

## ATTACHMENT 1

### DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND DAHLIN GROUP FOR THE WASHINGTON COMMUNITY SWIM CENTER PROJECT

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and DAHLIN GROUP, a corporation. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for the design and preparation of bid documents and construction support for the Washington Community Swim Center 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 Stephanie Fujimura 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. Time for Performance

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

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 Twelve Thousand Two Hundred Thirty Four and No/100 Dollars (\$612,234.00) for the duration of the contract, as well as additional or optional services in an amount not to exceed Twenty Thousand Three Hundred Twenty One and No/100 Dollars (\$20,321) 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 Thirty Two Thousand Five Hundred Fifty Five and No/100 Dollars (\$632,555.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

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, Director of Public Works  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: DAHLIN GROUP  
Attn: Stephanie Fujimura  
5865 Owens Drive  
Pleasanton, CA 94588

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

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

APPROVED AS TO FORM:

DAHLIN GROUP ("CONSULTANT")

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

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

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



**EXHIBIT A**  
**SCOPE OF WORK**

**I. PROJECT DESCRIPTION**

- A. PROJECT consists of the complete removal and replacement of the Washington Pool complex including the pool, pool deck, and associated buildings. The focus of the revised project will be on recreational swim. The approved construction budget, including contingencies, permits, and utility fees is approximately \$5.5M. PROJECT is located at 255 S. Pastoria Avenue in the City of Sunnyvale, CA.

**II. INITIAL PROGRAM**

- A. OWNER's initial anticipated program includes the following elements which are subject to change based on the results of the public input process:

1. SWIM CENTER BUILDINGS

- a. Approximately 10,000 sq. ft.
- b. Anticipated Building Program Areas:
  - Staff / Lifeguard Offices and General Staff Area;
  - General Office, Storage and IT space;
  - Small Community Room;
  - Pool Locker Rooms / Restrooms / Showers;
  - Pool Equipment (energy efficient, latest technology systems)/ Chemical Storage / Pool Accessory Storage;
  - Parks Maintenance Office/Equipment Storage for the entire park.

2. SITE/PARK AMENITIES

- a. Approximately 1.2acre total site area within existing park.
- b. Program:
  - Swim Lesson Instruction Pool (include all levels from shallow entry to advance level with lap lanes);
  - Recreation Pool/multi-use program space with water feature to promote family fun;
  - Pool Fence / Enclosure;
  - Pool Deck / Casual Seating Areas / Sun Shade Elements;
  - Relocation of Horseshoe Pits;
  - Protection of Existing Trees and installation of new landscape;
  - Installation of new hardscape to blend with existing park / site;
  - A determination of parking needs for the new facility;
  - Rework of existing accessible parking spaces at street.

3. UTILITIES and OFF-SITE WORK

- a. Site utility design, including coordination of existing utility relocation and new connections as required.
- b. Off-site work is not included, except for limited improvements to relocation of horseshoe pits.

City of Sunnyvale Green Building Standards for 2015 which require electric car chargers at a minimum of 3% of parking spaces, CALGreen construction for buildings less than 5,000 square feet and LEED Gold for larger buildings (verified by LEED AP) will apply to the new building.

### III. SCOPE OF SERVICES

#### A. *Project Management*

ARCHITECT will be the primary responsible party for managing the project's schedule and consultant contract budget. ARCHITECT anticipates the following meetings for PROJECT:

1. Design kickoff – 1;
2. E-Builder training – 1;
3. Submittal Review Meetings for Design Development Progress submittal - 1;
4. Monthly coordination meetings - 9
5. Public Outreach meetings – 3
6. Design Presentation meetings - 2
7. Building Department meetings – 1 (or as necessary to meet building division requirements to obtain building permit)

ARCHITECT shall prepare all agendas and 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.

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. ARCHITECT will also be responsible for making appointments (as necessary) and delivering all subsequent submittals to the Building Division.

ARCHITECT shall host an FTP site throughout the project's duration for electronic file sharing within the design team ARCHITECT will attend one e-Builder software training session provided by the OWNER to learn how to utilize this software and will implement it as agreed to by the OWNER and ARCHITECT for the duration of the project. OWNER is responsible for cost of providing software and licensing to ARCHITECT for use on project.

#### B. *Preliminary Design and Public Outreach*

During the design process ARCHITECT shall conduct the following public outreach:

**Stakeholder Input Meeting:** ARCHITECT shall conduct a primary stakeholder meeting at the Washington Park Building with members of the neighborhood surrounding the park, pool users, various park user groups, and other key stakeholders. The objective of the meeting is to gather input regarding desired design elements for the new swim center. Stakeholders will also be able to express concerns about potential project impacts. In addition, this will be an opportunity to provide information to stakeholders

about the design process, including future opportunities for public input, and to outline a tentative project schedule.

Information gathered at this meeting will be used during the conceptual design process. ARCHITECT shall be prepared to offer suggestions and show some examples of possible design features, and shall be responsible for producing and distributing all materials necessary such as agendas and any other handouts or exhibits necessary to conduct the meeting. All documentation of the meeting including keeping an accurate sign-in sheet, taking notes and preparing meeting minutes for review and approval by the OWNER shall also be the responsibility of ARCHITECT.

ARCHITECT will use the input gathered at the meeting to create three (3) conceptual designs for the new swim center that will be presented at the second stakeholder meeting. Prior to the second community meeting, ARCHITECT will discuss the three concept plans and their associated costs and impacts with the OWNER.

The OWNER will be responsible for public outreach and notification prior to all public meetings.

**Stakeholder Conceptual Design Selection Meeting:** The goal of the second meeting is to present three conceptual design plans to stakeholders and select a preferred alternative, or combination of alternatives, based on feedback gathered at the meeting.

ARCHITECT responsibilities for the second meeting shall include preparation and distribution of all necessary handouts and exhibits, presentation of the three conceptual designs, facilitation of selection of a preferred alternative or combination of alternatives as well as documentation of the meeting.

**Parks and Recreation Commission Meeting Public Hearing:** ARCHITECT shall present the preferred conceptual design to the Parks and Recreation Commission at a regularly scheduled meeting. This includes, but is not limited to preparing and presenting a power point presentation, any necessary exhibits, providing a summary of the public outreach and design process, and answering questions from the Commission so they can recommend approval of a conceptual design to the City Council.

**City Council Meeting Public Hearing:** ARCHITECT shall present the preferred conceptual design to the City Council as recommended by the Parks and Recreation Commission. This includes incorporating any appropriate changes requested by the Parks and Recreation Commission prior to the meeting and preparing and presenting a power point presentation with all necessary exhibits, estimates and schedules to explain the design and the public engagement process. ARCHITECT should be prepared to provide information and answer questions to enable the City Council to take action on the conceptual design.

#### *C. Design Development*

ARCHITECTs shall be the Architect/Engineer of Record and responsible for design and preparation of complete plans, technical specifications, and recommended revisions to the OWNER's special provisions for the project. ARCHITECT must perform an adequate field investigation to confirm existing conditions. ARCHITECT shall conduct appropriate soil sampling and testing of any soil that is expected to be off-hauled for disposal during the project and include the results in the bid documents.

All work is to be in compliance with all applicable and non-conflicting rules, regulations, code, law, and good practice for public facilities. When possible, ARCHITECT 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 2012 format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, Sunnyvale Building Division and other stakeholders will also be ARCHITECT responsibility. If the project will disturb one acre or more of land during construction, all provisions of the State Water Resources Control Board Construction General Permit must be complied with.

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

1. 30% Submittal: Submit four (4) sets of 24” x 36” and three (3) sets of 11” x 17” hardcopies.
  - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details
  - b. Cut sheets for equipment/appurtenances
  - c. Documentation of outreach with utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities
  - d. Project schedule update
  - e. 30% construction cost estimate
  - f. Brief memorandum of determination of project’s CEQA needs
  - g. Brief memorandum of determination if the project’s construction activities are within the NPDES Construction General Permit. Include project type and risk level.
  - h. Table of Contents list for technical specifications
  - i. Memo regarding project compliance with provision C.3 of the Municipal Regional Stormwater Permit (MRP) from the Regional Water Quality Control Board
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 four (4) sets of 24” x 36” and three (3) sets of 11” x 17” hardcopies.
  - a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
  - b. 75% specifications:
    - Technical specifications
    - Special provisions, with recommended 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
    - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
    - A table list of materials requiring warranties, and associated warranty periods
  - c. Project schedule update
  - d. Updates on status of permits/applications for service such as PG&E, Santa Clara County Department of Environmental Health, etc.
  - e. 75% construction cost estimate in the form of the bid schedule
  - f. Utility conflicts have been resolved or a timeline for resolution of issues has been determined
  - g. CEQA Exemption documentation, suitable for filing at the County Recorder's Office
  - h. Responses to the OWNER's review comments on the 30% submittal, along with return of mark-ups
  - i. Other supporting documentation as necessary including SWPPP (if construction of the project will disturb one acre or more of land), NOI, documentation of starting permits necessary for the contractor, calculations or reports for Building, SWMP, list of information available to Bidders, etc.
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit four (4) sets of 24" x 36" and three (3) sets of 11" x 17" hardcopies.
- 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 Architect with expertise and experience in the appropriate fields of architecture equal to or greater than the Architect 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 OWNER's review comments on the 75% submittal, along with return of mark-ups
  - f. Other supporting documentation as necessary

#### *D. Bid Package*

The bid package shall be finalized upon incorporation of the OWNER's final comments from the 100% submittal, including incorporation of all Building Division comments. ARCHITECT will provide hardcopies and digital format of the documents listed below:

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

*E. Bidding Services*

ARCHITECT will attend a pre-bid meeting, respond to all bidder's requests for information (RFIs), and support the OWNER'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 OWNER's Purchasing Officer.

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

*F. Construction Support Services*

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

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

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. ARCHITECT 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 ten (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.

## Exhibit "B"

### COMPENSATION SCHEDULE

City of Sunnyvale  
 Proposal For: Washington Community Swim Center Project  
 Consultant: Dahlin Group

#### COST PROPOSAL

Request for Proposals No. F16-100  
 Revised - 7/20/16

Tasks		Labor						Subconsultants									ODC	Total
Task #	Task Description (Change task titles as detailed in the scope of work)	Principal Designer	Principal-In-Charge	Project Manager	Drafter II	Total Hours	Total Labor Costs	Aquatic Design	Cost Estimator	Structural Engineer	Mechanical Plumbing Engineer	Electrical Engineer	Landscape Architect	Civil Engineer	HazMat Report	Arborist	Other Direct Costs	Total Fee
		Mario Aiello	Gregor Markel	Stephanie Fujimura	TBD			Aquatic Design Group	O'Connor Construction Management	BCA Structural	Engineering Network	The Engineering Enterprise	Environmental Foresight	Kier & Wright	ERM	Walter Fujii		
		\$210	\$190	\$130	\$104			Fee/HR or LS	Fee/HR or LS	Fee/HR or LS	Fee/HR or LS	Fee/HR or LS	Fee/HR or LS	Fee/HR or LS	Fee/HR or LS	Fee/HR or LS		
A	Project Management		40	80		120	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000
A.1	e-Builder Training		4	4		8	\$1,280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,280
B	Preliminary Design and Public Outreach	20	40	80	40	180	\$26,360	\$5,378	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,738
C	30% Design	40	65	129	120	354	\$49,959	\$26,888	\$5,000	\$3,000	\$4,020	\$5,250	\$3,450	\$3,750	\$11,000	\$5,500	\$0	\$117,817
D	75% Design	30	70	120	110	330	\$46,640	\$32,265	\$6,250	\$4,000	\$5,360	\$7,000	\$4,600	\$5,000	\$0	\$0	\$0	\$111,115
E	100% Design	20	40	160	150	370	\$48,200	\$26,888	\$7,500	\$6,000	\$8,040	\$10,500	\$6,900	\$7,500	\$0	\$0	\$0	\$121,528
F	Bid Package - Final Submittal	10	40	160	150	360	\$46,100	\$10,755	\$8,750	\$6,000	\$8,040	\$10,500	\$6,900	\$7,500	\$0	\$0	\$0	\$104,545
G	Bidding Support Services		20	40	19	79	\$10,976	\$5,378	\$0	\$1,000	\$1,340	\$1,750	\$1,150	\$1,250	\$0	\$0	\$0	\$22,844
H	Construction Support Services		40	200	160	400	\$50,240	\$13,659	\$0	\$3,000	\$4,020	\$5,250	\$3,450	\$3,750	\$0	\$0	\$0	\$83,369
	<b>Proposal Subtotal</b>	<b>120</b>	<b>359</b>	<b>972.685</b>	<b>749</b>	<b>2200.685</b>	<b>\$297,755</b>	<b>\$121,209</b>	<b>\$27,500</b>	<b>\$23,000</b>	<b>\$30,820</b>	<b>\$40,250</b>	<b>\$26,450</b>	<b>\$28,750</b>	<b>\$11,000</b>	<b>\$5,500</b>	<b>\$0</b>	<b>\$612,234</b>
	<b>Optional Services</b>																	
1	CEQA - MND Report																	\$19,041
2	Optional City Meeting / Presentation		4	4		8	\$1,280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,280
3																		
	<b>Total Optional Services</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>\$1,280</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$20,321</b>
	<b>Total Including Optional Services</b>	<b>120</b>	<b>363</b>	<b>976.685</b>	<b>749</b>	<b>2208.685</b>	<b>\$299,035</b>	<b>\$121,209</b>	<b>\$27,500</b>	<b>\$23,000</b>	<b>\$30,820</b>	<b>\$40,250</b>	<b>\$26,450</b>	<b>\$28,750</b>	<b>\$11,000</b>	<b>\$5,500</b>	<b>\$0</b>	<b>\$632,555</b>
	Notes:																	
1																		
2																		
3																		

## 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.