

**CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND SMITHGROUPJJR
FOR CIVIC CENTER MASTER PLANNING SERVICES**

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

WHEREAS, CITY is in need of specialized services in relation to developing a master plan for civic center modernization, including preliminary designs of components in the first major phase; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from date of execution to December 31, 2018, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT for the tasks shown in Exhibit "B". Total compensation shall not exceed One Million One Hundred Ninety-Nine Thousand Three Hundred Twenty-Two and No/100 Dollars (\$1,199,322.00). CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention: Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon

payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. 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.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers against any and all suits, claims, damages, liabilities, costs and expenses, including attorney fees, arising out of the performance of the work described herein caused by or related to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, subcontractors, or agents in the performance (or non-performance) of services under this Agreement.

11. Insurance

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 or endorsements as specified in Exhibit "C."

12. CITY Representative

Kent Steffens, Assistant City Manager, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Todd Kohli, Principal, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Kent Steffens, Assistant City Manager
Office of the City Manager
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Todd Kohli, PLA, ASLA, Principal
SmithGroupJJR
301 Battery Street, 7th Floor
San Francisco, CA 94111

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.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) after written notification of failure to pay.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

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.

17. 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.

18. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice 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.

19. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

SMITHGROUPJJR ("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

EXHIBIT A – SCOPE OF WORK

UNDERSTANDING OF THE PROJECT

In order to improve the quality of services, increase accessibility to all members of the community, and remain contemporary with current city requirements and trends, the City of Sunnyvale has initiated a Civic Center Modernization Project to evaluate the entire campus and develop a master plan for immediate and future campus and facility needs. The Civic Center Modernization Project includes the following key components: City Hall, Main Library, Public Safety Headquarters, site improvements, open space amenities, and parking facilities; demolition of the existing Sunnyvale Office Center, City Hall, South Annex and the renovation or demolition of the City Hall Annex building. In addition, the project requires relocation of the NOVA facility and workforce, and potential displacement of City personnel within the many departments on campus.

The Master Plan is intended to build upon the work already started by the City in 2015 and the Sunnyvale Civic Center Space Program, and ultimately will serve as a guiding document for the future, much beyond the first phase. Due to funding limitations, the Project will be carried out in phases with Phase 1 including a master plan for a new City Hall building, selective renovation, expansion or replacement of the Public Safety Headquarters building, a new Emergency Operations Center, possible renovation of the City Hall Annex building, and demolition of the existing City Hall, Sunnyvale Office Center, and South Annex buildings. The anticipated budget for Phase 1 is \$100-150 million. Future phases will include the renovation and expansion or replacement of the Main Library and Public Safety Headquarters Buildings.

The City has already developed a critical Needs Assessment, Vision Statement and Success Criteria in order to achieve its goals for creating a civic center that efficiently and effectively services the community, champion's sustainability, is modern, contemporary and resilient to change, and welcomes the community while instilling a sense of pride. Significant elements to be incorporated into the Master Plan include a high percentage of green/open space, pedestrian-friendly and accessible layout, multi-functional community space, improved circulation and security. The Master Plan will address the campus in its entirety, while respecting and preserving the significance of the Community Garden, as well as the abundance of beautiful, mature trees on the site. The City's goal is to certify the environmental document and adopt the Master Plan expeditiously.

SCOPE OF SERVICES

Every project is unique and the design process is work intensive, time sensitive and must be carefully planned to achieve a successful outcome. We propose a three-phase process to develop the Master Plan:

1. Define the Problem

The planning process will commence with an analysis and strategy phase wherein the planning team will listen, assess the previous plans, establish planning objectives, investigate existing site and contextual conditions and patterns, study zoning and regulatory items and uncover meaningful relationships for both on- and off-site elements. The goal is to identify and define strategic level concerns that may need immediate attention, while allowing concurrent, detailed analysis on other aspects. We anticipate engaging with a core project team and project leadership to ensure effective, efficient decision making. Community and stakeholder engagement will also commence during this phase.

2. Set a Strategic Direction

Following definition of the problem and analysis of the existing physical information, previous planning studies, zoning and regulatory issues, demand analysis, and the testing of early ideas, the planning team will continue with an iterative problem solution phase to test alternative concepts. This phase will illustrate multiple ways to achieve the vision and goals within the identified sustainable, physical, and financial constraints. During this phase, the planning team will present the alternative ideas and develop a preferred plan and initial ideas regarding design guidelines and implementation.

3. Implementation Strategy

Phase 3 emphasizes evolution of the master plan concepts and development of detailed floor plans, landscape plans, sustainable design features and construction sequencing for the Phase 1 buildings (City Hall, Department of Public Safety, and Annex Building). Our team brings a holistic perspective on sustainability that is not a separate task, but rather woven through our entire process and deliverables. We will meet LEED Platinum minimum standards, while looking for opportunities to push traditional limits as part of a design that is truly regenerative and net-positive.

Note: Detailed descriptions of consultant's work is described under the Consultants line item, starting on Page 15.

TASK 1—DEFINE THE PROBLEM

Task 1.1—Project Initiation, Communication + Outreach Strategy

Upon receipt of a signed contract or written authorization to proceed, SmithGroupJJR will meet with project leadership to review and refine the scope of services and define the public participation process, define project milestones, determine milestone dates, and discuss anticipated format of deliverables.

SmithGroupJJR will establish a project communication strategy, based on recommendations from project leadership, including in-person meetings and online participation.

As part of the Project Initiation, SmithGroupJJR will conduct up to three focus group meetings to hear concerns and general issues from the neighborhood and other interested parties. SmithGroupJJR will present the Master Planning Process and have a series of questions prepared to help facilitate these meetings.

All meetings will be within one evening starting at 4pm, and be an hour each, with 30 minutes in between for a break and compiling notes from each meeting. The City will arrange for the meeting space, invite all attendees, and confirm reservations for up to 15 people per meeting. Up to 4 people from SmithGroupJJR will be involved in order to answer any questions that may arise during these meetings.

SmithGroupJJR will provide notes from each focus group meetings and send to the Core Team after they are compiled. This will become part of the master plan book as an appendix.

Task 1.2—Analysis and Assessments

SmithGroupJJR and the project team will, concurrent with stakeholder engagement, conduct a review of available data, previous and current plans, and existing physical conditions throughout the campus and the surrounding context. This analysis will efficiently build off of previous studies to evaluate the strengths, challenges, issues, and opportunities present in the area. This analysis is expected to cover the following key topics, which have implications on desired sustainable, physical characteristics of the Civic Center and have impacts on environmental sustainability and quality of life/work.

1. Land Survey—the land survey will be completed within Task 1, and will include: property lines, building locations, utility infrastructure, site features, and incorporation of City issued Tree Survey. A title search will be completed to document all easements and property restrictions
2. Buildings & Architecture, including MEP, structural, exterior building systems, and architectural assessments
 - a. Architectural Assessments will be done visually and with photographs only. If field verification of exterior and interior measurements are required, this would be an additional service.
3. Land Use & Zoning
4. Transportation & Parking
5. Landscape & Open Spaces
6. Demographics
7. Infrastructure & Sustainable Systems, including utilities, stormwater, photovoltaic, geothermal, and sustainability
8. Environmental Systems, Baseline Studies, and CEQA analysis - Program level Environmental Impact Report
9. Concept Massing Strategies of Buildings—utilizing proposed departmental programs

SmithGroupJJR will develop an atlas of technical memos and analysis maps that identify key assets and gaps or opportunities across the topics listed above. Analysis findings will be shared with the core project team and team leadership to clarify issues and help facilitate conversation at the early stage of the process.

Task 1.3—Visioning

During an all-day Visioning Session, SmithGroupJJR will introduce the planning process and communicate the schedule, process, commitment of time and resources, solicit input on campus issues, first thoughts, assessments and previous planning ideas. This is where the strategic direction will be formulated as a team to set the framework for the remainder of the project. After the Visioning session, SmithGroupJJR will compile the notes, graphics, and complete a booklet to finalize this milestone. Smile!

1. In this session, SmithGroupJJR will want to meet with NOVA, and other City Departments to better understand service delivery needs. These can be 1 hour meetings after the initial feedback session.
2. We will discuss further prior to this session, but we will likely tour the campus, existing city hall, and the public safety building.

Up to four (4) people from the SmithGroupJJR team will be present at this meeting.

Task 1.4—Sustainability Commission Meeting

Utilizing the Analysis Task (1.2) and the Visioning Task (1.3) results, SmithGroupJJR will prepare first thoughts on the Sustainability strategies of the new buildings and the entire campus in order to meet with the Sustainability Commission.

Up to two (2) people from the SmithGroupJJR team will be present at this meeting.

Task 1.5—Report to Project Manager on Assessments

In preparation for the Presentation to the Core team (Task 1.6) and for the City Council Meeting #1 (Task 1.7), SmithGroupJJR will compile the analysis notes and assessment memos from all disciplines affected to present to the Project Manager for review and to incorporate into their report for City Council.

Task 1.6—Core Team Meeting

In preparation for the Presentation to the City Council for the #1 meeting (Task 1.7), SmithGroupJJR will meet with the Core Team to show the draft presentation and recommendation and receive commentary for potential changes to present to City Council.

Up to three (3) people from the SmithGroupJJR team will be present at this meeting.

Task 1.7—City Council Meeting #1—Renovated Annex Building, Public Safety Building Addition, and Emergency Operations Center

As part of the problem definition phase, SmithGroupJJR will work with project leadership to develop a memo or short presentation in order to be on the City Council Meeting agenda to ask direction on the Annex Building along with the Public Safety Building. Utilizing the assessments from architecture, MEP, and Structural, we'll have two options for consideration—renovate the annex building, or demolish and include that program within the new city hall, along with an additional building at the existing public safety building, or having the Emergency Operations Center within City Hall.

A minimum of 2 member (maximum 3 members) of the SmithGroupJJR team will be present at the City Council meeting.

Task 1.8—Analysis Presentation

Our team will conduct an analysis, visioning, and community meeting report-out to the Core Team, and other appropriate groups and committees as determined by the City Project Manager, to solicit the City's final thoughts and commentary on the vision, principles, and goals. This session will finalize the overall Task 1, and determine the urban design and planning vision, framework and principles to guide decision-making throughout the remainder of the master planning process.

The deliverables at the end of this phase will include:

1. Meeting Notes
2. Summary Analysis Presentation and Booklet
3. Materials for the Website
4. Quarterly report

Meetings will include:

1. Bi-weekly project management meetings (in-person or WebEx)
2. Focus Group meetings, up to three (3) with fifteen (15) members for one (1) hour meeting each
3. Assessment meetings for all disciplines affected with City staff as required for analysis of existing buildings and systems, parking, transportation, and open space
4. All-day Visioning in-person meeting
5. Sustainability Commission meeting
6. Core Team Presentation on Recommendation
7. City Council Meeting
8. Analysis Presentation (WebEx)

TASK 2—SET A STRATEGIC DIRECTION

Task 2.1—Alternative Scenarios and Concept Development

SmithGroupJJR will employ an “alternative future” scenario planning process to work with the City to develop goals and objectives, assess drivers for change, and identify sources of future uncertainty. Once these inputs are identified, the core project team, team leadership, and other stakeholders will develop and review two alternative scenarios that describe how the land use/space programming and recommended utilization and/or land use of holdings is expected to change.

Alternative scenarios will then be used as a basis for developing conceptual-level plans and physical change recommendations that may describe buildings, streets, infrastructure, open space, and program changes in the Civic Center study area. As part of the concept development, SmithGroupJJR will study the following major components: City Hall, Main Library, Public Safety Headquarters, site improvements, open space amenities, and parking facilities; and demolition of the existing Sunnyvale Office Center, City Hall, and South Annex buildings. These concept plans will be assessed by the core team, project leadership, experts, community, and other stakeholders in relationship to the project goals and objectives to determine a preferred concept plan.

Task 2.2—Architectural Concepts

Based on the anticipated Phase 1 scope, SmithGroupJJR will provide additional concept development for a new City Hall building, selective renovation and/or expansion of the Public Safety Headquarters building, renovation of the City Hall Annex building or replacement of the City Hall Annex building by including additional space in the new City Hall, and demolition of the existing City Hall, Sunnyvale Office Center, and South Annex buildings. These architectural concepts will evaluate options for building height, shape, location, and be tested with the core project team and project leadership. Specific concepts provided include:

- 76,000 SF City Hall with potential additional space for NOVA, Emergency Operations, and Fire Prevention Staff
- 5,300 SF Department of Public Safety Addition, Perimeter Security Improvements, Emergency Operations Center
 - *Note: If we determine a building addition is the best option to meet public safety needs the addition would include space for fire protection and likely other functions (e.g. crime lab, locker rooms, and/or briefing room) depending on cost.*
- 20,900 SF Annex Building Renovation

Task 2.3—Site Master Plan Concepts

SmithGroupJJR will test several site scenarios to ensure that improvements completed as part of Phase 1 are compatible and complementary to future phases of the project. Site alternatives concepts will include:

- Building Location Alternatives
- Circulation
- Parking
- Open Space
- Sustainable Features

As part of this Task, the SmithGroupJJR team will also conduct several community commission meetings to enable us to design two schemes that incorporate appropriate feedback on programmatic items of the site, buildings, and sustainable features. These meetings will include:

1. Board of Library Trustees

2. Bicycle and Pedestrian Advisory Commission
3. Parks and Recreation Commission
4. Planning Commission
5. Pop-up meetings (Famer's Market, Open City Meetings)
 - a. SmithGroupJJR will design appropriate supporting materials for these, but will not attend these meetings
6. Help coordinate Open City Hall Surveys

Task 2.4—Core Team Meeting

SmithGroupJJR will prepare a draft presentation to show the Core Team for feedback and commentary. With the Project Manager, SmithGroupJJR will adjust the presentation as necessary in preparation for the City Council Study Session #1.

Up to two (2) SmithGroupJJR teammates will be present at this meeting.

Task 2.5—Interactive City Council Study Session #1: City Council Meeting #2

As part of the iterative task of the site master plan concepts, an interactive workshop with City Council will occur prior to discuss key issues and early concepts. The comments during this workshop will be incorporated as needed in order to best prepare for the next meetings within the schedule.

Task 2.6—Parks and Recreation Commission Meeting

Utilizing the Analysis Task (1.2) and the Visioning Task (1.3) results, SmithGroupJJR will prepare first thoughts on the Open Space of the entire campus in order to meet with the Parks and Recreation Commission. We'll have initial thoughts on program, sustainability, and other topics to discuss, in order to provide initial feedback and, further develop these ideas to integrate into the final 2 alternative master plans.

Task 2.7—Core Team Meeting

SmithGroupJJR will prepare a draft presentation to show the Core Team for feedback and commentary. With the Project Manager, SmithGroupJJR will adjust the presentation as necessary in preparation for the City Council Study Session.

Up to two (2) SmithGroupJJR teammates will be present at this meeting.

Task 2.8—Interactive City Council Study Session: City Council Meeting #3

As part of the iterative task of the site master plan concepts, an interactive workshop with City Council will occur prior to the Community Meeting(Task 2.9) to discuss key decisions. The comments during this workshop will be incorporated as needed in order to best prepare for the Community Meeting showing the Core Team and City Council's desire.

Task 2.9—Community Meeting

As part of the strategic direction phase, SmithGroupJJR will work with project leadership to plan and format activities for this community touch point. Although the agenda and format is not set at this juncture, we would anticipate this Community touch point to be one (1) evening public community workshop where we are showing two schemes and getting community input and feedback.

Task 2.91—Report to Project Manager on Alternatives

In preparation for the Presentation to the Core team (Task 2.92) and for the City Council Meeting #4 (Task 2.92), SmithGroupJJR will prepare a PowerPoint presentation and a memorandum to the Project Manager to incorporate into their report for City Council.

Task 2.92—Core Team Meeting

SmithGroupJJR will prepare a draft presentation to show the Core Team for feedback and commentary. With the Project Manager, SmithGroupJJR will adjust the presentation as necessary in preparation for the City Council Meeting #4 (Task 2.92).

Up to two (2) SmithGroupJJR teammates will be present at this meeting.

Task 2.92—City Council Meeting #4—Deciding on Direction for final scheme

SmithGroupJJR will work with project leadership to develop a memo or short presentation in order to be on the City Council Meeting agenda to ask direction on the 2 Alternate Schemes of the Master Plan and Architectural Options.

A minimum of 2 members (maximum 4 members) of the SmithGroupJJR team will be present at the City Council meeting.

The deliverables at the end of this phase will include:

1. Meeting Notes
2. Summary Presentation and Booklet
3. Materials for the Website
4. Quarterly report

Meetings will include:

1. Bi-weekly project management meetings (in-person or WebEx)
2. Library Trustees (in-person; date to be determined with Project Manager)
3. Bicycle and Pedestrian Advisory Commission (in-person)
4. Parks and Recreation Commission (in-person)
5. Planning Commission (in-person)
6. Architectural and Site Master Plan Concept Meetings with Core Team, up to three (3) (in-person or WebEx)
7. Core Team Meeting
8. Interactive City Council Study Session: City Council Meeting #2 (in-person)
9. Core Team Meeting
10. Interactive City Council Study Session: City Council Meeting #3 (in-person)
11. Community Meeting Preparation (WebEx)
12. Community Meeting (on-site, evening presentation)
13. Core Team Meeting
14. City Council Meeting #4 (in-person)

TASK 3—MASTER PLAN + IMPLEMENTATION STRATEGY

Task 3.1—Master Plan + Key Topics

The master plan and implementation strategy will emphasize key topics of change for the area. It is through these key topics that physical and policy recommendations will be made. Each key topic will explore important recommendations for long-term growth and incremental phasing of the site.

BUILDINGS & ARCHITECTURE

Provide general recommendations for building form, mass, and orientation as it relates to the preferred concept plan. This topic is critical for establishing the desired character and feel of the area.

TRANSPORTATION INFRASTRUCTURE

Assign roads within the study area to specific street typology classes that describe desired levels of service for different modes of transportation (car, commercial traffic, transit, bicycling, and walking). General recommendations for the types of improvements and need for each street type will be provided.

PARKS AND OPEN SPACES

Develop concept level illustrations of significant open spaces along with a range of potential programming activities to activate public spaces. This includes recommended facilities and improvements.

DEMOGRAPHICS

Recommend how the physical master plan can best meet the needs of key demographic groups. Recommendations may also highlight special engagement activities to maintain communication with the community.

INFRASTRUCTURE & SUSTAINABLE SYSTEMS

Develop strategies and recommendations for physical infrastructure including needed utility capacities to support growth as well as opportunities for sustainable design and construction practices in the project.

ENVIRONMENTAL SYSTEMS & CEQA ANALYSIS

Develop a program-level Environmental Impact Report that covers all elements of the Master Plan with sufficient detail to enable the City to proceed with construction on Phase 1 of the project and include a Traffic Impact Analysis (prepared by the City).

Task 3.2—Architectural Concepts

Final concepts will be developed to show exterior building materials, showing the site context with parking, circulation and basic landscape features. The Team will provide a digital model of the final concept designs along with architectural renderings. The final architectural concept selected will then become part of the overall site Master Plan. An Optional task includes a physical model of the building itself, or of the entire/partial site, and would be confirmed at that juncture.

Task 3.3—Building Floor Plans

Once the building height and shape have been determined, floor plans for each floor of the New City Hall will be developed using the space programs that have already been completed. As part of this task, individual meetings will be conducted with representatives of each department to better understand staffing, the need for adjacencies, amenities and service delivery needs.

Task 3.4—Preliminary Landscape Design

The master plan will consider unique natural and environmental considerations, account for active and passive space, develop potential programmatic opportunities, consider character of open space, propose drought resistant landscape, take advantage of existing mature trees, incorporate a civic plaza for community events, include outdoor patio spaces as appropriate, and consider opportunities for accessible green roofs.

Task 3.5—Preliminary Plan Review: Core Team Meeting

Based on the input from previous meetings, direction from committees, and final projections, the SmithGroupJJR team will prepare a Preliminary Master Plan. This plan will combine the best components of each of the scenario planning concepts to reflect key topics outlined in 3.1. The purpose of the preliminary Master Plan is to establish an overall organizational strategy for the campus and reinforce the strategic ideas. SmithGroupJJR will employ two- and three-dimensional modeling tools, cross sectional diagrams, vignettes, and simple graphical illustrations to communicate the plan components. The SmithGroupJJR team will meet with the Core Team to introduce the Preliminary Plan for review. SmithGroupJJR will facilitate the discussion and confirm the content, direction, and any changes to be incorporated into the Master Plan. This plan will be utilized as the basis for the Program Level EIR.

Task 3.6—Implementation Strategy

The SmithGroupJJR team will develop phasing and implementation plans for completion of the overall Masterplan. However, the first phase will be clearly defined as the buildings discussed in the scope noted above, along with parking, and open space that will need to be incorporated under the ear-marked fees discussed in the RFP (\$100M-\$150M). These future phases will demonstrate what actions could happen and the interdependence of projects, highlighting new construction, demolition, and renovation; site and infrastructure improvements; modifications to roadways and parking; and civic improvements. Master plan-level cost data, potential partnership opportunities and/or funding sources will need to be discussed within the City framework and with the Community in order to support and approve the phases that would come after Phase One.

Task 3.7—Sustainability Commission Meeting

SmithGroupJJR will present the LEED checklist to the Sustainability Commission.

Up to two (2) people from the SmithGroupJJR team will be present at this meeting.

Task 3.8—Core Team Meeting: Draft EIR Briefing

Prior to the release of the Draft EIR, the team will come to the City to meet with the Core team and brief the team on the Draft EIR. Up to 1 person from SmithGroupJJR will be there, along with the consultant, Panorama to go over this document.

Task 3.9—Draft Master Plan Report

Upon approval of the final Master Plan preferred scheme, the SmithGroupJJR team will expand the report outline and prepare the draft Master Plan report. The draft report will record the project approach, campus and community engagement process, analyses, findings, summary of alternatives, and final Master Plan recommendations. The report will also include an appendix with analytical back up from each sub consultant. The SmithGroupJJR team will utilize graphics prepared during the master planning process and will not create new drawings for this report. SmithGroupJJR will introduce the Draft Master Plan during a briefing to the core team.

Task 3.91—Final Report

SmithGroupJJR will finalize the Master Plan report incorporating edits and input from the review and recommendations incorporating any changes from the EIR. The report and summary will be prepared in digital format, with color graphics, diagrams and photographs incorporated throughout the documents. Two (2) bound copies of the report, a print-ready digital file, and PDF files for posting on the Master Plan website will be prepared and delivered to the institution.

The final Master Plan, and all associated recommendations, and phasing will be presented to the core team to validate the final recommendations of the planning process and discuss final documentation and submittal requirements.

Task 3.92—Planning Commission Meeting

After the SmithGroupJJR Team publishes the final EIR, we will work with project leadership to develop a memo or short presentation to discuss the final preferred master plan scheme, architectural concept drawings, and program level EIR. The outcome of this meeting will be the Planning Commission Certifying the EIR so we can proceed to the final City Council Meeting and approving the Final Masterplan.

A minimum of 2 members (maximum 4 members) of the SmithGroupJJR team will be present at the Planning Commission meeting.

Task 3.93—Core Team Meeting

SmithGroupJJR will prepare a draft presentation to show the Core Team for feedback and commentary. With the Project Manager, SmithGroupJJR will adjust the presentation as necessary in preparation for the City Council Meeting #5 (Task 3.93).

Up to two (2) SmithGroupJJR teammates will be present at this meeting.

Task 3.94—City Council Meeting #5—Approving the Final Masterplan

SmithGroupJJR will work with project leadership to develop a memo or short presentation in order to be on the City Council Meeting agenda to ask for approval of the Master Plan and Architectural Options.

A minimum of 2 members (maximum 4 members) of the SmithGroupJJR team will be present at the City Council meeting.

The deliverables at the end of this phase will include:

1. Meeting Notes
2. Draft Master Plan document
3. Final Master Plan document
4. Digital Site Renderings
5. Digital 3D Model
6. City Hall Net Zero Evaluation and LEED checklist
7. Materials for the Website
8. Quarterly report

Meetings will include:

1. Bi-weekly project management meetings (in-person or WebEx)
2. Architectural and Site Master Plan Preferred Alternative Meetings with Core Team, up to two (2) (in-person or WebEx)
3. Draft Master Plan Report presentation to Core Team (WebEx)
4. Sustainability Commission meeting
5. Core Team Meeting: Draft EIR Meeting
6. Planning Commission and City Council Meeting Preparation (WebEx)
7. Planning Commission Meeting (in-person)
8. Core Team Meeting
9. City Council Meeting #5 (in-person)

TASK 4—COMMUNITY OUTREACH

Task 4.1—Community Outreach

SmithGroupJJR will coordinate with the Core Team and prepare materials for up to fourteen (14) Community Meetings:

1. Parks and Recreation Commission—1 meetings
2. Sustainability Commission—2 meetings
3. Library Trustees—1 meeting
4. Bicycle and Pedestrian Advisory Commission—1 meeting
5. Planning Commission—2 meetings
6. City Council Study Session—1 meeting
7. Community-wide Meeting—1 meeting
8. City Council Meetings—5 meetings

As noted in the tasks described above for all of the meetings, along with supporting the City in monthly website postings with meeting notes, pdfs, imagery, and other materials we've completed to date as required, and quarterly articles/summaries for the City's quarterly report on the Master Plan process.

Additional meetings can always occur, once we've agreed on appropriate additional services as requested.

TASK 5—PROJECT MANAGEMENT & MEETINGS

Task 5.1—Project Management & Meetings

Bi-weekly meetings will be held with the City's Project manager either by phone, WebEx, or in-person, depending on the agenda topics, and if there are other potential meetings that need to occur that same day for the benefit of the project. These bi-weekly meetings will occur within the master planning iterative process. After the third community meeting, SmithGroupJJR will meet with the City Project manager to determine if bi-weekly meetings will be necessary, and determine when meetings should occur, since the EIR process will be happening in earnest, and some weeks, we may not have any status updates. This can be determined at a later date, knowing that we want to remain open and communicative to the City—and at the same time be conscious of everyone's time.

ASSUMPTIONS

SmithGroupJJR assumes that the following information required for the performance of SmithGroupJJR's work shall be provided by the Client:

1. Updated Program for all architectural components
2. Maintenance Report of existing buildings, for last 3 years
3. Existing condition surveys and tree surveys (in excel)
4. Boundary Surveys or title maps
5. Geotechnical investigation and reports (if applicable)
6. Soils report (if applicable)
7. Aerial photography (if available)
8. Data and information on the site and environs, existing infrastructure, government regulations, and other information as noted in the scope of work
9. Copies of previous studies and preliminary design for the property (if applicable)
10. Market information and other relevant research materials (if applicable)
11. Other information when requested, when readily available
12. Liaison with Jurisdictional Agencies
13. Governmental Approvals
14. Work to be performed by Client and other consultants as noted in the scope of work, including, but not limited to regulatory compliance services
15. Timely review by Client on generated reports—2 weeks
16. Timely review of PowerPoint or Memorandums—2 days
17. All other assumptions are outlined in the body of this "Attachment A"

EXCLUSIONS

The following services and products are not included with this contract:

1. Tasks as indicated to be performed by others
2. Cost estimating, beyond the current scope noted
3. Bidding and negotiating services
4. Services or products requested beyond the Scope of Work and or Limit of work
5. Fees: payment for governmental permits, application fees, processing fees, and plan check fees
6. Geotechnical and hydrological reports
7. Agricultural / horticultural soil testing
8. Fine grading and drainage design and construction documentation
9. Irrigation design
10. Water feature design
11. Signage design
12. Site lighting design
13. Waterproofing
14. Agency Plan Checking Processing
15. As Built Drawings

SCHEDULE

In Attachment A, we have illustrated a Project Schedule indicating each task and corresponding milestones over the duration of the project and the interaction of the entire SmithGroupJJR team. Our full team will be engaged at some level with the master planning process, and we'll engage the subconsultants to test our alternatives and to ensure the best, most innovative ideas are integrated into the final plans. SmithGroupJJR plans to update this work plan regularly as the project proceeds.

The schedule relies on full cooperation of the City, and having timely reviews of PowerPoints, Memos, and Major Written Documents in order to stay within the schedule. The schedule is subject to change as SmithGroupJJR might find efficiencies in meetings, or other tasks, for the betterment of the project; however, we are also subject to City response and decision making, and this schedule reflects an expedient process.

It is our assumption that if we are to receive a signed contract within the first week of June 2017, that the schedule would last for approximately 16 months, depending on availability of Commissions, City Council, the Core Team, and other decision makers that will be needed in order to get Client direction and buy-in. If the schedule goes beyond 16 months, the team would expect a discussion on how much additional time would be needed to complete the job and if an additional service may be required.

CONSULTANTS

SmithGroupJJR anticipates using the following consultant(s) for this project. The consultant's scopes are included below under each of their respective company names. The costs of these consultants will be borne by SmithGroupJJR and are included in the SmithGroupJJR projected fee in Attachment C.

Atelier Ten – Sustainability

BASE SERVICE – ENVIRONMENTAL MASTERPLANNING

Our role will be to provide the analysis and consulting necessary to assist in the development of a specific Environmental Masterplan integral to the overall campus. As part of this effort, Atelier Ten envisions working closely with the design team and the client to determine the benefits and performance level of different levels of design for the buildings, transportation, and utilities infrastructure of the development.

NEW CITY HALL – SUSTAINABLE DESIGN FEATURES

- Provide a preliminary appraisal that indicates the potential for LEED Platinum certification.
- DELIVERABLE: LEED appraisal for City Hall.

RENOVATED ANNEX BUILDING – SUSTAINABLE DESIGN FEATURES

- Identify energy system upgrades needed to meet the current Title 24 energy code.
 - If an energy model is needed, Atelier Ten can provide as an additional service.
- DELIVERABLE: Memo on recommendations above.

SITE MASTER PLAN – SUSTAINABLE DESIGN FEATURES

- Recommend best practices for parking design approach.
- Provide a PV calculation to determine renewable energy opportunity for parking structure.
- Evaluate current sustainability commitments and initiatives, to refine additional sustainability goal setting.
- Evaluate existing infrastructural connections and municipal issues with regards to alternative transportation, utilities, and planning.
- Identify effective energy performance strategies to establish preliminary energy performance targets.
- Identify ecological goals that may include groundwater recharge, native and adapted species selection, and stormwater management and capture for re-use.
- Review applicability of using widely-accepted benchmarking standards, including the LEED rating system, Sustainable Sites Initiative, regional sustainability initiatives, or other quality assurance standards for different scale and types of projects.
- DELIVERABLE: Environmental Masterplan document that translates the current sustainability goals into a document that will identify headline sustainable objectives, establishes environmental performance targets, and recommends sustainable design process requirements to guide individual projects on site and integrate into the overall vision.

ENVIRONMENTAL REVIEW

- Coordinate with EIR to provide information from master plan studies to for inclusion in draft EIR.

PROJECT MANAGEMENT AND MEETINGS

- Attend two (2) community meetings with the Sustainability Commission focused on sustainability for the project.
 - Facilitate a design meeting with key stakeholders to discuss sustainability priorities, goals and performance benchmarks; identify design opportunities and challenges.
 - Facilitate a meeting describing the process of the masterplan and present the LEED Checklist.
- Project Meetings in San Francisco: up to 4, including design charrette and community meeting

MASTERPLAN REPORT

- Summarize sustainability strategies and LEED checklists for each component of the masterplan.
- Provide up to two updates to the Environmental Masterplan document based on review comments provided by the City.
- DELIVERABLE: Revised Environmental Masterplan document.

NEW CITY HALL - NET ZERO EVALUATION

- Develop a conceptual whole-building energy model based on the proposed building program, location, and preferred massing scheme.
- Identify potential energy use of the building, and identify an achievable path to net-zero energy.
- Coordinate life-cycle cost analysis for up to five (5) EEMs. Capital cost, maintenance cost, discount rate, inflation, and utility rates to be provided by others.
- DELIVERABLE: Energy Analysis memo

ADDITIONAL SERVICES

Additional Services are sometimes required for projects of a certain scale or complexity. If the client determines that Additional Services would benefit the project, Atelier Ten would be pleased to provide them under a separate agreement.

EXCLUSIONS

The following services are NOT included in this proposal for Base Services and are understood to be provided by another consultant:

- Building commissioning
- Envelope commissioning
- Cost Estimating
- Civil, site and MEP engineering
- Landscape design
- Emergency or exit lighting

1. **Land Survey:** BKF will provide the following land surveying services for master plan base mapping purposes. It is assumed that the City will retain BKF to perform the first phase of survey in our proposal dated April 4, 2017. The remainder of the required survey services is shown below:
 - a. **Map Existing Easements:** Utilizing the Title Report and associated record documents acquired, BKF will map all existing easements contained in the report and documents and will coordinate with the Title Company if an errors / omissions / discrepancies are discovered.
 - b. **Map Existing Utilities:** Underground storm drain, sanitary sewer and water utilities will be mapped based on available City record documents. Underground gas and electric utilities will be mapped based on PG&E maps. BKF will compile and incorporate these underground utilities into the overall survey.
 - c. **Supplemental Topographic Survey:** BKF will perform topographic survey of surface improvements using conventional ground topographic survey methods to supplement the aerial survey under trees, on hardscape, locating surface evidence of utilities and other areas as necessary to provide a complete and accurate topographic map. It is BKF's understanding all existing trees on the site have been documented and will be made available by the City to BKF for incorporation into the overall topographic survey.
 - d. **Underground Utility Locating and Supplemental Surveying Services:** Underground utility locating and supplemental topographic surveying outside of the scope described above are excluded from BKF scope of services. It is anticipated utility locating and supplemental topographic surveying will be required for design purposes and can be provided as an additional service once the actual design scope and extents are defined. BKF will compile and incorporate found underground utilities into the overall topographic survey.

OPTIONAL SCOPE OF SERVICES

Task A: New City Hall

1. **Construction Sequencing Plan:** BKF will coordinate and provide input on construction sequencing with the Architect and the design team. We will review the architectural plans for coordination purposes and prepare a list of any design concerns and recommendations related to construction sequencing and civil engineering issues.
2. **Sustainable Design Features:**
 - a. Architect will prepare the site plan(s).
 - b. BKF will review required stormwater treatment code requirements, including schematic calculations for areas required on-site.
 - c. BKF will advise on LEED credits related to SSc6.1, 6.2 for stormwater treatment and quantity requirements.

Task B: Department Of Public Safety Headquarters

1. **Building Addition Feasibility Study:**
 - a. Architect will prepare the building addition location
 - b. BKF will review impacts to existing conditions
 - c. BKF will review accessibility concerns
 - d. BKF will review fire code impacts
 - e. BKF will review utility service points of connection

Task C: Renovated Annex Building

1. **Sustainable Design Features:**
 - a. Architect will prepare the site plan(s).
 - b. BKF will review required stormwater treatment code requirements, including schematic calculations for areas required on-site.
 - c. BKF will advise on LEED credits related to SSc6.1, 6.2 for stormwater treatment and quantity requirements.

Task D: Site Master Plan

2. **Circulation Study:** BKF will coordinate site circulation with the Architect and design team related to building placement, parking layout, and open space amenities to promote a welcoming, safe, and attractive environment for both pedestrians, bikes, and vehicles.
3. **Open Space Plan:** BKF will coordinate with the Landscape Architect and the design team regarding design concepts and electronic data exchange associated with open space concepts on the site. We will review the landscape plans for coordination purposes and prepare a list of any design concerns and civil engineering issues.
4. **Building Location Alternatives:**
 - a. Architect will prepare location alternatives
 - b. BKF will review impacts to existing conditions
 - c. BKF will review accessibility concerns
 - d. BKF will review fire code impacts
 - e. BKF will review utility service points of connection

5. Parking Alternatives Study:

- a. Architect will prepare conceptual parking alternative plans
- b. BKF will review impacts to existing conditions
- c. BKF will review accessibility requirements
- d. BKF will review emergency vehicle, garbage truck and delivery/loading truck maneuvering
- e. Review options for pavement as it relates to LEED and the overall stormwater treatment strategy.

6. Sustainable Design Features:

- a. Architect will prepare the site plan(s).
- b. BKF will review required stormwater treatment code requirements, including schematic calculations for areas required on-site.
- c. BKF will advise on LEED credits related to SSc6.1, 6.2 for stormwater treatment and quantity requirements.

Task E: Environmental Review

1. Support:

- a. Storm drainage capacity analysis – CEQA/EIR support
- b. Sanitary sewer capacity analysis – CEQA/EIR support
- c. Water supply capacity analysis – CEQA/EIR support
- d. Earthwork – CEQA/EIR support
- e. Stormwater treatment analysis – CEQA/EIR support

Task F: Community Outreach

Task G: Additional Project Management and Meetings

Task H: Master Plan Report

1. **Support:** BKF will provide assistance with descriptions and exhibits that will be incorporated into the Master Plan Report by the Architect.

Cumming – Cost Estimation

Master Plan scope includes the following:

1. City Hall.
2. Main Library.
3. Public Safety Headquarters.
4. Site improvements and open space amenities.
5. Parking facilities.
6. Demolition of the following existing buildings: Sunnyvale Office Center, City Hall, and South Annex buildings.

Phase 1 scope includes the following:

1. A new City Hall of approximately 76,000sf.
2. Addition of a 5,300sf EOC to the existing Department of Public Safety Headquarters. Analysis will include an option to incorporate the aforementioned into the new City Hall, and development of perimeter security improvements.
3. Renovation of the existing 20,900sf Annex Building, including building systems renovations, seismic upgrades, exterior finishes, etc.
4. Site master plan, including building location study, circulation study, and parking alternatives study.

For this effort we propose a single Rough Order of Magnitude Statement of Probable Cost (ROM). The ROM will assess two distinct options during the master plan process, and one final design option at conclusion of the master plan process. Included in our scope of services are the following tasks:

1. A single site visit.
2. Meeting attendance, (18) man-hours.
3. Preparation of a ROM for two distinct options during the master plan process, and one final design option at conclusion of the master plan process.
4. Analysis of Net Zero cost premiums / cost reductions, during the master plan process.
5. Issue a single revision to the completed ROM based on design team and owner feedback.
6. City Hall Net Zero Evaluation.

Excluded from our proposal are the following tasks:

1. Additional revisions to the completed ROM.
2. Value engineering to bring the projects within budget, if required.
3. Reconciliation of the ROM with a third party estimator or general contractor.
4. Additional meeting attendance or site walks.

Hort Science – Arborist

Trees will be visually assessed from the ground as follows:

1. Review existing tree data and map files provided by the City of Sunnyvale.
2. Consult with a representative of the City of Sunnyvale regarding background information and work to date. Confirm the City's definition of a tree for this project conforms to the definition in the City's Tree Preservation ordinance.
3. For trees less than 4" diameter, provide a census of species present and tree condition (approximately 100 trees).
4. Verify the species and measure the trunk diameter of each tree 4" and greater in diameter that are within and immediately adjacent to the project area (approximately 650 trees). Trunk measurement to be made 54" above the ground.
5. Identify any Protected tree as defined by the City's tree preservation ordinance (in general, trees with a trunk diameter of 12" or greater).
6. Verify the presence of a numerically coded metal tag attached to the trunk of each tree 4" or greater in diameter. If the tag is missing, replace it.
7. Evaluate tree health and structural condition.
8. Identify trees suitable for preservation, based on their health, structural condition and potential longevity and suitability in the landscape.
9. During the stage of having two (2) alternatives for the masterplan, evaluate proposed project plans including but not limited to the site, grading, utility and landscape plans. Determine if trees can be retained during site renovation and if they would be assets to the future landscape. Suggest design revisions that may permit retention of specific trees. Provide preliminary guidelines for tree preservation during the design, demolition and construction phases. Write a draft Arborist Report with the above compiled information.
10. Estimate the value of each tree assessed using the methods of the Council of Tree and Landscape Appraisers contained in the most current edition of the Guide for Plant Appraisal. Note: estimate of value may be limited to specific areas of the site as defined in the final masterplan.
11. Assess the potential to successfully relocate each tree that may need to be relocated or affected by the final masterplan
12. Identify unique or unusual trees worthy of preservation and recognition including photographs as appropriate.
13. Verify the existing Tree Location Map using existing CAD files, and update/modify as necessary.
14. During the stage of having one (1) preferred alternative for the masterplan, evaluate proposed project plan including but not limited to the site, grading, utility and landscape plans. Determine if trees can be retained during site renovation and if they would be assets to the future landscape. Suggest design revisions that may permit retention of specific trees. Provide preliminary guidelines for tree preservation during the design, demolition and construction phases.
15. Compile the above information into an Arborist Report, which can be given to the CEQA team in order to complete their Program Level EIR and inserted into the final masterplan report.

Consultation & Meetings

1. Provide information regarding Sunnyvale's tree ordinance.

2. Consult with the project team in the development of site master plan(s). May include site visits, WebEx or face-to-face meetings.

PAE Engineers – Mechanical, Electrical, and Plumbing Engineering

Basic Services

Mechanical Systems

1. Site: No scope.
2. HVAC & Controls: Due Diligence.
3. Plumbing: Due Diligence.
4. Fire protection: Due Diligence.

Electrical Systems

1. Site electrical: limited to exterior building and site lighting.
2. Power: Due Diligence.
3. Emergency power and distribution system: Due Diligence.
4. Interior lighting: Due Diligence.

MEP DUE DILIGENCE – DETAILED SCOPE OF WORK AND DELIVERABLES

1. Attend two meetings with the architect and other consultants. First meeting is a site walk as described in line item 4 below. Second meeting will be used to discuss findings and review draft due diligence report with architect team and finalize due diligence report.
2. Review Project applicable design standards and owner project requirements.
3. Attend walk-through of the buildings with the architect and other consultants (estimated to be a half-day event). Meet with facility staff at the project site to review the building thermal envelope and MEP/FP systems.
4. Review applicable code requirements.
5. Review architectural renovation schemes for the Public Safety Headquarters and City Hall Annex and comment on applicability of existing systems for future use or propose new MEP/FP systems as appropriate.
6. Provide deliverables as follows:
 - a. Narrative describing the existing mechanical, electrical, plumbing, and fire-protection systems, their general condition, any code issues and applicability to future building uses.

Additional Services

Sustainable Design

- Attend sustainable design charrette.
- Establish performance goals for energy and water use.
- Assist client and design team in determining project goals and evaluation criteria to be used for rational and data-driven decision making.
- Assist client and design team on MEP related LEED credits or Living Building Challenge (LBC) evaluation.
- Recommend mechanical and electrical systems that surpass energy codes and target to achieve client project goals.
- Recommend plumbing systems that reduce water and sewer usage and target to achieve client project goals.
- Provide assessment of project potential for Net Zero (on-site or off-site).
- Provide assessment of project potential for water re-use (on-site system or purple pipe utility).

Mechanical Systems

- Heating, ventilation and air conditioning.
- Plumbing: gas, sanitary, storm sewers, domestic hot and cold water.
- Fire protection: wet sprinkler system.
- Site: geothermal, condenser water loop, chilled/hot water loop, central utility plant systems, greywater, black water, and coordination with civil for stormwater.

Electrical Systems

- Site electrical: building power, site and parking lot lighting.
- Power: service distribution, branch panels, and connections to mechanical equipment.
- Emergency power and distribution system.
- Performance criteria for fire alarm system.
- Photometric study for site of Phase 1.
- Energy generation: Wind power and PV electrical generation systems.

Masterplan MEP Scope

- Attend four meetings in-person design meetings with the architect, owner and other consultants. Attend video conference calls as needed with the architect, owner and other consultants.
- Review client design standards and owner project requirements.
- Attend sustainability charrette and assist client and design team in determining project goals and evaluation criteria to be used for rational and data-driven decision making.
- For MEP systems, generate a list of project evaluation criteria based on the outcome of the sustainability charrette. Request client feedback on project evaluation criteria proposed, and request also that client rate the evaluation criteria relative importance.
- PAE will use project evaluation criteria and relative importance rating to develop a decision matrix that qualitatively compares and rates MEP systems options. The MEP systems to be rated will be proposed by PAE based on previous experience with similar projects. The decision matrix tool will be used to evaluate and rate MEP systems against project evaluation criteria such as (actual list will be developed with client input):
 - a. First cost
 - b. Operational cost
 - c. Phased implementation

- d. Acoustical performance
- e. Temperature control performance
- f. IAQ/IEQ
- g. Energy efficiency
- h. Water efficiency
- i. MEP space requirements
- j. MEP system flexibility

Note: The decision matrix tool and process described above is a simplified version of the Choosing by Advantages process promoted by the Lean Construction Institute as a rational and fair project decision making process.

- Document and review project MEPT Design Criteria with architect and client. Design Criteria will include items such as comfort temperature range, ventilation rates, lighting levels and lighting power density, water use per fixture, telecommunication network expected performance.
- Using the project program, as provided by the architect, benchmark energy use using the Building Performance Database (BPD) tool from the U.S. Department of Energy.
- Using the BPD benchmark data and PAE's database provide expected energy performance for project in Energy Use Intensity (EUI) metric for a typical project, a code project, a LEED platinum project, and a project targeting NZE operation.
- Develop district level MEP design options to be evaluated.
- Review architectural strategies for site and building design. Analyze building massing, orientation, insulation, fenestration, shading options for new buildings and advise on how each performs in relation to project goals and evaluation criteria.
- Coordinate with and provide guidance to the architectural team to optimize building envelope performance in the areas of daylight, thermal comfort, energy performance, and MEP design integration.
- Present and discuss decision matrix results for MEP system options with client, architect, and design group. Discuss rating rational, pros and cons of each option, and work towards narrowing down of system options to three or less for further study.
- Provide energy and water analysis for the narrowed set of system design options for further evaluation and narrowing of options.
- Provide a 50% Concept Design MEP Basis of Design Narrative for inclusion in the project masterplan phase 1. Document will include the following:
 - a. Descriptive narrative of MEPT systems proposed.
 - b. Feedback on architectural and site strategies proposed by team.
 - c. Rating of MEPT systems in relation to project evaluation criteria.
 - d. Feasibility of district scale MEP systems for the project including central plants, geothermal, renewable energy generation, onsite water reuse, use of non-potable utility (purple pipe).
 - e. Equipment and infrastructure space requirements for MEP systems. MEP room sizes, MEP equipment schedules for major equipment, including physical sizes and weights. Coordination of MEPT system equipment integration into overall design.
 - f. Energy analysis results and assessment of energy code compliance for systems proposed.
 - g. Renewable energy generation systems and path towards NZE operation.
 - h. Water analysis results for systems proposed.
 - i. MEP review of sustainability certification rating system (i.e. LEED, Living Building Challenge).
 - j. Decision matrix tool with rating and recommendation of MEP systems be further evaluated.
- Review cost estimate provided by cost consultant based on the 50% Concept Design MEPT Basis of Design Narrative.
- Further refine MEPT systems energy and water performance, add cost and constructability feedback from team to recommend a final design option.
- Update and issue the 100% Concept MEPT Basis of Design Narrative with design agreed by team.

Assumptions

1. This fee proposal is based on
 - a. Project RPF (No. F17-067) issued on February 15, 2017 by the City of Sunnyvale.
2. Due diligence study is needed only for buildings being renovated, Public Safety Headquarters and City Hall Annex.
3. MEP/FP system evaluation will be limited to what is visible from the floor or roof structure without removal of walls or ceilings. If required PAE may request for testing of equipment of infrastructure.
4. Scope of work and deliverables for PAE is limited to reports. PAE will not develop any MEP design drawings or specifications.
5. A Landscape Architect and/or the Civil Engineer will be engaged and responsible for designing site related water features, site drainage, and landscape irrigation system.
6. A Civil Engineer will be engaged and responsible to for all site utilities. PAE will coordinate with Civil Engineer for any campus or district energy systems (i.e. Central Plant, Micro Grid) and water re-use systems (Stormwater, Greywater, Blackwater).
7. A Structural Engineer will be engaged and assist PAE by defining seismic criteria and anchoring design approach for mechanical and electrical equipment.
8. An Architectural Lighting Design Consultant will be engaged and establish project lighting design criteria for indoor and exterior lighting to support PAE's energy modeling efforts.
9. An Acoustical Engineer will be engaged and establish acoustical design criteria for the project.
10. A Cost Consultant will be engaged and provide cost estimating information for project MEPT system options to be evaluated.
11. A General Contractor will be engaged and provide cost and constructability guidance to project team, specifically as it relates to the evaluation of district and building MEPT systems.
12. PAE basic scope of services includes MEP input into LEED and / or Living Building Challenge certification scorecard assessment. PAE assumes a LEED or Living Building Challenge coordinator will be hired by the client to manage the overall evaluation process.
13. Project will pursue LEED Platinum goal. Team will assist client in defining any other sustainability and masterplan project goals.
14. In-person design meetings will be provided as noted below in the detailed scope description for each project tasks below. All other meetings will be provided as conference calls/online meetings.
15. Conceptual level benchmarking and energy and Water analysis will be provided to evaluate project design options and report performance relative to Title 24 (CA Energy Code), LEED, LBC.

Excluded Services

This proposal does not encompass the following items:

- Drawings and specifications for schematic design, design development, permitting and construction.
- Lighting design.
- Daylighting modeling.
- IT, AV, or Security system due diligence assessment.
- Construction cost estimates for systems.
- LEED and LBC Consulting.
- Acoustical analysis.
- Design services (civil) for utility connections beyond 5 feet of the building, except as specifically identified above.
- Foundation drainage system design.

Panorama Environmental – CEQA

Task 1: Project Description and Design Input/Feedback

Task Description

Panorama will work closely with the design team, initiating and maintaining early coordination during preparation of the Master Plan. During initial development of the Master Plan, Panorama will provide input regarding pertinent environmental considerations. Panorama will begin preparation of the project description prior to finalization of the 2 design option. The design team will be responsible for conducting 1 public, design meeting. . Panorama has not included time to attend this meeting, but will receive the debrief of the meetings from the SmithGroupJJR Project Manager.

The design team will provide the two design options to Panorama to prepare the EIR Project Description. Panorama will define the Project Description based on the design team's Master Plan, which will describe the Master Plan and the first development phase, Phase 1. The design team will provide the preferred alternate design at least three weeks prior to the completion of the Administrative Draft EIR.

The Phase 1 construction methods, the phasing for the buildings proposed for demolition, the design and locations of the proposed buildings, and other site improvements will be detailed fully in the Project Description. The description of the future Master Plan phases will be prepared to provide the greatest flexibility for future buildout. Details similar to Phase 1 will be provided in the Project Description, allowing for maximum buildout potential and greatest potential for environmental impacts, to eliminate the need for future CEQA documentation. The design team will prepare and provide several proposed design graphics, such as elevation profiles, which may be used in the Project Description. Panorama will prepare regional, location, and site graphics for inclusion in the Project Description. Panorama will submit a draft of the Project Description to the City for one round of review. The City will have 2 weeks to review the Project Description and provide questions or comments. Panorama will address these questions and comments. This task includes attending one kick-off meeting either at the site or at SmithGroupJJR's office.

Deliverables

- 1 electronic copy of the draft Project Description

Assumptions

- Panorama will not attend any of the community meetings on the design
- The design team will provide the two design options and the proposed design graphics for the Phase 1 development and Master Plan for incorporation into the project description
- The design team will provide the final preferred alternate design at least three weeks prior to the completion of the Administrative Draft EIR.
- The design team will provide all information related to construction, including types and number of equipment, total personnel, construction phasing, total excavation amounts and depths, etc.
- Panorama will prepare regional, location, and site graphics in GIS
- The City will provide questions and comments on the draft Project Description within 2 weeks of receiving the draft

Task 2: Scoping

Task Description

Panorama will prepare the Notice of Preparation (NOP) for the Master Plan. The NOP will be submitted to the City to review and publish. The NOP will be a simple notice, following a format provided by the City. We have not included the preparation of an Initial Study (IS) with the NOP, as it is assumed that an EIR is the appropriate document.

Panorama will prepare for and lead a scoping meeting during the public review of the NOP. This task includes the preparation of the newspaper notices for the meeting, securing the venue, preparing all the scoping materials, preparing a presentation, and leading the meeting. Two staff from Panorama will attend. The task includes budget for a transcriptionist. Panorama will also prepare a Scoping Report that summarizes the scoping process including the comments received and the topics to be addressed in the EIR.

Deliverables

- 1 electronic copy of the draft NOP to the City
- 1 electronic copy of the final NOP to the City
- Public meeting materials
- Scoping report – one copy, no draft or final, electronic only

Assumptions

- The City will publish the final NOP and provide appropriate NOP notification/mailings
- No Initial Study will be prepared by our team
- The design group would provide large-format graphics to be used at the scoping meeting
- The City would pay or reimburse any fees associated with securing a meeting location
- No refreshments will be provided at the meetings

Task 3: Technical Studies

Task Description

Prepare Air Quality and Greenhouse Gas Analysis

Construction activities would generate air pollutant and greenhouse gas emissions. Operation of buildings with larger footprints could generate greater air pollutant and greenhouse gas emissions than under existing conditions. Panorama will prepare the air quality and greenhouse gas calculations using the California Emissions Estimator Model (CalEEMod) version 2016.3.1. If criteria pollutant or greenhouse gas emissions are significant, mitigation will be included to reduce impacts. The emissions with mitigation will also be presented in the analysis. The analysis will be presented in the EIR directly, with the assumptions and results of the model runs provided in an appendix to the EIR. A separate report is not included.

Panorama assumes that all necessary information required to complete this analysis, including duration of construction, size of existing buildings, size of proposed buildings, size of new parking lots, etc. would be provided by the time the NOP is published in order to meet the project schedule.

Prepare Health Risk Assessment

Construction activities, particularly demolition of the existing City Hall building, would generate TACs that could affect nearby sensitive receptors. Sensitive receptors in the vicinity of the project site include single- and multi-family residences located within 200 feet of the project site. Panorama will prepare a screening health risk assessment to support the air quality analysis of the Master Plan. Exposure of nearby sensitive receptors to TACs from construction will be estimated using SCREEN3. The diesel particulate matter (DPM) estimated in the CalEEMod outputs will be

inputted into SCREEN3. Impacts and mitigation will be defined for any significant health risks. The analysis will be presented in the EIR directly. A separate report is not included.

Prepare Historic Resources Evaluation

Six buildings associated landscape features are located within the project site. The buildings and associated landscape have not been previously evaluated or designated under any local, state or national historic resource criteria. Phase 1 of the Master Plan would include demolition of several buildings and changes to the landscaping on the project site that may include potentially eligible historic resources. These buildings and associated landscape will be evaluated for historical significance. Reports and maps pertaining to the site development and history will be reviewed. A field survey will be conducted to collect photographs of buildings older than 45 years and related landscape features. The integrity, later alterations and current condition of the buildings will be assessed. Modern buildings (less than 45 years old) will also be photographed and briefly described in the report. A Historic Architecture Evaluation Report (HAER) will be prepared detailing the historic context statement, physical description of the buildings and landscape, and evaluation under California Register of Historic Resources criteria. Documentation will include preparing California Department of Parks and Recreation (DPR) 523 forms (Primary Records and/or Building, Structure and Object Records as necessary) for the Sunnyvale Civic Center (buildings and landscape) with appropriate maps, site plans and photographs. An Impacts and Mitigation analysis will be prepared as per the CEQA requirements if any project area buildings or landscape features are identified as eligible historic resources under CEQA. The Impacts and Mitigation section will evaluate “significant effects” using the CEQA criteria of “substantial adverse change” for determining the significance of impacts on historic resources. Measures to mitigate the effects will be presented and analyzed for each significant project effect identified. Impacts may be significant and unavoidable.

Prepare Phase 1 Environmental Site Analysis (ESA)

A preliminary review of the California State Water Resources Control Board GeoTracker website indicates one open site is located to the west of the project site. Information obtained from a site visit indicated an existing gas station in the southeast corner of the project site. Due to the presence of potential hazardous materials sites, proposed ground-disturbing activities, and construction of new buildings on the project site, a Phase 1 ESA will be conducted. Readily available information regarding the history of the project site, including historic aerial photographs, and maps will be reviewed. Readily available regulatory agency publications and files will be reviewed. Individuals familiar with the project site and regulatory officials will be interviewed, if available. A walk-through of the site and a drive-by of the nearby vicinity will be performed. Recognized environmental conditions will be evaluated. Appropriate conclusions and recommendations will be developed as appropriate. If additional studies are needed (such as a Phase II Investigation) we assume that this work will be identified in mitigation and will be performed prior to construction. Additional studies and work are not included in this scope of work. The Phase I ESA will be provided as a separate report and appended to the EIR.

Prepare Noise and Vibration

Sensitive noise receptors in the vicinity of the project site include single- and multi-family residences located within 200 feet of the project site. Library uses on the project site are noise sensitive. Demolition and construction activities would temporarily increase ambient noise levels in the vicinity of sensitive noise receptors. Equipment and vehicle use would generate vibration that could affect potentially historic buildings on the project site. Ambient noise levels would be recorded at select locations within the project site and near off-site sensitive receptors. Short-term ambient noise data would be collected from no more than four locations. The noise levels during construction would be estimated and the potential for effects identified. As necessary, mitigation measures will be developed to ensure conformance with established noise standards during construction. Operational activities are not anticipated to increase noise measurably. The analysis will be presented in the EIR directly. A separate report is not included.

Deliverables

- Panorama will provide comments and questions on the TIA to the City

Assumptions

- Panorama assumes that the design team will provide illustrations of the proposed Phase 1 and Master Plan to illustrate the mass and height for use in the EIR analysis. Panorama assumes that the illustrations will be provided to us by the time the NOP is published in order to meet the project schedule.
- Panorama assumes that the design team will provide the arborists memo at the time that the 2 design options are provided and the final arborist report at the time the preferred alternate plan is provided. No additional tree surveys or biological surveys are included in our scope of work
- If additional studies are needed (such as a Phase II Investigation) we assume that this work will be identified in mitigation and will be performed prior to construction. Additional studies and work are not included in this scope of work.
- Panorama assumes that the City will prepare and provide a Traffic Impact Analysis (TIA). The TIA will provide the necessary information to prepare the Phase 1 and Master Plan traffic analysis. Panorama assumes that the TIA will be provided to us within 4 weeks of the City publishing the NOP in order to meet the project schedule. Panorama will review the TIA within 1 week of receiving a draft and provide one set of comments and questions to the City. The City will provide responses within 1 week of receiving the comments and questions.
- Panorama will not conduct additional biological field studies. We assume that avian surveys will be conducted as part of pre-construction mitigation (not included in this scope of work).
- Archaeological studies are not needed as the project site has previously been disturbed. Mitigation will be included in case of accidental discovery.
- Illustrations, including visual simulations, that can be used to conduct the visual analysis in the EIR will be provided by the design team and are not included in our scope.
- Panorama assumes that no tribes have requested AB 52 consultation. Should a tribe request notification, Panorama can prepare and submit a consultation letter to the City. The City will be responsible for mailing out the AB 52 consultation letter and any further tribal consultation.
- Environmental lien documents (Preliminary Title Report) for the parcels within the project site will be provided by the City to Panorama
- Recommendations provided in the Phase I ESA, such as for preparation of a Phase II ESA or a survey for asbestos and lead paint, will be included as pre-construction mitigation and are not included in this scope.
- Panorama will receive the results of the pressure testing on the gas station from the City
- The City will provide the 1986 geotechnical report prepared for the Public Safety Headquarters. Further geotechnical studies will be included as pre-construction mitigation and are not included in this scope of work.

Task 4: Prepare Draft Program EIR

Description of Tasks

Prepare Administrative Draft EIR

Overview

Panorama will prepare the Administrative Draft EIR (ADEIR) incorporating the technical studies to address the Phase 1 development and Master Plan for the Civic Center. The ADEIR will be consistent with Appendix G of the California Environmental Quality Act (CEQA) Guidelines. The EIR will address each of the environmental parameters identified in the CEQA checklist. The scope and content of each chapter is described here.

Section 1 – Introduction

The Introduction will present an overview that describes the Master Plan, the purpose of the EIR, a summary of the EIR review and approval process, the format of the EIR, permits required for Master Plan implementation, and a brief summary of the key areas of environmental concern received in written comments during the scoping period.

Section 2 - Project Description

The Project Description will present a detailed description of the Master Plan and Phase 1, as described under Task 1.

Section 3 - Environmental Analysis

Overview

The Environmental Analyses section of the EIR will describe the existing environmental and regulatory setting for the project site and Master Plan, followed by analysis of the direct and indirect impacts of the Master Plan implementation (including Phase 1), focusing on significant impacts. Mitigation measures will be designed to eliminate or reduce any potentially significant environmental impacts to less than significant levels.

The basis of all thresholds of significance is presumed to be those outlined on the CEQA Checklist. Mitigation measures will be developed based on industry standards and City practice, if relevant.

The EIR will be focused on the key resource areas with potential for effects. Several topics with no impacts (or very limited impacts) will be discussed briefly in the introduction to the environmental analysis and then not discussed any further in the EIR. The scope of analysis for the key environmental parameters affected by the proposed project follow.

Topics Dismissed in the Introduction to the Environmental Analysis Chapter

- **Agriculture and Forestry Resources.** Historically the project site was used for agricultural uses, including orchards. A small community garden is located to the north of the project site. No other agricultural or forestry uses are located on or in the vicinity of the project site. No current agricultural uses or forestry uses are located on the project site. This topic will not be addressed in detail in the EIR.
- **Mineral Resources.** Existing uses on and adjacent to the project site do not extract mineral resources.
- **Population and Housing.** The number of employees on the project site is not anticipated to substantially increase as a result of full Master Plan buildout.
- **Public Services.** Buildout of the Master Plan is not anticipated to substantially change the project site's current demand for public services.
- **Recreation.** Buildout of the Master Plan is not anticipated to substantially change the current demand for recreational facilities.

Topics to be addressed in the EIR

Aesthetics. The Master Plan would define the redevelopment of the project site with modern buildings to provide greater security, up to date technology, increased meeting space, and a dedicated Emergency Operations Center. The proposed replacement buildings and renovations would be visible from adjacent properties, El Camino Real, S. Pastoria Avenue, S. Mathilda Avenue, and Charles Street.

The design team will provide illustrations and visual simulations of the Phase 1 buildout and full Master Plan buildout that will be appropriate to use in the aesthetics analysis. The aesthetic analysis will qualitatively describe the visual changes associated with the new design and layout. Due to the degree of change anticipated, we assume that the aesthetic impacts to the existing visual character of the site will be significant and unavoidable. The analysis will also

address significant trees (based on information provided in an arborist report) and may include mitigations to reduce visual effects deemed negative (such as preservation of some trees).

Air Quality. Panorama will quantify the projected generation of air pollutant emissions generated during construction and operation, as described in Task 3. Construction of the Master Plan would be expected to generate short-term construction related emissions from earthmoving operations and use of equipment and vehicles. Panorama will identify mitigation measures to reduce construction related emissions to the extent feasible within the context of current technology. A screening health risk assessment will be conducted to identify the impacts of air pollutants generated during construction on sensitive receptors adjacent to the project site (as described in Task 3). The replacement and expansion of buildings on the project site could increase operational emissions. The number of employees on the project site and consequently traffic to the project site is not anticipated to increase.

Biological Resources. The biological resources section of the EIR will address the existing setting, which is characterized as a developed, suburban, and landscaped area. We will run a California Natural Diversity Database query to determine species with potential to occur in the area; however, given the developed and maintained nature of the site, we assume that none are found other than potential avian species. The Biological Resources section will summarize the results of the Arborist Report and the potential for avian species to occur and be impacted by the project construction and operation. Impacts to trees, including oaks and redwoods and avian species will be addressed. Mitigation will be defined to minimize effects.

Cultural and Tribal Cultural Resources. The cultural resources analysis will focus on the evaluation of the buildings and landscape on the project site as historic resources. The prehistoric and historic setting will be described. The impact assessment will address the potential for discovery of a previously unknown archaeological resource and standard mitigation will be included. The impact assessment will also summarize the findings of the HAER (as described in Task 3), including the eligibility of the existing buildings and complex for inclusion in the California Register of Historic Places. If found eligible, the impacts to the resource will be defined and mitigation prescribed. We assume that no redesign of the site would occur and that the preparation Overriding Considerations for a significant unavoidable impact would be an optional service if required. The requirements of AB 52 and the process followed will be included in the section (as described in Task 3).

Geology and Soils. The environmental setting will address the fault zones in the vicinity of the site and the geology and soils on the project site will be researched and reviewed to determine potential geologic hazards. The 1986 geotechnical report that was prepared for the Public Safety Headquarters will be reviewed and pertinent data incorporated into the setting. The analysis will look at impacts related to seismic hazards and soils hazards. Appropriate mitigation measures will be proposed to reduce impacts due to the geology and soils, including requiring further geotechnical evaluations.

Hazards and Hazardous Materials. Existing and prior uses on the project site may have included the use and/or accidental spill of hazardous materials which could have contaminated soil and groundwater. The results of the Phase 1 ESA (as described in Task 3) will be incorporated into the analysis. Recommendations identified by Northgate will be incorporated as mitigation measures, which may include further detailed investigation, soils remediation or special handling and disposal for soils contaminated from previous agricultural uses, etc.

Hydrology and Water Quality. The Master Plan could change the project site hydrology resulting in flooding or water quality impacts. Groundwater is expected to be deep in the project area. The environmental setting will describe the current surface drainage patterns in the area and the groundwater characteristics. Panorama will quantify the net change in impervious surfaces, based on the proposed Master Plan, to determine whether runoff would increase. Impacts to groundwater will also be assessed. Mitigation measures will be developed as applicable to ensure compliance with applicable water quality standards and City requirements. No hydrologic modeling is included. We assume that the buildings will be supplied with municipal water and there will be no dependence on groundwater.

Land Use and Planning. The Master Plan could include buildings which do not conform to existing zoning requirements, specifically taller buildings than permitted. If this occurs, the Master Plan could require variances or conditional use permits. The environmental setting will describe the existing land uses and allowed land uses. The impacts will evaluate the Master Plan's conformance with applicable provisions of the General Plan and Zoning Ordinances within the context of the CEQA Checklist.

Noise. The Master Plan would include demolition and construction adjacent to residences. The baseline noise environmental will be presented in the environmental setting, based on the results of the noise studies described in Task 3. The impact assessment will be presented in the EIR as described in Task 3.

Traffic and Transportation. The City will provide the TIA for the Master Plan, including Phase 1. The Master Plan has the potential to change on-site circulation and access to the project site. The TIA will provide information regarding potential traffic impacts on area streets and on- and off-site circulation. SmithGroupJJR will provide details regarding parking. The environmental setting will address the existing traffic patterns and parking on site. Impacts and recommendations from the TIA will be summarized in the EIR section. We assume that parking will be included for informational purposes only.

Utilities and Service Systems. The current utility needs, including electricity, wastewater, water, and telecommunications will be described. The impacts analysis will address both temporary and permanent changes in utility needs. A temporary increase in demand for water could occur during construction, due to the need for dust control water. Operational impacts are expected to be positive and less than significant. The project may include different methods to reduce the heating and lighting needs compared with baseline conditions, such as passive design or the inclusion of solar panels on the project site. Mitigation will be defined as needed.

Energy Resources. The environmental setting will provide information on energy resources in general. The impact assessment will address the impacts of demolition and construction, including a qualitative assessment of fuel used for demolition and creation of building materials. The impacts assessment will qualitatively address the impacts of energy savings through design features for the life of the new buildings. Mitigation will be defined, if needed.

Section 4. Alternatives to the Proposed Project

The alternatives section will address alternatives to the entire Master Plan as well as Phase 1 that would avoid significant effects and still meet the basic objectives of the Master Plan. CEQA requires identification of a No Project Alternative and an Environmentally Preferred Alternative as part of this analysis. We will prepare a list of alternatives considered but rejected by coordinating with the design team to understand options that they had considered. We assume that no more than three alternatives will be carried forward for analysis in the EIR. Alternatives could include, but are not limited to, an option that includes more renovation of existing buildings versus total rebuild, reduced scale of buildings, etc. The effects of the alternatives will be addressed in comparison to the proposed project. The alternatives will not be assessed at the same level of detail as the proposed project, in accordance with CEQA.

Section 5. Cumulative Impacts and Other CEQA Considerations

CEQA requires that an EIR discuss cumulative impacts of a project when the project's incremental effect is cumulatively considerable, as defined in 14 CCR Section 15130. Where a lead agency is examining a project with an incremental effect that is not "cumulatively considerable," a lead agency need not consider that effect significant, but shall briefly describe its basis for concluding that the incremental effect is not cumulatively considerable. Section 5 will address the cumulative impacts of the Master Plan when combined with a list of past, present, and probable future projects. The City will provide a list of approved and pending projects within 1 mile of the project site. Panorama will consult other applicable agencies to compile a cumulative project list.

Section 6. Report Preparation

The Report Preparation section of the EIR will list the preparers of the EIR, the public agencies that were consulted, and the members of the public involved in the EIR process.

Section 7. References

The References section will list the sources of information used in the preparation of the EIR.

Screencheck Draft EIR

Panorama will address and incorporate City comments on the Administrative Draft EIR and prepare the Screencheck Draft for City review. The Screencheck Draft will include the Mitigation Monitoring and Reporting Plan (MMRP) for the project. The MMRP will be included as an appendix. We assume no major changes will need to be made to the analysis, no new technical topics added to the EIR, and no new studies or modeling will be required based on comments from the City. We assume all comments will be provided electronically, compiled into one document, with track changes and comment bubbles from all reviewers. We assume the City will consolidate comments if multiple reviewers are involved. A Draft EIR briefing will be held with the Core Team prior to the release of the Draft EIR. One person from Panorama will attend.

Draft EIR

Panorama will incorporate City comments on the Screencheck Draft and produce an electronic copy of the Draft EIR for public review.

Public Review of the Draft EIR

We assume that the City will prepare the Notice of Availability, newspaper notices, the Notice of Completion, and will package and mail the EIR to any interested parties or agencies. Our scope does not include preparing any printed copies of the document or Executive Summary except for sending a copy of the EIR to the State Clearinghouse. We assume that the City will hold a public hearing on the Draft EIR, and that they will plan for and lead the meeting. Panorama will attend the public meeting, but will not prepare or lead it. We assume that the City will be responsible for all aspects of planning the public meeting, including providing notices and newspaper announcements, securing the venue, and providing the court recorder (if needed) and meeting materials, including the, comment cards, and informational handouts. We assume that the City Staff will prepare the presentation and lead/run the public meeting. Our scope only includes attending the meeting. We have included an optional task to address preparing and leading/running this meeting instead of the City.

Deliverables

- 1 electronic copy of the ADEIR
- 1 electronic copy of the Screencheck Draft EIR with tracked changes
- 1 electronic copy of the Draft EIR will be provided broken up by Chapter for ease of use on the City's website
- 1 collated electronic copy of the Draft EIR will be provided for ease of distribution

Assumptions

- Panorama will not provide printed copies of any deliverable, only electronic copies
- The City will conduct their review of each deliverable within 2 weeks
- The EIR will be focused on the key resource areas with potential for effects. Several topics with no impacts will be discussed briefly in the introduction to the environmental analysis and then not discussed any further in the EIR.
- We assume that no redesign of the site would occur and that preparation of Overriding Considerations for any significant unavoidable impacts are an optional service if required.

- No hydrologic modeling is included. We assume that the buildings will be supplied with municipal water and there will be no dependence on groundwater.
- We assume that no more than three alternatives will be carried forward for analysis in the EIR.
- The City will provide a list of approved and pending projects within 1 mile of the project site
- We assume no major changes will need to be made to the analysis, no new technical topics added to the EIR, and no new studies or modeling will be required based on comments from the City. We assume all comments will be provided electronically, compiled into one document, with track changes and comment bubbles from all reviewers. We assume the City will consolidate comments if multiple reviewers are involved.
- We assume that the City will be responsible for all aspects of planning the public meeting, including providing notices and newspaper announcements, securing the venue, and providing the court recorder (if needed) and meeting materials, including the, comment cards, and informational handouts.
- We would communicate with the City by email and phones as needed to understand and show that we have addressed comments.
- This task includes periodic calls with SmithGroupJJR to update on the project status. Scheduled project calls (such as weekly or biweekly) are not included. We assume that email updates will be provided
- This task also assumes periodic calls with City staff to discuss issues, provide updates on mitigation, etc.

Task 5: Prepare Final Program EIR

Description of Tasks

Overview

The Final EIR will consist of an Introduction, a list of agencies and entities that commented on the Draft EIR, Response to Comments, and Errata. The Introduction will summarize the proposed project and the environmental review process. The Comments and Responses section will include the comment letters followed by responses. This task does not include the preparation of the Findings and Overriding Considerations. We assume that the Findings and Overriding Considerations will not be required. We can prepare these documents as an optional task.

Prepare Response to Comments

Panorama will review comments received on the Draft EIR and prepare a list of commenters and their affiliation. Panorama will give each letter an alpha designation and each individual comment will receive an alpha-numeric designation. The comments will be reviewed to determine if any changes need to be made to the Draft EIR. Master responses will be prepared for multiple similar comments to avoid repetition (if warranted). Each substantive comment will receive a response.

Panorama will first prepare the first draft of the Response to Comments for City review. The responses will identify any changes to the EIR. Comments or questions from the City will be addressed by Panorama within 1 week. Panorama will submit a second draft of the Response to Comments for City review.

Prepare Administrative Final EIR

The Administrative Final EIR (AFEIR) will include the Introduction, Response to Comments (with City comments incorporated), and the Errata section. The Errata section will identify any necessary changes to the EIR. The Draft EIR will not be incorporated into the Final EIR.

Prepare Screencheck Final EIR

Panorama will incorporate City comments on the AFEIR and prepare a Screencheck Final EIR. We assume that the City will provide one consolidated set of comments in electronic format only including track changes and comment bubbles.

Prepare Final EIR

Panorama will incorporate comments on the Screencheck Final EIR and prepare the Final EIR.

Planning Commission Hearing on Final EIR

Panorama will attend the Planning Commission Hearing on the Final EIR. Panorama will attend the Planning Commission Hearing, but will not prepare a presentation. Panorama's Project Manager will be present to answer questions but we assume that City Staff will prepare and give the presentation of the project and CEQA process, if needed.

Deliverables

- 1 electronic copy of the first draft Response to Comments
- 1 electronic copy of the second draft Response to Comments
- 1 electronic copy of the AFEIR
- 1 electronic copy Screencheck Final EIR

Assumptions

- No more than 40 unique comments will be received and addressed. Each letter may have multiple unique comments, but the total number of comments will not exceed 40
- No new studies will be needed as a result of the comments
- No substantial changes to the EIR will occur as a result of the comments that would require recirculation, including no changes to the proposed project or design that would require recirculation.
- Panorama will not provide printed copies of any deliverable, only electronic copies
- The City will conduct their review of the first draft Response to Comments within 2 weeks
- The City will conduct their review of the second draft Response to Comments within 1 week
- The City will conduct their review of the other AFEIR sections (excluding Response to Comments) within 3 weeks
- The City will conduct their review of the Screencheck Final EIR within 2 weeks
- Panorama will prepare the CEQA Findings and the Overriding Considerations as an optional task.
- Panorama will not prepare or give a presentation at the Planning Commission Hearing on the Final EIR, but will only be present to answer questions, if they arise. Panorama assumes that the City Staff will present the project to the Commission.
- Panorama would communicate with the City by email and phones as needed to understand and show that we have addressed comments.

OPTIONAL TASKS

Optional Task 1: Public Meetings for CEQA Process

1A: Attend One of the Design Public Meetings

This optional task would include the addition of four hours of time for the Project Manager to attend the community meeting on the design options. The benefit would be for our team to pick up on environmental concerns that may be expressed in the context of the design, in order to ensure that those issues are addressed in the EIR.

1B: Prepare for and Lead the Public Hearing during Review of the EIR

This optional task includes Panorama taking a larger role in the public scoping meeting. Our proposed scope includes only attending the meeting, with the preparation and leading of the meeting to be performed by the City. Panorama can take over the role to prepare for and lead the public meeting, including:

- Securing the meeting venue
- Preparing all the meeting materials such as sign in sheets and brochures
- Attending a planning meeting with City staff to discuss and strategize for the meeting
- Preparing a presentation that goes through one round of review with the City
- Set up and break down the meeting
- Have two staff attend the meeting

1C: Assist the City Planner with Preparation for the Planning Commission Hearing including Preparation of and Giving a PowerPoint

This optional task would allow for greater involvement in the Planning Commission hearing for approval of the EIR. Our current scope addresses only attending the final meeting. This task would include a preparation meeting with the assigned City Planner, preparation of a PowerPoint Presentation and giving the presentation at the hearing.

Assumptions

- The design group would provide large-format graphics to be used at the public meetings
- The City would pay or reimburse any fees associated with securing a meeting location
- No refreshments will be provided at the meetings

Deliverables

- Public meeting materials
- Scoping report – one copy, no draft or final, electronic only

Optional Task 2: Notices and Mailings

Prepare Notices

Our current scope assumes that the City will prepare all notices except the NOP, which our team would prepare. This task includes preparation of the remaining notices.

- Notice of Completion for the NOP to be submitted to the State Clearinghouse
- Notice of Availability and Notice of Completion for the Draft EIR to be provided to the State Clearinghouse and County Clerk
- Newspaper notices for public hearings and the availability of the Draft EIR

Prepare Mailings

This task would include preparation of the mailings for the project, including:

- The NOP and NOC to the State Clearinghouse for the NOP
- The Notice of Availability and NOC to the State Clearinghouse for Draft EIR, including the Executive Summary of the Draft EIR with 15 copies printed and disks of the full document
- Direct mailings of the Draft EIR to neighboring properties in disk format or postcard with link to a website where the Draft EIR is available (we can host).
- Notice of Availability of the Final EIR
- Direct mailing of a disk or postcard to commenters and interested parties, with link to a website for the Final EIR.
- Notice of Determination provided within 5 days of the approval of the EIR to the State Clearinghouse

Assumptions

- No printed copies of the Draft and Final EIR are included
- Any fees would be paid by the City

Optional Task 3: Prepare Findings and Overriding Considerations

This task includes preparation of the Findings and Overriding Considerations document. The current scope assumes that this substantial document will be prepared by City staff. The Overriding Considerations would include, at least, the following:

- A summary of the project
- A summary of the environmental review process and public participation
- The environmental impacts facts and findings, including impacts that would be less than significant, that would be less than significant requiring mitigation, and that would be significant and unavoidable
- The project alternatives
- The statement of overriding considerations, including the project benefits

ASSUMPTIONS

- The City will provide a format or example of a previous Findings and Overriding Considerations document, if desired
- The City will comment on the draft document in 2 weeks and provide one consolidated set of comments in electronic format

DELIVERABLES

- A draft document in electronic format
- A final document in electronic format

Rutherford & Chekene – Structural Engineering

RFP Task #	RFP Task Description	Structural Scope	Deliverable
C1	Renovated Annex Building Building Floor Plan	Generate conceptual-level retrofit documentation that uses as basis the results of the seismic evaluation conducted per RFP Task C3.	11x17 sketches of plans or elevations
C3	Renovated Annex Building Seismic Upgrade	Conduct seismic evaluation (calculations, checklists, site visit, etc.) of existing building per reference national standard. If as-built drawings are not available, conduct up to four site visits to measure and record the most salient structural features of the building. The desired structural features to be recorded are those required for completion of the evaluation report. The number of site visits depends on the degree of access during non-business hours or degree of access to non-occupied areas during business hours. Deliverable: 11x17 sketches of plans and/or elevations.	Seismic evaluation report performed to a national standard including calculations and structural software, if any, documentation
H	Master Plan Report	Generate structural narrative portion of report	Structural narrative, appendices containing conceptual sketches

Exclusions

1. Attendance at any community meetings
2. Exclude a threat assessment evaluation
3. Any and all cost estimates of structural work

Assumptions

1. City Staff will provide information to the design team regarding items that may be needed including, but not limited, to the following items.
 - a. Provide renovation drawings (all disciplines) for the 1985 renovations performed on the Renovated Annex Building
 - b. Provide all existing Structural, Architectural, MEP, Civil, etc. drawings applicable to the different buildings.
 - c. Existing geotechnical information on the 25-acre campus
 - d. Information, if any, on the presence of soil contaminants in the 25-acre campus.
 - e. Number of legal parcels defining the 25-acre campus and their influence or lack of in the massing or separation of buildings.
 - f. Survey of existing utilities in the 25-acre campus

Potential Additional Structural Scope of Work

RFP Task #	RFP Task Description	Structural Scope
	Optional Structural Scope A	
A1	New City Hall Architectural Concepts	Evaluate up to three architectural concepts and provide qualitative input as to their structural systems.
A2	New City Hall Building Floor Plan	Provide preliminary structural framing plans per Article II.A.2 of Attachment A of the RFP
A5	New City Hall Construction Sequencing Plan	Participate in one 4-hour meetings to provide structural input regarding relationship between new construction and existing buildings, demolition, excavation, etc.
	Optional Structural Scope B	
B1	Public Safety Headquarters Building Addition Feasibility Study	Evaluate three options for 5,300 sq. ft. addition (6,900 sq. ft. including fire prevention staff) and provide qualitative input as to their structural feasibility. Generate a matrix of pros and cons of the three options.
	Optional Structural Scope C	
C5	Renovated Annex Building Sustainable Design Features	Evaluate sustainable design features such as roof PV panels and provide qualitative input as to structural implications, if any.
D1	Site Master Plan Building Location Alternatives	Participate in one 3-hour meetings to propose, consider, and evaluate for structural implications the potential location of future new buildings.
D3	Site Master Plan Parking Alternatives Study	If the option of basement parking for the New City Hall is proposed, the scope would entail preparing a conceptual layout of the basement major structural elements. All other scope of services requested in the RFP is to be provided by Watry, the parking consultant.
D4	Site Master Plan Open Space Plan	Provide conceptual-level structural input regarding the potential open space amenities that may be considered such as bio-retention walls, elevated foot paths, windscreens, art walls, canopies, benches, ramps, curbs, and guardrails.

Watry Design – Traffic and Parking

Our work would focus on the Parking Alternatives Study portion of the master plan. The existing Civic Center Campus has 952 parking spaces spread among ten different parking areas. As part of this project we will calculate required parking demand for our teams new master plan concept, provide concept designs of parking facilities needed to provide the parking demand and collaborate with the team on determining the most appropriate location for these facilities based on the buildings they are serving. In addition we will consult on and provide recommendations regarding sustainable design features, and life cycle cost of parking facilities.

The scope of this work includes:

Tasks:

1. Provide a Parking Alternatives Study (now 952 spaces) that is needed to project future parking needs and evaluate alternatives.
2. Evaluate a full range of parking types: below grade, surface, parking structures, parking under buildings and automated stacked parking options.
3. Prepare conceptual layouts to scale for draft site plans.
4. Recommend what parking facilities should be in Phase 1.
5. Recommend parking quantity required for final Master Plan.
6. Review Cumming costs on parking options by type.
7. Provide information for “Open City Hall” surveys as needed.

Meetings:

1. Two Community Meetings
2. Three Client Meetings
3. One Meeting at SmithGroupJJR’s Office
4. Three WebEx Meetings

PROFESSIONAL SERVICES FEE

The City shall compensate **SmithGroupJJR** for the scope of services outlined above on **Time and Materials basis Not to Exceed Amount of One Million One Hundred Forty Six Thousand Seven Hundred Sixty Two US Dollars (\$1,146,762)**.

REIMBURSABLE EXPENSES

Reimbursable Expenses (also known as “Materials” as stated above, or ODCs per the Attachment C) can be any of the following that are for meetings, and focused on the betterment of the project. SmithGroupJJR will not issue backup receipts of these expenses during the invoice process, but will collect them both internally and externally as backup—which is a part of our management system.

1. Any travel expenses related to this project. Reimbursement for car mileage is the standard mileage allowance determined by the Internal Revenue Service. The current mileage rate is \$.535 per mile; or rental car and associated gas fees per rental contract.
2. Food and Drink during overtime work, as well as when SmithGroupJJR or its subconsultants are traveling to or from Sunnyvale, especially if over breakfast, lunch, or dinner, as necessary or required to meet with the City.
3. Printing and/or reproduction of presentation materials, sketches, drawings, specifications, reports and other project related documents, either electronically or in hard copy;
4. Long distance telephone and facsimile charges, postage, express charges and other similar items;
5. Models, renderings, photography and other special presentation material for other than the Architect's own use;
6. Regulatory Agency review fees; and
7. Employment of, with client's prior approval, special consultants other than those listed in this proposal.

Compensation for these reimbursable expenses will include a 5% management fee.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroupJJR (if given verbally), and the work will commence upon **The City's** approval of an estimated fee for that effort or, if not agreed otherwise, **The City** shall reimburse SmithGroupJJR on an hourly basis of SmithGroupJJR's project staff actively engaged for all man hours worked on the project.

Explanatory Notes:

1. Project Managers are billed at their classification rate.
2. The term "Architect" is used for billing purposes only, to indicate that the individual is in the Architectural Discipline and may or may not be a licensed architect within your state.
3. Rates may be adjusted annually for SmithGroupJJR, and be effective January 1, of each year. Each subconsultant may have another date for this effect to take place per their organization, and will be updated during the time of the Additional Service request if it has changed.

SmithGroupJJR

	<u>Hourly Rates</u>
Senior Vice President	\$325
Vice President	\$315
Principal	\$275
Architect V	\$255
Architect IV	\$215
Architect III	\$175
Architect II	\$130
Architect I	\$105
Intern	\$75
BIM Technologist	\$260
Specification Writer	\$215
Visualization Specialist	\$160
Technical / Administrative	\$150
Construction Administrative Coordinator	\$125
Clerical	\$95

Atelier Ten—Sustainability

	<u>Hourly Rates</u>
Director	\$300
Associate Director	\$275
Associate	\$220
Senior Designer	\$185
Designer	\$140
Design Staff	\$120

BKF—Civil Engineering

PROFESSIONAL PERSONNEL SERVICE FEES

JANUARY 1, 2017 - DECEMBER 31, 2017

PERSONNEL**HOURLY RATES****ENGINEERING**

Senior Associate	\$206
Associate	\$200
Project Manager	\$190 - \$196
Engineer IV	\$176
Engineer I, II, III	\$124 - \$142 - \$162
Engineering Assistant	\$77
Junior Engineer	\$65

PLANNING

Planner I, II, III	\$124 - \$142 - \$162
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SURVEYING

Senior Associate	\$206
Associate	\$200
Project Manager	\$190 - \$196
Surveyor I, II, III, IV	\$124 - \$142 - \$162 - \$176
Survey Party Chief	\$164
Survey Chainman	\$106
Apprentice I, II, III, IV	\$65 - \$87 - \$96 - \$102
Instrumentman	\$141
Surveying Assistant	\$77
Junior Surveyor	\$65
Utility Locating Superintendent	\$165
Utility Locator I, II, III	\$85 - \$120 - \$145
BIM Specialist I, II, III	\$124 - \$142 - \$162

DESIGN AND DRAFTING

Technician I, II, III	\$119 - \$127 - \$139
Drafter I, II, III, IV	\$93 - \$103 - \$111 - \$123

CONSTRUCTION ADMINISTRATION/QSP-QSD

Senior Construction Administrator	\$185
Resident Engineer	\$137
Field Engineer I, II, III	\$124 - \$142 - \$162

SERVICES AND EXPENSES

Project Assistant	\$77
Clerical/Administrative Assistant	\$65
Delivery Services	\$35

Cumming—Cost Estimation

	Hourly Rates
Sr. Vice President / Regional Vice President	\$235
Director of Cost Management	\$195
Associate Director	\$185
Senior Cost Manager	\$175
Cost Manager	\$160
Cost Management / Technician / Coordinator	\$115

Hort Science—Arborist

	Hourly Rates
Principal	\$185
Consultant	\$160
Environmental Analyst	\$140
Arborist	\$120
GIS/CAD specialist	\$120
Clerk	\$60

PAE Engineers – Mechanical, Electrical, and Plumbing Engineering

Labor Category	Hourly Rate
Principal	\$310
Associate Principal	\$285
Senior Associate	\$250
Associate	\$225
Senior Engineer/Senior Designer	\$200
Lead Engineer/Lead Designer	\$185
Project Engineer/Project Designer	\$165
Staff Engineer/Designer	\$150
Engineer/Designer	\$130
CAD/BIM Operator	\$120
Graphics Designer	\$120
Project Coordinator	\$110

Panorama Environmental – CEQA

Staff	Position	Project Hourly Rates
Tania Treis	Principal	\$190
Susanne Heim	Director of Environmental Services	\$180
Jeremy Krout	Principal Planner	\$170
Various	Senior Planner	\$155
Caitlin Gilleran	Project Manager	\$135
Kelly Beggs, various	Environmental Planner	\$120
Sean Pagnon, various	Environmental Analyst	\$100
Corey Fong	GIS/Cartography	\$120
Geoff Hornek	Noise/Air Specialist	\$125
Dave Jorns	Production/Admin	\$110

Watry—Parking & Circulation

Title	Rate
Principal	\$ 275
Associate Principal	\$ 225
Senior Project Manager	\$ 200
Project Manager	\$ 190
Assistant Project Manager	\$ 180
Senior Project Engineer	\$ 190
Project Engineer	\$ 180
Assistant Project Engineer	\$ 170
Senior Project Architect	\$ 190
Project Architect	\$ 180
Assistant Project Architect	\$ 170
Senior Job Captain	\$ 180
Job Captain	\$ 170
Senior Designer	\$ 160
Staff Designer	\$ 150
Project Administrator	\$ 125
Administrator	\$ 115
Condition Assessment	\$ 300
Legal Expert	\$ 415
Deposition	\$ 515
Litigation	\$ 620

Rutherford + Checkene—Structural Engineering

2016 Hourly Rates-subject to change July 1, 2017 each year

Executive Principals	\$215 - \$255
Principals	\$198 - \$215
Senior Engineers	\$135 - \$198
Design Engineers	\$105 - \$135
Revit / CAD Specialists	\$108 - \$160

CITY OF SUNNYVALE CIVIC CENTER MODERNIZATION PROJECT MASTER PLAN SCHEDULE

This time line excludes additional client review, other than stated in the RFP. Note, some dates are subject to potential change or omitted.

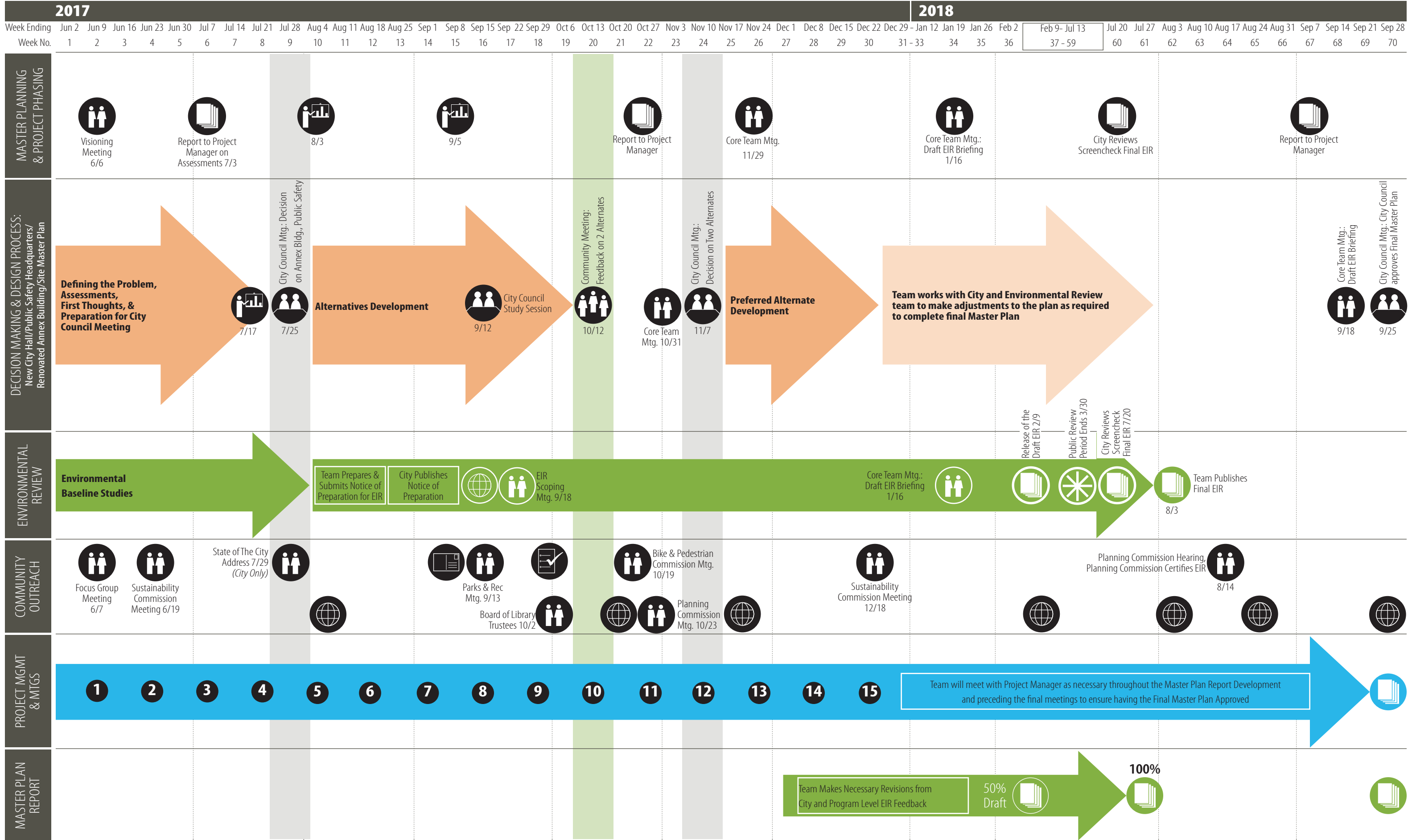


EXHIBIT B

Tasks		SmithGroupJJR												Subconsultants								ODCs	Total		
Task #	Task Description (Change task titles as detailed in the scope of work)	PIC	Project Manager	Sustainability	Urban Planner	Landscape Architect	Landscape Designer	Lead Designer	Architect	Arch Support City Hall	Arch Support Annex / DSH	Admin	Total Hours	Total Labor Costs	Sustainability	Civil	Cost Estimates	Arborist	MEP	EIR \ Enviro	Struct	Parking	Other Direct Costs	Total Fee	
		Juhee Cho	Todd Kohli	Kim Swanson	Michael Johnson	Mike Faulkner	Tasha Wenderlinch	Mark Roddy	Arch III	Arch I	Arch I	Susan Amil			Atelier Ten	BKF	Cumming	Hort Science	PAE	Panorama	R + C	Watry			
		\$285	\$245	\$175	\$175	\$120	\$95	\$275	\$160	\$95	\$95	\$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	Fee/Hr or LS	Fee/Hr or LS			Fee/Hr or LS
I	Master Planning & Project Phasing	9.0	18.0		8.0	40.0	60.0						135.0	\$18,875.00			\$18,180								\$37,055
II	Professional Services		40.0									24.0	64.0	\$11,960.00											\$11,960
A	New City Hall																\$22,430								\$22,430
1	Architectural Concepts	22.0	8.0					45.0	120.0	180.0			375.0	\$56,905.00											\$56,905
2	Building Floor Plan	12.0	8.0					32.0	120.0	180.0			352.0	\$50,480.00											\$50,480
3	Preliminary Landscape Plan	4.0	8.0			60.0	40.0	20.0	40.0	80.0			252.0	\$33,600.00											\$33,600
4	Sustainable Design Features			30.0				20.0	24.0	16.0			90.0	\$16,110.00	\$2,500										\$18,610
5	Construction Sequencing Plan		21.0									24.0	61.0	\$9,865.00											\$9,865
B	Public Safety Headquarters																								
1	Building Addition Feasibility Study	8.0	4.0					20.0	130.0				302.0	\$42,860.00			Included Above								\$42,860
C	Renovated Annex Building																								
1	Building Floor Plan	12.0						32.0	120.0				212.0	\$35,980.00											\$38,230
2	Building System Assessment								26.0				60.0	\$7,390.00					\$20,000			\$20,025			\$47,415
3	Seismic Upgrade								8.0				16.0	\$2,040.00								\$9,380			\$11,420
4	Exterior Finishes	6.0						16.0	40.0				110.0	\$17,070.00											\$17,070
5	Sustainable Design Features			17.0					16.0			16.0	73.0	\$9,255.00	\$7,500										\$16,755
D	Site Master Plan																								
1	Building Location Alternatives	8.0	54.0		24.0	30.0	80.0	30.0				16.0	242.0	\$40,600.00			Included Above								\$40,600
2	Circulation Study	2.0	15.0		8.0	32.0	40.0						97.0	\$13,285.00											\$13,285
3	Parking Alternatives Study	2.0	15.0		8.0	24.0	24.0						73.0	\$10,805.00								\$30,000			\$40,805
4	Open Space Plan	2.0	15.0		8.0	40.0	88.0						153.0	\$18,805.00											\$18,805
5	Sustainable Design Features			24.0		2.0		20.0				8.0	54.0	\$10,660.00	\$35,000								\$700		\$46,360
6	Land Survey		4.0										4.0	\$980.00		\$49,290							\$1,000		\$51,270
E	Environmental Review		32.0										32.0	\$7,840.00	\$1,500					\$174,145			\$1,928		\$185,413
F	Community Outreach	40.0	130.0	24.0	80.0		24.0	50.0				10.0	358.0	\$78,380.00	\$1,420										\$79,800
G	Project Management and Meetings	32.0	150.0	20.0	20.0		20.0			24.0		10.0	276.0	\$57,950.00	\$6,240			\$5,000					\$500		\$69,690
H	Master Plan Report	8.0	88.0				240.0					60.5	396.5	\$52,085.00	\$12,500			\$16,000			\$2,025				\$82,610
I	Reimbursable																						\$38,500		
K	5% Management Mark-up on Sub-consultants																						\$22,569		
L	Digital Model of City Hall - 2 concepts		4.0					8.0	30.0	24.0			66.0	\$10,260.00											
M	Digital Site Renderings of Phase 1 and at Completion		4.0			8.0	24.0	8.0	16.0	16.0			76.0	\$10,500.00											
N	City Hall Net Zero Evaluation		4.0	8.0									12.0	\$2,380.00	\$16,000										
O	5% Management Mark-up on ODCs																						\$3,260		
	Proposal Subtotal	167.0	622.0	123.0	156.0	236.0	640.0	301.0	706.0	520.0	302.0	168.5	3941.5	\$626,920	\$82,660	\$49,290	\$40,610	\$21,000	\$20,000	\$174,145	\$33,680	\$30,000	\$68,457	\$1,146,762	
	Optional Services																								
A	Physical Model of Phase 1 and at Completion													\$25,000											\$25,000
B	Innovative Stand Alone Website													\$15,000											\$15,000
C	Additional Survey Gizmo (per survey)													\$1,600											\$1,600
D	Additional Community Meeting													\$10,960											\$10,960
	Total Optional Services	0	0	0	0	0	0	0	0	0	0	0	0	\$52,560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,560
	Total Including Optional Services	167	622	123	156	236	640	301	706	520	302	169	3,942	\$679,480	\$82,660	\$49,290	\$40,610	\$21,000	\$20,000	\$174,145	\$33,680	\$30,000	\$68,457	\$1,199,322	

EXHIBIT "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

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

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** policy shall 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.