

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF
SUNNYVALE AND KAPPE ARCHITECTS FOR THE CORPORATION YARD
SITE FEASIBILITY & MODERNIZATION PLAN PROJECT**

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

WHEREAS, CITY desires to secure professional services necessary for development of a safe and efficient design, technical studies, producing text and illustrations, and preparing cost estimates for the Corporation Yard Site Feasibility & Modernization Plan 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 Ron Kappe 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 base services as identified in in Exhibit "A". In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Fifty Nine Thousand Seven Hundred Forty Nine and No/Dollars (\$259,749.00) 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 become property of CITY following payment in-full for the Services performed by the CONSULTANT, 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 or modification made 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: Kappe Architects
Attn: Ron Kappe
801 D Street
San Rafael, CA 94901

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. 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.

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

If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

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:

KAPPE ARCHITECTS
("CONSULTANT")

By _____
City Attorney

By _____

Name/Title

By _____

Name/Title

Exhibit A
SCOPE OF WORK FOR
Corporation Yard Site Feasibility and Modernization Plan
Project No. PR-15/05-16

I. Project Information

A. Description

This project provides for the development of a Corporation Yard Site Feasibility and Modernization Plan (Plan) for the replacement of buildings at the City Corporation Yard (Corp Yard). The condition and needs of each building should be evaluated, and scopes, schedules and estimates for replacement should be developed that will optimize space needs and efficiency while minimizing costs and disruption to existing operations. The administration, fleet maintenance, warehouse, sign shop, key shop, meter shop, carpenter shop, evidence room, parks temporary office and storage room buildings, vehicle wash/fueling/storage areas, waste disposal areas, HVAC systems, site security systems, and all other offices and restrooms will be evaluated and included in the Plan.

B. Location

The project is located at the City of Sunnyvale Corporation Yard at 221 Commercial Street in Sunnyvale. It is bordered by Commercial Street to the east, East California Avenue to the south and private properties to the west. A portion of the north side is bordered by a private property in addition to a City owned parcel that is currently rented out.

C. Existing Conditions

The Corp Yard is approximately 8.72 acres in size and consists of parking, storage, and several buildings. The larger buildings on the site such as the warehouse, fleet maintenance and administration buildings were constructed between 1950 and 1953. The evidence storage building was constructed in 1985 and the temporary parks office was built in 1994. The facility currently includes work space for a number of city employees. Due to the age of the facility and configuration, it is inefficient and undersized for today's needs and standards. Due to the number of employees, vehicles, and equipment on site, parking and circulation is also undersized and inefficient.

The construction type and condition of the buildings and their plumbing, HVAC and electrical systems varies. They have undergone various improvements and additions over the years. A list of record drawings and previous facility evaluations is included in Section IV. The plans are available upon request.

Materials and supplies are stored in various locations throughout the property, and in some cases, stored in open, unprotected racks. There is limited covered area, to protect equipment and materials from degrading in the sun. Materials and storage areas include but are not limited to:

- Material bins for rock and similar products
- Sandbag pickup area for the public
- Street light poles
- New vehicle storage
- Other large or heavy construction materials including pipes, fittings, valves, barriers, crack seal equipment, benches, vaults, manholes, gratings, etc.

- Evidence vehicles
- Hazardous materials (both materials used for work, and waste for disposal)
- Large size and heavy equipment; with additional equipment forthcoming
- Trees and other plant life
- Storage of “Homeless” encampment belongings

The site includes a number of monitoring wells that have been installed to observe the status and movement of subterranean plumes of contaminants that originated off-site and are moving through the soils under the Corp Yard. Any location or re-location of facilities must take these wells into consideration.

II. Consultant Scope of Services

The consultant will perform all architectural/engineering and project management related work necessary to review available City records, interview staff, visit the site to inspect and evaluate the condition of the existing buildings, and assess the space needs of the divisions currently using the buildings. The condition assessment should consist of an inspection and assessment of each facility to identify deficiencies, problems, maintenance items, hazards, and risks, as well as any issues related to ADA accessibility, NPDES, and code violations. It should also include an evaluation of mechanical systems and electrical equipment, lights, and controls. The space needs assessment should determine the space needs of each division using the Corp Yard, which includes:

- Public Works - PW Operations (Street Operations, Fleet Services, Facility Services)
- Public Works - Parks, Golf & Trees - including Boulevard Maintenance
- Environmental Services - Water Supply & Distribution, Sewer Collection
- Finance - Central Stores
- Public Safety - Property Storage, Evidence Storage, Emergency Communications

Results of the condition evaluation and the needs assessment will form the foundation of the Plan for the expansion, renovation, and/or replacement of the existing facilities.

The City also owns the property at 239 Commercial Street which is directly adjacent to the Corp Yard along the north side. The Plan should investigate the possibility of utilizing this property for additional space. It should also investigate the sale of the property for a possible source of funding to replace the existing buildings at the existing site.

A separate project to install solar car ports and solar structures to meet electrical needs of the Corp Yard is under development. A concept plan showing potential locations is available for review. Consultant shall utilize this information and incorporate it into the Plan.

Consultant services shall include, but are not limited to: Project management, Site Assessment and Studies, and Site Alternatives, 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. 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. The consultant shall host an FTP site throughout the project's duration for electronic file sharing.

E-Builder license and training: The selected consultant will be required to use e-Builder™ software and protocols included in that software during this project. Consultant is responsible for sending one representative to attend one 4-hour City-provided training session. City will provide consultant with one e-Builder software license for the duration of the project. E-Builder software shall be utilized for all project management documentation and correspondence. The use of project management communications herein described is in addition to and does not replace or change any contractual responsibilities of the consultant.

The Final Corporation Yard Site Feasibility and Modernization Plan shall be comprised of site assessment and studies from Section B, and site alternatives from Section C, as detailed below.

B. Site Assessment and Studies

Consultant shall be responsible for preparation of a number individual studies and assessments for the Corp Yard including but not limited to:

Conditions Assessment

- Perform site inspections and evaluate the needs and condition of each building and facility.
- Evaluate mechanical systems, HVAC systems, plumbing, electrical equipment, lights, and controls. Ensure all systems are in compliance with current building codes. Provide recommendations for functionality, efficiency, and whether or not the systems meet Staff's needs.
- Identify deficiencies, hazards, risks, ADA, NPDES, and code violations throughout the facility.
- Identify structures and facilities in need of rehabilitation or replacement.

Space Needs Assessment

- Interview the various divisions utilizing space at the Corp Yard to determine current and projected space needs along with constraints and facility requirements.
- Provide building programming for all functional areas utilized by the Corp Yard staff including but not limited to: administration, fleet maintenance, warehouse, sign shop, key shop, meter shop, carpenter shop, evidence room, parks temporary office and storage room buildings, vehicle wash/fueling/storage areas, waste disposal areas, HVAC systems, personnel offices, restrooms, locker-rooms, lunchroom, conference rooms, and public reception area.
- Investigate options for building replacement or rehabilitation.
- Include Room Data analysis detailing size and use of each room.

- Investigate the option of the addition of a “Field Emergency Operations Center” that is equipped to serve as a staging area in response to local emergencies.

Site Security System Evaluation

- Investigate options for security systems for: (1) public access to the main lobby; and, (2) access to rear parking.

Regulatory Requirements

- Identify regulatory requirements and approvals needed for the implementation of the Plan and future considerations.
- Provide a Memorandum of determination of the future project’s CEQA needs.

Utility Coordination

- Provide as needed outreach and coordination with franchise utility companies to obtain records and determine facilities that need to be relocated or adjusted as a result of future construction activities.

The individual studies used above shall be compiled into a draft Plan. Consultant shall submit six (6) hardcopies and digital copies (PDF and native format) of each study/assessment. In addition to the abovementioned, the draft Plan shall contain, at minimum, a Table of Contents, Executive Summary, and Project Introduction. The draft Plan shall be submitted to City Staff for review and comment prior to the “all hands workshop” discussed in Section C. The Consultant shall address all City comments and it is anticipated that the draft Plan may need to go through up to three iterations of review. Deliverables for each subsequent submittal shall include six (6) hard copies and digital copies of revised material. Ultimately the Plan shall include Site Concepts, Project Phasing, Design Estimates, Construction Estimates, overall Project Budget, and Schedule; however, these items will be included upon completion of the Site Alternatives as listed in Section C.

Although design of buildings is not in the scope of this Plan, it should be kept in mind that subsequent future design of facilities shall incorporate “green” building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs; and that future buildings as a part of this project shall be designed to achieve a mutually agreed upon LEED goal that is consistent with budget constraints.

C. Site Alternatives

Utilizing the final draft Plan as listed in the previous section, the Consultant shall be responsible for preparing three alternative site concepts for Staff’s review. The concepts shall be scaled color schematics, and shall be presented to City Staff at an “all hands” workshop. Feedback from City Staff at this workshop shall be incorporated in the preparation of two “final alternatives”- one with an expanded footprint including the adjacent parcel at 239 Commercial Street; and the other utilizing the existing space but considering the sale of the adjacent parcel for a possible source of funding for the project. The two “final alternatives” shall include construction phasing information, design estimates, construction estimates, overall project budget, and schedule. Construction phasing shall include options for constructing the project as one large project versus several individual smaller projects.

Subsequently, the two “final alternatives” shall be presented to the City Council by City Staff. The consultant will be expected to attend the City Council meeting in support of City Staff. The consultant shall be responsible for preparing meeting materials needed, including but not limited to poster boards, PowerPoint presentation, and scaled color renderings.

Consultant shall compile all documentation and other information generated and prepared under this section and incorporate it with the draft Plan developed in Section B to create a Final Corporation Yard Site Feasibility and Modernization Plan. Consultant shall submit six (6) hard copies and digital copies (PDF and native format) upon completion.

IV. Available Documents

The list below is available for information only.

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction. Auto Shop floor and roof plans 003-301; Administration floor and roof plans 003-302; Warehouse floor plan 003-303; Evidence building floor plan and roof plan 003-304; Sign Shop floor and roof plan 003-305; Utility building floor plan and roof plan 003-306; Fencing Diagram CP-B-12; Porch Design CP-B-17; Site Plan PR-1957; Lumber Rack CP-B-43; Site improvements CP-B161 & 62; Air conditioning plans CP-B-88-1 & 2; Evidence Building CP-P-109; Remodeling Plans PR-61-3; Office Addition PR-62-4; Corp Yard Additions PR-63-6; Chain link fence plans PR-63-7; Monorail PR-64-3; Fire Sprinkler PR-64-5; Site Improvements PR-67-8; Telemetry Enclosure PR-71-5; Corp Yard Expansion PR-76-4; Mezzanine PR-80-17; Sign Shop Building PR-83-1; Corp Yard Improvements PR-85-13; Fuel Tank Replacement PR-87-3; Paint Booth Improvements PR-89-4; Service Station PR-90-8; Seismic Strengthening PR-92-9; Roof Replacement PR-97-10 & PR-06/01-07; Water Meter Shop A-173-2 & A-174-3;
- City of Sunnyvale Office Space Standards.
- Long Range Facilities Plan prepared by Carter Goble Lee, August 22, 2008.
- Cell Tower Lease Agreements with AT&T and T-Mobile.
- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary.<http://sunnyvale.ca.gov/Departments/PublicWorks/UtilityMaps.aspx>
- Tract Map 1025
- 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 consultant.

- GIS data for property lines, street center lines, and one (1) foot contours
- Aerial photographs from 2015 (ArcGIS format)
- City standard plan cover sheet

Kappe Architects Team
City of Sunnyvale

[illegible]

City of Sunnyvale- KAPPE ARCHITECTS TEAM Prop 11/7/2016																											
Attachment C - Cost Proposal		KAPPE			ARCHITECT, TEAM LEAD			MDG		FLEET MAINT			G&B		MEP,FP, IT, SECURITY					ZFA		Structural		BkF		LSA	
Tasks																											
Task #	Task Description	Project Manager	Job Captain	Drafting Support	Total Hours	Principal QA/QC	Project Manager	Drafting Support	Total Hours	Project Manager	Mech	Electrical	Low Voltage	Plumb+ FP	Admin	Energy & Sustainability	Total Hours	Principal QA/QC	Project Manager	Sr. Eng.		Civil	Sr. Estimator	Total Hours			
		KAPPE	KOZAK	HABIB		PYNN	ZIMMERMAN	WEISMANT EL		SINGH	SINGH	STEFFEN	STEFFEN	YEAGER	MAHON	TIFFANY		ZUCCO	ESPINO	PANCOAST			SAYLOR				
		\$170	\$105	\$95		\$185	\$147	\$115		\$250	\$250	\$250	\$250	\$190	\$85	\$230		Total Hours	\$250	\$170	\$140	Total Hours	Fee/Hr or LS		\$ 160		
1	Project Management	40	24	12	76	6	7	0	13	6	0	0	0	0	0		6	1	2			-					
2	Site Assessment and Studies (Field Review of site improvements and visual utilities)	57	74	35	166	6	38	60	104		37	37	20	30	8	8	140	1	8	78		\$8,000					
3	Site Alternatives, Workshop Programming	48	69	32	149	6	37	49	92		39	30	20	22	7		118	1	8	8		\$16,000					
4	Final Site Alternatives	33	55	25	113	0	10	0	10		16	12	4	12	2		46	1	8				45	\$ 7,200			
5	Space Plan, Site Plan	25	70	26	121	0	10	0	10		4	4		2			10	1	73								
6	Final Report, 2 "Final" Alternatives	23	40	25	88	0	0	0	0								0	1	4				10	\$ 1,600			
7	e-builder staff training		4	2	6	0	0																				
	Subtotal hours	226	336	157	719	18	102	109		6	96	83	44	66	17	8	320	6	103	86							
	Proposal Subtotal Subtotal Fee	\$ 38,420	\$35,280	\$ 14,915	\$ 88,615	\$3,330	\$14,994	\$12,535	\$ 30,859	\$ 1,500	\$ 24,000	\$20,750	\$11,000	\$12,540	\$ 1,445	\$1,840	\$ 73,075	\$ 1,500	\$17,510	\$ 12,040	\$ 31,050	\$ 24,000		\$ 8,800			

TEAM SUMMARY, NO OPTIONAL SERVICES	
KAPPE ARCHITECTS	\$ 88,615
MDG	\$ 30,859
G&B	\$ 73,075
ZFA	\$ 31,050
BkF	24,000
LSA	\$ 8,800
FEE PROPOSAL, SUBTOTAL	\$ 256,399

Reimbursable Expenses Plane Flights, Hotel, Meal, Gas, Prints/Reproductions	\$ 3,350
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FEE PROPOSAL TOTAL	\$ 259,749
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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 mail 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.