

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF  
SUNNYVALE AND BRAD COX, ARCHITECT, INC FOR DESIGN AND  
CONSTRUCTION SUPPORT SERVICES  
PARK BUILDINGS REHABILITATION (SERRA AND WASHINGTON PARKS AUXILIARY  
RESTROOMS)**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and BRAD COX, ARCHITECT, INC ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Park Buildings Rehabilitation (Serra and Washington Parks Auxiliary Restrooms) 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 Brad Cox 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 base services as identified in Tasks 1-9 in Exhibit "B" an amount not-to-exceed Two Hundred Sixty Thousand Two Hundred Seven and No/Dollars (\$260,207.00) for the duration of the contract, and optional services as identified in tasks A-E in Exhibit "B" in an amount not to exceed Sixteen Thousand Five Hundred Eighty and No/Dollars (\$16,580.00) for the duration of the contract. In no event, shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Seventy Six Thousand Seven Hundred Eighty Seven and 00/100 Dollars (\$276,787.00) 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 sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the

address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Jennifer Ng, Interim City Engineer  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: Brad Cox, Architect, Inc  
Attn: Brad Cox  
1155 Meridian Ave. Suite 208  
San Jose, CA 95125

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. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

Brad Cox, Architect, Inc

APPROVED AS TO FORM:

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

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

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

**Exhibit "A"**  
**Detailed Scope of Work For**  
**Park Buildings Rehabilitation (Serra and Washington Parks Auxiliary Restrooms)**  
**PR-17-03**

**I. General**

The City of Sunnyvale is seeking proposals from licensed Engineering firms to provide professional services for design and preparation of bid documents and consultant support during construction for the Park Buildings Rehabilitation (Serra and Washington Parks Auxiliary Restrooms) project. The scope of work generally includes preparation of: preliminary design, design development, bid documents, and bidding/consultant support during construction for Public Works competitive bidding. Ancillary work includes hazardous materials determination, construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

**II. Project Information**

*A. Description*

This project is comprised of renovating the men and women auxiliary restroom buildings and the relocation of the utility rooms at Serra Park and Washington Park. The existing auxiliary restroom buildings at both parks contain utility rooms and are both undersized and outdated.

The work at each location shall be as follows:

Washington Park

- Relocate the utility room to a new standalone structure.
- Remodel the existing men and women restrooms.
- Convert the existing utility room into a storage room with a janitorial mop sink.

Serra Park

- Relocate the utility room to a new standalone structure.
- Remodel and expand the restrooms and the storage room. Add a janitorial mop sink to the storage room.

The new utility rooms at both parks shall comply with Title 24, California Codes of Regulations. Any electrical panel and subpanel shall be redesigned and restored to its original function. The newly renovated or constructed restrooms building structures shall comply with Americans with Disability Act (ADA) standards and utilize water efficient restroom fixtures as well as meeting the current building standards with low maintenance materials. Dual-access to the restrooms (accessible from both interior and exterior with locking doors) shall be implemented.

For both parks, the consultant shall also explore the option of demolishing the existing auxiliary restrooms and installing new and larger modular auxiliary restroom/storage building at the same location. The new building shall accommodate a utility room, a janitorial storage room with a janitorial mop sink in addition to the men and women restrooms.

The consultant shall include an additive/deductive item under the optional services section of the cost proposal to account for the difference between rehabilitating the existing facilities vs demolishing the existing facilities and installing new modular buildings.

*B. Location*

Washington Park is located on the southwest corner of Washington Avenue at Pastoria Avenue. The existing restroom is located to the east of the baseball field near West McKinley Avenue. Please see Appendix A, Location Map.



Serra Park is located at the southwest corner of the Hollenbeck Avenue and The Dalles Avenue intersection. The existing restroom is located to the west of the tennis courts near the parking lot on Hollenbeck Avenue. Please see Appendix B, Location Map.

**C. *Background & Existing Conditions***

The existing structure at Washington Park consists of men and women restrooms. Each of the restrooms has one stall. Part of the structure is used for the utility room located in between the men and the women restrooms. The utility room faces the baseball field while the women restroom faces the playground, and the men restroom faces West McKinley Avenue. The utility room consists of the electrical panels, circuit breakers, water meter, janitor equipment storage space, and janitor mop sink. This room is also used as a storage space for grounds maintenance tools and cleaning supplies. Please see Appendix C, Washington Park Auxiliary Restroom Building.

The existing structure at Serra Park also consists of men and the women restrooms. The women restroom has two stalls, while the men restroom has one stall and a urinal. There are two additional rooms: the utility room and the storage room. The current condition of the utility room is similar to the one at Washington Park where all the utility panels are in the same room. There is not enough clearance between the panels and the janitor mop sink. The storage room at this structure is separated from the utility room. However, the storage room is very narrow and does not provide enough space for tools and supplies. Please see Appendix D, Serra Park Auxiliary Restroom.

The restrooms at both parks are open to the public daily during the normal park operating hours.

There is an existing mural on the wall of the Washington Restroom building. The consultant shall work with the City's Community Services Coordinator for recommendations on preserving or replacing the artwork.

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

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, hazardous materials inspection and sampling of the restroom buildings to be demolished, 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 or facilitate a bi-weekly progress call or 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. Schedules must include three (3) months for advertise/bidding/Council award of projects, and take into account Building Division review and PG&E permitting time.

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 city utilizes e-Builder project management software, and the Consultant is expected to work within the e-Builder system for this project. One e-Builder software license will be provided to the Consultant for the duration of the project. e-Builder software shall be utilized for all project management documentation and correspondence. City will provide one training session prior to start of design and again prior to start of construction to familiarize consultants with the software.

*B. Preliminary Design*

For both parks, the consultant shall explore the option of demolishing the existing auxiliary restrooms and installing new and larger modular auxiliary restroom/storage building at the same location. The new building shall accommodate a utility room, a janitorial storage room with a janitorial mop sink in addition to the men and women restrooms.

Consultant shall provide four (4) copies of a draft technical memorandum, which will summarize the findings and recommendations for renovating the existing restroom buildings with new standalone utility buildings versus installation of new modular restroom/utility room buildings at each park location. The technical memorandum shall also include cost estimates of each option in table format. Allow three (3) weeks for City to review. Two (2) copies of the final memorandum shall be submitted to the City.

*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 2012 format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, 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 seven (7) 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. Two colors/materials boards options for restrooms building renovations. Colors options shall follow the color scheme and theme of each park.
  - d. Documentation of outreach with utility companies new or adjusted services as a result of project activities
  - e. Project schedule update
  - f. 30% construction cost estimate
  - g. Hazardous Materials report with information regarding presence of lead or asbestos within the building.
  - h. Table of Contents list for technical specifications.
2. 75% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit seven (7) sets of 11" x 17" hardcopies to Engineering. Building Division may require up to an additional five (5) sets of plans for their review.
- 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. 75% construction cost estimate in the form of the bid schedule. Consultant shall submit documentation for sources of pricing and unit costs based upon similar building construction in the geographic area and indexed to the forecasted construction cost at time of bid.
  - e. Utility conflicts have been resolved/permits obtained or a timeline for resolution of issues has been determined.
  - f. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
  - g. Other supporting documentation as necessary, including backup documentation as required by the Building Division.
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit five (5) sets of 24" x 36" hardcopies to Engineering. The Building Division may require up to an additional five (5) sets of plans for their review.
- a. 100% plans
    - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:
 

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate

fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made.”

- b. 100% specifications
  - Reviewed bid instructions
  - Finalized special provisions including required submittals
  - Finalized technical specifications
- c. Project schedule update
- d. 100% construction cost estimate. Consultant shall submit updated documentation for sources of pricing and unit costs based upon similar building construction in the geographic area and indexed to the forecasted construction cost at time of bid.
- e. Responses to the City’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 City’s final comments from the 100% submittal, including incorporation of all Building Division comments.

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

- 1. One hard copy of full sized plans (24” x 36”), stamped and signed on each sheet by the Engineer 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*

Consultant will 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 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 five (5) periodic construction progress meetings.
- 4. Participate in the Hazardous material clearance inspection, development of punch lists, and final inspection.

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 to avoid construction delays and claims.
6. Review and respond to all submittals within the period allocated in the contract documents or per the timeline requests by the Construction Manager 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.

## Serra and Washington Parks

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ID		Task Mode	Task Name	Duration	Start	Finish	Qtr 4, 2017			Qtr 1, 2018			Qtr 2, 2018			Qtr 3, 2018			Qtr 4, 2018			Qtr 1, 2019			Qtr 2, 2019			Qtr 3, 2019	
							Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1			<b>Task 1 - Project Management</b>	<b>382 days</b>	<b>Thu 1/11/18</b>	<b>Fri 6/28/19</b>																							
2			City Council Approval (2nd Thursday of January)	1 day	Thu 1/11/18	Thu 1/11/18																							
3			Manage Project Schedule	381 days	Fri 1/12/18	Fri 6/28/19																							
4			Manage Project Budget	381 days	Fri 1/12/18	Fri 6/28/19																							
5			Project Meetings	381 days	Fri 1/12/18	Fri 6/28/19																							
6			Project Kick-Off Meeting	1 day	Wed 1/24/18	Wed 1/24/18																							
7																													
8			<b>Task 2 - Preliminary Design, Survey, Path of Travel Assessment</b>	<b>50 days</b>	<b>Fri 1/12/18</b>	<b>Thu 3/22/18</b>																							
9			Preliminary Data Gathering, Site Visits, Assessment	10 days	Fri 1/12/18	Thu 1/25/18																							
10			Topographical Survey Work	10 days	Fri 1/12/18	Thu 1/25/18																							
11			Assessment of Existing Path of Travel	14 days	Fri 1/26/18	Wed 2/14/18																							
12			Design Options for Consideration	3 wks	Fri 1/26/18	Thu 2/15/18																							
13			Cost Estimating of Design Options	3 wks	Fri 2/16/18	Thu 3/8/18																							
14			Recommendations of Optional Services	10 days	Fri 3/9/18	Thu 3/22/18																							
15																													
16			<b>Task 3 - 30% Design Development</b>	<b>50 days</b>	<b>Fri 3/23/18</b>	<b>Thu 5/31/18</b>																							
17			<b>Design Period for 30% Set</b>	<b>40 days</b>	<b>Fri 3/23/18</b>	<b>Thu 5/17/18</b>																							
27			City Review Period	10 days	Fri 5/18/18	Thu 5/31/18																							
28																													
29			<b>Task 4 - 75% Design Development</b>	<b>70 days</b>	<b>Fri 5/18/18</b>	<b>Thu 8/23/18</b>																							
30			<b>Design Period for 75% Set</b>	<b>60 days</b>	<b>Fri 5/18/18</b>	<b>Thu 8/9/18</b>																							
37			City Review Period	10 days	Fri 8/10/18	Thu 8/23/18																							
38																													
39			<b>Task 5 - 100% Design Development</b>	<b>50 days</b>	<b>Fri 8/10/18</b>	<b>Thu 10/18/18</b>																							
40			<b>Design Period for 100% Set</b>	<b>45 days</b>	<b>Fri 8/10/18</b>	<b>Thu 10/11/18</b>																							
47			City Review Period	5 days	Fri 10/12/18	Thu 10/18/18																							
48																													
49			<b>Task 6 - Final Design - Bid Package</b>	<b>10 days</b>	<b>Fri 10/12/18</b>	<b>Thu 10/25/18</b>																							
50			<b>Design Period for Final Design - Bid Set</b>	<b>10 days</b>	<b>Fri 10/12/18</b>	<b>Thu 10/25/18</b>																							
55			Submit Bid Package to City	0 days	Thu 10/25/18	Thu 10/25/18																							
56																													
57			<b>Task 7 - Bid Support Services (3 months per contract)</b>	<b>66 days</b>	<b>Fri 10/26/18</b>	<b>Fri 1/25/19</b>																							
58			City Prepares to Advertise Bid - 1.5 weeks, per city memo	15 days	Fri 10/26/18	Thu 11/15/18																							
59			Advertisement of Bid Period - 2.5 weeks, per city memo	20 days	Fri 11/16/18	Thu 12/13/18																							
60			Opening of Bids and Council Award - 30 days, per city memo	31 days	Fri 12/14/18	Fri 1/25/19																							
61																													
62			<b>Task 8 - Construction Phase Support Services</b>	<b>110 days</b>	<b>Mon 1/28/19</b>	<b>Fri 6/28/19</b>																							
63			Contractor Mobilization	20 days	Mon 1/28/19	Fri 2/22/19																							
64			Estimated 4.5 Month Construction Period	90 days	Mon 2/25/19	Fri 6/28/19																							
65			Planned Completion	0 days	Fri 6/28/19	Fri 6/28/19																							

Project: Fair Oaks Park Recreation  
Date: Fri 10/27/17

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Exhibit "B"

**Compensation Schedule**

**Remodel and Addition to Existing Park Facilities**

Tasks		Labor								Subconsultants						ODCs	Total
Task #	Task Description	Principal	Architect	Job Captain	Interior Designer	Designer	Designer	Total Hours	Total Labor Costs	Structural Engineer	MPE	Haz Mats	Cost Estimate	Specs	Civil Engineer	Other Direct Costs	Total Fee
		Brad Cox	Jim Allen-Young	Holman Vilchez	Anne Sherwood	Jeff Biby	Xu-Chen Wang			EDYU Inc.	AlfaTech	Al Clancy	Silva Cost Consulting	Linda Stansen	MH Engineer		
		\$145	\$140	\$125	\$120	\$115	\$105			LS	LS	LS	LS	LS	LS		
1	Project Management	48		24			24	96	\$12,480	0	0	0	0	0	0		\$12,480
2	Preliminary Design	32	24	48			32	136	\$17,360	1323	0	5019	4500	0	9450		\$37,652
3	30 % Design	24	32	66			66	188	\$23,140	3175	4489	0	1875	1890	1050		\$35,619
4	75% Design	16	32	64	18		64	194	\$23,680	4763	4841	0	2625	2835	1575		\$40,318
5	100% Design	18	32	70	40	18	60	238	\$29,010	2646	11887	0	3000	1575	23625		\$71,743
6	Final Submittal	12	6	36	32	16	36	138	\$16,540	0	0	0	0	0	0		\$16,540
7	Bid Support	8		6			6	20	\$2,540	0	1218	0	0	0	0		\$3,758
8	Construction Phase Support Services	22	4	78	8		78	190	\$22,650	1323	9324	0	0	0	0		\$33,297
9	Allowance for Reimbursable Expenses / ODCs, currently factored at 3.5% of Proposed Services for Tasks 1-8															\$8,799	\$8,799
	<b>Proposal Subtotal</b>	180	130	392	98	34	366	1200	\$147,400	\$13,230	\$31,758	\$5,019	\$12,000	\$6,300	\$35,700		\$260,207
	<b>Optional Services and Expenses</b>																
A	Cost Savings if City Proceeds w/ <a href="#">Prefabricated structures</a>																-\$20,757
B	Path of Travel Upgrade, ADA - Serra	2		4				6	\$790	0	0	0	0	0	5250	\$211	\$6,251
C	Path of Travel Upgrade, ADA - Washington	2		4				6	\$790	0	0	0	0	0	5250	\$211	\$6,251
D	Potholing for utilities (4 locations) - Serra	1		2				3	\$395	0	0	0	0	0	1575	\$69	\$2,039
E	Potholing for utilities (4 locations) - Washington	1		2				3	\$395	0	0	0	0	0	1575	\$69	\$2,038
	<b>Total Optional Services</b>	6	0	12	0	0	0	18	\$2,370	\$0	\$0	\$0	\$0	\$0	\$13,650	\$561	\$16,580
	<b>Total Including Optional Services and Expenses</b>	186	130	404	98	34	366	1,218	\$149,770	\$13,230	\$31,758	\$5,019	\$12,000	\$6,300	\$49,350	\$561	\$276,787
	Notes:																
1	Optional Service A provides a deductive amount for installation of Prefabricated structure at each site (see cost breakdown in Exhibit B-1)																
2	The "Total Optional Services" and "Total Including Optional Services" lines do not reflect the subtracted line item of Item A "Cost Savings" for clarity.																
3	Items B and C: After the survey work is completed in Task 2, the extent of Grading / Path of Travel Upgrades will be revealed.																
4	Items D and E: We can survey potholing at locations each site. Potholing will be done by the city's contractor, and our survey crew will survey them. This assumes one trip per site.																

Exhibit "B-1"  
if City Proceeds w/Prefabricated Structures

Replacement of Existing Park Facilities with New Prefabricated Structures

Tasks		Labor								Subconsultants						ODCs	Total
Task #	Task Description	Principal	Architect	Job Captain	Interior Designer	Designer	Designer	Total Hours	Total Labor Costs	Structural Engineer	MPE	Haz Mats	Cost Estimate	Specs	Civil Engineer	Other Direct Costs	Total Fee
		Brad Cox	Jim Allen-Young	Holman Vilchez	Anne Sherwood	Jeff Biby	Xu-Chen Wang			EDYU Inc.	AlfaTech	Al Clancy	Silva Cost Consulting	Linda Stansen	MH Engineer		
		\$145	\$140	\$125	\$120	\$115	\$105			LS	LS	LS	LS	LS	LS		
1	Project Management	48		24			24	96	\$12,480	0	0	0	0	0	0		\$12,480
2	Preliminary Design	32	24	48			32	136	\$17,360	1323	0	5019	4500	0	9450		\$37,652
3	30 % Design	21	28	57	0	0	57	163	\$20,075	2520	3313	0	1875	1890	1050		\$30,723
4	75% Design	15	29	58	17	0	55	174	\$21,300	3780	3906	0	2625	2835	1575		\$36,021
5	100% Design	17	29	63	36	17	54	216	\$26,345	2520	9422	0	3000	1575	23625		\$66,487
6	Final Submittal	11	6	33	29	15	33	127	\$15,230	0	0	0	0	0	0		\$15,230
7	Bid Support	7	0	6	0	0	6	19	\$2,395	0	1218	0	0	0	0		\$3,613
8	Construction Phase Support Services	18	4	63	7	0	63	155	\$18,500	1323	9324	0	0	0	0		\$29,147
9	Allowance for Reimbursable Expenses / ODCs, currently factored at 3.5% of Proposed Services for Tasks 1-8															\$8,097	\$8,097
	<b>Proposal Subtotal</b>	169	120	352	89	32	324	1086	\$133,685	\$11,466	\$27,182	\$5,019	\$12,000	\$6,300	\$35,700		\$239,450
	<b>Optional Services and Expenses</b>																
								0	\$0							\$0	\$0
								0	\$0							\$0	\$0
								0	\$0							\$0	\$0
								0	\$0							\$0	\$0
								0	\$0							\$0	\$0
								0	\$0							\$0	\$0
								0	\$0							\$0	\$0
	<b>Total Optional Services</b>	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total Including Optional Services and Expenses</b>	169	120	352	89	32	324	1,086	\$133,685	\$11,466	\$27,182	\$5,019	\$12,000	\$6,300	\$35,700	\$0	\$239,450
	Notes:																
1																	
2																	
3																	
4																	



**Exhibit "C"**  
**INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

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

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not 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.