

## RESPONSES TO COUNCIL QUESTIONS RE: 2/24/15 AGENDA

### CONSENT CALENDAR:

#### Item 1.C.

Is this a design-only contract or design-and-build?

**Staff Response:** The contract is for project design and to provide construction support services during construction. The construction contract will be bid and awarded independently after completion of design.

Please provide a copy of Exhibit "A", Scope of Work.

**Staff Response:** The scope of work is Attachment A of the attached RFP.

What is the timeline for completion of the contract?

**Staff Response:** Design is anticipated to take approximately 8 months. However, since the consultant will also be providing construction support services, their contract will end when the City accepts the final construction improvements.

Where do the parks in question fit into our 20-year master park plan? Are they up for major work in the next few years?

**Staff Response:** Major park renovations for the parks in question are in the "back-10" years of the 20-year budget and proposed to be scheduled as follows:

- Washington: design in FY 34/35, construction following (outside of the 20-year budget)
- Raynor: design in FY 26/27, construction in FY 27/28
- DeAnza: design in FY 27/28, construction in FY 28/29
- Ponderosa: design in FY 29/30, construction in FY 30/31

There is also the Washington Pool Expansion project. Design for Washington Pool is currently scheduled for FY 15/16 and FY 16/17, with construction following in FY 17/18 and FY 18/19. The expansion is anticipated to primarily occur to the south and west of the existing pool site and not affect the existing recreation building.

### PUBLIC HEARING/GENERAL BUSINESS:

#### Item #2

What percentage of Sunnyvale's sales tax revenue comes from El Camino Real? If it is readily available, the approximate percentage of the City of Santa Clara's sales tax revenue from El Camino Real and separately from Stevens Creek Boulevard would also be helpful.

**Staff Response:** The percentage varies slightly quarter to quarter, but approximately 25% of Sunnyvale's sales tax revenues comes from El Camino Real. We do not know the percentage for the City of Santa Clara. Staff currently has a call in to Santa Clara and will provide that information if it becomes available.

### **Item #3**

How does the Core Team differ from the Project Management Team, such as roles and membership?

**Staff Response:** Membership of the Core Team currently includes the City's: City Manager, two Assistant City Managers, Director of Library and Community Services, and Communications Officer. The Core Team will provide overall direction for the project, review draft deliverables, and ensure materials for City Council and community meetings are clear and complete.

**Membership of the Project Management Team will include the City's Project Manager (Assistant City Manager, Kent Steffens) and other directors and senior staff depending on meeting topic. Its role will include providing technical input on project deliverables and expertise on City programs and service delivery.**

When in the process do we get input from Public Safety, such as success criteria and need assessment? When is input provided on the overall needs of city staff? The process map has specific bubbles for library and open space, but it is not clear where Public Safety and general staff requirements are considered.

**Staff Response:** During Phase 1 of the Community Engagement Plan internal meetings will be held with all City departments to understand how services are provided to the public and what their space needs are. Deliverables for the project include a "Needs Assessment" and "Space Needs Program" that will include input from City departments.

Item 2.1 refers to the "Library Commission". It should be "Board of Library Trustees" or just "Library Trustees."

**Staff Response:** Correction noted.

Also, I saw no mention in the RTC of the quarterly report as an engagement outlet.

**Staff Response:** The City's Quarterly Report will continue to be used as a communications tool for the project. Staff is in the process of developing a communications plan for the project that will identify the Quarterly Report and other ways of getting the word out about the project and ways for the community to engage on the project.



## **CITY OF SUNNYVALE, CALIFORNIA**

**REQUEST FOR PROPOSALS NO. F15-29**

**FOR**

**PARK BUILDINGS – REHABILITATION  
AT WASHINGTON, RAYNOR, DE ANZA AND PONDEROSA PARKS**

**PUBLIC WORKS PROJECT NO. PR-14/08-15**

**November 3, 2014**

**PROPOSALS DUE:  
WEDNESDAY DECEMBER 3, 2014 at 3:00PM**

**In the Purchasing Division  
Sunnyvale City Hall Annex  
650 West Olive Avenue  
PO Box 3707  
Sunnyvale, CA 94088-3707**

**BUYER: Dave Gakle  
(408) 730-7403  
dgakle@sunnyvale.ca.gov**

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**A. INVITATION**

The City of Sunnyvale is seeking proposals from licensed architectural/engineering firms to provide professional services for design and preparation of bid documents and construction support for the Park Buildings Rehabilitation at Washington, Raynor, De Anza and Ponderosa Parks. The scope of work generally includes preparation of public meeting documents, preliminary design, detailed design development, bid documents and bidding/construction support for Public Works competitive bidding. Ancillary work includes: construction cost estimating, schedule monitoring, preparation of reports and recommendations, project management, community outreach, and attending community meetings.

**B. BACKGROUND**

**A. Project Information**

The intent of this project is to bring the park buildings into compliance with current federal, state and local laws, regulations, codes and rules; improve functionality and accessibility for all users; and increase building aesthetics. The selected consultant shall incorporate “green” building/construction practices, sustainability, energy efficiency, and low operational and maintenance costs into their recommendations and design. The selected consultant shall consider public safety and the use of gang “colors” or symbols. The selected consultant shall also prepare “as-built” record drawings after construction, based on plans marked up by the general contractor and City inspector.

**B. Project Location**

Washington Park is located at 840 West Washington Avenue, between Pastoria Avenue and Sunset Avenue, west of Sunnyvale’s downtown area. Surrounding uses include an elementary school to the south and residential uses to the north, east, and west. This park is approximately 11 acres and consists of tennis courts, basketball courts, a swimming pool, recreation building, softball field, play areas, concession area, and auxiliary restrooms.

Raynor Park is located at 1565 Quail Avenue, between Dunford Way and Gloucester Court in the south-eastern portion of Sunnyvale. Surrounding uses include an elementary school bordering on the north and residential uses on the west, south, and east. This park is approximately 14 acres and consists of a play area, recreation building, field, and softball field.

De Anza Park is located at 1150 Lime Drive, at the intersection of Rockefeller Drive and Lime Drive in the western portion of Sunnyvale. Surrounding uses include an elementary school to the south and residential uses to the west, north, and east. This park is approximately 9 acres and consists of play areas, softball field, recreation building, field, and auxiliary restrooms.

Ponderosa Park is located at 811 Henderson Avenue, at the intersection of Iris Avenue and Henderson Avenue in the western portion of Sunnyvale. Surrounding uses include an elementary school bordering on the south-west and residential uses to the north and east. This park is approximately 9 acres and consists of tennis courts, basketball courts, softball field, recreation building, field, and play areas.

### **C. Existing Conditions**

The current Washington Park recreation building is a single story structure; framing is engineered wood paneling. It is approximately 5,712 square feet. The rooms include a kitchen, hallways, meeting/recreation rooms, storage rooms, and one set of restrooms. The Washington Park Jelcick Field restrooms are housed in a single story concrete masonry unit structure. The women's and men's restrooms are open for users of the field; hours vary for each event. The women's restroom is approximately 130 square feet and the men's restroom is approximately 185 square feet. These restrooms are only open to the public during softball games.

The current Raynor Park recreation building is a single story wood frame structure, with a wood and rock exterior finish; it is approximately 1,290 square feet. The rooms include a meeting/recreation room, a kitchenette, and a storage room.

The current De Anza Park recreation building is a single story concrete and brick structure; it is approximately 4,176 square feet. The rooms include meeting/recreation rooms, one set of restrooms, and storage/supply rooms. The current De Anza Park auxiliary restroom building is a single story concrete masonry unit structure, which also houses a Park office. The restrooms are approximately 100 SF. These restrooms are open to the public during normal park operating hours. No improvements are anticipated for the Park office.

The current Ponderosa Park recreation building is a single story wood frame structure, with a rock exterior finish; it is approximately 3,750 square feet. The rooms include a meeting/recreation room, one set of restrooms, a ticket office/hall, kitchenette, electrical room, and storage/supply room. The restrooms may be accessed from the interior and exterior of the recreation building; they are open to the public, from the exterior of the recreation building, during normal park operating hours.

All sites are actively and passively used City-owned parks. Tables B and C in the Detailed Scope of Work section outline additional existing features at each facility.

## **C. PROJECT DESCRIPTION**

### **Scope of Work**

This project is to renovate the existing recreation buildings at Washington, Raynor, De Anza, and Ponderosa Parks and the auxiliary restrooms at Washington Park's Jelcick Field and De Anza Park. The design shall address renovations to the existing electrical, telecommunications, fire, and security systems; remodeling of facility interior elements (flooring, windows, doors, walls, lighting, restrooms, and kitchen/kitchenettes); inspections of and renovations to the plumbing, roofing, and aesthetics of the facilities; other work as necessary for a complete, operational Project. Although extensive building demolition is not anticipated, minor/localized interior demolition is anticipated. Structural work is anticipated in evaluating glulam beams at Raynor Park.

Attachments 1-6 in the attached Detailed Scope of Work show the recreation facility layouts and typical room usage. The consultant shall evaluate existing conditions and design the facility renovations to improve functionality for the end user in mind: non-profit organizations, city staff, and the general public.

The consultant's scope of work shall include all items listed in Table A and the "Additional Improvements" section in the Detailed Scope of Work. The consultant will be tasked with evaluating the listed items and shall provide recommendations for items to be removed or added during the Project's preliminary design phase. Recommendations shall be sensitive to time and budget constraints.

**Please see Attachment A for Detailed Scope of Work.**

**D. PROPOSAL CONTENT**

The City discourages overly lengthy proposals. The proposal shall be limited to a maximum of 10 pages of double sided 8.5" X 11" paper (20 printed pages total) for items 5 and 6 below. The proposed Project Management Team, Schedule and Project Pricing are excluded from the page limit and may be printed on 11" X 17" paper if required. The proposal shall be bound and organized with 9 tabs, numbered 1-9. Each tab should correlate to the numbered items below. Cost proposals shall be submitted in a separately sealed envelope per the instructions below. Failure to follow these instructions and provide all the requested information may result in proposal disqualification. The proposer shall provide at a minimum:

1. Business Contacts - A complete name, business address, and telephone number and the name, mailing address, and telephone number of the person the City should contact regarding the proposal, as well as the location of the local office(s) where work will be carried out.
2. Business Organization - A description of the proposer's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability and financial strength of the organization.
3. Disclosure(s) - A complete disclosure of any prior or ongoing incidents as to which it is alleged that proposer has defaulted or failed to perform which has led the other party to terminate the contract. Identify the parties involved and the circumstances of the default or termination. Also describe any civil or criminal litigation or investigation pending which involves proposer or in which proposer has been judged guilty or liable.
4. Proposed Project Management Team – The proposer's key team members shall be identified. Key program roles and functions and associated key personnel shall be identified. A proposed functional organization diagram shall be included. The organizational chart should demonstrate the depth of resources, and reporting relationships.

Subconsultants – A list of names and addresses of all subconsultants to be utilized in the completion of the services, including a description of how each subconsultant will be managed and utilized. This section should include a background summary of each subconsultant including corporate qualifications, commitment, strength and technical capabilities to fulfill all services specified and required and successfully accomplish the work. Provide a brief statement of qualifications for each subconsultant, including experience with similar projects.

5. Proposer's Experience and References – Clearly demonstrate that the proposer meets all the qualification requirements for this Request for Proposals, including corporate qualifications, commitment strength and technical capabilities to fulfill all services specified and required to successfully accomplish the work. Provide at least three (3) references for whom the proposer has performed similar services of a similar scope within the past five years. Include the organization name and address, the name and telephone number of a contact person, and a brief description of the services performed by the proposer.

Key/Lead Team Members Experience - Identify the proposer's key personnel who will provide the services outlined in this scope of work and provide a description of their responsibilities. Include any unique qualifications of the Project Manager (individual responsible for day-to-day management of the program) and how long this individual has worked with the proposed project team (staff and subconsultants). Proposers shall include a work history of key personnel, including descriptions of similar programs/projects worked on (within the last 10 years), dates and costs (design estimate, construction estimate, final design cost, final construction cost) of the programs/projects and duties performed by the individuals. The key personnel identified shall be dedicated to the project for its entire duration. The City, at its discretion, may allow substitutions in the event the employee leaves the firm or is otherwise unable to perform job duties. Also include the depth of the team's experience and individual experience within the team for similar programs/projects with similar budgets. Team member's experience should include large, complex public facilities projects and also experience in Public Works competitive bidding environments.

6. Project Overview and Approach – Provide a narrative description of the project that includes a brief overview of the project's principal elements and challenges; demonstrates and understanding of the project's objectives; and describes the approach to accomplish the required scope of services. Include the proposer's approach to the attached Scope of work, including procedures, methodologies, measures of effectiveness, organization and scheduling of tasks to be performed as well as a statement outlining the anticipated involvement of City staff. Proposers should also include their understanding and comprehension of project requirements and goals, including the ability to study methodologies to achieve results that are useful, informative and understandable for engineers and the general public, and a discussion of the potential CEQA determinations for the project.
7. Project Schedule – Proposals should include a detailed project schedule showing the tasks and milestones required to address all the improvements identified in the Detailed Scope of Work. Include what mechanisms and techniques will be utilized to assure schedules are monitored and met. Also provide a list showing the workload of key personnel and how much time will be allocated for each of them on this project.
8. Contract Acceptance - Proposer must indicate their willingness to execute the attached sample Consultant Services Agreement and must submit any proposed changes to the Agreement along with an explanation of the request as part of their response to this Request for Proposals. The City reserves the sole right to accept, reject or modify any proposed changes to the Agreement. The City shall not consider



any proposed revisions to the Agreement received after the due date for receipt of proposals.

9. Signatures - The signature(s) of the company officer(s) empowered to bind the firm, with the title of each (e.g., president, general partner).

### **Project Cost Proposal**

A cost proposal shall be submitted in a separate, sealed envelope. A detailed cost breakdown of all hourly rates shall be provided and all the items included in the rate shall be clearly identified and broken down as shown in Attachment C (Sample Cost Format). The City anticipates that hourly rates would include office expenses, administrative costs, and routine expenses such as local mileage, fax, telephone, cell phone, copying, software and computer usage, etc. If there are any items not included in the hourly rates that the proposer expects compensation for, then these shall be identified as well as the proposed cost or rate for each item. Pricing will be separately evaluated.

Optional services (design of electric shade blinds for the Ponderosa Park multi-purpose room) as identified on page 24 shall be listed as a separate line item in the cost proposal.

## **E. EVALUATION OF PROPOSALS**

Written proposals will be evaluated by a team of City staff, with points being assigned based upon the following criteria.

Item

<u>Item</u>	<u>Criteria</u>	<u>Content Item</u>	<u>Possible Points</u>
1.	Qualifications and Experience	4-5	50
2.	Programmatic Approach	6	50
	<b>TOTAL POINTS</b>		<b>100</b>

Following evaluation of the written proposals, the top ranked consultant teams may be invited for presentations and interviews. Consultants will be given at least one week notification of the interview date. After the interview process, the evaluation committee will again rank the consultants, and the most qualified consultant teams will be identified. Negotiations will then commence with the top proposer(s).

### **Evaluation of Cost Proposals and Financial Position**

Cost proposals will be separately considered, subsequent to evaluation of the written proposals. The Cost proposal submitted as part of this RFP shall be based exactly on the scope of work outlined in the Detailed Scope of Work (Attachment A) of this RFP.

**No markups shall be allowed on reimbursable expenses and the maximum markup on each subconsultant shall be 5%.**

Top-rated proposers may be required to submit evidence of financial stability.

**F. SELECTION PROCESS**

The City's Purchasing Officer will recommend to the Sunnyvale City Council the firm selected by the evaluation team. The City Council's acceptance of the proposal will be evidenced by a written Notice of Award from the City's Purchasing Division delivered to the selected consultant.

**G. CONTRACT AND OTHER REQUIRED DOCUMENTS**

Within ten calendar days of the date of issuance by the Purchasing Division of the Notice of Award, the selected consultant shall submit the following documents to the Purchasing Division:

1. A Consultant Services Agreement executed in duplicate by the selected consultant. (A sample agreement is attached to this Request for Proposals, and its terms and conditions are incorporated by reference).
2. Evidence of the required insurance coverage.
3. A Sunnyvale business license application and fee if consultant does not already possess such license.
4. A completed Internal Revenue Form W-9.

The Agreement between City and Consultant contains indemnification provisions that require the Consultant to indemnify and hold harmless the City against liability as permitted by law.

Failure of the selected consultant to make a timely submission to the Purchasing Division may result in a rescission of acceptance of the proposal by the City and in award of contract to another proposer.

**H. SUNNYVALE BUSINESS LICENSE**

The successful proposer must either possess a current, valid Sunnyvale business license or must have submitted a Sunnyvale business license application and fee at the time of contract award.

**I. INVOICING REQUIREMENTS**

The successful proposer shall submit monthly invoices, preferably in electronic summary and detail format, accompanied with a description of the work accomplished and an update of the project schedule. Schedule updates must include a description of all changes to the schedule, reasons for the change, and mitigation measures when necessary to bring the project back to the baseline schedule.

**J. DISCLAIMERS**

This Request for Proposal does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this Request.

The City reserves the right to accept or reject any or all proposals received, to negotiate with qualified proposers or to cancel the Request.

The City may require proposer to submit additional data or information the City deems necessary to substantiate the costs presented by the proposer. The City may also require proposer to revise one or more elements of its proposal in accordance with contract negotiations.

The City reserves the right to evaluate proposals for a period of sixty days before deciding which proposal, if any, to accept.

**K. DEADLINE FOR SUBMISSION OF PROPOSALS**

Proposer shall submit one original, five hard copies and one digital copy of its proposal in a sealed envelope along with a sealed cost proposal to:

Purchasing Division  
City of Sunnyvale  
650 West Olive Avenue  
PO Box 3707  
Sunnyvale, CA 94088-3707

All copies should be printed double-sided on paper with a minimum 30% post-consumer recycled content. To be considered, proposals must be received at the address in the above paragraph by the deadline shown in this RFP. Late proposals will not be considered.

**L. CONTACT PERSON**

Inquiries relating to this Request for Proposals and/or the required services should be directed to:

David Gakle, Principal Buyer  
Purchasing Division  
Telephone: (408) 730-7403  
Fax: (408) 730-7710  
[dgakle@sunnyvale.ca.gov](mailto:dgakle@sunnyvale.ca.gov)

Contact with other City employees during the proposal process is expressly prohibited without prior written consent of the City's Purchasing Officer. Proposers who directly contact City employees risk elimination of their proposals from consideration.

**ATTACHMENT A**  
**DETAILED SCOPE OF WORK FOR**  
**Park Buildings - Rehabilitation**  
**Washington, Raynor, De Anza, and Ponderosa Parks Project**  
**PR-14/08-15**

**I. General**

The City of Sunnyvale is seeking proposals from licensed Architect/Engineering firms to provide professional services for design and preparation of bid documents and construction support for the Park Buildings Rehabilitation at Washington, Raynor, De Anza, and Ponderosa Parks. The scope of work generally includes preparation of public meetings documents, preliminary design, detail design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: construction cost estimating, schedule monitoring, preparation of reports and recommendations, project management, community outreach, and attending community meetings.

The intent of the Project is to bring the park buildings into compliance with current federal, state, and local laws, regulations, codes, and rules; improve functionality and accessibility for all users; and increase building aesthetics. The Consultant shall incorporate “green” building/construction practices, sustainability, energy efficiency, and low operational and maintenance costs into their recommendations and design. Consultant shall consider public safety and avoid the use of gang “colors” or symbols. The Consultant shall prepare also “as-built” record drawings after construction, based upon plans marked up by the Contractor and City inspector.

**II. Project Information**

**A. Description**

This project is to renovate the existing recreation buildings at Washington, Raynor, De Anza, and Ponderosa Parks and the auxiliary restrooms at Washington Park’s Jelcick Field and De Anza Park. The design shall address renovations to the existing electrical, telecommunications, fire, and security systems; remodeling of facility interior elements (flooring, windows, doors, walls, lighting, restrooms, and kitchen/kitchenettes); inspections of and renovations to the plumbing, roofing, and aesthetics of the facilities; other work as necessary for a complete, operational Project. Although extensive building demolition is not anticipated, minor/localized interior demolition is anticipated. Structural work is anticipated in evaluating glulam beams at Raynor Park.

Attachments 1-6 show the recreation facility layouts and typical room usage. The Consultant shall evaluate existing conditions and design the facility renovations to improve functionality for the end user in mind: non-profit organizations, city staff, and the general public.

The Consultant’s scope of work shall include all items listed in Table A and the “Additional Improvements” section below. The Consultant will be tasked with evaluating the listed items and shall provide recommendations for items to be removed or added during the Project’s preliminary design phase. Recommendations shall be sensitive to time and budget constraints.

<b>TABLE A: PROPOSED IMPROVEMENTS</b>							
	<b>Repairs/Replacements and Improvements</b>	<b>Washington Park</b>	<b>Washington Park Jelcick field restrooms</b>	<b>De Anza Park</b>	<b>De Anza Park restrooms</b>	<b>Ponderosa Park</b>	<b>Raynor Park</b>
1	HVAC system improvements, as outlined in the Consultant's preliminary design	X		X		X	X
2	New restroom fixtures	X	X	X	X	X	X
3	Exterior building improvements, as outlined in the Consultant's preliminary design	X	X	X	X	X	X
4	Additional storage area	X	X	X			X
5	Reconfigure space for improved utility	X		RM-6			
6	Replace existing doors and hardware if needed	X		X		X	X
7	Install emergency signage	X		X		X	X
8	Free standing restroom trash receptacles	X	X	X	X	X	X
9	Install two track mounting systems, measured 4-feet and 6-feet min. from floor, for users to display items. Consultant may propose an alternate, cost effective way, for users to display items on the wall	RM-8		RM-1		RM-1	RM-1
10	Label all electrical breakers and circuits	X		X		X	X
11	Install wall hooks, measured 8-feet min. from floor for users to hang decorations. Consultant may propose an alternate, cost effective way, for users to hang items on the wall	RM-8		RM-1		RM-1	RM-1
12	Install new double pane windows and hardware	X		X		X	X

	<b>Repairs/Replacements and Improvements</b>	<b>Washington Park</b>	<b>Washington Park Jelcick field restrooms</b>	<b>De Anza Park</b>	<b>De Anza Park restrooms</b>	<b>Ponderosa Park</b>	<b>Raynor Park</b>
13	Incorporate an inviting and sophisticated color palate, consistent with the park theme, for each interior room	Treasure Island		Spanish/Aztec		Western	Prehistoric
14	Apply an anti-graffiti Mylar film, minimum 5ml thick, to the exterior of all new windows	X		X		X	X
15	Install vandal resistant casework/partitions, made with low maintenance (phenolic or similar) materials	X		X		X	X
16	New tile flooring in restrooms. New wall tiles or IPC rigid vinyl sheeting extending 4-feet minimum from the floor in restrooms	X	X	X	X	X	X
17	Replace fluorescent lights with LED lights	X		X		X	X
18	Motion detection lights		X		X		
19	Replace exterior lights with LED lights, including flagpole lighting	X	X	X	X	X	X
20	Install a combo keycard/pin pad entry system for exterior door locks	X		X		X	X
21	New wainscoting, 6-feet min. as measured from the floor	RM-4, RM-9		RM-1		RM-1	RM-1
22	Replace acoustical ceiling tiles as needed	X					
23	Rehabilitate sanitary sewer lateral				X	X	X
24	Wall demolition may trigger requirement for a fire suppression system. Consultant shall demonstrate understanding of the Fire Code and incorporate a fire suppression system design into their proposal, if necessary	X		X		X	X

### **Additional Improvements**

#### *Washington Park Buildings:*

- The existing paint on the interior wall surfaces is oil based. The oil based paint shall be removed from painted surfaces prior to the installation of new paint or Consultant may propose to use a primer application to address the existing oil based paint, prior to installation of new paint
- Janitor's washroom sink shall be relocated from the men's restroom (RM-12) to the maintenance storage area (RM-10)
- New appliances in kitchen
- Retrofit existing kitchen cabinetry to allow locks or replace with lockable cabinetry
- Remove the drinking fountain in the lobby
- Increase size of lobby (consultant may propose to eliminate the closet space in the lobby to accommodate this request)
- Room-10 shall be designated as a furniture storage room. The Consultant shall reconfigure the space, without decreasing the amount of square footage, to better accommodate its intended use. Door heights shall be 6.5-feet minimum.
- Renovate restroom area for ADA accessibility
- Kitchen window opening in RM-6 to RM-8 may be removed and replaced with lockable cabinetry
- Additional storage space is needed in RM-14; RM-14 will be used for camp programs
- Eliminate the wall storage in RM-8 to increase room square footage
- An open floor plan is desirable, Consultant may propose to eliminate walls and combine rooms to increase usability and functionality of the space. Consultant may propose 2 large classrooms, with exterior entry, by combining RM-9, RM-4, and/or RM-1
- A crafts space, with its own sink, is desirable. Proposed sink shall have a faucet and drinking fountain. Consultant may re-purpose RM-9, RM-1, or RM-4 for crafts. An interceptor drain will be required on the sink for this use, because paints may be washed down the drain.
- Repurpose one of the rooms (possibly RM-1 or RM-9) for a dance studio. Consultant shall propose a reflective wall paneling material for this use
- Low maintenance flooring such as luxury vinyl tile (LVT) or Marmoleum shall be specified for the dance studio

#### *De Anza Park Buildings:*

- Additional storage space for pre-school furniture
- Reconfigure space for RM-6 (small office space is one option)
- More storage areas for camp supplies
- Rehabilitate sanitary sewer lateral in De Anza Park auxiliary restroom; multiple locations with root intrusion. CCTV video will be made available to selected Consultant.

*De Anza Park Auxiliary Restroom*

- Partition off the toilet area
- Modify the exterior door lock so restroom meets ADA requirements

*Ponderosa Park Recreation Building:*

- Water heater shall be removed from the electric room and installed in an appropriate location
- Optional design services to install electric shade blinds or shades for the multi-purpose room
- Increase storage areas to accommodate furniture, such as folding cafeteria type tables and racks for stackable chairs. Alternatively, Consultant may eliminate storage closets to increase room square footage, allowing for furniture storage in the room.
- Rehabilitate sanitary sewer lateral; multiple locations with root intrusion. CCTV video will be made available to selected Consultant.

*Raynor Park Recreation Building:*

- Improve lighting in kitchen area
- Install lockable storage on the interior of the building
- Building exterior was painted in summer 2013. Consultant shall evaluate the need for additional exterior painting
- Rehabilitate sanitary sewer lateral; multiple locations with root intrusion. CCTV video will be made available to selected Consultant.

If the building renovations exceed \$100,000.00, a requirement to include public art, as outlined in the City's Art in Public Places Policy, will apply. Per this policy, the City will hire a third party artist to create a public art piece. Depending on scheduling, the Consultant may have to coordinate with the selected artist.

**B. Location**

Washington Park is located at 840 West Washington Avenue, between Pastoria Avenue and Sunset Avenue, west of Sunnyvale's downtown area. Surrounding uses include an elementary school to the south and residential uses to the north, east, and west. This park is approximately 11 acres and consists of tennis courts, basketball courts, a swimming pool, recreation building, softball field, play areas, concession area, and auxiliary restrooms.

Raynor Park is located at 1565 Quail Avenue, between Dunford Way and Gloucester Court in the south-eastern portion of Sunnyvale. Surrounding uses include an elementary school bordering on the north and residential uses on the west, south, and east. This park is approximately 14 acres and consists of a play area, recreation building, field, and softball field.

De Anza Park is located at 1150 Lime Drive, at the intersection of Rockefeller Drive and Lime Drive in the western portion of Sunnyvale. Surrounding uses include an elementary school to the south and residential uses to the west, north, and east. This park is



approximately 9 acres and consists of play areas, softball field, recreation building, field, and auxiliary restrooms.

Ponderosa Park is located at 811 Henderson Avenue, at the intersection of Iris Avenue and Henderson Avenue in the western portion of Sunnyvale. Surrounding uses include an elementary school bordering on the south-west and residential uses to the north and east. This park is approximately 9 acres and consists of tennis courts, basketball courts, softball field, recreation building, field, and play areas.

*C. Existing Conditions*

The current Washington Park recreation building is a single story structure; framing is engineered wood paneling. It is approximately 5,712 square feet. The rooms include a kitchen, hallways, meeting/recreation rooms, storage rooms, and one set of restrooms. The Washington Park Jelcick Field restrooms are housed in a single story concrete masonry unit structure. The women's and men's restrooms are open for users of the field; hours vary for each event. The women's restroom is approximately 130 square feet and the men's restroom is approximately 185 square feet. These restrooms are only open to the public during softball games.

The current Raynor Park recreation building is a single story wood frame structure, with a wood and rock exterior finish; it is approximately 1,290 square feet. The rooms include a meeting/recreation room, a kitchenette, and a storage room.

The current De Anza Park recreation building is a single story concrete and brick structure; it is approximately 4,176 square feet. The rooms include meeting/recreation rooms, one set of restrooms, and storage/supply rooms. The current De Anza Park auxiliary restroom building is a single story concrete masonry unit structure, which also houses a Park office. The restrooms are approximately 100 SF. These restrooms are open to the public during normal park operating hours. No improvements are anticipated for the Park office.

The current Ponderosa Park recreation building is a single story wood frame structure, with a rock exterior finish; it is approximately 3,750 square feet. The rooms include a meeting/recreation room, one set of restrooms, a ticket office/hall, kitchenette, electrical room, and storage/supply room. The restrooms may be accessed from the interior and exterior of the recreation building; they are open to the public, from the exterior of the recreation building, during normal park operating hours.

All sites are actively and passively used City-owned parks. Tables B and C outline additional existing features at each facility.

<b>Table B: Existing Conditions at Recreation Buildings</b>				
	<b>Washington Park Recreation Building</b>	<b>Raynor Park Recreation Building</b>	<b>De Anza Park Recreation Building</b>	<b>Ponderosa Park Recreation Building</b>
size of facility	5,712 square feet; 15 rooms	1,290 square feet; 3 rooms	4,176 square feet; 6 rooms	3,750 square feet; 6 rooms
roof type	Slate material roof, with brick chimney	Gravel surfaced, bituminous built-up roof	Gravel surfaced, bituminous built-up roof	fiberglass asphalt composition shingles
doors	painted wood; aluminum	painted wood; aluminum	hollow wood; solid wood; aluminum	painted wood in aluminum frames, aluminum in aluminum frames
flooring	vinyl tile; painted concrete	painted concrete	vinyl tile	vinyl tile; painted concrete
plumbing fixtures	stainless steel sink; enameled cast iron sinks, toilets, and urinal; metal partition between restroom stalls; stainless steel drinking fountain	enameled steel sink; enameled cast iron sink	enameled cast iron sinks, toilets, and urinal; stainless steel sink	enameled steel sink, stainless steel sink, enameled cast iron toilet, urinal, and sink
ceilings	painted tongue and groove wood; painted sheetrock; acoustical	painted tongue and groove	painted tongue and groove wood	painted tongue and groove wood
appliances	electric water heater, range oven, refrigerator, Dayton 240V 30A space heater, Raywall 240V 30A space heater	240V 20A Thermador space heaters, mini-fridge	Zell-aire 240V 20A and Thermoquist 240V 20A space heaters	Wesix 240V, 30A space heaters, water heater, refrigerator, microwave
walls	Interior: painted sheetrock, wood panel, ceramic tile. Exterior: brick, rock	Interior: painted sheetrock, wood panel. Exterior: rock, wood	Interior: painted sheet rock, panel. Exterior: concrete, brick	Interior: painted sheet rock, wood panel, ceramic tile. Exterior: wood, rock
windows	single pane clear or frosted glass in aluminum or wood frames and sills	single pane glass in wood or aluminum frames and sills	single pane clear glass in wood or aluminum frames and wood sills	single pane clear glass
lighting	fluorescent, incandescent	fluorescent, incandescent	fluorescent, incandescent	incandescent, sodium vapor, fluorescent

**Table C: Existing Conditions at Auxiliary Restrooms**

	<b>Washington Park Jelcick Field Restrooms</b>	<b>De Anza Park Restrooms</b>
size of facility	315 square feet; 2 rooms	745 square feet; 4 rooms
roof type	Located under the bleachers in Jelcick Field. Ceiling is sheet rock painted	Gravel surfaced, bituminous built-up
doors	painted wood; varnished wood	solid wood; aluminum
flooring	concrete	ceramic tile
plumbing fixtures	enameled cast iron sink, toilet, and urinal; brick and metal partition between restroom stalls	enameled cast iron sinks, toilets, and urinal; metal partition between restroom stalls
ceiling	Painted sheet rock	painted tongue and groove wood
walls	painted sheet rock, ceramic tile; exterior CMU	exterior walls are CMU
windows	N/A	single pane clear glass in wood frames and sills
lighting	fluorescent, incandescent	fluorescent

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

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

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

#### A. *Project Management*

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the consultant is expected to attend a monthly progress meeting, prepare action item logs for subsequent follow-up, and maintain frequent and timely communication with City staff throughout the duration of the project. Consultant shall attend design review meetings with City staff following the 30% and 75% review stages.

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

Consultant's own team should have provisions for quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions. The consultant will be expected to attend a pre-submittal over the counter meeting with the Building Division prior to submission of the plans at the 75% submittal stage. Consultant will also be responsible for making appointments (as necessary) and delivering all subsequent submittals to the Building Division.

The Consultant shall host an FTP site throughout the project's duration for electronic file sharing.

#### B. *Preliminary Design*

A technical memorandum outlining provision of options shall be prepared for the City's consideration. A preliminary cost estimate and project schedule shall be included with each option, along with other support information outlining pros and cons for each option.

1. The Consultant is expected to perform a detailed field review of each site and prepare a technical memorandum. The technical memorandum shall include an assessment and evaluation of the existing condition and recommended improvements for each park building. At a minimum, the memorandum shall include:
  - ADA accessibility
    - Evaluate all exterior door entryways/thresholds for ADA accessibility. Design improvements where needed
    - Identification of accessibility deficiencies and opportunities to improve accessibility
  - Energy/utility upgrades
    - Evaluate current flagpole lighting and add flagpole lighting if there is none
    - Recommendations for utilizing or replacing existing fixtures and appliances
    - Feasibility of installing additional electrical outlets in the interior of Washington Park Recreation Building
  - Maintenance supply room
    - Identification of accessibility and functionality deficiencies
    - Identification of opportunities for improvement

- Restroom upgrades
  - Single flush toilets
  - Metered faucet/sink
  - Tile flooring
  - Fixtures
  - Motion detection lighting for auxiliary restrooms
  - Building inspection
    - Basic elements: roof, windows, doors, security concerns, and lighting levels/condition
    - Termite inspection and report
    - Haz-mat report
    - Exterior beam inspections (glue lam beams) at Raynor Park
    - Evaluate existing emergency signage and propose upgrades if current system does not meet the building code requirements
    - Smoke detection system
  - Fire Suppression System
    - Evaluate need for a fire suppression system, which may be triggered if extensive wall demolition is proposed
  - HVAC system
    - Evaluate the existing HVAC system
    - Propose code compliant heater vent screens/covers at Washington Park
    - Identify inefficiencies, if any
    - Identification of opportunities for improvement
  - Recommendations
    - Identification of opportunities for improvement
    - Construction staging and construction shall minimize impact on surrounding neighborhood, park, park users, adjacent facilities, and park programs
    - Whether to remove and replace or renovate existing auxiliary restrooms at De Anza Park.
2. Upon approval of the technical memorandum(s) by City staff, the consultant shall prepare illustrations or renderings of the preliminary design on 3' x 4' presentation boards. Text may be used to explain design features. A PowerPoint presentation of the preliminary design, illustrations, budget, schedule, preliminary cost estimate, and other relevant information shall be prepared for City use.
3. Public Outreach:
- Consultant shall be prepared to present the preliminary plans to City Staff and assist with up to two public outreach events/meetings as needed.
  - Consultant shall incorporate design changes and recommendations from the public outreach efforts into the final design and present the final design, cost estimate, schedule, and level of public outreach to City Staff.
4. A final recommended plan and cost estimate shall be prepared based upon City and community input. It shall be suitable for presentation to the Parks and Recreation Commission and City Council meetings.

*C. Design Development*

Consultant shall be the Engineer/Architect of Record and responsible for design and preparation of complete plans, technical specifications, and recommended revisions to the City's special provisions for the project. The consultant must perform an adequate field investigation to confirm existing conditions prior to the start of preliminary design.

The Consultant's design shall be fully compliant with all applicable federal, state, and local rules, regulations, codes, and laws for public facilities, including but not limited to the guidelines and requirements outlined in the Americans with Disabilities Act (ADA), and City of Sunnyvale standards.

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

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, Building Division, Community Development Department, abutting landowners, and other stakeholders will be the Consultant's responsibility.

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

1. 30% Submittal: Submit five sets of 24" x 36" hardcopies and one half size hardcopy.
  - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details. Plans shall be developed beyond the preliminary stage to start including information for underground utilities, identifying grading issues, and providing preliminary calculations for storm water treatment facilities (if applicable).
  - b. Cut sheets for equipment/appurtenances. Note that the City has various standardized park fixtures and this list will be provided to the consultant.
  - c. Project schedule update
  - d. 30% construction cost estimate
  - e. Table of Contents list for technical specifications.
2. 75% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit five sets of 24" x 36" hardcopies and one half size hardcopy for engineering review and five sets of 24" x 36" hardcopies for Building Division review.
  - a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for. Construction staging/phasing information has been included.
    - Cover Sheet – Title, Sheet Index, Vicinity Map, Location Maps, Notes, Brief Description of contractor's scope of work, horizontal and vertical control, graphical scale, other information
    - Code requirements – Fire safety, Exit Paths, Energy Efficiency, Building Code
    - Selective Demolition – Haz-mat Abatement, demolition and removal, temporary facilities, interim security, and lighting.

- Architectural – framing, walls, doors, ceilings, flooring, finishes, entry feature(s)
  - Structural – structural plans and calculations
  - Roofing – modifications to roof, as necessary
  - Mechanical – HVAC
  - Electrical – lighting, convenience power, electrical revisions
  - Alarm systems – Fire, Security, Emergency lighting
  - Public Art – foundation, installation, lighting, other utilities (as needed), plaque
  - Interior Design – furnishing plan, graphics, signage, entry feature, painting details, special flooring details, window treatments
  - Amenities plans and details
  - Drinking fountain, Dedication plaque, other specialties
- b. 75% specifications:
- i. Technical specifications
  - i. Special provisions, with recommended revisions in track changes format, to include the following:
    - Bid item descriptions and measurement and payment provisions
    - A list of minimum required submittals during construction
    - A list of Building Division deferred submittals, along with any supporting requirements
    - Order of work (as applicable)
    - List of information available to Bidders, with disclaimer
    - Special instructions to bidders
    - Special testing requirements
- c. Project schedule update
- d. 75% construction cost estimate in the form of the bid schedule
- e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- f. CEQA documentation, suitable for filing at the County Recorder's Office.
- g. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
- h. Other supporting documentation as necessary: documentation of starting permits necessary for the contractor, calculations or reports for Building.
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit five sets of 24" x 36" hardcopies and one half size hardcopy for engineering review and five sets of 24" x 36" hardcopies for Building Division review.
- a. 100% plans

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

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

- b. 100% specifications
  - Reviewed bid instructions
  - Finalized special provisions including required submittals
  - Finalized technical specifications
- c. Project schedule update
- d. 100% construction cost estimate
- e. Responses to the City’s review comments on the 75% submittal, along with return of mark-ups.
- f. Documentation that permits with outside agencies have been finalized and are awaiting pickup (at a minimum, this list includes PG&E).
- g. Documentation that permits with City of Sunnyvale have been finalized and are awaiting pickup.
- h. Other supporting documentation as necessary

#### *D. Bid Package*

The bid package shall be finalized upon incorporation of the City’s final comments from the 100% submittal, including Building Division comments and Consultant’s internal peer review.

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

- One hard copy of full sized plans (24” x 36”), stamped and signed on each sheet by the Architect/Engineer of Record and by discipline.
- One hard copy of the specifications, printed single-sided only.
  - Special provisions
  - Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
- Final project schedule update
- Final construction cost estimate

#### *E. Bidding Services*

Consultant will attend a mandatory pre-bid meeting, respond to all bidders’ requests for information (RFIs), and support the City’s coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers’ communications will be directed through the City’s Purchasing Division.

If addenda to bid documents are extensive and are as a result of Consultant’s work product, conformed documents shall be prepared at no expense to the City. City will provide reproduction services.



**F. Construction Support Services**

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

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

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting.
3. Attend up to 10 periodic construction progress meetings.
4. Participate in the final inspection and development of punch lists.
5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
9. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
10. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

**IV. Available Documents.**

The information listed below will be made available to the selected consultant; list is for information only. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.

- Plans for the Renovation of De Anza Park, PR-94-13
- Remodel & Addition – Exist. Building De Anza Park, PR-64-10a
- Reroofing at De Anza Park, PR-81-2
- Recreation Building Restroom Modification, PR-79-10
- Electrical-Site Plan Ponderosa Park, PR-66-2
- Pathway Light Fixture – Ponderosa Park, PR-70-5
- Ponderosa Park Renovation – Irrigation Plan, PR-64-8
- Concession Building, PR-86-7
- Raynor Park, Washington Swim Ctr, & City Hall Roof Repair, PR-86-9
- Restrooms, Storage, & Concession, Jelcick Field Bleachers, Washington Park, PR-61-10
- Washington Park Recreation Building, PR-65-10
- 1998 Roof Replacements: Washington Park Recreation Building, PR-98-09b
  - Utility block maps for City sanitary sewer, storm drain, and water facilities.
  - Bench marks for vertical control are listed on the City's website: <http://sunnyvale.ca.gov/Departments/PublicWorks/BenchMarks,RecordMapsandRecordDrawings.aspx>

- City standard specifications and details are available on the City's website: <http://sunnyvale.ca.gov/Departments/PublicWorks/CityStandardDetailsandSpecifications.aspx>
- GIS data for property lines, street center lines, and two (2) foot contours
- Aerial photographs (1" = 200' scale) from 2001
- City standard plan cover sheet
- Art in Public Places policy is available on the City's website: <http://ocm/policy/Current%20Council%20Policies%20PDF%20versions/6.04.04.pdf>
- Washington Park Concession Building Information Report (1992)
- Washington Park Recreation Building Information Report (1992)
- Raynor Park Recreation/Office/Restroom Building Information Report (1992)
- De Anza Park Restroom Building Information Report (1992)
- De Anza Park Recreation Building Information Report (1992)
- Ponderosa Park Recreation Building Information Report (1992)
- CCTV of sanitary sewer laterals for all park facilities (May 2014)

#### **Optional services**

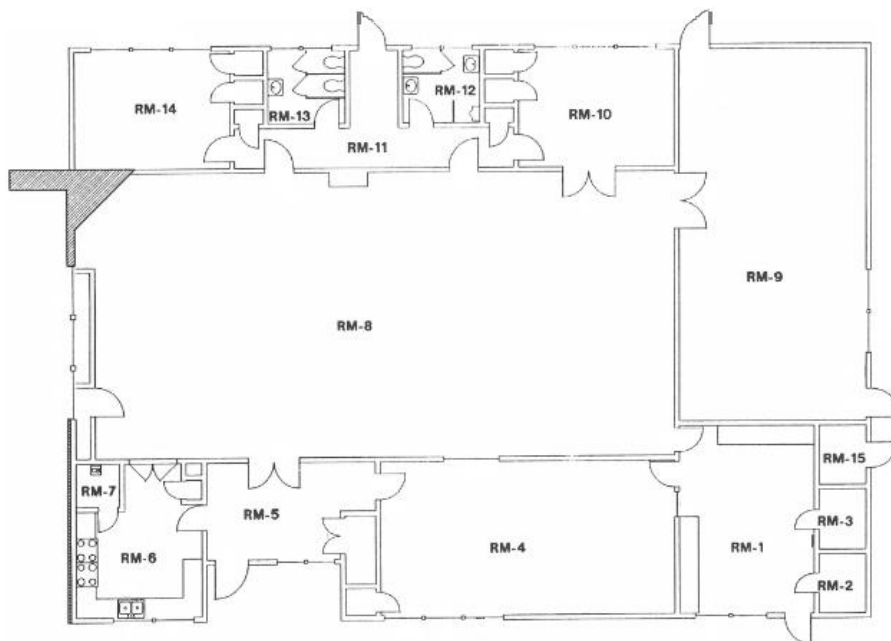
1. Design of electric shade blinds for the Ponderosa Park multi-purpose room

#### **V. Attachments**

The attachments below are provided for information only:

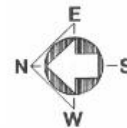
1. Washington Park Recreation Building floor plan
2. Washington Park Jelcick Field Restrooms floor plan
3. De Anza Park Multipurpose room floor plan
4. De Anza Park Auxiliary Restrooms floor plan
5. Raynor Park Recreation Room floor plan
6. Ponderosa Park Recreation Building floor plan

**Attachment 1:**  
**Washington Park Recreation Building Floor Plan**  
**840 West Washington Avenue**



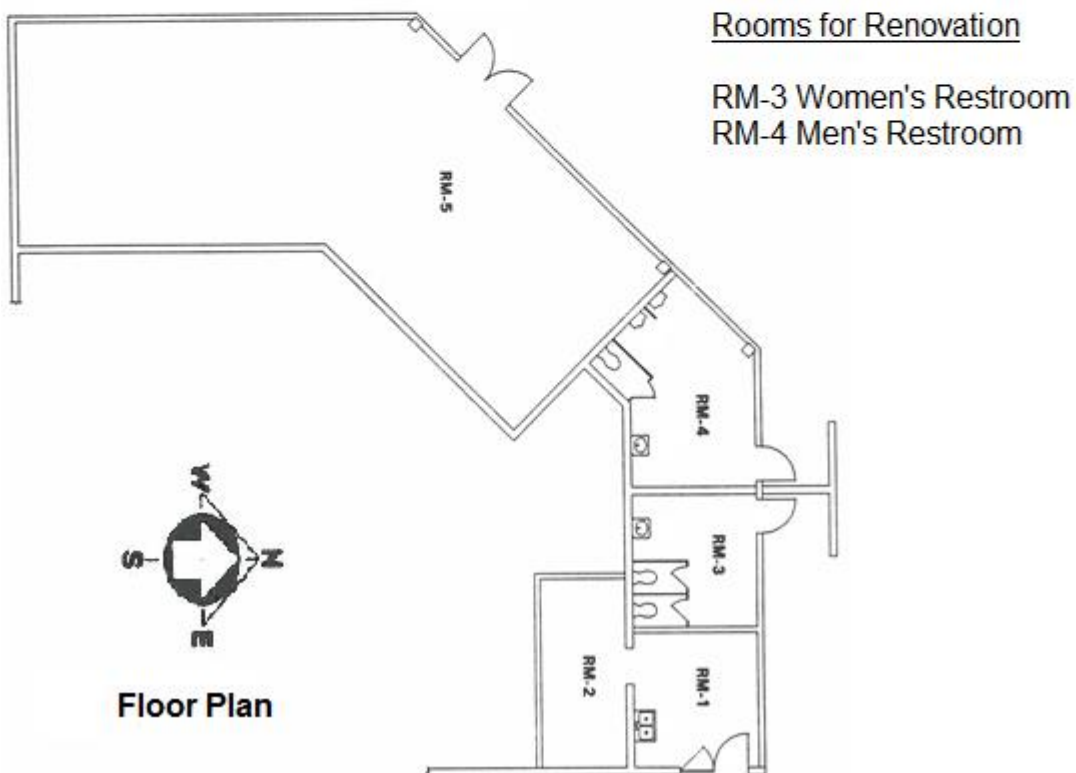
Building Users/Uses

Church Groups  
Youth Groups  
Summer Camps  
Training Classes  
Dance  
Karate  
Cheerleading  
Special Events (Birthday parties, dances)

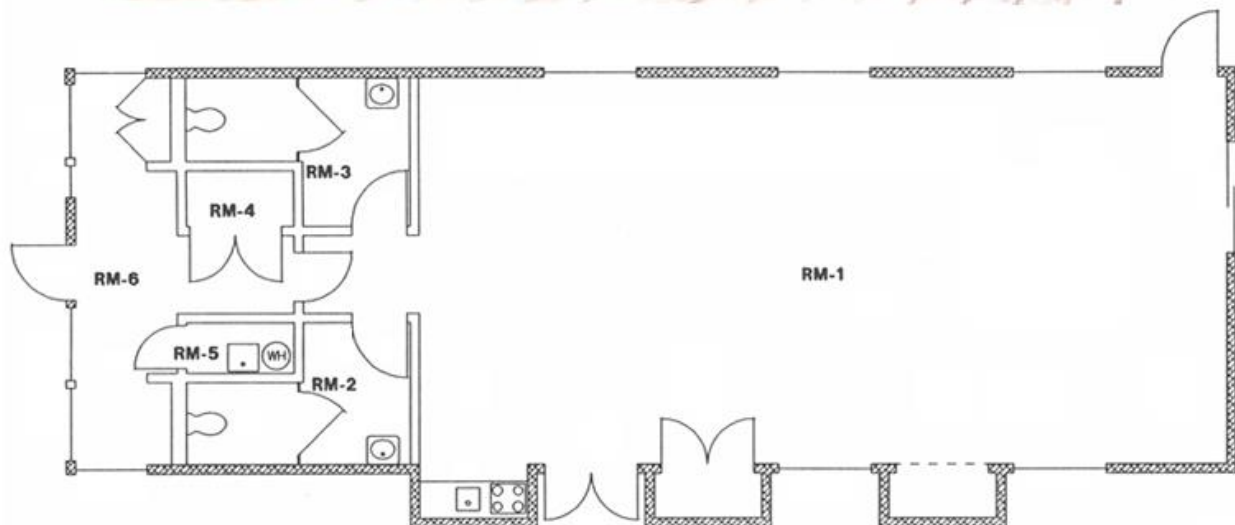


**FLOOR PLAN  
RECREATION**

**Attachment 2:**  
Washington Park Jelcick Auxiliary Restrooms floor plan  
840 West Washington Avenue



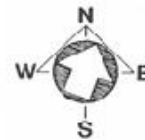
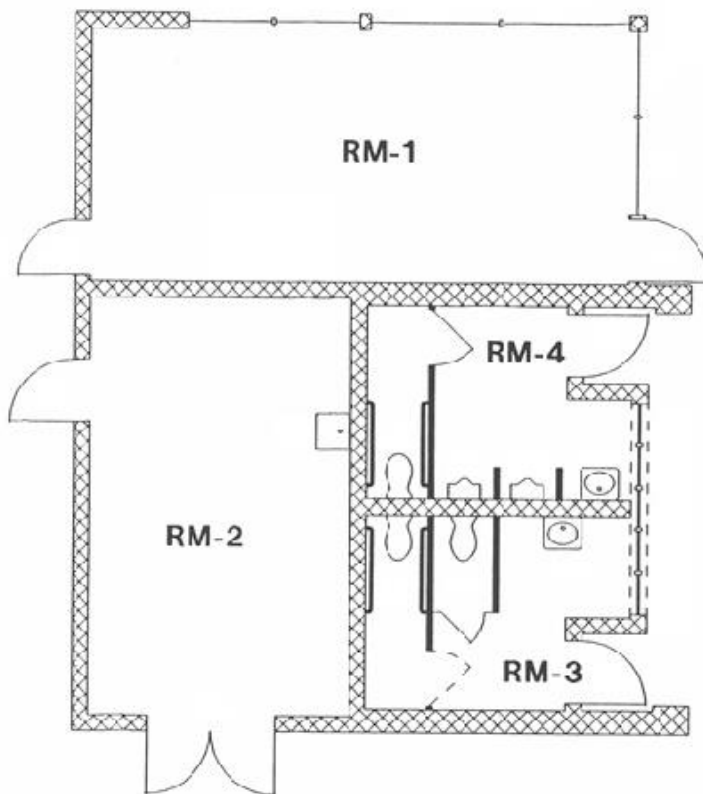
**Attachment 3:**  
**De Anza Park Multipurpose Room Floor Plan**  
**1150 Lime Drive**



Building Users/Uses

Church Groups  
Youth Groups  
Summer Camps  
Training Classes  
Dance  
Karate  
Cheerleading  
Special Events (Birthday parties, dances)

**Attachment 4:**  
**De Anza Park Auxiliary Restrooms Floor Plan**  
**1150 Lime Drive**



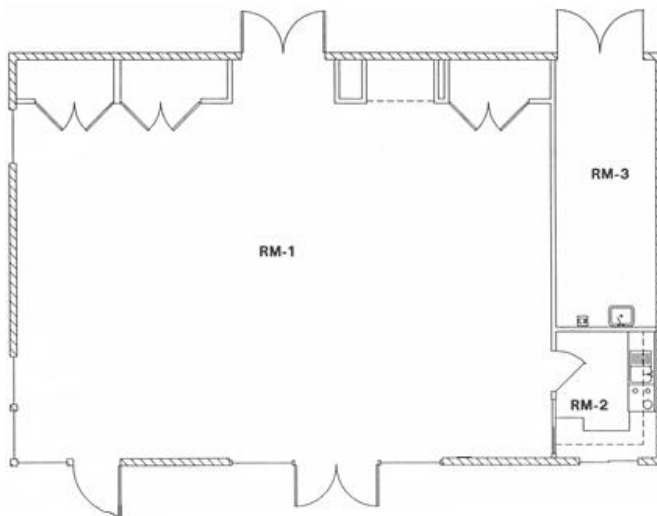
**FLOOR PLAN  
RESTROOMS**

Rooms for Renovation

RM-3 (Women's Restroom)  
RM-4 (Men's Restroom)



**Attachment 5:**  
**Raynor Park Recreation Room Floor Plan**  
1565 Quail Avenue  
(Circled building)



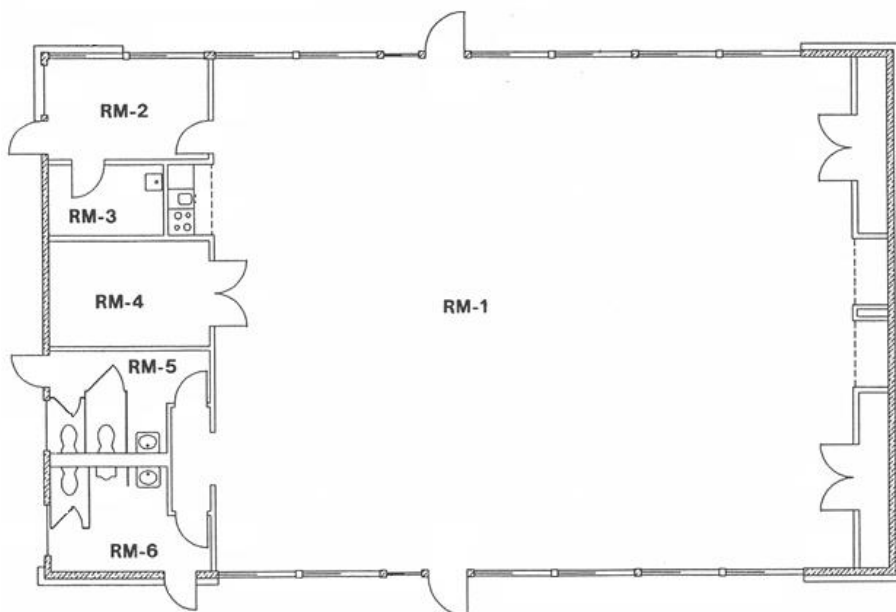
Building Users/Uses

Church Groups  
Youth Groups  
Dance  
Karate  
Training Classes  
Special Events (Birthday parties, dances)



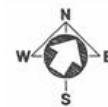
FLOOR PLAN  
RECREATION ROOM

**Attachment 6:**  
**Ponderosa Park Recreation Building Floor Plan**  
**811 Henderson Avenue**



Building Users/Uses

Church Groups  
Youth Groups  
Summer Camps  
Training Classes  
Dance  
Karate  
Cheerleading  
Special Events (Birthday parties, dances)



FLOOR PLAN  
RECREATION BUILDING



## Attachment B

### CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND {CONSULTANT'S NAME} FOR PARK BUILDINGS REHABILITATION

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and {CONSULTANT'S NAME} ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for design, preparation of bid documents, services during construction and other services for a project known as "Park buildings Rehabilitation at Washington, Raynor, De Anza and Ponderosa Parks"; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign {Project Manager's Name} to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

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

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

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

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase, and shall include services as identified in Exhibit "A" in the amount of (Amount written in words) (\$Amount written in Numbers) for the duration of the contract, as well as additional or as yet undetermined services in an amount not to exceed (Amount written in words) (\$Amount written in numbers) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of {Amount Written in Words} (\$Amount in Numbers) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

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

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

To CITY: Craig Mobeck, Acting City Engineer  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: {CONSULTANT'S NAME  
Attn:  
Address  
City State Zip Code}

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. 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 days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

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

24. Termination of Agreement

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) days 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.

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

{CONSULTANT'S NAME} ("CONSULTANT")

By \_\_\_\_\_

APPROVED AS TO FORM:

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

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

By \_\_\_\_\_

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

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

**Deductibles and Self-Insured Retentions**

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

**Other Insurance Provisions**

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

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

### **Claims Made Coverage**

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

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

### **Acceptability of Insurers**

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

### **Verification of Coverage**

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



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