

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF
SUNNYVALE AND KITCHELL CEM, INC. FOR PROFESSIONAL
SERVICES FOR THE SENIOR CENTER BUILDING REHABILITATION**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and KITCHELL CEM, INC. ("CONSULTANT"), a California corporation.

WHEREAS, CITY advertised a Request for Proposals (RFP) F24-157 on April 9, 2024 for Professional Services for the Senior Center Building Rehabilitation Project; and

WHEREAS, CONSULTANT submitted a proposal on May 14, 2024; and

WHEREAS, CITY accepted CONSULTANT's proposal submitted on {calendar date}; and

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Senior Center Building Rehabilitation 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 "Detailed Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Sergio Rodriguez, PE, ASSOC, DBIA, LEED AP to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

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

2. Notice to Proceed/Completion of Services

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

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

3. Project Schedule

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

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Eighty-Two Thousand Five Hundred Sixty and No/100 Dollars (\$282,560.00) for the duration of the contract, as well as optional services in an amount not to exceed One Hundred Five Thousand Six Hundred Eighty and No/100 Dollars (\$105,680.00) unless upon written modification of this Agreement in accordance with Section 30 below. In no event shall the total amount of compensation payable under this agreement exceed the sum of Three Hundred Eighty-Eight Thousand Two Hundred Forty and No/100 Dollars (\$388,240.00). All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors,

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

6. Consultant is an Independent Contractor

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

7. Consultant's Services to be Approved by a Registered Professional

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

8. Standard of Workmanship

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. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

The City requires that CONSULTANT maintain insurance requirements on the Pacific Insurance Network System (PINS). CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C" through PINS for approval by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

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

To CONSULTANT: Kitchell CEM, Inc.
Attn: Heather Brown, PE, LEED AP, CPMP
2450 Venture Oaks Way, STE 500
Sacramento, CA 95833

18. Waiver

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

19. Integrated Agreement

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

20. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of

CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

CONSULTANT'S duties and services under this agreement shall not include preparing or assisting the CITY with any portion of CITY'S preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CITY. The CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

21. Governing Law, Jurisdiction and Venue

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

22. Records, Reports and Documentation

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

23. Termination of Agreement

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

24. Subcontracting

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

25. Fair Employment

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

26. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement in accordance with Section 30 below.

27. Other Agreements

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

28. Severability Clause.

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

29. Captions

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

30. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

31. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____

By _____

City Clerk

City Manager

KITCHELL CEM, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A
Detailed Scope of Work
SENIOR CENTER BUILDING REHABILITATION
PR-23-04

I. General

The City of Sunnyvale is seeking proposals from licensed Engineering or Architect firms to provide professional services for design and preparation of bid documents and construction support for the Senior Center Building Rehabilitation. The scope of work generally includes preparation of: preliminary design, design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: environmental (CEQA) needs assessment and document preparation, construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

II. Project Information

A. Description

This project will rehabilitate City of Sunnyvale Senior Center's heating, ventilation, and air conditioning system (HVAC), electrical/solar, and sections of roofing to maintain its operational effectiveness and efficiency. Consultant shall conduct a thorough investigation and evaluation of the building equipment and develop appropriate design recommendations and construction drawings.

Design consultant shall assess and evaluate existing conditions of the building's HVAC, electrical and roofing to recommend a feasible repair and/or replacement plan within the project's budget. HVAC, electrical and roofing includes but not limited to:

- HVAC and all associated components including boiler, exhaust, and chiller.
- Optimization of existing solar panel system and associated components.
- Evaluate existing light fixtures and install LED where recommended.
- Replacement of air handlers and exhaust fans.

Additional design scope for items that may be removed from construction bidding depending on budget:

- Install access and working platforms to air handlers above ceiling.
- Evaluate and install additional access to roof.
- Evaluate and rehabilitate gravel flat roof.
- Evaluate metal roof, gutter, and downspout system.

B. Location (See Appendix 2)

Sunnyvale Senior Center
550 E Remington Drive
Sunnyvale, CA 94087

C. Existing Conditions

Sunnyvale Senior Center building at Community Center was built in 2003. The original HVAC, electrical and roofing systems are experiencing issues and need replacement or rehabilitation. Following are the noted existing conditions. Consultant will be required to inspect the building with City staff to further assess existing condition.

- Metal roof is missing screws and experiencing leaks.
- Flat gravel roof is located above the kitchen, approximately 400 square feet.

- Boiler, gas valves, igniter, piping, and pump experiencing issues and need replacement.
- Chiller fan and controller need replacing.
- Watt stopper lighting system.
- Solar panel installed in 2003.
- Air handlers above and below ceiling. Difficult to access during maintenance.

III. **Consultant Scope of Services**

The consultant will perform all engineering and project management related work necessary to prepare plans and specifications suitable for Public Works bidding.

Consultant services shall include, but are not limited to: Project management, preliminary design, design development, bid documents, bidding support, and construction support services, as further detailed below:

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 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.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings.

Consultant's own team should 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.

Total project budget, including design and construction as well as all project contract contingencies is \$2,290,615. Consultant is expected to communicate often and early with respect to the schedule and budget. The consultant shall submit the plans at the 75% submittal stage to the Building Division, per the instructions in **Appendix 3: Bldg. Dept Electronic Plan Check Submittal**. Consultant will also be responsible for making appointments (as necessary) and delivering all subsequent submittals to the Building Division.

E-Builder license and training: Consultant will be required to use e-Builder™ software and protocols included in that software during this project, Consultant shall coordinate with City staff for training materials and e-Builder introduction. City will provide consultant one e-Builder software license for the duration of the project. e-Builder software shall be utilized for all project management documentation and correspondence. The use of project management communications herein described is in addition to and does not replace or change any contractual responsibilities of the consultant.

B. *Preliminary Design*

A technical memorandum in PDF format detailing the condition of the existing building systems noted with estimated life expectancy remaining and outlining provision of

recommendation shall be prepared for the City's consideration. 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. City will have three weeks to review preliminary design memo and recommendations. Final tech memo deliverable shall consist of the file in native format (MS Word, Excel), and PDF format.

C. Design Development

Consultants shall be the Engineer of Record and responsible for design and preparation of complete plans and technical specifications for the project. The consultant must perform an adequate field investigation to confirm existing conditions.

All work is to comply with all applicable rules, regulations, code, law, and good practice for public facilities. This project is expected to trigger the following requirements due to its size and valuation:

- CALGreen (**Appendix 4** – Green Building Program Requirements)
- Green Building (**Appendix 4** – Green Building Program Requirements)
- Accessibility upgrades per California Building Code (CBC) section 11B-202.4

Additionally, the Consultant shall incorporate “green” building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Use of contractors, and all applicable subcontractors which are required to pay prevailing wages, requires registration with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, potholing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. **For complete details, please refer to Appendix 1: Labor Compliance.**

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services. Specifications shall be prepared in CSI 2020 format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, Building Division and other stakeholders will also be consultant responsibility. If a Storm Water Management Plan (SWMP) is required for the project, the consultant shall prepare the SWMP and hire and pay a certified third-party reviewer from the SCVURPPP list of prequalified consultants as required for the building permit.

All submittals shall include digital copies (PDF and native format) of all documents.

1. 30% Submittal: Submit electronic PDF file package:
 - a. 30% plans: Cover sheet and plan sheet with building layout 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. Project schedule update.
 - e. 30% construction cost estimate.
 - f. Brief memorandum of determination of project's CEQA needs.
 - g. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
 - h. Table of Contents list for technical specifications.
2. 75% 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 all below items as one electronic PDF file package:

- a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
 - b. 75% specifications:
 - Technical specifications
 - Special Provisions, with recommended changes in track changes format. The Special Provisions shall also include the following:
 - Bid item descriptions and measurement and payment provisions
 - A list of minimum required submittals during construction
 - List of information available to Bidders, with disclaimer
 - A table listing all material testing and associated responsibility
 - A table list of materials requiring warranties, and associated warranty periods
 - c. Project schedule update.
 - d. 75% construction cost estimate in the form of the bid schedule.
 - e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
 - f. CEQA Exemption documentation, suitable for filing at the County Recorder's Office.
 - g. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
 - h. Submit project plans to Building Division electronically through City of Sunnyvale's E-OneStop online permitting system.
 - i. Other supporting documentation as necessary.
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal.

Submit all below items as one electronic PDF file package:

- a. 100% plans
 - 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.”

- b. 100% specifications
 - Reviewed bid instructions
 - Finalized technical specifications
 - Finalized Special Provisions
 - Project schedule update.
- c. 100% construction cost estimate.
- d. Responses to the City’s review comments on the 75% submittal, along with return of mark-ups.
- e. Continue working with Building Division to obtain building permit.
- f. Other supporting documentation as necessary.

D. Bid Package

The bid package shall be finalized upon incorporation of the City’s final comments from the 100% submittal, and Building Division approval stamp.

Submit digital format (PDF and native format) of each of the documents listed below:

1. Digital copy of full sized plans (24” x 36”), stamped and signed on each sheet by the Engineer of Record and by discipline.
2. One digital copy of the specifications.
 - a. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update.
4. Final construction cost estimate.

E. Bidding Services

Consultant will respond to all bidder’s 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.

F. Construction Support Services

The City’s construction management team will have primary responsibility for construction management and inspection. The consultant’s point of contact will be the City’s construction manager, 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.

3. Attend 3 periodic construction progress meetings.
4. Participate in the final inspection and development of punch lists.
5. 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.
6. For projects with a building permit, the consultant shall stamp and sign any revisions to the contract plans as a result of responses to RFIs or as a result of executed change orders. Consultant shall ensure that all changes comply with the applicable codes. Coordination with the Building Department may be necessary.
7. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
8. Review proposed substitutions, if any, for conformance to plans and technical specifications.
9. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
10. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. All changes shall be indicated in red and clouded. All plan sheets shall be stamped with red "Record Drawings" stamp. The stamp shall include Engineer of Record Company Name, name of Engineer of Record, date of the Record Drawing update, and standard disclaimer. See suggested stamp below:

Record Drawings
Company Name:
Engineer of Record:
Date:
The record drawings have been prepared based on information provided by others. The Engineer has not verified the accuracy of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result.

The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.

11. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

IV. Available Documents

The below list of information is available for information only:

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
- Pre-construction plan set from Senior Center construction in 2001 is available in PDF format for reference.
- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary.
<https://www.sunnyvale.ca.gov/city-services/online-services/maps-and-gis/utility-maps>

- Benchmarks for vertical control are listed on the City's website:
<https://www.sunnyvale.ca.gov/home/showpublisheddocument/1590/637820851886430000>
City standard specifications and details are available on the City's website - Details:
<https://www.sunnyvale.ca.gov/home/showpublisheddocument/2920/637822741794530000>
Specifications:
<https://www.sunnyvale.ca.gov/home/showpublisheddocument/1606/637820851912670000>

The below information will be provided during design to the consultant.

- GIS data for property lines, street center lines, and two (2) foot contours
- Aerial photographs from 2023 (ArcGIS format)
- City standard plan cover sheet

V. Appendice

1. Labor Compliance
2. Site Map
3. Building Dept Electronic Plan Check Submittal
4. Green Building Program Requirements

Appendix 1 Labor Compliance

Contractor Registration with the State of California – Contractors, and all applicable subcontractors which are required to pay prevailing wages, must be registered with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, pot holing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. Registration must remain current throughout the project entirety. It is the contractor's responsibility to not allow their PWC Registration to lapse during the project and to ensure all Subcontractor's registrations remain current. The Labor Commissioner can assess penalties to public works contractors of up to \$10,000, in addition to the registration fee, for failure to register. Awarding agencies are also subject to penalties of \$100 a day, up to a maximum of \$10,000, for having an unregistered contractor perform work on a public works project. If any penalties are issued to the City for unregistered subcontractors or for a lapse in a contractor/subcontractor's PWC Registration, these penalties will be passed onto the contractor. **A contractor that allows an unregistered subcontractor to work on the project is also subject to penalties of \$100 a day up to \$10,000.** Contractors shall list all applicable PWC registration numbers on the Bid Form.

Hours of Work – Pursuant to Labor Code, Section 1810, eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code. Such forfeiture amounts may be deducted from the contract sum.

Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the project, which record shall be kept open at all reasonable hours to the inspection of the City, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

Wage Rates – Pursuant to Sections 1770, 1771 and 1774 of the Labor Code of the State of California, or any applicable local law, contractors shall not pay less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. The City has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. The City has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also

be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against the City.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify the City who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Prevailing Wage – As identified in the Notice to Bidders, the work contemplated by this agreement is a public work subject to prevailing wages under California Labor Code, Sections 1720 et. seq. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the work is to be performed for each craft, classification, or type of worker required to perform the work. A schedule of the most recent general prevailing per diem wage rates made available to the City will be on file at the City's principal facility office and will be made available to any interested party upon request. This prevailing wage rate schedule is provided by the City for Bidder's information only and is not guaranteed by the City to be current. Contractor is obligated to verify all appropriate prevailing wage rates and pay those rates as required. By this reference the verified current schedule of prevailing wage rates is made part of the Contract Documents. Contractor shall pay not less than the prevailing per diem wage rates, as specified in the schedule and any amendments thereto, to all workers employed by contractor in the execution of the work. Contractor shall cause all subcontracts to include the provision that all subcontractors shall pay not less than the specified prevailing per diem wage rates to all workers employed by such subcontractors in the execution of the work.

Contractor shall forfeit to the City, as a penalty, no more than two hundred dollars (\$200.00) for each calendar day or portion thereof for each worker that is paid less than the specified prevailing per diem wage rates for the work or craft in which the worker is employed for any portion of the work done by contractor or any subcontractor in violation of the provisions of the Labor Code, and in particular Sections 1770 to 1781 thereof, inclusive. Such forfeiture amounts may be deducted from the contract sum. Contractor shall also pay to any worker who was paid less than the specified prevailing per diem wage rate for the work or craft for which the worker was employed for any portion of the work, for each calendar day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

The City will not recognize any claim for additional compensation because of the payment by the Contractor for any wage rate in excess of prevailing wage rates set forth in the Agreement, including payment in excess of the prevailing wage for extra work paid by force account. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the contractor's bid and will not, under any circumstances be considered as the basis of a claim against the City under the Agreement.

Certified Payroll Records – Pursuant to Labor Code, Sections 1776 et. Seq., contractor and all subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the work. All payroll records shall be certified as being true and correct by contractor or subcontractors keeping such records; and the payroll records shall be provided to the City no later than three weeks after closing of payroll for City-funded projects, and no later than one week for federal aid projects. The

contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code section 1776 (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Certified payroll records shall be made available at reasonable hours at the contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code section 1776. Certified payroll shall also be made available for inspection upon request by the State of California Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and labor compliance documentations electronically via the software LCPTracker. Contractor shall cause all subcontracts to include the provision that all subcontractors submit certified payrolls and labor compliance documentation electronically via LCPTracker. Electronic submission will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor user will be given a Log-On identification and password to access the City's reporting system. Access will be coordinated by a City representative.

Apprentice Program – Attention is directed to State of California Labor Code, Sections 3095, 1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, Section 200, and the applicable Sections that follow. Responsibility for compliance with these requirements lies with the contractor. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, contractor or subcontractors should, where some question exists, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of the work. In the event contractor willfully fails to comply with this section, it will be considered in violation of the requirements of the Contract.

Contractor and all of its subcontractors shall abide by the provisions of California Labor Code Section 1777.6 prohibiting discrimination in the acceptance of otherwise qualified apprentices; and California Labor Code Section 3095 which declares the unlawful discrimination in any recruitment or apprenticeship program on stated grounds. City shall be entitled to retain and withhold all penalties as authorized pursuant to California Labor code, Division 2, Part 7, Chapter 1, commencing with Section 1720 and following, in accordance with the provisions of that Chapter, and the regulations established by the Director of Industrial Relations pursuant to the statutory authority of such chapter.

Senior Center Building Rehabilitation

Appendix - 2

Site Map



Sunnyvale Senior Center
550 E Remington Drive
Sunnyvale, CA 94087

BUILDING DIVISION REQUIREMENTS

- All building permit applications requiring plan check must be sent to the following email: planchecksubmittals@sunnyvale.ca.gov
- When sending resubmittals, addendums and deferred submittals, note the project address and permit number in the subject field of the email.

INSTRUCTIONS FOR SUBMITTING:

New Building Permits – All new building permit submittals must include the following documents in .pdf format.

- Permit Application – Must be complete with all fields filled in. Applications are available online at <https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23617>
- Questionnaire for Non-Residential projects – Complete the questionnaire at the end of this handout and include it with your submittal documents.
- Plans – Saved to a single file as one complete set, digitally stamped and signed by a design professional, if applicable.
- Structural Calculations – Digitally stamped and signed by a design professional, if applicable, and saved in a separate file.
- Other Supporting Documents (energy calculations, special inspection forms, etc.) – Saved in a separate file.
- Green Halo Registration – Newly constructed buildings and demolition projects, commercial and residential additions and alterations to non-residential projects must register with Green Halo (GH) to track construction & demolition waste and recycling. Visit Sunnyvale.wastetracking.com to register. A screenshot of your in-progress GH registration, showing the project address and GH tracking number, must be included in your submittal package, if applicable.

Resubmittals –

- Submit a **complete**, revised set of plans, calculations and supporting documents with changes clouded. If there have been no changes to the plans and documents, you must still send the latest **complete** set. It is important that a complete plan set package is submitted at each round of plan check.
- Include a formal response letter addressing all city comments.

Addendums –

- Submit revised sheets only with changes clouded and corresponding revision delta symbols. Sheets shall be digitally stamped and signed by the design professional, if applicable.
- Submit an itemized list of all revisions and addendums organized by page number
- Include revised structural calculations, if applicable, with changes clouded and digitally stamped and signed by the Design Engineer.
- A separate file should be included containing a copy of the approved full set of plans for

reference.

Deferred Submittals –

- Each plan sheet must be digitally stamped and signed with the Design Engineer's professional stamp and digitally stamped and signed with the EOR review stamp. **No typed names or initials will be accepted.**
- The first page of the calculations must be digitally stamped and signed with the design Engineer's professional stamp and digitally stamped and signed with the EOR review stamp. **No typed names or initials will be accepted.**
- Include a copy of the approved plan sheet that lists the city-approved deferred items.

Additional Instructions –

- The city can accept a total attachment size of 150 megabytes; however, this number may be limited by your email provider.
- Larger files can be sent through a link to cloud storage. The link cannot require special permissions or login credentials.
- Plan sets must be submitted as one file. Larger plan sets can be organized into separate folders by discipline (Architectural, Mechanical, Electrical, Plumbing, etc).
- Structural Calculations, response letters and other supporting documents must be organized into separate folders and not included in the plan set file.
- Files should be named so it is clear what they contain, with no internal company file names or file numbers.

Questionnaire for Non-Residential Projects -

1. Is this project associated with an already-approved planning permit?
2. Does the project involve a change of use (ex. previous tenant was an office, new tenant is a restaurant)?
3. Are exterior changes to the building or site proposed (ex. new roof-mounted equipment or trees for removal modifications to the parking lot, new windows or doors)?
4. Is the project proposing any kitchen/café improvements? (This is for Public Works to determine any sewer/water connection fees and updates to the trash management plan.)
5. Is the project going in a new shell building or space that has never been occupied OR an existing building where landlord/market-ready shell improvement is in progress? If yes, provide the building permit number for the shell work. PLEASE NOTE A BUILDING PERMIT WILL NOT BE RELEASED UNTIL THE SHELL WORK IS COMPLETE OR SUBSTANTIALLY COMPLETE



GREEN BUILDING PROGRAM

These requirements apply to projects with a planning application that is “deemed complete” on or after July 1, 2019. For projects that do not require a planning application, these requirements apply to building permits submitted on or after July 1, 2019.

On May 7, 2019, the City Council revised the green building standards for new construction, additions, and remodels of buildings. The new requirements are effective for projects with a Planning Application that is ‘deemed complete’ on or after **July 1, 2019**. For projects that do not require a Planning Application, these requirements apply to building permits submitted on or after **July 1, 2019**.

GREEN BUILDING PROGRAM

Following are the steps for complying with the green building program:

- **Identify minimum standards:** Minimum standards are based on the type of project and scope of work. Refer to the tables on the reverse side of this brochure to determine green building requirements, level of achievement, and verification necessary for various types of projects.
- **Submit Building Permit Plans:** Building permit plans shall include the applicable green building checklist on a plan sheet. All required/selected points/credits shall be incorporated in the plans.
- **Verification of Green Building Measures:** The type of verification is described in the tables on the reverse side of this brochure.

Green Point Rater/LEED AP verification requires the project LEED AP to provide a letter that confirms the project is designed to achieve the minimum points required. A similar letter, based on the actual construction, is required before occupancy/final inspection.

USGBC Certification verification requires the project’s LEED AP to provide a letter prior to permit issuance that confirms the project is designed to achieve the minimum points required and that the project has been registered with the USGBC. A similar letter, based on the actual construction, is required before occupancy/final inspection and shall also confirm if and when project will be submitted to the USGBC.

INCENTIVES

Incentives are offered for projects that exceed the minimum green building standards and are offered to encourage project applicants and developers to provide additional green building features.

Projects that add floor area to an existing site, qualify for the incentive if all buildings at the existing site meet the incentive level through an applicable LEED program (i.e. new construction, core and shell, commercial interiors, existing buildings). The LEED standard for the existing building(s) shall be met prior to occupancy of the new building(s).

MIXED-USE PROJECTS

Mixed use projects are required to meet the appropriate BIG standard for the residential portion and LEED for the non-residential portion. Alternatively, LEED may be applied to the entire project.

***Build It Green (BIG)** is a non-profit organization whose mission is to promote healthy, energy- and resource-efficient building practices in California.
www.builditgreen.org*

***The U.S. Green Building Council (USGBC)**, through the LEED program, encourages adoption of sustainable green building and development practices through the creation and implementation of universally understood and accepted tools and performance criteria.
www.usgbc.org*

***CALGreen** was adopted by the State of California and is the nation’s first mandatory green building code which sets the minimum sustainability standards for new residential and non-residential construction.*

RESIDENTIAL PROJECTS

Type of Project	Minimum Standard	Voluntary Incentives
One Single-Family or Duplex Dwelling		
New Construction	CALGreen Mandatory Measures and GreenPoint Rated Checklist with <u>90</u> points minimum and verification by a GreenPoint Rater. <i>Applicants are highly encouraged to include any combination of the following items:</i> <ul style="list-style-type: none"> • All-electric appliances³ for the entire home (e.g. no gas line connection); or • Installation of a “cool roof” or “green roof”; or • Install EV chargers²; or • Greywater, recycled water, and/or rainwater catchment system(s) 	Projects may choose to increase lot coverage by 5% or qualify for staff level design review with a FAR up to 50% or 4,000 sq. ft. (whichever is less) if the project achieves: <ul style="list-style-type: none"> • 120 points, with Build It Green Certification; or • All-electric appliances³ for the entire home (e.g. no gas line connection).
Addition (including all ADUs)	CALGreen Mandatory Measures as applicable to the scope of work. Reviewed by City staff	
Remodels and Alterations	CALGreen Mandatory Measures as applicable to the scope of work. Reviewed by City staff	--
Multi-Family Residential Development		
New Construction	CALGreen Mandatory Measures and GreenPoint Rated Checklist with 90 points minimum with Build It Green Certification. <i>Applicants are highly encouraged to include any combination of the following items:</i> <ul style="list-style-type: none"> • All-electric appliances³ in every unit (e.g. no gas line connection for the project); or • Installation of a “cool roof” or “green roof”; or • Install EV chargers²; or • Greywater, recycled water, and/or rainwater catchment system(s) 	Projects may choose to increase building height by 5’, lot coverage by 5%, or receive a 5% density bonus ¹ if the project achieves: <ol style="list-style-type: none"> 1. 120 points with Build It Green Certification, and 2. All-electric appliances³ in every unit (e.g. no gas line connection for the project); and 3. Provides/installs one or more of the following items: <ol style="list-style-type: none"> a. A “cool roof” or “green roof”; or b. Electric Vehicle Chargers²; or c. Greywater, recycled water, and/or rainwater catchment system(s).
Additions, Remodels and Alterations	CALGreen Mandatory Measures as applicable to the scope of work. Reviewed by City staff	--

1. Projects that take advantage of the 5% green building density bonus are subject to Sunnyvale’s affordable housing requirements for all units provided.
2. Installation of Level 2 electric vehicle chargers are required at a rate of 12.5% of the required parking spaces for the development, with a minimum of one charger required.
3. All-electric appliances include heat pump water heater, heat pump space heaters, induction cooktops, electric clothes dryers, among others.

NON-RESIDENTIAL PROJECTS

Type of Project	Minimum Standard	Voluntary Incentives
New Construction and Initial Tenant Improvements¹		
≤ 5,000 sq. ft.	CALGreen Mandatory Measures. Reviewed by City staff	--
> 5,000 sq. ft. – 30,000 sq. ft.	CALGreen Mandatory Measures and LEED Gold Level with verification by a LEED AP	<p>Citywide (Excluding Moffett Park) Projects can increase FAR by 10% or height by 10’ by achieving:</p> <ul style="list-style-type: none"> LEED Gold Level with USGBC Certification² that achieves at least 75 total points with Design Phase Credits reviewed and approved by USGBC; and All-electric³ (e.g. no gas line connection). <p>Moffett Park Projects can increase FAR by 15% (MP-I) or 20% (MP-TOD) by achieving:</p> <ul style="list-style-type: none"> LEED Gold Level with USGBC Certification² that achieves at least 75 total points with Design Phase Credits reviewed and approved by USGBC; and All-electric³ (e.g. no gas line connection).
> 30,000 sq. ft.	CALGreen Mandatory Measures and LEED Gold Level with USGBC Certification, including Design Phase Credits reviewed and approved by USGBC ²	<p>In addition, projects in Moffett Park can increase FAR by another 10%⁴ by achieving:</p> <ol style="list-style-type: none"> One of the following certifications: <ol style="list-style-type: none"> LEED Platinum with USGBC certification² with Design Phase Credits reviewed and approved by USGBC; or Zero Energy⁵ on the project site, certified by International Living Future Institute (ILFI); and All-electric³ (e.g. no gas line connection), and Demonstration of additional features that provide Community Benefit.
Major Alterations (structural, mechanical, plumbing, and electrical alterations)⁶		
All Major Alterations	CALGreen Mandatory Measures and LEED Silver with verification by a LEED AP ⁷ .	--

- Projects in the Peery Park Specific Plan (PPSP) area are not eligible to receive incentives through the City’s Green Building Program because they are eligible to achieve additional FAR for Green Building through the PPSP Community Benefits Program.
- Although certification may occur after a project is finalized, the project’s LEED AP must provide staff with a letter certifying that the building/project has been built to the plan and should be eligible to be certified at the approved LEED level prior to final sign-off of building permit(s).
- All-electric appliances include heat pump water and space heaters, induction cooktops, electric clothes dryers, among others.
- A Major Moffett Park Special Development Permit (reviewed and approved by City Council) is required for projects requesting the additional 10% FAR.
- Although certification may occur after a project is finalized, the project’s mechanical engineer must provide authorization that the design of the project meets all intent to achieve certification for Zero Energy prior to final sign-off of building permit(s).
- See the Definition Section (last page) to identify which projects would be considered as Major Alterations.
- Alternate means or methods that meet the intent of the Sunnyvale Green Building Program may be considered at the discretion of the Chief Building Official.

DEFINITIONS

Cool Roof means a roofing product that has been designed to reflect more sunlight and absorb less heat than a standard roof to help reduce electricity used for air conditioning by lowering roof temperatures.

Design Phase Credits means credits a project can obtain during the Design Application Phase of the LEED application process. The Design Phase Credits are reviewed and approved by USGBC. No actual credits will be awarded as part of this process, but USGBC confirms that the project design is anticipated to be awarded for the design credits at the end of the LEED certification process.

Green Roof means a roof of a building that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. Green roofs are also commonly known as “living roofs,” and includes both roof gardens, rooftop gardens, and landscaped roof.

International Living Future Institute (ILFI) refers to a nonprofit organization that has developed a sustainable building certificate program that promotes the most advanced measurement of sustainability in the built environment, including zero energy and zero carbon buildings. ILFI’s certificate program includes different types of certifications: Living Building Certification, Petal Certification, Zero Energy Certification, Zero Carbon Certification. It has been certifying buildings since 2006.

Major Alteration means non-residential alterations where interior finishes are removed and significant upgrades to structural and mechanical, electrical and/or plumbing systems are proposed where areas of such construction are ten thousand gross square feet or more in existing commercial, office and industrial buildings (SMC 19.12.140).

Zero Energy Building means an energy-efficient building where 100% of the building energy needs on a net annual basis supplied by onsite renewable energy, usually without any onsite combustion, demonstrating zero energy performance.

Zero Energy Certification means a performance-based certification program administered and certified by ILFI. This certification requires 100% of the building energy offsets with the onsite renewable energy. The program requires 100% onsite energy generation and no combustion allowed on site, but some exceptions may be given for special circumstances for off-site renewable energy, onsite combustion, and other circumstances, with additional documentations required by ILFI.

ID	Task Name	Duration	Start	Finish	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun				
1	City of Sunnyvale Senior Center	506 days?	Wed 10/16/24	Wed 9/23/26	[Summary bar]												
2	Project Initiation	5 days	Wed 10/16/24	Tue 10/22/24	[Summary bar]												
3	NTP	1 day	Wed 10/16/24	Wed 10/16/24	[Task bar]												
4	Review Project Data	3 days	Thu 10/17/24	Mon 10/21/24	[Task bar]												
5	Kick-Off Meeting (in person meeting)	1 day	Tue 10/22/24	Tue 10/22/24	[Task bar]												
6	Site Visit & Assessment	28 days	Wed 10/23/24	Fri 11/29/24	[Summary bar]												
7	Site Visit	1 day	Wed 10/23/24	Wed 10/23/24	[Task bar]												
8	Develop Project Concept Design Report & Cost Estimate	21 days	Thu 10/24/24	Thu 11/21/24	[Task bar]												
9	Submit to City for Review	5 days	Fri 11/22/24	Thu 11/28/24	[Task bar]												
10	Meet with the City to Review Concept Design Report	1 day	Fri 11/29/24	Fri 11/29/24	[Task bar]												
11	Design Development	143 days?	Mon 12/2/24	Wed 6/18/25	[Summary bar]												
12	30% CD	51 days?	Mon 12/2/24	Mon 2/10/25	[Summary bar]												
13	Develop Schematic Plans and Specifications	40 days	Mon 12/2/24	Fri 1/24/25	[Task bar]												
14	Cost Estimating	5 days	Mon 1/27/25	Fri 1/31/25	[Task bar]												
15	Submit to City for Review	5 days	Mon 2/3/25	Fri 2/7/25	[Task bar]												
16	Meet with the City to Review 30% CD Design Documents	1 day?	Mon 2/10/25	Mon 2/10/25	[Task bar]												
17	75% CD (Permit Application)	71 days?	Tue 2/11/25	Tue 5/20/25	[Summary bar]												
18	Develop 75% Construction Document Drawings and Specifications	60 days	Tue 2/11/25	Mon 5/5/25	[Task bar]												
19	Cost Estimating	5 days	Tue 5/6/25	Mon 5/12/25	[Task bar]												
20	Submit to the City for Review	5 days	Tue 5/13/25	Mon 5/19/25	[Task bar]												
21	Meet with the City to Review 75% CD Design Documents	1 day?	Tue 5/20/25	Tue 5/20/25	[Task bar]												
22	100% Construction Documents	21 days	Wed 5/21/25	Wed 6/18/25	[Summary bar]												
23	Develop 100% Construction Document Drawings and Specifications	20 days	Wed 5/21/25	Tue 6/17/25	[Task bar]												
24	Issue for Bid	1 day	Wed 6/18/25	Wed 6/18/25	[Task bar]												
25	Bidding & Construction Period (Placeholder Dates)	330 days	Thu 6/19/25	Wed 9/23/26	[Summary bar]												
26	<i>Bidding</i>	<i>90 days</i>	<i>Thu 6/19/25</i>	<i>Wed 10/22/25</i>	[Task bar]												
27	<i>Construction</i>	<i>240 days</i>	<i>Thu 10/23/25</i>	<i>Wed 9/23/26</i>	[Task bar]												

Project: FCA Schedule Date: Tue 10/1/24	Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
	Split		External Tasks		Manual Task		Start-only		Progress	
	Milestone		External Milestone		Duration-only		Finish-only		Deadline	
	Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

Work Plan

Kitchell Engineering and Architectural Services (EAS) Department's design approach emphasizes continuous communication between the design team and the City of Sunnyvale. We believe in providing value for every dollar the City spends on design and construction. As a result, we are continuously reviewing design assumptions, material selection, and equipment to provide maximum value. We constantly review our details to ensure they are constructible. Quality is embedded in Kitchell's corporate culture. Our approach includes the following Base Proposal that allows us to assess and provide recommendations for the items identified in the RFP. We have also provided an Optional Proposal that allows for the reconfiguration of the HVAC and Electrical system's layout to resolve and improve existing maintenance related issues. The following scope of work is shown for the Base Proposal and the Optional Proposal:

Base Proposal

Kitchell will assess and evaluate the existing conditions of the building HVAC, electrical, and roofing systems to recommend a feasible repair and/or replacement plan within the project's budget. HVAC, electrical, and roofing will include the following:

- Assess the existing conditions of the HVAC systems including AHU's, VAV's, fan coil units, boilers, pumps, HHW distribution piping, exhaust fans, supply air fans, air cooled chillers, and CHW distribution piping, ductwork, and BMS system.
- Assess the existing condition of the interior and exterior lighting, distribution panels, solar panel systems and associated components, and time clock systems.
- Assess the existing condition of the metal and gravel roofing system, gutters, and downspout systems. Assess roof systems for complying with OSHA requirements.
- Visually assess the clearstory windows in the multi-purpose rooms.
- Provide design recommendations for system replacement in-kind with upgrades related to Title 24 and OSHA requirements.
- Upon selection of the design recommendations, Kitchell will provide design services at the 30%, 75%, and 100% CD phase. Kitchell will also provide bidding and construction administration support services.

The total compensation for this lump sum service is \$282,560.

Optional Proposal

Kitchell will assess alternate options to reconfigure the existing HVAC systems and their associated mechanical/electrical rooms. Based on the preliminary site walk there are multiple areas where equipment maintenance is an issue due to clearances and height accessibility. The following options are provided in an effort to improve maintainability:

Option A

Kitchell has identified opportunities to convert the existing storage rooms into support mechanical rooms and relocate ceiling mounted fan coil units to floor mounted units enclosed in closets like other facilities in the same location. Option A would include the following:

- Assess the fan coil units and VAV systems located above office cubicles and recreational room equipment where access is difficult and make recommendations for relocation into floor mounted units enclosed in closets.
- Assess the water heaters located directly in front of air handling units where access is difficult and provide alternate locations such as existing storage rooms or the Kiln yard.
- Assess the roof access hatches that open directly to the parapet wall, which is a safety concerns, and make recommendations for improvement.

- Assess the interior storage rooms, offices, and assembly rooms to relocate HVAC systems to improve maintenance and access.
- Provide additional fan coil units to support the cooling demand in assembly areas. This option will allow for after-hours use without the need to fully engage the existing building HVAC systems.

The total compensation for the Option A lump sum service is \$61,420.

Option B

Kitchell has identified opportunities to relocate the air-cooled chiller above ground and develop a small chiller yard to enhance maintenance and still comply with noise requirements. The Option B would include the following:

- The air-cooled chiller located in the mechanical well has limited access for maintenance and major repairs. Assess the air-cooled chiller installation and the area around the air-cooled chiller well and make recommendations for developing a small chiller yard.

The total compensation for the Option B lump sum service is \$44,260.

Total compensation for the Base Proposal and the Optional Proposal A & B is \$388,240.

City of Sunnyvale
RFP F24-157 - Senior Center Bulding Rehabilitation

Kitchell

Tasks		Labor										Subconsultants						ODCs	Total
Task #	Task Description (Change task titles as detailed in the scope of work)	Director	Project Manager	Architect	Mechanical Engineer	Electrical Engineer	Estimator	Designer	Project Coordinator	Total Hours	Total Labor Costs	Structural	Geotech..	Civil	Title	Title	Title	Other Direct Costs	Total Fee
		Name	Name	Name	Name	Name	Name	Name	Name			ZFA	Kleinfelder	Psomas	Const. Name	Const. Name	Const. Name		
		\$220	\$195	\$180	\$170	\$170	\$140	\$135	\$90			Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS		
1	Project Management						-			0	\$0	-	-	-	-	-	-	\$8,000	\$8,000
2	Preliminary Design	4	36	24	42	42	0	86	13	247	\$39,280	\$3,800							\$43,080
3	30 % Design	4	38	28	60	48	24	104	20	326	\$50,890	\$5,800							\$56,690
4	75% Design	4	40	30	68	56	24	120	20	362	\$56,520	\$5,800							\$62,320
5	100% Design	4	14	12	14	12	12	40	8	116	\$17,990	\$5,800							\$23,790
6	Final Submittal	4	6	4	6	4	0	8	8	40	\$6,270	\$3,800							\$10,070
7	Bid Support	4	10	8	8	8	0	6		44	\$7,800	\$2,800							\$10,600
8	Construction Support	4	78	78	98	78	0	0	24	360	\$62,210	\$5,800							\$68,010
	Proposal Subtotal	28	222	184	296	248	60	364	93	1495	\$240,960	\$33,600	\$0	\$0	\$0	\$0	\$0	\$8,000	\$282,560
	Optional Services																		
A	Option A	3	46	66	62	62	10	110	12	371	\$59,920	\$1,000	-		-	-	-	\$500	\$61,420
B	Option B	1	8	12	10	10	2	28	4	75	\$11,760	\$5,000	\$10,000	\$15,000	-	-	-	\$2,500	\$44,260
C	-----	-	-	-	-	-	-	-	-	0	\$0	-	-	-	-	-	-	-	\$0
D	-----	-	-	-	-	-	-	-	-	0	\$0	-	-	-	-	-	-	-	\$0
E	-----	-	-	-	-	-	-	-	-	0	\$0	-	-	-	-	-	-	-	\$0
	Total Optional Services	4	54	78	72	72	12	138	16	446	\$71,680	\$6,000	\$10,000	\$15,000	\$0	\$0	\$0	\$3,000	\$105,680
	Total Including Optional Services	32	276	262	368	320	72	502	109	1,941	\$312,640	\$39,600	\$10,000	\$15,000	\$0	\$0	\$0	\$11,000	\$388,240
	Notes:																		
1																			
2																			
3																			
4																			

Exhibit B
Compensation Schedule

Exhibit C

INSURANCE REQUIREMENTS

Contractor 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 Contractor, their agents, representatives, or employees.

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

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$2,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

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

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

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

Cyber & Tech Liability coverage with limits not less than of \$1,000,000 per occurrence or claim.

Crime coverage with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

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

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

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage box is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

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

2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above **and** if the Contractor's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work.*
4. For any claims related to this agreement, the Contractor'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 Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
6. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

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

Acceptability of Insurers:

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

Verification of Coverage:

City utilizes PINSAdvantge.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Contractor requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Contractor shall furnish the City with an electronic 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 and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City Risk Manager prior to commencement of work.

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

Subcontractors

Contractor shall require all sub-contractors to procure and maintain insurance policies subject to these requirements. Failure of Contractor to verify existence of sub-contractor’s insurance shall not relieve Contractor from any claim arising from sub-contractors work on behalf of Contractor.

