

DRAFT

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND CODY
ANDERSON WASNEY ARCHITECTS, INC. FOR DESIGN AND CONSTRUCTION SUPPORT
SERVICES FOR THE COMMUNITY CENTER INFRASTRUCTURE RENOVATION PROJECT**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CODY ANDERSON WASNEY ARCHITECTS, INC. ("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 Community Center Infrastructure Renovation Project; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Brent McClure AIA, Principal 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 Six Hundred Fifty Seven Thousand Seven Hundred Eighty Eight and No/100 Dollars (\$657,788.00) for the duration of the contract, as well as optional services related to the provision of solar power in an amount not to exceed Twenty Eight Thousand One Hundred Ninety Five and No/100 Dollars (\$28,195.00) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of Six Hundred Eighty Five Thousand Nine Hundred Eighty Three and No/100 Dollars (\$685,983.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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: Manuel Pineda, City Engineer
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: CODY ANDERSON WASNEY ARCHITECTS, INC.
 Attn: Brent McClure AIA
 455 Lambert Avenue
 Palo Alto, CA 94306

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

CODY ANDERSON WASNEY ARCHITECTS, INC.
("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

EXHIBIT “A”

DETAILED SCOPE OF WORK Community Center Infrastructure Project – Phase II PR-13/04-15

I. General

The City of Sunnyvale is seeking proposals from licensed architectural or engineering firms to provide professional services for design and preparation of bid documents and construction support for the Community Center Infrastructure Project - Phase II. The scope of work generally includes preparation of: preliminary design, design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: construction cost estimating, schedule monitoring, preparation of reports and recommendations, community outreach, and project management.

The Consultant shall incorporate “green” building/construction practices, sustainability, energy efficiency, and low operational and maintenance costs into the recommendations and design. The intent of the design documents is for construction to be complete, in place, and suitable for its intended use.

II. Project Information

A. Description

A comprehensive investigation of existing conditions of the HVAC systems, roofs, fire and life safety, and code compliance at the Indoor Sports Center, Recreation Building, Performing Arts Center, and Creative Arts Center buildings at the Community Center complex was completed in April 2012. This study allowed the City to determine priorities for repair and renovation work before proceeding to the design phase of the project. This project will include renovation and repair of building roofs, mechanical, plumbing and electrical systems to extend the facilities’ lifecycle, increase energy efficiency and better meet applicable building codes for accessibility and fire safety. A more detailed description of the project is included below in Section III - Consultant’s Scope of Services.

B. Project Location

The Sunnyvale Community Center is located at 550 East Remington Drive in Sunnyvale. The Center is a unique recreation complex which includes the Creative Arts Center, Performing Arts Center (Theater), Indoor Sports Center, Recreation Center, Senior Center, Historical Museum and related storage and maintenance facilities. The Indoor Sports Center, the Recreation Building, the Creative Arts Center and the Performing Arts Center are the only buildings addressed in the scope of this project with the exception that the fire enunciation system needs to be included and connected into the system in the Senior Center. These buildings have multiple offices, large sports areas, conference and community rooms, and other storage and facility support areas. The Recreation building has four wings used for different functional purposes.

C. Existing Conditions

The Sunnyvale Community Center was originally constructed in 1972 and received major renovation work in 1990-1992 when the buildings were re-roofed, HVAC systems updated and interior rooms originally designed for specific recreation activities such as a billiard room and teen lounge, were redesigned for new use as multipurpose meeting rooms and staff office space. The Performing Arts Center and Indoor Sport Center buildings were expanded to provide new office and locker room space, the building interiors were updated and ADA improvements were made.

Other improvements and maintenance related projects have been completed in more recent years. The multi-zone HVAC unit on the Performing Arts Center and the Mitsubishi split system at the Creative Arts Building were replaced within the last four years. Portions of the low slope roofs have been replaced and repairs to the buildings have been completed as needed. In general, the buildings are in good condition but need to be updated to be more accessible, more energy efficient and in better condition to serve the community over the next twenty years.

III. Consultant Scope of Services

A wide variety of improvements were identified in the report "Roofs, HVAC, Fire Alarm and Safety Systems Evaluation Report of the Sunnyvale Community Center, dated April 2012. (Phase I report). The scope of work will include all items shown below in Table A: Improvements Identified in Phase I. The Phase I report includes further descriptions and information regarding the improvements identified in Table A. The scope of work will also include all the items under the "Additional Improvements" heading below. In addition, the consultant is asked to provide recommendations to the City on specific items during the project's preliminary design phase as shown below in Section B, Preliminary Design, prior to commencing detailed design work.

Optional Service

Provide cost estimate for an optional service to consider alternatives for the provision of solar power on the Community Center campus, including options for roof top or covered parking lot systems. Consultant to present a technical memo evaluating the options including the feasibility of entering power purchase agreements with local utilities and an analysis of estimated costs versus payback options for the City's consideration.

TABLE A: Improvements Identified during Phase I

	<i>Repairs/ Replacements and Improvements</i>	<i>Recreation Center</i>	<i>Indoor Sports Center</i>	<i>Performing Arts Center</i>	<i>Creative Arts Building</i>	<i>Senior Center</i>
1	Roof replacement/ repair work	X	X	X	X	
2	Rehabilitate/ repair mechanical penthouse walls and floors	X	X	X	X	
3	Install new rooftop walking pads to mechanical equipment and replace existing skylights.	X	X	X	X	
4	Renovate flat roof areas in recessed mechanical wells with energy efficient compliant surfaces	X	X			
5	Seal all metal roof penetrations and power-wash metal roofs.	X	X	X	X	

	<i>Repairs/ Replacements and Improvements</i>	<i>Recreation Center</i>	<i>Indoor Sports Center</i>	<i>Performing Arts Center</i>	<i>Creative Arts Building</i>	<i>Senior Center</i>
6	Provide for contractor to water test all downspouts, roof drains, scuppers and gutters and make appropriate repairs	X	X	X	X	
7	Install new/ redesigned HVAC systems to improve comfort of building users	X	X			
8	Replace three single zone roof mounted AC units and exhaust fans			X		
9	Upgrade/ replace roof ladders, hatches, walkways and service platforms to HVAC units	X	X	X	X	
10	Replace four single zone furnaces and condensing units				X	
11	Install energy efficient improvements in lighting systems and controls	X	X	X	X	
12	Improve electrical conductors to HVAC equipment, upgrade service disconnects, circuit breakers and related components	X	X	X	X	
13	Upgrade egress lighting to comply with current building codes	X	X	X	X	
14	Install new automatic fire alarm-systems	X	X	X	X	
15	Bring enunciation for fire safety systems back to single display point including Senior Center	X	X	X	X	X
16	Address accessibility issues such as signage, path of travel, number of parking stalls and tripping issues	X	X	X	X	
17	Address accessibility issues related to height and clearance of built-in fixtures such as counter tops, handrails and drinking fountains.	X	X	X	X	
18	Retrofit existing restrooms to comply with ADA and occupancy requirements.				X	
19	Replace door hardware to meet code compliance and City standards.	X	X	X	X	
20	Install new smoke-activated self-releasing door closures for select interior doors	X	X	X	X	

	<i>Repairs/ Replacements and Improvements</i>	<i>Recreation Center</i>	<i>Indoor Sports Center</i>	<i>Performing Arts Center</i>	<i>Creative Arts Building</i>	<i>Senior Center</i>
21	Replace kitchen ventilation hood to meet current code	X				
22	Improve circulation pattern between kitchen and ballroom areas	X				
23	Improve site drainage and below grade exterior water proofing to prevent water intrusion		X	X	X	
24	Upgrade gymnastic spaces to comply with building codes		X			
25	Replace automatic entry doors and protective railings at lobby windows.	X				
26	Reconfigure doors to remove conflict between ballroom and men's restroom	X				
27	Replace non-rated corridor glazing with rated glazing.	X	X	X	X	

Additional Improvements

Interior Architectural Upgrades

Update the Ballroom, Community Center, and Creative Arts Buildings with contemporary acoustical wall and ceiling panels, new wall coverings, and lighting fixtures. Consultant must propose a minimum of three different options for all three elements and provide sufficient information, pictures, and/or renderings for the City to select a preferred cohesive design for each building.

Signage

Replace all outdoor entryway and inner campus directional and monument signage. The consultant must develop a signage plan that includes sign locations, number of signs, and anything else required to assure a complete plan that provides clear directions. Consultant must also propose three different architectural themes for signage for staff review and approval of selected theme.

House Lights

Replace theater house lights with dimmable, energy efficient and easy to replace fixtures.

Patio Doors

Replace the patio doors at the Creative Arts Building with new code compliant energy efficient doors.

Flooring

Replace the flooring in the Ballroom and Community Room.

Consultant services shall be available from design through and including construction, functional testing, and commissioning of all mechanical, electrical and controls systems. Proposed equipment schedules may be required to be approved by PG&E if rebate and incentive programs are available.

The consultant will also work with City staff to develop a phasing plan for implementation of work that requires the temporary closure of facilities. The phasing plan will need to take into account time of year events, overall available space, and any other elements that affect use of the facilities during

construction. Consultant should also account for up to two community meetings to discuss the proposed work and received feedback regarding construction phasing.

The project will have an art element that will be designed as part of a separate process. Consult will be required to coordinate with the City early on the location for approved public art for the project.

The consultant will perform all engineering and project management related work necessary to prepare plans and specifications suitable for Public Works bidding. Consultant services shall include, but are not limited to: project management, preliminary design, design development, community outreach, coordination with 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 and prepare action item logs for subsequent follow-up. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

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

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

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, including the consultant's recommendation to best fit the City's needs based on the consultants professional judgment. Options to be addressed include the following:

- A comparison of Direct Expansion (DX) split HVAC systems to high efficiency Variable Refrigerant Flow (VRF) systems, particularly for the Recreation Building and Indoor Sports Center where existing air handling units are inefficient and due to be replaced.
- Improvements to provide conditioned air and air flow, and meet ADA and code requirements for the Indoor Sports Center's gymnastics space currently located on the mezzanine level and behind the gymnasium in former storage space.
- Options to address life safety and ADA compliance issues related to the theater seating in the Performing Arts Center such as path of egress and the means to provide access to and within, the theater space.
- If selected, the optional service to prepare a technical memo on the feasibility of providing solar power to the site should be presented at the Preliminary Design phase.

C. Design Development

Consultants shall be the Engineer 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.

All work is to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Consultant shall incorporate “green” building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

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

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, City’s Building Division and other stakeholders will also be consultant responsibility.

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

1. 30% Submittal: Submit five (5) 24” x 36” hardcopies.
 - a. 30% plans: Cover sheet and floor plan sheets with preliminary details.
 - b. Cut sheets for equipment/appurtenances
 - c. Project schedule update
 - d. 30% construction cost estimate
 - e. Brief memorandum of determination of project’s CEQA needs
 - f. Table of Contents list for technical specifications.

At 30% submittal the consultant will also develop the signage plan and propose three different architectural themes for signage for staff review and approval of selected theme. Consultant will also propose a minimum of three different options for contemporary acoustical wall and ceiling panels, new wall coverings, and lighting fixtures and provide sufficient information, pictures, and/or renderings for the City to select a preferred cohesive design for each building.

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 ten (10) 24” x 36” hardcopies of plans (5 copies are for Building Division’s permit plan review) and five (5) copies of items b-e below:
 - a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
 - b. 75% specifications:
 - i. Technical specifications
 - ii. 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
 - List of information available to Bidders, with disclaimer
 - c. Project schedule update
 - d. 75% construction cost estimate in the form of the bid schedule
 - e. Preliminary Phasing Plan
 - f. Responses to the City’s review comments on the 30% submittal, along with return of mark-ups.
 - g. Other supporting documentation as necessary, calculations or reports for Building Division and list of information available to Bidders.

3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit ten (10) 24" x 36" hardcopies of plans (5 are for plan check review) and five (5) copies of items b –d below:
- a. 100% plans
 - 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. Final Phasing Plan
 - f. Responses to the City's review comments on the 75% submittal, along with return of mark-ups.
 - g. 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, 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.

- Two (2) hard copy of full sized plans (24" x 36"), stamped and signed on each sheet by the 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 pre-bid meeting, respond to all bidder's requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City's Purchasing Officer.

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 services and submittals required.

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting.
3. Attend 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. Provide services of commissioning sub-consultant to ensure new systems are tested and operating in accordance to specifications.
10. 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.
11. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

IV. Available Documents

The below list of information is available on request for information only.

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
 - Community Center HVAC and Roof - PR-08/03-08 (Theater and Creative Arts Center) (2008)
 - Sunnyvale Community Center - PR-72-3
 - Sunnyvale Community Center Renovation – PR-90-2 (1991)
 - Sport Reinforce - PR-1986
 - City Cat Walk – CP-P-71
- 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>

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

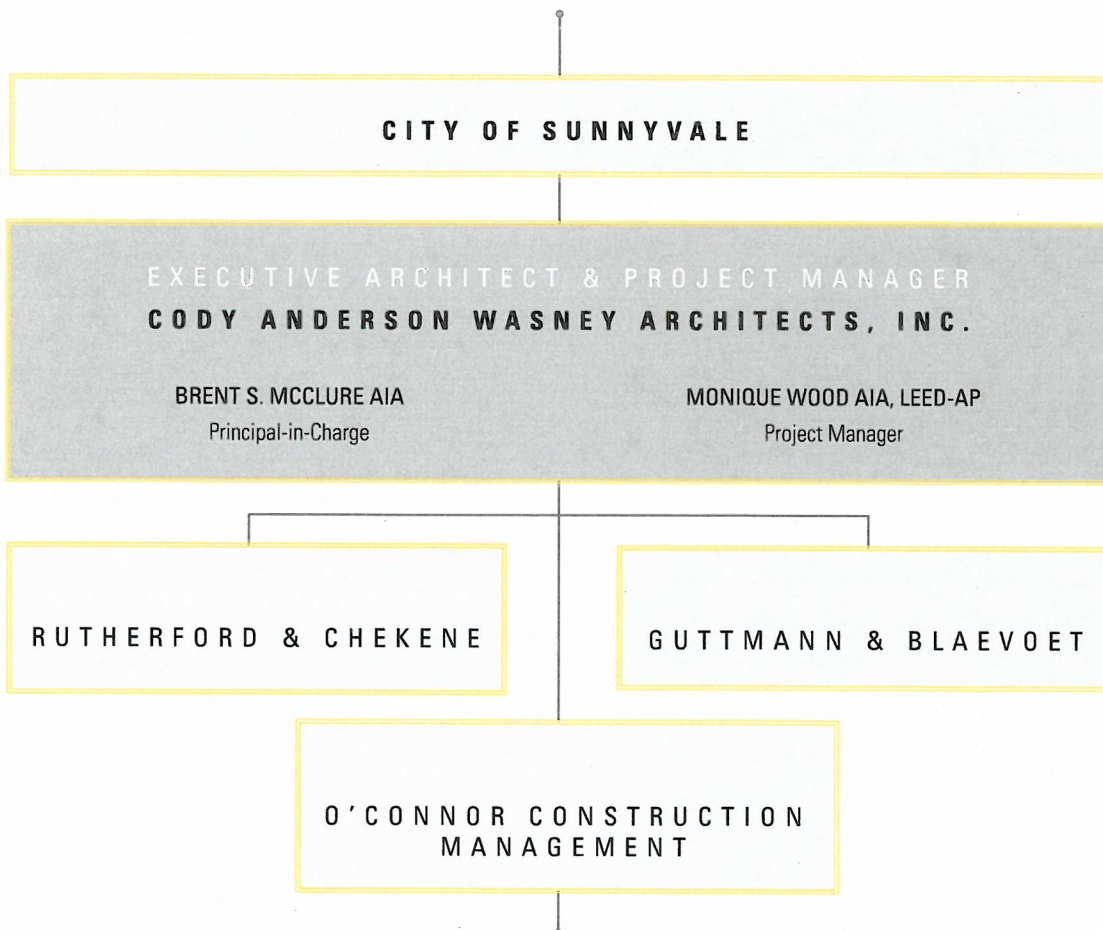
- GIS data for property lines, street center lines, and two (2) foot contours
- Aerial photographs (1" = 200' scale) from 2001
- City standard plan cover sheet

4 PROPOSED PROJECT MANAGEMENT TEAM

Located nearby in Palo Alto, our twenty-nine person firm has the depth and capacity to effectively lead this complex project. Our large firm size allows us to assemble a team of architects that will be dedicated to this project from the preliminary design stages through construction. We also provide intensive, hands-on principal involvement through all phases of the project to further ensure project success.

The City of Sunnyvale Community Center projects will be led by firm Principal Brent McClure AIA along with Project Manager Monique Wood, AIA through all phases. They will be further supported by additional architects and staff to support the demands of the project. They both possess extensive educational and civic-based experience in the public bid environment.

We have carefully selected a full team of consultants who have an established working relationship on other projects with our firm and who have an expansive portfolio of civic projects throughout the bay area. Both our MEP engineers, Guttman and Blaevoet, and our structural engineers, Rutherford and Chekene, are both large firms. Each engineering team offers a staff level, capacity, and availability to meet the challenging requirements of this project and have the ability to meet our demanding expectations. Our single, comprehensive team will confidently deliver a project meeting your high expectations. On the following pages we feature more information about our consultant team, each consultant, and their select project experience. Resumes for our Principal-In-Charge and Project Manager are included in Section 5.





A culture of serving our clients

Established in 1960, Rutherford + Chekene (R+C) is one of California's foremost engineering practices providing structural and geotechnical engineering. R+C's staff of 90 provides services that meet client needs, providing cost-effective solutions that address unique project challenges rather than overdesign.

R+C has provided services for the following:

- Hundreds of upgrades and renovations, small and large
- Roof and deck repairs
- Infrastructure upgrades
- Structural design for support of HVAC systems

R+C's building design projects often include the following:

- Advanced analysis methods
- Innovative solutions to help realize unique architectural visions
- Working closely with owners and shareholders to create efficient structures that save time and money during construction
- Developing options during design to arrive at the optimal solution for each unique project
- Incorporating performance-based design

R+C relevant projects include:

- 22 Hawthorne Place Remodel, San Francisco, CA
- California Department of Parks and Recreation, Structural Repairs to Historic Larkin House, Monterey, CA
- Ferry Building Tenant Improvements, San Francisco, CA
- Harding Elementary School Improvements, El Cerrito, CA
- Monterey Bay Aquarium, Infrastructure Repairs, Monterey, CA
- Pixar Animation Studios, Renderfarm Cooling System, Emeryville, CA
- San Jose Civic Auditorium Improvements, San Jose, CA
- Mountain View Civic Center Theater Upgrade, Mountain View, CA
- UC Berkeley Doe Library Roof, Berkeley, CA
- UC Berkeley Evans Hall Roof, Berkeley, CA
- UC Berkeley Foothill Housing Deck Repair, Berkeley, CA
- UC Berkeley Morgan Hall Roof Lab Development, Berkeley, CA
- UC Berkeley RSF Rooftop Mechanical Repair, Berkeley, CA
- UC Davis Shields Library Roof Strengthening, Davis, CA
- UC San Francisco, Health Science Building Roof Repair, San Francisco, CA
- Santa Clara Valley Medical Center Valley Health Center, Sunnyvale, CA



Alan Kren, SE, LEED AP
Rutherford + Chekene
 Associate Principal



Project Role

Principal Structural Engineer

Education

M.S., Structural Engineering,
 University of California, Berkeley

B.S., Civil Engineering, University of
 California, Berkeley

Registration

Registered Civil and Structural
 Engineer, California

With over 20 years of experience in structural engineering, Mr. Kren has a wide range of project types, including new design and renovation of aquariums, restoration and seismic rehabilitation of historic buildings, higher education facilities and a wide array of new building types. Mr. Kren believes close collaboration is key to a successful project, and brings an integrated systems approach to project development and design.

Mr. Kren is LEED accredited, and has recently co-authored Structural Engineering Strategies towards Sustainable Design, as Chair of the SEAONC Sustainable Design Committee. Mr. Kren was a guest lecturer in the Department of Civil and Environmental Engineering at UC Berkeley.

Project Experience

- Apple Industrial Design Studio Floor Study, Cupertino, CA
- Harding Elementary School New Glass Awning, El Cerrito, CA
- Hearst Castle Neptune Pool Repair, San Simeon, CA
- Ferry Building Plaza Deck Review, San Francisco, CA
- Ferry Building Flap Sign, San Francisco, CA
- Ferry Building Tenant Improvements/Structural Reviews:
 - Humphry Slocombe Ice Cream Shop
 - Mijita Restaurant
 - Prather Meat Company
 - Boulette's Larder
- Monterey Bay Aquarium Compactor Enclosure Covering, Monterey, CA
- Monterey Bay Aquarium Energy Infrastructure Upgrades, Monterey, CA
- Pier 1 Heat Pump Installation, San Francisco, CA
- San Francisco Soft-Story Apartment Building Screenings, San Francisco, CA
- Stanford University Row Housing Capital Improvement Projects (Durand House, Roth House, Xanadu House), Stanford, CA
- Stanford University Hulme Renovation, Stanford, CA
- UC Berkeley, Doe Library Roof, Berkeley, CA
- UC Berkeley, Evans Hall Roof, Berkeley, CA
- UC Berkeley, Foothill Housing Deck Repair, Berkeley, CA
- UC Berkeley, Morgan Hall Roof Lab Development, Berkeley, CA
- UC Berkeley, RSF Rooftop Mechanical Repair, Berkeley, CA
- UC Berkeley RSF Handball Courts Re-Roof, Berkeley, CA

FIRM BACKGROUND AND EXPERIENCE

GUTTMANN & BLAEVOET has provided continuous engineering services to architects and building owners since 1956. *Our mission is to provide engineering and consulting services with an emphasis on designing healthy and productive indoor environments--while preserving the outdoor environment--using creative, appropriate and cost effective solutions.* With offices in San Francisco, Sacramento, and Santa Rosa our staff of 45 includes licensed mechanical and electrical engineers, telecom/technology experts, energy/carbon analysts, designers, controls specialists and commissioning/retro-commissioning providers. We have worked with many municipalities in the bay area that include the City of Sunnyvale, City of Mountain View, City of Santa Clara, City of Cupertino, City of Palo Alto, and City of San Jose. We have worked on a broad range of building types, providing innovative yet appropriate design solutions that achieve energy efficiency and high level of system performance while meeting project schedule and budget.

RELEVANT EXPERIENCE:

- Sunnyvale Senior Center, Sunnyvale, California.
- Mitchell Park Library & Community Center, Palo Alto, California.
- Mayfair Community Center, San Jose, California.
- Northgate Senior Community Center, Fremont, California.
- Pickleweed Park Community Center, San Rafael, California.
- Jewish Community Center, San Francisco, California.
- Strawberry Community Center, Mill Valley, California.
- George Sim Community Center, Sacramento, California.
- Rossmoor Creekside Event Center, Walnut Creek, California.
- West Sacramento Community Center, West Sacramento, California.
- Pittsburg Senior & Community Center, Pittsburg, California.
- Concord Senior Center, Concord, California.
- San Leandro Senior Center, San Leandro, California.
- Milpitas Barbara Lee Senior Center, Milpitas, California.

STEVEN GUTTMANN, PE, LEED AP
PRINCIPAL
MECHANICAL ENGINEER

Steve is responsible for the design leadership of HVAC, plumbing and fire protection systems. He brings a strong commitment to sustainable design, energy conservation, and healthy building design. Steve has extensive experience in the energy analysis, design and construction of complex projects, including for higher education facilities, libraries, hospitals and medical centers, laboratories, museums and aquariums, and performing arts/media facilities. Steve serves on national committees that are developing guidelines and best practices for sustainability in our nation's healthcare facilities. He served on the LEED for Healthcare Core Committee, which developed the LEED for Healthcare Rating System, and on the Steering Committee of the Green Guide for Health Care (GGHC), for which he wrote the Energy Optimization credit. Steve also leads the GGHC Carbon/Energy Task Group as the Co-Chair.

REGISTRATION Mechanical Engineer: California; LEED Accredited Professional

EDUCATION B.S., Mechanical Engineering; B.A., Environmental Studies, University of California, Santa Barbara

PROJECT EXPERIENCE



Sunnyvale Senior Center



Barbara Lee Milpitas Senior Center

- Sunnyvale Senior Center, Sunnyvale, California. **New 23,000sf multipurpose building. Program areas include activity areas, stage and facilities for arts and crafts including woodshop, and fitness room.**
- Milpitas Senior Center, Milpitas, California. **Renovation of existing space to community room/auditorium, game rooms, classrooms, an art room, an exercise/dance room, and a fitness center.**
- Jewish Community Center, San Francisco, California. **New 190,000sf center that includes a recreation center, theater, auditoriums, music/art rooms, classrooms, and art studio.**
- Northgate Senior Community Center, Fremont, California. **New 16,000sf community center, with kitchen/dining space, multi-purpose room, conference rooms, stage, computer labs, and offices.**
- Concord Senior Center, Concord, California. **New 15,000sf building with multi-purpose and activity rooms.**
- California Theater, San Jose, California. **Renovation and addition.**
- Geary Theater, San Francisco, California. **Renovations.**
- Cowell Theater, Fort Mason, San Francisco, California. **Conversion of existing space into 450-seat theater.**
- Livermore Valley Regional Performing Arts Center, Livermore, California. **New 1,960 seat performance arts center with full stage.**
- Mountain View Public Library, Mountain View, California.
- Live Oak Library, Santa Clara, California.
- Central Park Library, Santa Clara, California.
- Tully Road Community Library, San Jose, California.

AFFILIATIONS

US Green Building Council (USGBC) LEED for Healthcare Core Committee; Steering Committee member, Green Guide for Health Care; US Green Building Council (USGBC) Northern California Chapter; Berkeley's Best Builder Program, Berkeley Green Resource Center; and American Society of Heating, Refrigerating & Air Conditioning Engineers

PETER BALINT, PE
PRINCIPAL
ELECTRICAL ENGINEER

Peter has over 40 years of experience in the design of electrical systems including power, lighting and signal systems for all types of commercial and institutional construction. Peter has worked in the United States, Japan and the United Kingdom, with projects on three continents. He has an extensive knowledge of a wide variety of electrical systems, from low voltage signals to high voltage distribution. He is especially experienced and knowledgeable in the design of electrical systems for public facilities such as museums, performance venues, educational and health care facilities. A number of his projects have involved maximizing the use of daylighting and other energy efficient schemes.

REGISTRATION Electrical Engineer, California
EDUCATION B.S., Engineering, California Institute of Technology

PROJECT EXPERIENCE



Rossmoor Creekside Event Center

- Rossmoor Creekside Event Center, Walnut Creek, California. **New event center that includes event/performance room with stage and green room, meeting space, kitchen and patio.**
- Mondavi Performing Arts Center, University of California, Davis.
- Gym Renovation & Addition, Stanford University, Palo Alto, California.
- Green Music Center, Sonoma State University, Rohnert Park, California. **Design for 1,400 seat concert hall, rehearsal and support spaces.**
- Art Museum, Harvard University, Cambridge, Massachusetts.
Renovations
- Arts & Industry Building, San Francisco State University.
- North Tower, Santa Clara Valley Medical Center, Santa Clara, California. **New 300,000sf nursing building.**
- Santa Teresa Surgery Center, San Jose, California.
- VA Palo Alto Health Care System Master Plan, Palo Alto, California.
- Polytrauma Rehabilitative Center, VA Palo Alto Health Care System, Palo Alto, California.
- San Francisco Public Utilities Commission Headquarters, San Francisco, California. **New 277,000sf headquarters office building. Designed for LEED Platinum.**
- De Young Museum, San Francisco, California. **Design for new museum.**
- California Academy of Sciences, San Francisco, California.
- Laguna Honda Replacement Hospital, San Francisco, California. **New nursing facility and remodel of existing facility. LEED Silver Certified.**
- PG&E 2270 Folsom Service Center, San Francisco, California. **Major renovation to 138,000sf building. LEED Platinum Certified.**
- Kaiser Medical Center, Santa Clara, California.

AFFILIATIONS IEEE Senior Member; Past Director SF Bay Area Council; Past Chairman IAS SF Chapter

MAIA SPEER, PE, LEED AP
ASSOCIATE PRINCIPAL
COMMISSIONING

Maia has over 20 years of broad-based experience in building HVAC and systems engineering that includes design, specifications, construction administration, engineering technical reviews, energy efficiency design and audits, energy project management, field evaluations of central plants, HVAC systems, and building control systems, as well as 10 years as Commissioning Authority for airport, transit, healthcare, laboratory, educational, commercial, correctional, hospitality, mixed use and multi-family residential facilities. She has managed multiple commissioning and retro-commissioning projects; developed and implemented commissioning plans and specifications for building mechanical, plumbing, fire/life safety, telecom, security and electrical systems; conducted hands-on functional testing; written technical reports; provided post-occupancy building operations reviews and existing building commissioning - all with the goal of verifying that building systems perform interactively according to the design intent and the owner's operational needs.

REGISTRATION Mechanical Engineer, Washington, California (pending); LEED Accredited Professional
EDUCATION B.S., Mechanical Engineering, University of Washington

PROJECT EXPERIENCE



Mayfair Community Center



San Leandro Senior Center

- Mayfair Community Center, San Jose, California. **LEED commissioning for 20,000sf community center with banquet hall, offices, conference rooms, reading area, classroom/activity room, fitness room, and pool area. Designed for LEED Certification.**
- San Leandro Senior Center, San Leandro, California. Commissioning for new, 20,000sf senior center. Spaces include classrooms, computer lab arts and crafts space, a game/social room, and dance/exercise studio. **LEED Gold Certified.**
- David Brower Center, Berkeley, California. Commissioning for new 45,000sf community gathering space. **LEED Platinum Certified.**
- Rossmoor Creekside Event Center, Walnut Creek, California. **CALGreen Commissioning for a new event center that includes event/performance room with stage and green room, meeting space, kitchen and patio.**
- Milpitas Library, Milpitas, California. Commissioning services for restoration and new addition of two library buildings totaling 60,000sf. Spaces include a multipurpose room, study space, and computer labs.
- Downtown Library, Palo Alto, California. **LEED Fundamental Commissioning for renovation of 9,000sf existing library. Designed for LEED Silver.**
- Walnut Creek Library, Walnut Creek, California. LEED commissioning services for the new 42,000sf library. **Designed for LEED Gold.**
- Signature Flight Center Renovation, San Francisco International Airport, South San Francisco, California.
- Municipal Transit Authority Renovation, San Francisco, California.

AFFILIATIONS American Society of Heating, Refrigeration & Air Conditioning Engineers; Building Commissioning Association; and US Green Building Council

MICHELE SAGEHORN, CEM, LEED AP
SENIOR COMMISSIONING ENGINEER

Michele is an experienced Commissioning Engineer and Certified Energy Manager with a diverse background and experience with commissioning, retro-commissioning, measurement and verification services, community outreach, and life-cycle analysis. Her background includes over 15 years of problem solving and quality assurance experience, including Six Sigma Certification. She has commissioned several types of buildings, including commercial/office, higher-education, civic/public, laboratory, health care and residential projects. She has led the commissioning of two net-zero energy buildings and performed a post- occupancy measurement and verification through the first year of occupancy.

EDUCATION B.S., Aerospace Engineering, University of Michigan, Ann Arbor
REGISTRATION Certified Energy Manager (CEM); LEED Accredited Professional

PROJECT EXPERIENCE



Portola Valley Town Center



David Brower Center

- Portola Valley Town Center, Portola Valley, California. **New 19,900sf, 3-building complex including a library, town center office, and community center. Key features include in-slab radiant system, photovoltaic system, and heat recovery system. LEED Platinum Certified.**
- David Brower Center, Berkeley California. **New 45,000sf building with gallery, conference center, auditorium, and offices. Key features include radiant in-slab ceiling heating system, DOAS ventilation system, and no compressor cooling. LEED Platinum Certified.**
- San Jose City College System Upgrades, San Jose, California. **Renovation of mechanical, electrical and plumbing systems for 7 classrooms, library, and administration buildings.**
- Cupertino High School Student Union Building, Cupertino, California. **New 2-story, 30,000sf building with kitchen, cafeteria, food court, and administrative, library and classroom spaces. The project will provide Enhanced Commissioning and meet CALGreen Code commissioning requirements.**
- Student Union Building, Cupertino High School, Fremont Union High School District, Cupertino, California. **Enhanced Commissioning and CALGreen Code commissioning for new 2-story, 30,000sf building with kitchen, cafeteria, food court, and administrative, library and classroom spaces.**
- Berkeley High School Gym and Classroom Buildings, Berkeley, California. **New, 39,000sf high school buildings with 2 new gymnasiums, 15 new classrooms, and supporting spaces. Designed for CHPS certification.**
- Oakland Museum Renovation, Oakland, California. **Renovation of 25,000sf that includes museum gallery spaces and auditorium. Key features include museum quality pressure and humidity controls, and AHU upgrades. LEED Gold Certified.**

AFFILIATIONS U.S. Green Building Council (USGBC); American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)



O'Connor
Construction
Management, Inc.

FIRM PROFILE

Cost Estimating

Founded in Orange County in 1982 as *O'Connor Estimating Services*, we have provided pre-construction estimates for more than 200 community facility projects. From programming through construction documents, we take a detailed approach to generating an accurate number inclusive of soft costs, escalation, availability of labor and materials, phasing/site restrictions, and contingencies. We can provide estimates in any format requested, and are experienced estimating projects designed in Revit or other 3D applications.

Over the years we have evolved into a full-service construction management firm, but cost control remains our bedrock service. Our cost estimating services are based upon the principles of British quantity surveying. This is a detailed and methodical approach that emphasizes accountability at every stage—from programming through construction-phase change orders. Pre-construction estimates can be provided for any project at any level of detail, regardless of construction delivery method. O'Connor's team is capable of handling all estimate requests in a timely manner. From design phase through construction, our extensive background in cost control has proven to be a valuable tool for our clients.

Project Experience

- Municipal
- Performing Arts Center
- Historic Renovation
- Offices
- Community Rooms

City of Pleasanton: Firehouse Arts Center | Pleasanton, CA

O'Connor was selected as the Project Manager for the \$10.8 million renovation/seismic retrofit and addition of the City's historic Firehouse Station. Built in 1929, Fire Station One was constructed with bricks from Pleasanton's Remillard Brick foundry. The 2-story, 20,000 SF Arts Center, involved the renovation of the existing 2,450 SF historical portion of the station. It also included demolition of a 7,863 SF non-historic portion of the facility and the construction of a 20,263 SF addition.

- Renovation
- Recreation Center
- Senior Center
- Offices
- Historic Museum
- Conference/Community Rooms

Department of General Services: Department of Veterans Affairs Member Services Building | Yountville, CA

This \$13.1 million, 2-story building was over 60 years old and went through a complete gut & remodel. Features of the 70,000 SF building include a bowling alley, grocery store, library and media center, barber shop, lounges, exercise room and wellness center, music/multi-purpose room, KVET Radio station, and museum. O'Connor's services included cost estimating, value engineering, constructability reviews, scheduling, and on-site construction management. The project is LEED Silver certified.

- Municipal
- Music/Arts Center
- Health Center
- Offices
- Community Rooms

Alameda County Redevelopment Agency: Ashland Youth Center & Holland Park Master Plan | San Lorenzo, CA

O'Connor assisted the Architect by providing cost estimating services for the two Master Plans. O'Connor's estimating services were conducted at the Preliminary Master Plan and at the Final Master Plan phases. The Ashland Youth Center is a 32,000 SF, 2-story structure. Functions housed within the Youth center include a health center, childcare, games room, music center, art & dance studio, careers, computer lab, weight room, café, and commons area. Holland Park consists of a skate park, play structures, group picnic area, parking lots, amphitheater and turf areas, a new 8-lane track to the school, little league field upgrades, and a 150 foot access driveway.



O'Connor
Construction
Management, Inc.

RESUME

Rob Muir, RQS, CPE, MAIB

Senior Cost Estimator

Rob Muir has more than 20 years of experience in the construction industry as a construction project manager, contract administrator, quantity surveyor, and cost planner. As the Estimating Manager for Northern California, Rob has developed the guidelines and leadership to build a strong estimating team for all of his projects. He is knowledgeable in all aspects of the estimating process, including detailed take-off, obtaining price quotes and coordinating and incorporating estimates from all disciplines.



Rob's work involves all types of building and infrastructure projects including community centers, municipal projects, research institutions, educational facilities, and office buildings. He also understands the nature of these projects and the complexities involved, such as phasing for sensitive, occupied facilities.

Project Experience

- City of Dublin: Shannon Community Center
- City of Dublin: Emerald Glen Aquatic Center
- City of Pleasanton: Firehouse Arts Center
- City of Brentwood: City Hall, Community Center, Parking Structure & Civic Park
- DGS Department of Veterans Affairs: Member Services Building
- County of Alameda: Holland Park & Ashland Youth Center Master Plan
- Dublin High School: Sports Complex
- Chabot Community College: Community & Student Services Center
- County of Fresno: Fowler Library, Orange Cove Library, Tranquility Library, Mendota Library, New Central Library, Convention Center, Public Works Remodel
- City of Sacramento: Conference Center, Sierra 2 Center ADA upgrade, Sutters Landing,
- City of Corona: City Hall
- City of Pittsburg: Enean Theater Renovation
- Ingomar Theater Renovation
- Kensington Library Remodel

Education & Certifications

- Graduate Diploma: Quantity Surveying — Deakin University
- B.S. Building — Deakin University
- Registered Quantity Surveyor — Australian Institute of Quantity Surveyors
- Certified Professional Estimator — American Society of Professional Estimators

6 PROJECT OVERVIEW AND APPROACH

We will lead a clear and methodical design process centered on the goals of the project. The program scope from the study consists of a wide variety of seemingly disparate parts including HVAC improvements, fire alarm system upgrades, ADA accessibility renovations, roofing repairs, and a variety of other miscellaneous facility upgrades. This “menu of upgrades” spans multiple buildings within the community center complex. Before we can develop any construction drawings, a primary objective will be for our team to lead the city through a process to evaluate, document, and prioritize each item so the City can select the overall project scope that both meets their priorities and fits the budget. This will involve life cycle cost analysis, systems alternatives, and design options to be prepared. We understand that the much needed renovations often greatly exceed the limited funds available. Thus, creating a process to clearly present design alternatives and document scope decisions by the client is of critical importance. Once the scope is set, the subsequent construction drawings and specifications can be efficiently developed.

Implementation forms the second challenge of this project. Early in the design process, we will explore and evaluate a variety of phasing options that strive to keep the center open as much as possible while minimizing the impacts to the contractor in order to maintain construction efficiency. There will be no perfect solution as construction always has some impact to an operational site. However developing the phasing plan early in the process gives the team and city the opportunity to present it to numerous user groups that will be impacted by the construction. Communicating the phasing plan early on so that staff can make alternate accommodations is nearly as important as the actual phasing plan itself. We have learned how to successfully accomplish this through



JAMES LICK CHILD DEVELOPMENT CENTER



YMCA OF SILICON VALLEY
ASSOCIATION OFFICES

numerous projects on existing high school and university campuses where education is often taking place side by side with active construction.

We would suggest identifying a third objective of, “tying it all together.” Often renovation projects that consist of numerous discrete scope modifications lose sight of the overall building design, are focused on each infrastructure upgrade, and ultimately detract from the lovely aesthetics of these existing buildings. Routing new ductwork, piping, and other building systems will be very challenging with the exposed structure, large clerestory windows, and sloped ceilings in many of the spaces. We look for synergies within the scope to enhance the aesthetics of the project. Where walls are being opened up, we would conceal conduit or piping inside. Where systems must be exposed, we route them to follow structure and result in less obtrusive solutions, always trying to emphasize the aesthetics without effecting the budget.

Building on these primary objectives, we further describe below our approach.

THE IMPORTANCE OF PROJECT COMMUNICATION - “THE CHAIN OF COMMAND...”

At the start of the project to ensure project success, lines of communication must be clearly established between the design team and the City. With complex committee-based clients such as the City of Sunnyvale, it is important to involve a wide range of stakeholders into the process to get their valuable input. However, our project managers take direction only from the designated city project manager. Following this “chain of command” between our team and the city ensures that clear decisions regarding the scope and budget of the project meet the city’s overall expectations. We will actively engage the designated stakeholders as defined by the city to gain their valuable input. We would expect these to include maintenance and operations staff, site staff, and other users of these facilities. By keeping user groups highly involved while closely communicating with the city project manager, our team will be able to gain a broad range of valuable input from key stakeholders, yet still take clear direction on scope and budget strictly from the city project manager.



MENLO ATHERTON HS PRIDE HALL
RENOVATION

MEETINGS - A RECURRING PROJECT TOUCHSTONE

A second key to project success is strict adherence to regularly recurring project meetings between the design team and the city. For this project, we would establish recurring meetings every two weeks to review the project goals, issues, and short term deadlines. This recurring process to discuss project issues and achieve short-term deadlines ensures the long-term project milestones are achieved and the schedule is maintained. Given our nearby proximity in Palo Alto, we would prefer meeting in person.

As part of our overall approach, we lead recurring intensive workshop meetings with our consultant team at our office to coordinate the progress of the work. We place the same, high expectations on their performance that you expect of us. Issues from these sessions directly link back to client meetings to create an efficient and clear line of communication throughout the entire project team in all phases.



SITE INVESTIGATIONS - KEYS TO RENOVATION SUCCESS

With the team in place, meetings and communication understood, we proceed with leading thorough investigations of the existing conditions. We do not solely rely on the as-built drawings and results of the GHD study. Rather we believe that the success of a renovation project is directly proportional to the time spent in the building. We will lead thorough site investigations with the entire consultant team to fully understand the actual as built conditions and better understand the building deficiencies.

Many of the community center buildings consist of vaulted ceiling spaces, exposed structure, and large clerestory windows and skylights. Intimately understanding the wall and ceiling assemblies, shear wall locations, and structural systems, will be crucial to designing new building systems that are cost effective and blend into the original building design. Successful design implementation will necessitate this thorough level of investigation.



MENLO ATHERTON HS DIGITAL
MEDIA ARTS CENTER



TULA PAVILLION AT SAN DIEGO
STATE UNIVERSITY

PRELIMINARY DESIGN PHASE:

During the preliminary design phase, we will work collaboratively with the city team members to develop the actual scope of work that will form the project. Before we develop any drawings, we will assess and categorize the different scope items, building on the work as part of the GHD study. We will confirm the pricing contained within the study based on current costs. We will develop conceptual sketches, research product options, and develop conceptual solutions for each scope item. We will seek out opportunities to combine items where possible to gain further economies. For example, how can we combine accessibility solutions with door replacement, or combine mechanical system upgrades with roofing replacement.

As we develop these conceptual solutions and analyses, we will conduct recurring meetings with the City and key stakeholders, both from the maintenance teams and appropriate user groups. We will present each alternative with simply understood pro's and con's, a cost benefit analysis, and a recommendation. By leading this clear process, we are confident that our team will effectively guide the City to making informed decisions.

Just some of the issues that we would expect to explore in this process include:



ADA ACCESSIBILITY

There are several challenging accessibility issues to solve with this project. Likely the most challenging, the entrances to the gymnastics room do not meet code. The exterior doorway threshold drops several inches from the mat to the exterior and the interior ramp connecting this space to the gym is non-compliant. All conditions will require significant modification to create a successful and well integrated solution. Additionally, providing accessibility within the theater will impact seating and potentially ramping within the space.

HVAC UPGRADES

We will lead a systematic evaluation of mechanical system alternatives for each deficient condition. We will explore system types, including DX versus Variable Refrigerant Flow for the gym. Regardless of the cooling capacity for the gym, we strongly recommend the City examine the ventilation capacity for the gym. in order to maximize the fresh air changes within the space. Additionally, a completely new ventilation system will be needed for the gymnastics room.

ROOFING, DOORS, AND ELECTRICAL SYSTEMS

Each item will be independently evaluated with preliminary concepts drawn up. Routing of fire alarm conduits and new device installation will be crucial to maintain an aesthetically pleasing appearance to many of these public spaces. Door specifications will be closely examined early on to ensure we recommend doors that have smooth and quiet operation.

Once the scope is selected and the final construction budget is set, we will advance with the design development phase.



DESIGN DEVELOPMENT PHASE:

With the project scope set, this next phase becomes more technical in nature.

We will continue to hold client meetings and separate consultant meetings every two weeks to advance the design, address questions, coordinate the work, and maintain the project schedule. We will lead a rigorous process with meticulous attention to the technical details of the work, meeting your 30%, 75% and 100% milestones and deliverables.

Below we highlight some of our unique services that we offer during this phase.

BUDGETARY DESIGN CONTROLS DURING DESIGN DEVELOPMENT PHASES

Together with the City's project team, we will recommend a select few design alternates for consideration. We would recommend selecting one or two items that are part of the selected base scope, and one or two that were high priority scope but were not selected as part of the base scope. This allows us to design to 90% of the budget, yet build enough flexibility into the scope so the project can be bid out for the budget. On bid day, the City has great latitude to ultimately select the final project scope and confidently meet the budget.

THE IMPORTANCE OF DEVELOPING EARLY PHASING PLANS

Early in this phase we will explore phasing options. This challenging task will evaluate hours of operation, areas of contractor access and work, and then overlap to determine how to complete the project while minimizing shut-downs. Except as a last resort, we advise against night work, or second shift work as the premium cost never equals the productivity achieved. By building a plan early, our team can build consensus with those effected by the construction work. With our other large-scale educational clients, often the users feel less impacted if they are informed early and involved as part of the decision making with construction phasing.



QUALITY CONTROL PROCEDURES

When the drawings and specifications are nearing completion at each Design Development milestone, we conduct a rigorous in-house quality control review of the project. Led by an experienced, senior project architect, they scrutinize the consultant drawings, identify coordination issues, and examine each detail. Their independent review significantly reduces project issues before construction begins.

DESIGNING TO YOUR CITY STANDARDS

We integrate your City design standards into all aspects of the project. We collect your complete set of standards before starting any design, and ensure that our entire consultant team fully understands them. Together with our consultant team and your appropriate M&O and IT staff, we lead several standards review meetings throughout the life of the project. This ensures our teams fully understand both your standards and your M&O project expectations. Through multiple reviews in meetings, we are able to seek their input on how to adjust portions of the design to economize future maintenance, technology and operations issues. We understand how important your City standards are to successfully maintain and operate your future facilities, especially on such limited budgets. Ensuring your standards are met on your projects, results in truly successful project for years to come.

SUSTAINABLE DESIGN

We are passionate advocates of sustainability and strive to incorporate sensible, practical, and cost effective green design strategies into all of our projects. We start every project by exploring the many ways that the design can save energy, save money, and create a healthful environment, tailored to the specific scope and budgetary constraints for this project. As part of the optional work, we believe you can implement a cost effective photovoltaic system through a cost efficient power purchase agreement. Our engineering teams have led other clients through the procurement process for PPA's, avoiding much of the up-front costs and still saving energy costs on the first day of occupancy.



CAW IN HOUSE QUALITY CONTROL



FIFTH AVENUE LEED-PLATINUM
ALTERNATIVE HIGH SCHOOL
CAMPUS

BIDDING AND CONSTRUCTION PHASE

Although we understand a construction manager will oversee the day-to-day construction activities, we still provide a strong and active presence during this phase. We employ two fundamental strategies to ensure a successful construction process. First, our senior project architect continues to lead the project through construction after design is complete. We do not pass off projects from a design group to a separate construction group. Instead, our experienced project architects understand early design decisions and are best equipped to carry them through construction. Their senior leadership and intimate project knowledge allows us to reduce or eliminate change orders. Our firm principal, Brent McClure, remain actively involved and are often on site during critical phases of construction.

Second we assume a strong and active presence. We respond quickly to field questions and coordinate the necessary approvals with the building department to keep work moving. Our quick response times significantly reduce potential delay claims, keep projects on schedule, and reduce potential change orders. We practice a team approach having our architects work closely with the contractor, inspector, and client team. We closely scrutinize every change order to determine their cause and validity, and work to protect the owner's financial interests through construction.

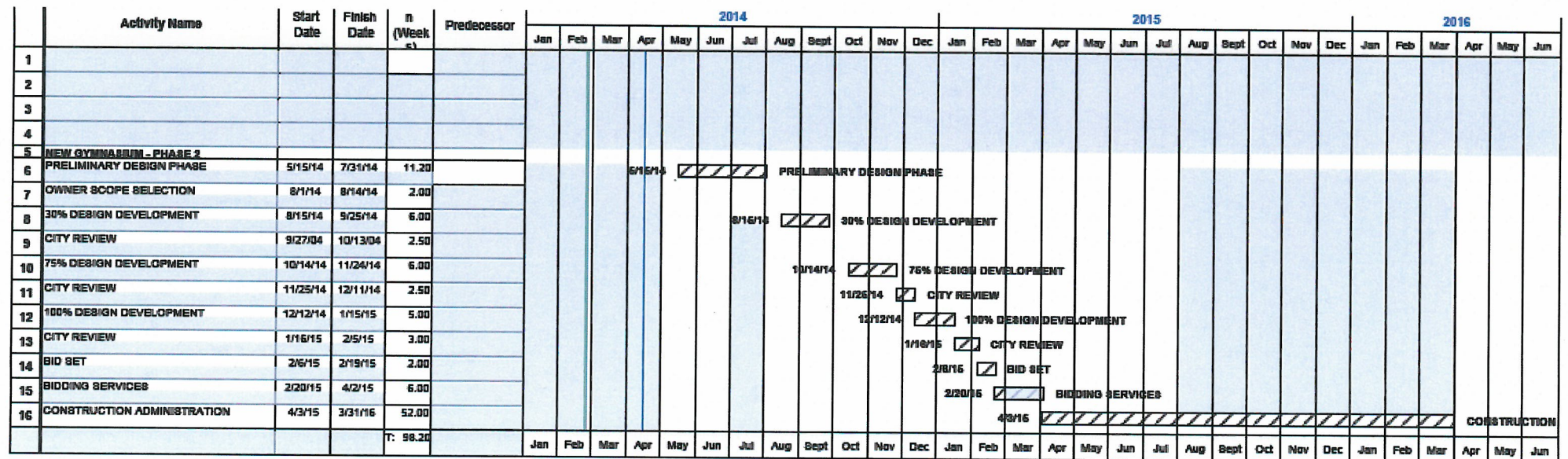


CAW IN THE FIELD - MENLO
ATHERTON HS DIGITAL MEDIA
ARTS CENTER



CAW IN THE FIELD - STANFORD
LAW SCHOOL RENOVATION

The remaining phases will consist of scope development and regular client review meetings.



CODY ANDERSON WASNEY

ARCHITECTS

REVISED: APRIL 15, 2014

COST PROPOSAL

CITY OF SUNNYVALE

Design and Construction Support
Services for the Community Center
Infrastructure Project - Phase II



455 Lambert Avenue | Palo Alto, California 94306
650 328-1818 voice | 650 328-1888 fax | www.cawarchitects.com

PROJECT COST PROPOSAL

Tasks		Labor						Subconsultants			Signage	ODC's	Total
Task #	Task Description	Principal	Project Manager	Designer Drafter 1	Designer Drafter 2			Structural	MEP	Cost			
		Brent McClure	Monique Wood	TBD	TBD			Rutherford and Chekene	Guttmann & Blaevoet	O'Connor Construction Mgmt.	Shannon Leigh Assoc.	Other Direct Costs - 5% Consultant Markup	Total Fee
		\$225.00	\$130.00	\$90.00	\$90.00			Lump Sum	Lump Sum	Lump Sum	Lump Sum		
1	Project Management	52	0	0	0	52	\$11,700	\$0	\$0	\$0	\$0	\$0	\$11,700
2	Preliminary Design	4	240	192	0	436	\$49,380	\$5,000	\$7,000	\$3,500	\$5,700	\$1,060	\$71,640
3	30% Design	4	160	200	0	364	\$39,700	\$7,500	\$22,000	\$5,445	\$4,000	\$1,947	\$80,592
4	75% Design	4	160	200	0	364	\$39,700	\$12,000	\$64,000	\$10,725	\$5,800	\$4,626	\$136,851
5	100% Design	4	320	320	48	692	\$75,620	\$14,000	\$41,000	\$13,365	\$8,500	\$3,843	\$156,328
6	Final Submittal	0	80	80	0	160	\$17,600	\$1,500	\$12,000	\$5,363	\$2,500	\$1,068	\$40,031
7	Bid and Construction Support	0	413	132	0	545	\$65,570	\$9,000	\$59,000	\$0	\$3,500	\$3,575	\$140,645
8	Reimbursable Expenses (not-to-exceed allowance - will not be billed if not needed)												\$20,000
	Proposal Subtotal	68	1373	1124	48	2613	\$299,270	\$49,000	\$205,000	\$38,398	\$30,000	\$16,120	\$657,788
	Optional Services												
A	Provision of Solar Power on Campus	0	40	40		80	\$8,800	\$7,395	\$12,000				\$28,195
B						0	\$0						\$0
C						0	\$0						\$0
	Total Optional Services	0	40	40	0	80	\$8,800	\$7,395	\$12,000	\$0	\$0	\$0	\$28,195
	Total Including Optional Services	68	1413	1164	48	2,693	\$308,070	\$56,395	\$217,000	\$38,398	\$30,000	\$16,120	\$685,983
	Notes:												

We propose to perform the the engineering, design, and project management services to complete the scope of work as described within the City of Sunnyvale Request for Proposal dated December 18, 2013. Below outline our further assumptions and qualifications.

PROJECT ASSUMPTIONS:

- We have based our fee and scope of work on Table A: Improvements Identified during Phase I, and the Additional Improvements as described within the project RFP dated December 18,2013.
- We have based our fee on the schedule durations outlined on our proposed preliminary project schedule. These durations specify a 9 month design duration and a 12 month construction duration.
- Our structural engineering scope is limited to designing minor structural improvements where work occurs. Seismic analysis, seismic modeling, or other seismic improvements are excluded at this time.
- Our MEP engineering scope has included up to two Life Cycle Cost Analyses.
- We will prepare one energy model for the buildings in order to analyze the existing mechanical buildings systems.
- We assume that the existing building electrical service and other existing building systems are adequately sized to accommodate the work and do not require upgrading.
- Additional design scope in excess of what is described in the RFP would be considered an additional service. These could include building deficiencies discovered during the design or construction phases.
- Redesign of the portions of the project due to significant changes implemented after approval of the documents or the start of the next phase of design, and significant design changes during construction, would be considered an additional service.
- ~~The design of the fire alarm system and any modifications to the fire sprinkler system will be done on a design-build basis.~~

- CAW Architects roofing design detailing. CAW Architects has added a signage consultant in order to properly complete the signage scope as described within the RFP.
- Cost estimating is provided at Preliminary Design, 30% Design, 75% Design, and 100% design.
- Existing conditions drawings of the buildings and site are provided in PDF format.
- Topographic survey and hazardous materials reports will be provided by the City.
- Reimbursable expenses will be billed on an **as needed** basis at cost for printing and shipping. We do not charge for mileage within the Bay Area. We have included a reimbursable expense allowance for our project team in the amount of \$20,000, which is built into our fee spreadsheet. **Any unused portion of this allowance will be credited back to the project if unused.**

BILLING RATES

Our billing rate schedule is as noted below, listing the range of rates for each staff position. We adjust these annually through normal salary review practices.

Principal	\$225
Associate	\$150
Project Manager	\$130
Job Captain	\$115
Designer/Draftsperson	\$90
Administrative	\$65

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.