\$205	\$100	\$100				
<b>A</b>	<b>Project Management</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.1	Project Management Plan								-	\$ -		\$ -
A.2	Meeting Management								-	\$ -		\$ -
A.3	Project Schedules								-	\$ -		\$ -
A.4	Quality Assurance / Quality Control								-	\$ -		\$ -
A.5	Document Management								-	\$ -		\$ -
A.6	Pay Applications								-	\$ -		\$ -
A.7	<i>Support for One Council Study Session (Optional)</i>								-	\$ -		\$ -
<b>B</b>	<b>Permitting</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
B.1	CEQA								-	\$ -		\$ -
B.2	Landfill Post-Closure Plan Amendment								-	\$ -		\$ -
B.3	<i>Preparation of an Initial Study and Tiered Negative Declaration (Optional)</i>								-	\$ -		\$ -
B.4	<i>Revisions to Hazardous Business Plan (Optional)</i>								-	\$ -		\$ -
<b>C</b>	<b>Documentation of Existing Conditions</b>	8	60	8	8	6	-	-	90	\$ 16,000	\$ 200	\$ 16,200
C.1	Supplemental Subsurface Utility Mapping								-	\$ -		\$ -
C.2	Geotechnical Characterization	8	60	8	8	6			90	\$ 16,000	\$200	\$ 16,200
<b>D</b>	<b>Master Plan Validation / Building Concept</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
<b>E</b>	<b>Preliminary Design</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
E.1	DIM #1: Sequencing and Site Layout								-	\$ -		\$ -
E.2	DIM #2: Flood Risk, Flood Protection, and Stormwater Management								-	\$ -		\$ -
E.3	DIM #3: Foundation Design								-	\$ -		\$ -
E.4	DIM #4: Control Room and Building Security								-	\$ -		\$ -
E.5	DIM #5: Laboratory Planning and Design								-	\$ -		\$ -
<b>F</b>	<b>Design Development</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
F.1	30% Submittal								-	\$ -		\$ -
F.2	60% Submittal								-	\$ -		\$ -
F.3	90% Submittal								-	\$ -		\$ -
F.4	100% Submittal								-	\$ -		\$ -
F.5	<i>LEED Application (Optional)</i>								-	\$ -		\$ -
F.6	<i>Project Report (Optional)</i>								-	\$ -		\$ -
F.7	<i>Building Information Modeling (Optional)</i>								-	\$ -		\$ -
<b>G</b>	<b>Bid Package</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
<b>H</b>	<b>Bidding Services</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
<b>I</b>	<b>Construction Support Services</b>	4	-	16	16	-	-	-	36	\$ 4,500	\$ 300	\$ 4,800
I.1	Internal Handoff Meeting								-	\$ -		\$ -
I.2	Pre-Construction and Construction Progress Meetings	4		16	16				36	\$ 4,500	\$300	\$ 4,800
I.3	Final Inspection Participation and Punch List Development								-	\$ -		\$ -
I.4	Respond to RFIs								-	\$ -		\$ -
I.5	Review and Respond to Submittals								-	\$ -		\$ -
I.6	Review Proposed Substitutions (as needed)								-	\$ -		\$ -
I.7	Request for Quotations and Contract Change Orders								-	\$ -		\$ -
I.8	Prepare Record Drawings								-	\$ -		\$ -
I.9	Lessons Learned Meeting								-	\$ -		\$ -
I.10	Coordination and Oversight for Equipment Testing and Integration								-	\$ -		\$ -
<b>J</b>	<b>Commissioning Support Services</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
J.1	Planning Phase								-	\$ -		\$ -
J.2	Commissioning Phase								-	\$ -		\$ -
J.3	Start-Up Phase								-	\$ -		\$ -
	<b>Total Optional Services</b>	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
	<b>Total Including Optional Services</b>	12	60	24	24	6	-	-	126	\$ 20,500	\$ 500	\$ 21,000

## Exhibit "D"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

**Minimum Scope and Limits of Insurance:** Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

### **Deductibles and Self-Insured Retentions**

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

### **Other Insurance Provisions**

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

### **Claims Made Coverage**

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

### **Verification of Coverage**

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.