

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND
SMITHGROUP INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES
FOR DESIGN AND CONSTRUCTION
SUPPORT OF SUNNYVALE CIVIC CENTER – PHASE 1 PROJECT**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SMITHGROUP 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 Sunnyvale Civic Center – Phase 1 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 "Detailed 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 Juhee Cho 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 task description total fee, and shall include services as identified in Exhibit "A" in the amount of Fifteen Million Four Hundred Ninety Thousand Nine Hundred Eight and No/100 Dollars (\$15,490,908.00) for the duration of the contract, as well as optional services in an amount not to exceed Two Hundred Twelve Thousand Eight Hundred and No/100 Dollars (\$212,800.00) for the duration of the contract, and reimbursable services in an amount not to exceed Five Hundred Eighty Four Thousand Three Hundred Fifteen and No/100 Dollars (\$584,315.00) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of Sixteen Million Two Hundred Eighty Eight Thousand Twenty Three and No/100 Dollars (\$16,288,023.00) 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. In no event shall the cost to defend charged exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. 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: Chip Taylor, Director of Public Works
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: SmithGroup Inc.
 301 Battery St. 7th FL
 San Francisco, CA 94111

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.

33. Hazardous Materials

Notwithstanding anything to the contrary, any services related to or arising out of Hazardous Materials, the Parties agree that the CONSULTANT will be hiring a Hazardous Material Consultant. The CONSULTANT'S services and responsibilities will be limited to the following: i) processing payments of the Hazardous Material Consultant for convenience to the CITY; and ii) coordinating the CONSULTANT's services with those of the Hazardous Material Consultant.

Further, the CITY agrees to hold the CONSULTANT harmless from and against any and all claims, liabilities, costs, damages or penalties which may arise out of or in any way be connected with the Hazardous Material Consultant's services, and will look solely to the Hazardous Material Consultant for such liabilities, costs, damages or penalties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

SMITHGROUP INC. ("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A

Detailed Scope of Work

UNDERSTANDING OF THE PROJECT

The Sunnyvale Civic Center, on the corner of El Camino Real and Mathilda Avenue, is home to the City of Sunnyvale's (City) primary administrative facilities (City Hall), Library, and Department of Public Safety Headquarters. The goals for modernizing the Civic Center are straightforward—to improve access to City services, preserve or enhance current City service levels, and improve technology to expand service capabilities. The Civic Center Master Plan (Master Plan) contains a 20-year, multi-phased vision of the entire campus: relocating most of the on-grade parking to underground spaces; increasing open space and native landscape; constructing three new facilities—a City Hall, Department of Public Safety Headquarters, and Library; razing older structures on site, and modernizing the entire campus. During the phased construction, the City prefers to keep the campus in situ and its services functioning at full capacity, and to avoid relocating any employees to temporary facilities.

The adjacent County Courthouse parcel at 605 W. El Camino is not owned by the city and is not included in the Master Plan development area. No work on this parcel is included in the scope of this work.

PHASE 1 DESCRIPTION

The City will implement the Master Plan in several phases, over several decades, to modernize and expand the Civic Center. The following elements will be included in Phase 1:

City Hall: A new, approximately + 104,000-square-foot, four-story City Hall near the corner of West Olive Avenue and South Mathilda Avenue will be the first building constructed on the campus. The new City Hall will house City and North Valley Job Training Consortium (NOVA) Workforce Services Department employees (Sunnyvale Office Center), a "One-Stop Permit Center," and City staff offices. There will be 1 level of underground parking below City Hall. The City Hall will be Net Zero Energy, and the structure has the potential to be cross-laminated timber (CLT) which will be decided during the design process.

Department of Public Safety Headquarters and Addition: A two-story, + 11,500-square-foot addition will be constructed adjacent to the existing Department of Public Safety Headquarters building. This addition will relieve overcrowding in the existing building, now 32 years old. In addition to this expansion, there will be a + 11,500-square-foot worth of tenant improvements within the headquarters building.

Site: Following completion of the new City Hall, the existing City Hall, City Hall Annex, City Hall South Annex, and the Sunnyvale Office Center buildings will be demolished. Approximately 6 acres of open space will be created, including an improved pedestrian-oriented Olive Avenue, frontage improvements along Mathilda Ave from W. Olive up to El Camino Real, a new civic plaza, an outdoor amphitheater, and a temporary passive landscape where the Sunnyvale Office Center currently is located.

PROJECT OVERVIEW

The Architect is to provide design services to the City of Sunnyvale for the development of Phase 1 of the new Sunnyvale Civic Center Master Plan per the description above. Design services include usual and customary architectural, structural, mechanical, electrical, plumbing, civil, landscape, and other consultant scopes as further defined herein.

Building Program: The Owner's Project program is understood to include the following building components. Approximate areas and construction costs for each component are as follows:

<u>Building Component</u>	<u>Approximate Area</u>	<u>Expected Cost</u>
City Hall	+104,000 SF	+\$124,000,000
Underground Parking Garage (+ 101 stalls)	+ 53,300 SF	+\$12,000,000

Site Improvements	+ 6.5 Acres	+ \$35,000,000
DPS and EOC	+ 23,000 SF	+\$20,000,000

The New City Hall is to be + 104,000 square feet and include space for eight departments, the City Council Chambers, Office of City Council, meeting rooms and classrooms. The surrounding site development includes the adjacent landscape development. This building is to be Net Zero Energy. The conceptual design of the City Hall will consider CLT construction on the upper (3) stories during the design phases and will be evaluated by the City.

The Underground Parking Garage is located beneath the New City Hall building and Plaza areas. The garage will be +53,300- square feet and will house +101 parking spaces, service, and mechanical areas. The garage will be accessed by vehicle ramp from West Olive Avenue and will include elevators and stairs that connect to City Hall.

The partial renovation of the existing Public Safety Building Headquarters (PSB) is to include space for the Department of Public Safety (DPS) on the first floor which will include 40-50% of the current first floor. This will include new space for briefing rooms, evidence storage, crime lab, interview rooms, exercise/fitness and locker rooms. A new lobby/entry will be provided. The total renovated area is + 11,500 square feet.

The New EOC (Emergency Operations Center) addition will be attached to the existing PSB but will be structurally independent. The EOC addition is a two-level structure and will be + 11,500 square feet. Alterations to the adjacent landscape and existing parking areas are included.

Site Program: Additional project elements include work on the surrounding site areas. Campus Landscape Development is to include site improvements and open space amenities such as an entry plaza, outdoor patio spaces, green roof(s)/terraces on city hall, updated streetscape along Olive Street, and improvements to Mathilda Avenue for sidewalk and bike lane accommodation. The landscape will aspire to be SITES certified and as sustainable as possible, although the City may not elect this work to become certified.

Sustainability Program: The New City Hall building will pursue Net Zero Energy. Sustainable site design strategies will be implemented at the City Hall and across the Civic Center Campus, enhancing inherent qualities of the project location and supporting transit accessibility. Water efficiency is also a priority for the city hall given the importance of limiting potable water use in Northern California. Additionally, the project team will prioritize use of sustainable building materials and provide a high indoor environmental quality. To meet this target, the City Hall will be designed as a high-performance building that utilizes passive strategies and efficient lighting & HVAC systems. Strategies recommended for the City Hall project include:

1. Improved Building Envelope: Glazing U-Value: 0.25, Glazing SHGC: 0.25, Roof R-Value: R-30, Wall R-Value: R-25.
2. Enhanced Daylight - 65' floorplate width.
3. Operable Windows - Natural ventilation cooling.
4. Stack Ventilation Atrium - Natural stack ventilation cooling.
5. Efficient Electric Lighting - 30% LPD reduction from T-24.
6. Demand Control Ventilation.
7. Ground or Air Source Heat Pump (GSHP/ASHP).
8. Plug Load Management Strategy - Installed and operational strategies to reduce plug loads.
9. PV Array - ~23,000 sf on-site PV array.

SCOPE OF SERVICES

The Owner's delivery method for the construction documents: Traditional design-bid-build.

Construction Documentations will be delivered as one bid package and one specification that will include the materials and systems selections for all Owner's Project Program.

Schematic Design - SD:

1. General description: Further definition of the project scope, complying with the Owner's stated program, goals, and requirements. Assist with City agency reviews, including the Community Development Department's Planning Division and Building Safety Division, the Department of Public Works, the Fire Prevention Division, the Department of Public Safety, and community approvals. The documents will be of sufficient detail to define the preliminary scope of the project. Pricing Package will be delivered at only 100% completion of Schematic Design.
2. Deliverables:
 - a. Site Plan.
 - b. Floor plans indicating footprint and initial layouts of City Hall, the EOC, and Public Safety Building. Include tables indicating position and space requirements, and which spaces are for future growth.
 - c. The location and general size of vertical transportation elements.
 - d. Preliminary building elevations.
 - e. Garage parking plans reflecting circulation, stall areas, and support functions.
 - f. Schematic Design deliverables package consisting of:
 - i. Data tables/information.
 - ii. Schematic design narratives prepared by the Disciplines and describing the basic materials, systems and design parameters within which systems are to be developed, including:
 1. Architectural Building Design Descriptions.
 2. Landscape Architecture Descriptions.
 3. Structural Systems.
 4. Civil Systems – specifically storm water management & utility locations.
 5. Abatement / Mitigation Testing & Reports for Structures to be Demolished.
 6. Mechanical Systems.
 7. Electrical Systems.
 8. Plumbing Systems.
 9. Fire Protection and Fire Alarm Systems.
 10. Code Compliance (Code Review).
 11. Environmental Design - including a LEED checklist and energy modeling.
 12. Acoustical Design Criteria.
 13. Waterproofing – specifically below grade best practices.
 - iii. Site Civil plans indicating:
 1. Grading Plan (excavation and earthwork only)
 2. Utility Plan
 3. Preliminary Stormwater Management Plan Exhibit
 4. Details
 5. Signage locations
 6. Basis of Design
 7. Frontage improvements along Mathilda Ave from W. Olive up to El Camino Real
 - iv. Landscape plans indicating:
 1. Incorporate four rounds of client comments from approved landscape concept into schematic design.
 2. Landscape site plans indicating location of planting, paving materials, walls (30 inches or less), and site furnishings.
 3. Prepare precedent imagery for materials including paving design, furnishings, walls, fencing, and patio spaces.
 4. Plant recommendations for project microclimate and associated plant imagery and develop a preliminary plant materials list.
 5. Identify plant massing with representative hatch pattern and tree massing on plan.
 6. Propose schematic level grading concept to indicate general slopes and topography.

7. Landscape sections as required.
 8. Frontage improvements along Mathilda Ave from W. Olive up to El Camino Real
- v. Architectural Floor plans indicating:
1. Plans for each level including the roof, indicating elevation, graphic scale, and north arrow, and title.
 2. All rooms and their identities (including all mechanical, electrical, and telecommunications rooms and closets).
 3. Identification of mechanical and electrical equipment spaces, shafts, related areas and rooms.
 4. Identification of major code requirements such as barrier walls and basic accessibility compliance.
 5. Elevators (identified as to passenger or freight), stair shafts.
 6. Overall outside-to-outside building dimensions.
 7. Penthouses and other major projections above the roof proper.
 8. Area for calculation for each floor on the appropriate sheet.
- vi. Building elevations indicating:
1. Massing of building(s).
 2. Locations of pedestrian entrances, service entrances and fenestration.
 3. Identification of floor levels and their elevation.
- vii. Building sections indicating:
1. Approximate floor-to-floor heights and ceiling heights.
 2. Location of entrances, service entrances, and fenestration.
 3. Relationship to site grading at building perimeter.
 4. General indication of roof mounted equipment.
 5. Elevation of all floor levels.
 6. Any special or unique features or conditions.
- viii. Mechanical Drawings indicating:
1. Block Equipment Room Plans.
 2. System Concept Diagrams - system concept diagrams shall be provided which clearly identify the intended mechanical system types or approaches for HVAC and central facilities systems.
 3. Systems primary horizontal and vertical utility distribution concept.
- ix. Electrical Drawings indicating:
1. Block Equipment Room Plans (especially for main incoming power and telecommunications rooms, penthouses and other major mechanical spaces).
 2. System Concept Diagrams - system concept diagrams, such as riser and one-line diagrams for normal and emergency systems, shall be provided which clearly identify the intended electrical system types or approaches for all electrical and central facilities systems.
 3. Sizing and preliminary location for backup generators for the DPS addition and City Hall.
- x. Structural Drawings indicating:
1. Materials to be used, the ASTM specifications, strengths and weights anticipated for the various aspects of the structural systems.
 2. Design loads to be used:
 - a. Live loads for the various areas of the project.
 - b. Live load reductions - where applicable.
 - c. Wind load coefficients.

- d. Seismic load coefficients.
 - e. Basic dead load listing including partitions, mechanical, electrical and finishes.
 - 3. Structural systems anticipated to be used.
 - 4. Foundation system and approximate capacities.
 - 5. Sub and superstructure indicating:
 - a. Typical slab construction and anticipated depths.
 - b. Superstructure framing including typical anticipated beam and girder depths.
 - c. Typical column dimensions.
 - d. Expansion Joint locations.
 - 6. Lateral load resisting system.
 - 7. Bracing or moment frame locations.
 - 8. Drift criteria for wind and seismic loads.
 - 9. Deflection criteria for interior beams supporting masonry.
 - xi. Existing Building Demolition Drawings
 - 1. Historic Documentation (Mitigation Measure)
 - xii. Code Analysis.
 - xiii. Drawings to be prepared in a 24" x 36" format, unless otherwise directed by the Authority Having Jurisdiction (AHJ), with title block, work to scale.
 - g. Specification Index/Outline
 - h. Preliminary checklist indicating that at the end of SD, the project meets LEED Platinum.
3. Meetings and coordination:
- a. Every week Owner meetings, up to 13.
 - b. Schematic Design Phase Meetings:
 - i. User Group Meetings – Up to nine
 - ii. Presentation Meeting with Sunnyvale Planning & Building Department – Up to two
 - iii. Presentation Meetings to City of Sunnyvale Commissions – Up to four
 - iv. Presentation Meeting to City Core Team
 - v. Presentation Meeting to City Council
 - vi. Page Turn Meeting @ 50% Schematic Design
 - vii. Page Turn Meeting @ 100% Schematic Design
 - c. Pricing meetings for SG of up to 60 staff hours, 32 staff hours for Structural and MEP Engineers, and 8 staff hours for other consultants identified as having scope during this phase.
4. Additional Services:
- a. A significant change of direction, which effects multiple disciplines, the development process or requires additional time for delivering this phase.
 - b. Unusual number of options studies.

Design Development - DD:

- 1. General description: The Project Team will prepare Design Development Documents under the guidance and coordination of the Architect upon written acceptance of Schematic Design by the Owner. These documents are to consist of floor plans, system plans, enlarged plans, roof plans, typical details, exterior elevations, exterior elevations, interior elevations, sections, and schedules of enough detail to fix and describe the character, and general nature of the project. Pricing Package will be delivered at only 75% completion of Design Development.

2. Deliverables:
- a. Updated design narratives prepared by the Disciplines and describing the basic materials, systems and design parameters within which systems are to be developed, including:
 - i. Architectural Building Design Descriptions.
 - ii. Landscape Architecture Descriptions.
 - iii. Structural Systems.
 - iv. Civil Systems – specifically storm water management.
 - v. Abatement / Mitigation Plan for Structures to be Demolished – Preliminary.
 - vi. Mechanical Systems.
 - vii. Electrical Systems.
 - viii. Plumbing Systems.
 - ix. Fire Protection and Fire Alarm Systems.
 - x. Code Compliance (Code Review).
 - xi. Environmental Design - including a LEED checklist and energy modeling.
 - xii. Acoustical Design Criteria.
 - xiii. Waterproofing – specifically below grade best practices.
 - xiv. IT and Data Systems (add at Design Development).
 - xv. Vertical Transportation (add at Design Development).
 - xvi. Signage (add at Design Development).
 - b. Site Civil drawings indicating:
 - i. Location of buildings, roadways, sidewalks, planters, special features, storage areas, and type of surfacing of all developed areas.
 - ii. Frontage improvements along Mathilda Ave from W. Olive up to El Camino Real
 - iii. Buildings first floor elevation, finish grade at critical spot elevations, and finish contours within developed areas.
 - iv. Advancement of resolution of grade level slab heights in relationship to underground parking and considering the established heights of the properties surrounding grades.
 - v. Limits of grading and construction contract limits.
 - vi. Layout of underground and overhead utilities (by MEP) from the buildings/parking garage to the point of connection to existing facilities.
 - vii. Site circulation, and enlargements of areas specifically around City Hall and the DPS addition.
 - viii. Site Civil plans including:
 - 1. Site Demolition Plan (100% DD only)
 - 2. Site Improvement Plan (includes site excavation)
 - 3. Grading Plan (includes site excavation)
 - 4. Drainage Plan
 - 5. Utility Plan
 - 6. Detail Sheets
 - 7. Signage Locations
 - 8. Outline of Specifications
 - 9. Preliminary Construction Phasing and Traffic Plan
 - c. Prepare the Preliminary Stormwater Control Plan (SCP) and application for submission for review based on the approved design development drawings and input from the pre-application meeting. The package will include:
 - i. Project Information Form.
 - ii. Project Narrative.
 - iii. Calculation Summary and Table.
 - iv. Stormwater Management Plan(s).
 - v. Source Control.
 - vi. BMP Maintenance Schedule.

- vii. BMP Inspection Checklist.
- viii. Draft Maintenance Agreement.
- d. Landscape plans indicating:
 - i. Incorporate client comments from approved schematic plan into design development package.
 - ii. Landscape Materials Plan indicating location of planting, paving materials, walls (30 inches or less), site furnishings, fencing, and signs.
 - iii. Landscape Dimension plans indicating locations of paving extents, walls (30 inches or less), and site furnishings.
 - iv. Further develop planting design showing species and rough quantities depicted through a series of differing hatch patterns and tree locations (individual shrub locations will not be shown).
 - v. Notation for irrigation requirements, service locations and compliance requirements.
 - vi. Consult with the Client and/or other consultants in selection and location of site lighting fixtures. Locate fixtures on plan.
 - vii. Further develop landscape sections.
 - viii. Preliminary construction detailing for paving, walls (30 inches or less), railings, fencing, stairs, and ramps
 - ix. Cal Green Point Rating/LEED: Coordinate with project team on checklist and required items as well as offer suggestions for compliance related to landscape.
 - x. Paving seismic expansion joint details.
 - xi. Screening for backup generators.
 - xii. Frontage improvements along Mathilda Ave from W. Olive up to El Camino Real
- e. Composite Architectural Fire Protection (Life Safety) Plans indicating:
 - i. Locations and hourly ratings of all fire rated partitions and smoke barriers.
 - ii. Locations and exit units for horizontal exits.
 - iii. Locations of grade level means of egress.
 - iv. Identified means of egress stairs.
- f. Floor plans (double line) indicating:
 - i. Exterior building dimensions.
 - ii. Interior room dimensions.
 - iii. First floor elevations.
 - iv. Grid lines and dimensions.
 - v. Room layouts, names and numbers. Room name and number locations to be fully coordinated with the mechanical and electrical disciplines.
 - vi. Door swings and identification code.
 - vii. Partition identification code.
 - viii. Fixed equipment layout.
 - ix. Tentative furniture layout (generic) for locating electrical and communication devices.
 - x. Expansion joint locations.
- g. Roof plans indicating:
 - i. Penthouse(s) and roof-mounted equipment, such as cooling towers and exhaust fans.
 - ii. Roof slopes.
 - iii. Roof drains.
 - iv. Major projections above roof.
 - v. Access to roofs.
 - vi. Expansion joints.
 - vii. Window washing devices and infrastructure locations (if applicable).
- h. Correlated reflective ceiling plans, showing ceiling grid, lighting, diffusers, registers and other ceiling elements for all spaces.
- i. Exterior elevations indicating:
 - i. Fenestration.

- ii. Wall materials.
 - iii. Floor to floor heights.
 - iv. Major projections above roof proper.
 - v. Control and expansion joints.
 - vi. Elevation of first floor.
 - vii. Exterior signage.
 - viii. Special features.
- j. Building sections showing floor-to-floor heights, ceiling heights and the depth of structural system. Room titles, area identification, etc., are not necessary. Number of drawings based on the complexity of spaces involved.
- k. Typical and critical exterior details, such as expansion joints.
- l. Door detail drawings.
- m. Partition type and room finish schedule including sub-system drawings as required.
- n. Large scale plans of special areas.
- o. Key interior elevations, such as lobbies and other major walls.
- p. Preliminary floor patterns for critical areas, such as lobbies.
- q. Signage drawings indicating:
 - i. Wayfinding diagrams (Building and Site) with locations and messages of key sign types of one to three representative floors of each building component.
 - ii. Schematic Design options of key sign types showing scale, typographic style, color and material recommendations.
 - iii. Design Development drawings of all signs showing typography, graphic layouts, directional messages, overall dimensions, materials and finishes.
 - iv. Signage location plans and signage schedule for all code signage.
- r. Structural drawings indicating:
 - i. Framing.
 - ii. Structural Details.
- s. Plumbing drawings indicating:
 - i. All major plumbing equipment, such as hot water heaters, softeners and pumping systems.
 - ii. Typical riser diagrams.
 - iii. Storm water drainage system.
 - iv. Routing of main water and waste lines.
 - v. Scope of special systems.
- t. Heating, ventilating and air-conditioning drawings for each typical floor indicating:
 - i. Major duct and piping runs and preliminary sizes.
 - ii. Preliminary duct and piping sizes in shafts.
 - iii. Plan layouts of mechanical rooms and boiler/chiller plants indicating all equipment, sheet metal work and primary piping to 60% completion.
 - iv. Preliminary sections through mechanical rooms to demonstrate fit and placement.
 - v. Plan layouts for special rooms and technically complex spaces.
 - vi. Plan layouts for representative typical spaces to show design intent.
 - vii. Special system equipment locations, preliminary sizing, and main distribution.
- u. Fire Protection drawings indicating:
 - i. Identification of areas to be sprinkled and their respective hazard classification.
 - ii. Location of fire protection system routings, fire hose cabinets, fire extinguisher cabinets and hose valve cabinets correlated with architectural, structural and electrical.
 - iii. Location of main risers.
 - iv. Fire pump room plan drawings developed to 60% completion level.
 - v. Standard Detail sheets.
 - vi. Equipment Schedule sheets.

- v. Electrical drawings indicating:
 - i. Layout of electrical equipment areas (e.g. switchgear rooms, MCC areas, generator areas, UPS rooms). Demonstrating fit and placement.
 - ii. Layout of electrical distribution closets showing panelboards, transformers, and other control/distribution equipment.
 - iii. Power riser diagrams and power one-line diagrams.
 - iv. Power plans for each typical room/area and all unique rooms/areas.
 - v. Receptacle locations for typical unit, taking into account cubicle and office layouts and public space charging stations.
 - vi. Information regarding size and location for backup generators for both for City Hall and DPS addition
 - w. Lighting plans for each typical room/area and all unique rooms/areas showing the following:
 - i. Lighting fixture locations.
 - ii. Lighting fixture types.
 - iii. Light switch locations.
 - iv. Egress lighting systems.
 - v. Specialty lighting systems such as for lobbies and conference rooms.
 - x. Auxiliary systems plans for each typical room/area showing the following:
 - i. Fire alarm devices.
 - ii. Security system devices.
 - iii. Telecommunications systems devices.
 - iv. Panel and/or control center locations for above systems.
 - y. Solar / PV / Microgrid / Battery System for any buildings: Owner shall establish project goals for such system and shall provide to MEP team prior to commencement of DD Phase for incorporation into the documents.
 - z. Conveying system drawings shall include, as applicable, elevators, and pneumatic tubes.
 - aa. Design development Specifications prepared by respective Disciplines.
3. Meetings and coordination:
- a. Every week Owner meetings, up to 17.
 - b. Design Development Phase Meetings:
 - i. User Group Meetings – Up to three
 - ii. Presentation Meeting with Sunnyvale Planning & Building Department
 - iii. Presentation Meetings to City of Sunnyvale Commissions – Up to two
 - iv. Page Turn Meeting @ 50% Design Development
 - v. Page Turn Meeting @ 100% Design Development
- Pricing and VE (value engineering) meetings for SG of up to 80 staff hours, 40 staff hours for Structural and MEP Engineers, and 10 staff hours for other consultants identified as having scope during this phase.
4. Additional Services:
- a. Additional pricing packages and additional pricing meetings. For an additional, interim pricing package add 3 weeks, beyond 4 months, for the completion of this phase.
 - b. A significant change of direction, which effects multiple disciplines, requires rework from previously completed services, effects the ongoing building & site development or requires additional time for delivering this phase.
 - c. Value engineering changes beyond customary changes or changes that significantly impact the developed design.
 - d. Unusual number of options studies.

Construction Documents - CD:

1. General description: The Project Team will prepare Construction Documents under the guidance and coordination of the Architect upon written acceptance of Design Development by the Owner. These documents are to consist of floor plans, system plans, enlarged plans, roof plans, exterior elevations, interior elevations, sections, schedules, specifications, and sufficient details and data to permit and construct the project. The project team will participate in meetings every other week with the Owner during this Phase to help assure that the Documents reflect a design consistent with Owner's goals and objectives. One pricing set is to be included during the Construction Documents phase at 80% construction documents.
2. Deliverables:
 - a. Site Plan indicating the overall scope of the proposed Project including a vicinity map (if applicable) identifying the general location of the site in relation to the area.
 - b. Detailed Site Civil plans will include, but not be limited to, indicating:
 - i. Property lines, easements and public rights of way shown with appropriate metes and bounds descriptions.
 - ii. Existing and new grade elevations indicated by a combination of spot elevations and contour lines, and elevations for all site improvements including finished grade for buildings, pavement, structures and landscaped areas.
 - iii. A legend indicating the key to symbols used on the plans, the plan and true north direction, written and graphic scales of the drawings, and key plans identifying the detailed plan areas.
 - iv. Location of buildings, paved areas, utilities, lighting locations, and miscellaneous site installations by dimensions or coordinates, as appropriate, including finish floor levels.
 - v. Type and structural section proposed of surfacing intended for new roads, parking, curbs, sidewalks, special pavement areas and miscellaneous areas.
 - vi. The location, type, material, slope, size and depth of all utilities existing and proposed, including:
 1. Water and fire protection lines, hydrants, control and sectionalizing valves, meter pits, backflow preventers and any other above ground appurtenances and connections to city mains.
 2. Storm and sanitary sewer systems, including French drains, inlets and manholes, and pumping systems for below grade areas.
 3. Surface drainage ditches, valley drains and drainage structures.
 - c. Site Civil plans including:
 - i. Site Demolition Plan
 - ii. Erosion Control Plan (may be incorporated into SWPPP)
 - iii. Site Improvement Plan (includes horizontal control of major elements)
 - iv. Grading Plan (includes site excavation)
 - v. Construction Phasing and Traffic Control
 - vi. Drainage Plan
 - vii. Utility Plan
 - viii. Detail Sheets
 - ix. Civil related Specifications
 - x. Frontage improvements along Mathilda Ave from W. Olive up to El Camino Real
 - d. Prepare the Final Stormwater Control Plan (SCP) and application for submission and approval based on the approved Preliminary Stormwater Control Plan.
 - i. Project Information Form.
 - ii. Project Narrative.
 - iii. Calculation Summary and Table.
 - iv. Stormwater Management Plan(s).
 - v. Source Control.
 - vi. BMP Maintenance Schedule.
 - vii. BMP Inspection Checklist.
 - viii. Final Maintenance Agreement.

- e. Abatement / Mitigation Plan for Structures to be Demolished, providing:
 - i. Survey and Plans of Existing Structures to be Demolished.
 - ii. Testing & Reports for Hazardous Materials.
 - iii. Detailed Abatement & Mitigation Strategy for any identified Hazardous Materials.
 - iv. Obtain all necessary permits including BAAQMD.
- f. Landscape Architecture plans indicating:
 - i. Incorporate client comments from approved design development plan into construction development package.
 - ii. Landscape Materials Plan indicating location of paving materials, walls (30 inches or less), and site furnishings.
 - iii. Landscape Dimension plans indicating paving extents, walls (30 inches or less), and site amenities
 - iv. Finalize planting design showing species and specific quantities represented as individual shrubs, ground cover, and vines.
 - v. Planting plans will indicate areas to receive topsoil, sodded or seeded areas, and aggregate treated surfaces, indicating each type.
 - vi. Notation for irrigation requirements, service locations, and compliance requirements
 - vii. Consult with the Client and/or other consultants in selection and location of site lighting fixtures. Locate fixtures on plan
 - viii. Construction detailing for paving, walls (30 inches or less), railings, fencing, stairs, and ramps.
 - ix. Cal Green Point Rating/LEED: Coordinate with project team on checklist and required items as well as offer suggestions for compliance related to landscape
 - x. Paving seismic expansion joint detail.
 - i. Screening for any above ground utilities or backup generators, etc.
 - ii. Frontage improvements along Mathilda Ave from W. Olive up to El Camino Real
- g. Composite Architectural Fire Protection (Life Safety) Plans indicating:
 - i. Locations and hourly ratings of all fire rated partitions and smoke barriers.
 - ii. Locations and exit units for horizontal exits.
 - iii. Locations of grade level means of egress.
 - iv. Means of egress stairs.
 - v. Number of exit units for stairs and doors.
 - vi. Locations and types of hand-held fire extinguishers, fire extinguisher cabinets, hose valves, hose valve cabinets and combination fire extinguisher and hose valve cabinets.
 - vii. Locations of manual fire alarm stations and audible/visual signaling devices.
 - viii. Locations of smoke, heat detectors, and Carbon Monoxide detectors
- h. Floor plans indicating:
 - i. Column center lines, perimeter walls and sub-divisions of the space within the perimeter walls.
 - ii. Sub-divisions of space identified by room number and name.
 - iii. Walls and partitions drawn to thickness and identified as to type. Indicate height above ceiling where applicable.
 - iv. Doors, door swings, and door identification code and door opening number.
 - v. Hatching, limited to areas immediately adjacent to change of materials, and only for clarity.
 - vi. Floor depressions.
 - vii. Change of floor finishes.
 - viii. Floor reference line elevations.
 - ix. Control dimensions of all elements.
 - x. Interior elevation references.
 - xi. Major building section references.
 - xii. References for isolated details.

- xiii. North arrow.
- xiv. Appropriate details
- i. Roof plans indicating:
 - i. The Perimeter, roof curbs, penthouses and openings.
 - ii. Column grid line for common reference.
 - iii. Major items penetrating roof.
 - iv. Major items mounted on roof.
 - v. Major building section references.
 - vi. Detail references.
 - vii. Roof sumps, scuppers, etc.
 - viii. Roof slope.
 - ix. Saddles.
 - x. Changes in roof materials.
 - xi. North arrow.
 - xii. Appropriate details, including walking paths and access for maintenance staff
- j. Reflected ceiling plans indicating:
 - i. Walls, partitions, casework, fume hoods, and other apparatus that interrupt or are attached to ceilings.
 - ii. Column grid lines for common reference.
 - iii. Perimeter and interior walls and partitions, with graphical identification of fire walls and smoke barriers.
 - iv. References to ceiling material.
 - v. Acoustical tile pattern and other patterns.
 - vi. Soffits and exterior overhangs, canopies, etc.
 - vii. Light fixtures.
 - viii. Speakers.
 - ix. Sprinkler heads.
 - x. Fire and smoke detectors.
 - xi. Air diffusers and returns.
 - xii. Detail references.
 - xiii. Changes in ceiling heights.
 - xiv. Appropriate details.
- k. Building elevations indicating:
 - i. Exterior surfaces of the building facade, fenestration, entrances and identification of materials.
 - ii. Grade at building line.
 - iii. Floor and roof lines and their elevations.
 - iv. All elements of the facade labeled and indicated.
 - v. Hatching for material only as necessary for clarity.
 - vi. Identification of types of sash, glass, brick, architectural concrete finish, precast concrete, curtain wall, louvers, doors, stucco, glazing, other exterior systems, etc.
 - vii. Wall section reference.
 - viii. Fenestration detail reference.
 - ix. Wall expansion joints, control joints, construction joints, etc.
 - x. Major projections above roof.
- l. Building sections indicating: Floor heights, floor elevations, ceilings and plenum space between ceiling and floor construction above, and the general construction including foundation walls and footings.
- m. Wall sections indicating: floor heights, floor elevations, roof lines, ceiling heights, fenestration, material types, spandrel beams and structural columns, and reference lines. Wall sections shall reference the vertical details.
- n. Exterior details including:

- i. Stock items indicated by profile.
 - ii. Sash details.
 - iii. Glass and glazing details.
 - iv. Exterior door and frame details.
 - v. Curtain wall, storefront and window details.
 - vi. Concrete and masonry details.
 - vii. Expansion joint details.
 - viii. Control and construction joint details.
 - ix. Waterproofing details.
 - x. Roofing and flashing details.
 - xi. Roof opening details.
 - xii. All other exterior details required to completely enclose the building.
 - xiii. Miscellaneous details.
- o. Interior details indicating:
 - i. Service core details.
 - ii. Toilet room details and accessories.
 - iii. Ceiling details.
 - iv. Floor details.
 - v. Appropriate details of unique features.
 - vi. Architectural casework/millwork details if not standard per the American Woodworkers Institute standard classifications and details.
- p. Schedules indicating:
 - i. Floor treatment, coverings, and coatings.
 - ii. Base material and finish.
 - iii. Wall finish.
 - iv. Wainscot material and finish.
 - v. Ceiling: suspended material, finish, exposed construction, painted.
 - vi. Other finishes.
- q. Door schedules indicating:
 - i. Door identification codes and sizes.
 - ii. Door materials and types.
 - iii. Frame materials and types.
 - iv. Detail reference.
 - v. Power operation.
 - vi. Hardware sets/types.
 - vii. Special door ratings.
- r. Vertical transportation systems drawings indicating:
 - i. Enlarged plans.
 - ii. Enlarged sections.
 - iii. Enlarged elevations as needed.
 - iv. Stair details.
 - v. Elevator and elevator hoist way details.
- s. Signage Drawings Indicating:
 - i. Complete signage location plans and sign schedules of all sign types for all building components and campus.
 - ii. Annotated design drawings and performance specifications for permit and suitable for bid.
Drawings will indicate graphic layouts, materials, finishes, colors, relevant dimensions and general fabrication techniques.
- t. Structural drawings indicating:
 - i. Foundations.

- ii. Framing.
 - iii. Structural Details showing the design and construction features of the Project correlated with current applicable codes.
- u. Heating, ventilating and air conditioning drawings indicating:
 - i. Distribution of systems including equipment to scale, based on selected equipment. Rooms, such as equipment, boiler and incinerator rooms, completely detailed, with clearances for access and maintenance.
 - ii. Underground distribution piping showing pipe sizes and provisions for expansion and anchoring.
 - iii. Service cores and other critical areas detailed completely at a large scale to prove the design and installation.
 - iv. Flow diagrams for all fluid systems including equipment identification and pipe sizes.
 - v. Sections and elevations where necessary to clarify the design.
 - vi. Schedules to identify and list requirements for air conditioning units, fans, coils, pumps, etc.
 - vii. Incorporate commissioning test and performance schedules in the specifications.
Commissioning functional performance tests and schedules to be developed by the Owner's commissioning agent.
- v. Plumbing drawings indicating:
 - i. Sewer systems (storm, sanitary and special), including pipe sizes, direction of flow and pertinent invert elevations.
 - ii. Plumbing fixtures identified with pipe sizes noted.
 - iii. Water heaters, pumps, water treatment equipment and other special equipment and piping systems, with identification.
 - iv. Details of connections, control devices, and clearances for operation of systems.
 - v. Critical areas detailed at a scale large enough to define design and installation.
 - vi. Sections and elevations where necessary to clarify the intent of the design.
 - vii. Riser diagrams for water, soil waste, vent, and other special piping systems.
 - viii. Schedules to identify and list requirements for pumps, water heaters, and other equipment.
 - ix. Installation of special equipment and piping systems.
 - x. Commissioning test and performance schedules as required by the Project.
- w. Fire protection drawings indicating:
 - i. Sprinkler systems specified to be sized in accordance with governing authorities. (Main sizes shall be shown on the drawings for all piping 4" I.D. and larger).
 - ii. Fire hose and valve cabinets.
 - iii. Fire department connections located and identified.
 - iv. Fire pump location, test, and detailed piping requirements.
- x. Electrical drawings indicating:
 - i. Power systems.
 - ii. A power system riser diagram to graphically depict system from the incoming service line to the panels, conduit size, number of wires installed, and wire size of feeders.
 - iii. Primary switchgear, unit substations, switchboards, emergency generators, UPS systems, motor control centers, power panels, lighting panels, motors, and receptacles located on power plan.
 - iv. Final circuiting for all devices and equipment indicating circuit number (feeder and branch circuit sizes may be indicated or scheduled).
- y. Lighting system drawings indicating:
 - i. Lighting plans locating lighting fixtures within or on the building.
 - ii. Switching arrangements for lighting fixtures.
 - iii. Special lighting control systems, control zones, and diagrams (if needed).
 - iv. Final circuiting of all lighting equipment indicating circuit numbers.
 - v. Site lighting for surface parking and DPS addition
 - vi. Construction Document specifications prepared by the Disciplines

- z. Commissioning Documents
3. Meetings and coordination:
 - a. Every other week Owner meetings, up to 12.
 - b. Construction Document Phase Meetings:
 - i. Presentation Meeting with Sunnyvale Planning & Building Department – Up to two
 - ii. Page Turn Meeting @ 75% Building Permit
 - iii. Page Turn Meeting @ 100% Building Permit
 - c. Pricing meetings for SG of up to 120 staff hours, 60 staff hours for Structural and MEP Engineers, and 15 staff hours for other consultants identified as having scope during this phase.
 - d. Community Meetings – none.
 - e. Coordination meetings with Construction Management team.
 4. Additional Services:
 - a. Additional pricing packages and additional pricing meetings beyond those outlined. For an additional, pricing package add 3 weeks, beyond 6 months, for the completion of this phase.
 - b. Changes to the documentation due to realignment with construction estimate or value engineering after 50% CD.
 - c. Change of direction during this phase, studies or options that maybe requested, or others.

Permitting/Bidding – P/B

1. Prepare required permitting applications to the City, Fire Marshal and other regulatory bodies having jurisdiction over the project. (Application fees are the responsibility of the Owner). Includes BAAQMD for demolition and information suitable for City to upload to SMARTS.
2. Coordinate with Building Department to provide all documentation (including calculations) required to obtain a final building permit prior to bidding.
3. Answer questions and comments from the reviewing entities and prepare required resubmittals.
4. Coordinate responses required of consultants.
5. Participate in pre-bid conferences.
6. Prepare list of contractors suitable for City to direct outreach the Notice Inviting Bids.
7. Respond to questions from Bidders and provide clarifications or interpretations of the Bidding Documents.
8. Coordinate and collate design team supplemental bidding information, such as addenda and answers to RFI's, etc.
9. Meetings and coordination:
 - a. Twice a month with Owner meetings, up to 6.
10. Additional services:
 - a. Analyze alternates and substitutions which require redesign.
11. Stormwater Management Plan Report for Planning Permit and Building Permit review
 - a. SWMP Report and accompanying checklists
 - b. Stormwater Operations and Maintenance Agreement (for Building Permit Review only)

12. Planning and Building Permit Plan Check Response and Coordination
 - a. Coordination with Design Team and Sunnyvale City Departments on plan check comments and responses
13. Resubmittal of plan sets with appropriate revision clouding (associated design changes shall be included within DD and CD phases as part of standard progress)
 - a. Comment response documentation
14. Division of the State Architect (DSA) permitting for new DPS Addition including submission of civil engineering construction documents, responses to comments, and resubmissions to DSA to secure necessary site civil engineering related permits.

Construction Contract Administration - CCA

1. The Construction Contract Administration Phase commences upon the date that Contractor commences Work. The "Work" as used in this Scope means the portions of the Project for which the Architect has prepared Construction Documents.
2. The Construction Contract Administration Phase terminates upon the earlier of: (a) Architect's certification of Substantial Completion (as defined below); and (b) issuance of a certificate of occupancy or other governmental approval which enables occupancy and use of the portion of Project for its intended purpose.
3. The Architect and responsible Engineers of Record shall periodically visit the Project site at intervals appropriate to the stage of construction to observe the actual construction of the Project. The Architect, or an appropriate consultant, (such as structural while that discipline's work is being placed), shall visit the site no less than an average of once weekly once the structure begins to be erected.
4. The Project Team shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in-connection with the Work and shall not be responsible for failure of any contractor to carry out the Work in accordance with the Construction Documents.
5. The Project Team will:
 - a. Prepare field reports within one week after each site visit and deliver same to Owner. Utilize eBuilder as the project management software, including for invoicing, RFI's, submittals, etc.
 - b. Provide assistance to Owner's Construction Manager's review and execution of Contractor's Applications for Payment to the extent they relate to the Work. Review would be limited to confirmation that the Work has progressed to the point indicated, and to the best of Consultant's knowledge, the quality of such Work is in general accordance with the Project Documents subject to:
 - c. Provide a final evaluation (post-construction Punch List) of such Work upon Substantial Completion for conformance with the Project Documents.
 - d. The results of any subsequent tests required by or performed under the Project Documents.
 - e. Minor deviations from the Project Documents correctable prior to completion without added expense.
 - f. Specific qualifications stated in Construction Manager's approval of the Application for Payment; and Contractor is entitled to payment in the amount certified.
 - g. Subject to Owner's prior written approval, Architect shall have authority to reject any portion of the Work which does not conform to the Construction Documents. Whenever, in Architect's reasonable opinion, it is necessary or advisable for the proper implementation of the intent of the Construction Documents, Architect shall notify Owner of the need for special inspection and testing of any portion of the Work, whether or not such portion of the Work has then been fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to

- exercise such authority shall give rise to a duty or responsibility of Architect to the Contractor give rise to a duty or responsibility of Architect to the Contractor Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- h. Review and recommend action within fifteen (15) working days of receipt of each of Contractor's submissions, such as shop drawings, RFI's (request for information), catalogue cuts, test reports, performance data, and samples.
 - i. Review and recommend action within fifteen (15) working days of receipt of a substantial Contractor's submission for review, such as a complex document submittal for curtain wall fabrication, building shoring, that is also recognized by the Owner's construction manager.
 - j. Review the Contractor's Substantial Completion punch list one time.
 - k. General Bidding process comment and written responses over a maximum four (4) week time period upon initiation. Includes coordination and compilation of bid comments and responses and
 - l. Management, coordination and compilation of all Design Team permit submittals and associated documentation, comment responses and plan production as required for all permit submittals.
 - m. Stormwater Management Plan Report for Planning Permit and Building Permit review
 - I. SWMP Report and accompanying checklists
 - II. Stormwater Operations and Maintenance Agreement (for Building Permit Review only)
 - n. Planning and Building Permit Plan Check Response and Coordination
 - I. Coordination with Design Team and Union City Departments on plan check comments and responses
 - o. Resubmittal of plan sets with appropriate revision clouding (associated design changes shall be included within DD and CD phases as part of standard progress)
 - I. Comment response documentation
6. Meetings and coordination:
- a. Weekly meetings.
7. Additional Services:
- a. Additional drawing packages and additional meetings beyond those outlined.
 - b. A significant change of direction, which effects multiple disciplines, requires rework from previously completed services, effects the ongoing building development or requires additional time for delivering this phase.
 - c. Review of alternates & substitutions that require redesign.

Post Construction - PC

1. In the Post-Construction Phase, the Architect shall provide services to assist with project close-out. Services include:
 - a. One visit per building to confirm that the Punch List items have been corrected and that Contractor has followed the procedures to cause the release of the retention under the Construction Contract.
 - b. Based on As-Built documents provided by Contractor, provide a Record Set to the Owner, for portions of the project where the Project Team was the Architect or Engineer of Record, that is an electronic scan of drawings maintained by general contractor during the project's construction.
2. This phase shall terminate on the later of the following:
 - a. Correction of all significant Punch List items.
 - b. Owner's receipt of final and unconditional lien releases and payment of the retention to Contractor.
 - c. Services beyond three (3) months after the date of Substantial Completion for each permit package will constitute an additional service.

USE OF ANY SPECIALIZED EQUIPMENT

SmithGroup may, on occasion, use laser scanning equipment for data gathering purposes. Use of such equipment is for the limited purpose of assisting SmithGroup in processes associated with the delivery of its services and is not a survey or inspection of existing conditions.

OWNER RESPONSIBILITIES

The Architect is entitled to rely on the accuracy of information provided by the Owner's consultants. The Owner's consultants include but are not limited to:

1. Geotechnical Engineer
2. Commissioning Agent
3. Special Inspector and 3rd Party Oversight

SCHEDULE

The Project Phases covered in this contract are as follows, with the Schedule for each Project Phase:

- Schematic Design – (3) months, with a (1) month Review period following SD.
- Design Development – (4) months, with a (1) month Review period following DD.
- Construction Documents – (5) months + (1) month.
- Permitting / Bidding – (3) months.
- Construction Administration – (30) months, including the Demo & Abatement of Existing Buildings & Landscape Improvements, and Post Construction

CONSULTANTS

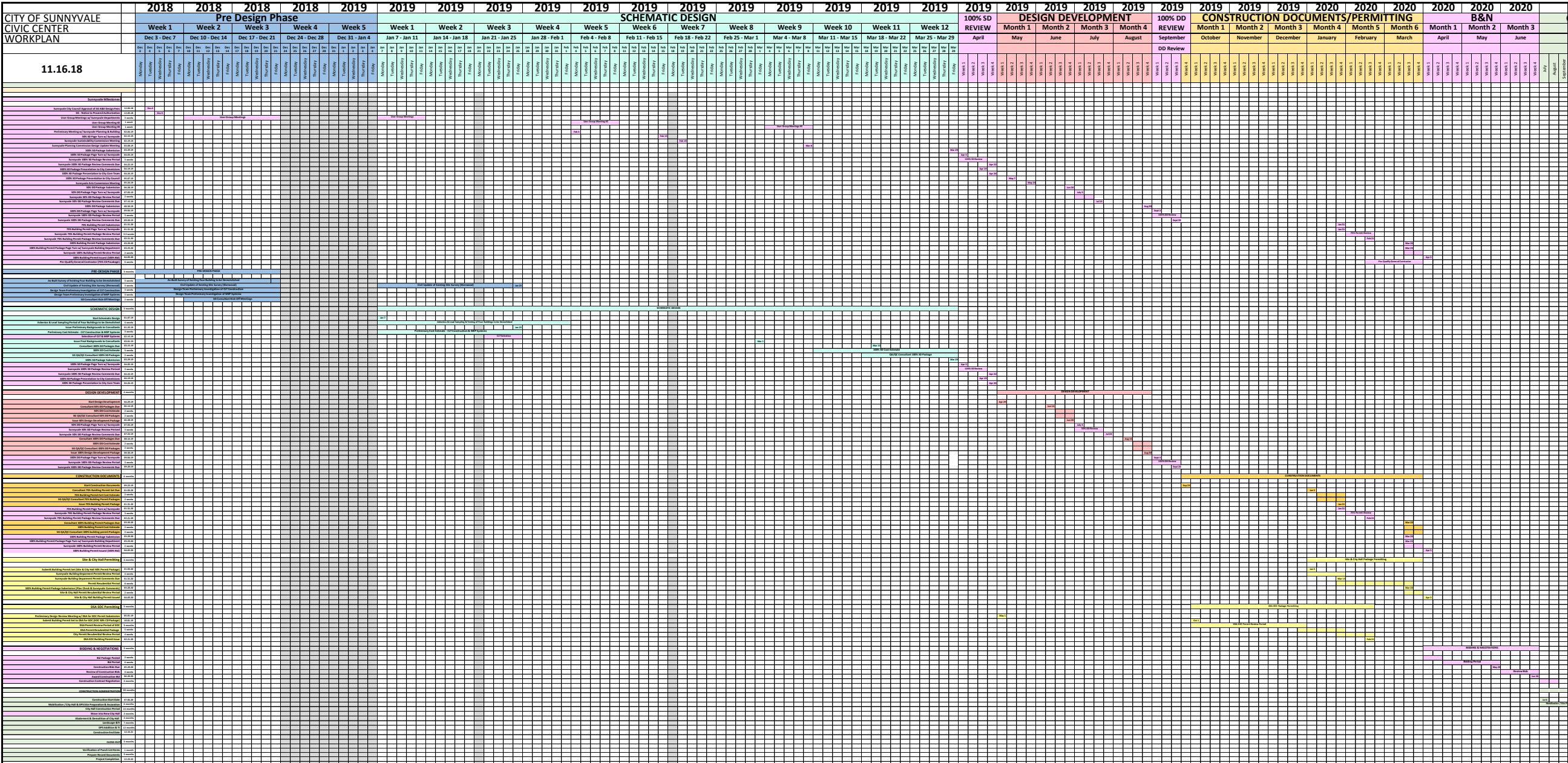
SmithGroup anticipates using the following consultant(s) for this project and the costs will be borne by SmithGroup and are included in SmithGroup projected fee.

1. Structural Engineer
2. Mechanical, Electrical, & Plumbing Engineers
3. Civil Engineer
4. Environmental Engineer (for the abatement and remediation of demolished structures)
5. Fire & Life Safety
6. Waterproofing / Envelope / Curtain Wall
7. Sustainability
8. Energy Modeling
9. LEED
10. IT / Security / Audio Visual / DAS / ERRCS
11. Acoustic Engineer
12. Vertical Circulation (Elevators)
13. Structured Parking
14. Building Maintenance
15. Signage and Wayfinding
16. Irrigation
17. Specifications
18. Cost Estimating
19. Code Consulting
20. Accessibility Consulting
21. Police / Emergency Services
22. Arborist
23. Archaeology / Cultural / Historic Review
24. Bird Management
25. Wind Study
26. Trash Management
27. Dry Utilities Design

- 28. Shoring Engineering
- 29. As-Built

Any additional consultants not identified herein will be retained under Additional Services.

Project Schedule



CITY OF SUNNYVALE CIVIC CENTER WORKPLAN	2020 - 2022 CONSTRUCTION ADMINISTRATION & CLOSE-OUT 30 Months																							
	2020				2021								2022											
	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September
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Exhibit B
Compensation Schedule

The City shall compensate **SmithGroup, Inc.** for the scope of services outlined above as a fixed fee lump sum in the amount of **Fifteen Million Four Hundred and Ninety Thousand Nine Hundred and Eight US Dollars (\$15,490,908)**, plus reimbursable cash charges.

PHASE	City Hall	PSB & EOC	Site Design & Landscape	Demo & Abatement	Mathilda Improvement	TOTAL
SD	\$ 1,921,131	\$ 510,907	\$ 393,728	\$ 179,416	\$ 12,575	\$3,017,757
DD	\$ 2,259,015	\$ 662,381	\$ 523,228	\$ 236,952	\$ 17,961	\$3,699,537
CD	\$ 3,152,031	\$ 957,554	\$ 560,978	\$ 173,420	\$ 24,605	\$4,868,588
P/B	\$ 452,145	\$ 128,456	\$ 109,775	\$ 22,310	\$ 8,101	\$720,787
CCA	\$ 1,884,440	\$ 602,474	\$ 297,737	\$ 87,658	\$ 8,440	\$2,880,749
PC	\$ 184,172	\$ 80,726	\$ 35,685	\$ 2,324	\$ 583	\$303,490
TOTAL	\$9,852,934	\$2,942,498	\$1,921,131	\$702,080	\$72,265	\$15,490,908

REIMBURSABLE EXPENSES

In addition to the fee indicated above, the following cash costs shall be reimbursable: (see also Appendix B)

1. Long distance telephone and facsimile charges, postage, express charges and other similar items;
2. Models, renderings, photography and other special presentation material for other than the Architect's own use;
3. Regulatory Agency review fees; and
4. Employment of, with client's prior approval, special consultants other than those listed in this proposal.

We estimate the reimbursable expenses for this phase of work to be **\$ 584,315** (3.77% of total labor).

OPTIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup, Inc. (if given verbally), and the work will commence upon **The City's** approval of an estimated fee for that effort or, if not agreed otherwise, **The City** shall reimburse SmithGroup, Inc. on an hourly basis of **SmithGroup's** project staff actively engaged for all personnel hours worked on the project. See Appendix A.

In addition, listed below are optional additional services that have been identified by the consultants.

Consultant	Additional Service	Purpose	Fee
Sherwood (Civil)	Sustainable Sites Initiative	Support services to take the project through the Sustainable Sites Initiative (SITES®) certification process.	\$25,140
Civil, Landscape, Irrigation, Lighting	Caltrans Encroachment Permit Support	Support services to coordinate and get approval from Caltrans for any curb and gutter streetscape work along El Camino Avenue	\$29,220
GPPA (Accessibility)	City Hall Inspections	Accessibility review of City Hall during construction to post construction. To be billed as Time and Material, Not to Exceed basis.	\$29,350
GPPA (Accessibility)	Public Safety Inspections	Accessibility review of Public Safety building during construction to post construction. To be billed as Time and Material, Not to Exceed basis.	\$19,000
GPPA (Accessibility)	Site/Landscape Inspections	Accessibility review of Site/Landscape during construction to post construction. To be billed as Time and Material, Not to Exceed basis.	\$18,090
HortScience (Arborist)	Additional Site Inspections	Additional site inspections during construction. To be billed as Time and Material, Not to Exceed basis.	\$30,000
RPS (Abatement)	Soil Management Plan (SMP) Preparation	Due to the unknown extent of soil conditions, a range of fee is given for the SMP, and its associated activities (management, import, handling, health and safety), which should be addressed after completion of Soil Testing Services. Note: Demo oversight and/or monitoring is not included in SMP proposal.	\$25,000 to \$40,000
RPS (Abatement)	ACM/LBP Bid Spec Preparation	Due to the unknown extent of Asbestos Containing Materials (ACM) and Lead Based Paint (LBP), ACM/LBP proposals do not include the preparation of bid spec documents due to unknown size, area and or quantities of materials to be dispose of. Bid Spec should be completed after the ACM and LBP Surveys. Note: Demo oversight and/or monitoring is not included in ACM/LBP proposal.	\$14,000 to \$22,000

Attachments: Appendix A - Billing Rates
Appendix B - Compensation for Reimbursable Expenditures/Subconsultant Markups
Consultant Services Agreement Between City of Sunnyvale and SmithGroup (with SmithGroup comments)

Appendix A

SMITHGROUP, INC. SAN FRANCISCO OFFICE: WAGE RATES BY CLASSIFICATION FOR 2019*

Professional Personnel: The services of SmithGroup, Inc. personnel for additional services to be billed as Time and Materials (T&M) are charged at the rates shown below. These rates include salary, benefits, overhead, and profit.

CLASS DESCRIPTION	BILLING RATE
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Architect I	\$110
Architect II	\$130
Architect III	\$180
Architect IV	\$220
Architect V	\$285

Interiors I	\$110
Interiors II	\$130
Interiors III	\$180
Interiors IV	\$220

Landscape Architect I	\$110
Landscape Architect II	\$130
Landscape Architect III	\$180
Landscape Architect IV	\$230
Landscape Architect V	\$270

Senior Mechanical Engineer	\$270
Junior Mechanical Engineer	\$205

BIM Specialist	\$285
Clerical	\$95
Construction Administrative Coordinator	\$130
Intern	\$75
Specification Writer	\$220
Technical / Administrative	\$155
Visualization Specialist	\$155

Principal	\$280
Vice President	\$325
Senior Vice President	\$335

Explanatory Notes:

1. Project Managers are billed at their classification rate.
2. The terms "Architect", "Landscape Architect", and "Engineer" are used for billing purposes only to indicate that the individual is in the referenced discipline and may or may not be a licensed professional within the project jurisdiction.

**Last Updated 10/2018*

Hort Science

T&M for Hortscience/Bartlett:

Fees

Based on the above projected scope of work, the fee is \$29,360. Invoices shall be submitted to the client upon completion of the field work and report. Payment is due within 30 days of date of invoice. Work in addition to the above requested by the client shall be billed at the following hourly rates:

Principal\$185.00
Consultant\$160.00
Environmental Analyst\$140.00
Arborist\$120.00
GIS/CAD specialist\$120.00
Clerk\$50.00

GPPA Billing Rates:

The following rates are effective as of January 1, 2016. Gilda Puente-Peters reserves the right to adjust these hourly rates.

This work will be done on a time and material basis, billed at the hourly billing rates included below plus accrued reimbursable expenses.

Hourly Billing Rates:

Principal hourly rate	\$ 220.00
Gilda Puente-Peters – CASp 024	

Project Manager hourly rate	\$ 175.00
Edwin Frye	

Planner/Surveyor	\$125.00
Jeff Peters	

Project Planner	\$ 85.00
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Appendix B

Compensation for Reimbursable Expenditures/Subconsultant Markups

Printing

Printing costs for all project documentation (i.e., meeting notes, technical memos, drawings, etc.) shall be expensed at accepted industry commercial rates.

Postage/Overnight Delivery

Postage/overnight delivery costs for all project documentation shall be expensed at accepted industry commercial rates.

Travel

Expenses for staff assigned to this project required to travel by air (i.e., air travel, lodging, car rental and meals) shall be subject to the following per diem rates and limits:

- Airfare and associated fees shall be reimbursed at the cost of Coach Class only. Business Class or First Class travel costs exceeding the Coach Class fare shall be at no additional cost to the CITY.
- Lodging shall be reimbursed at the per diem rate of three-hundred dollars (\$300) per night, inclusive of taxes.
- Rental care expenses, including applicable taxes, fees and fuel, shall be reimbursed at the per diem rate of one hundred dollars (\$100) per day (assumes rental of mid-size car).
- Meals and incidental expenses, including applicable taxes and gratuities, shall be reimbursed at the per diem rate of (\$60) per day. Reimbursement for alcoholic beverages or entertainment shall not be permitted.

The maximum allowable rate for mileage expenses for Northern California staff shall be at the current IRS standard mileage rate.

Other travel costs including bridge fares, parking fees and cab fare shall be reimbursed at cost.

No other expenses are reimbursable, unless the CITY has pre-approved such expense in writing.

Subconsultant Markups

No markups shall be allowed on reimbursable expenses and the maximum markup on subconsultants shall be 5%.

CITY can reject invoices and/or request additional backup as necessary for these expenses.

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:** \$2,000,000 per occurrence and \$4,000,000 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.

Industry Specific Coverages. If checked below, the following insurance is also required:

- x Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per claim.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- x Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants

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 (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) 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.
6. Excepting the Professional Liability Insurance, the policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

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.

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.