

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND ADVANCE
DESIGN CONSULTANTS, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES
FOR PUBLIC SAFETY EMERGENCY GENERATOR REPLACEMENT**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ANDVANCE DESIGN CONSULTANTS, INC., a California corporation ("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 Public Safety Emergency Generator Replacement; 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 Lorenzo R. Rios Jr., P.E. 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 Two Hundred Twenty Thousand Eight Hundred Ten and No/100 Dollars (\$220,810.00) for the duration of the contract, as well as optional services in an amount not to exceed Thirty One Thousand Seventy and No/100 Dollars (\$31,070.00) 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 Fifty One Thousand Eight Hundred Eighty and No/100 Dollars (\$251,880.00) 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 to 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: Nathan Scribner
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: Advance Design Consultants, Inc.
 Attn: Lorenzo Rios Jr., P.E.
 998 Park Ave.
 San Jose, CA 95126

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

ADVANCE DESIGN CONSULTANTS, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A
SCOPE OF WORK FOR
PUBLIC SAFETY EMERGENCY
GENERATOR REPLACEMENT
PR-18-09

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 construction support for the Public Safety Emergency Generator Replacement - PR-18-09. The scope of work generally includes preparation of: preliminary design, design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: environmental document (CEQA Exemption) preparation, construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

II. Project Information

A. Description

This project is to replace the existing diesel generator system with a new generator power system. This would include, but not limited to, the following:

- Replacing the two existing generators with two new generators, each sized to handle the entire building load. The second generator would be a redundant generator that operates if the first generator fails.
- The recommended location of the new generators would be on the current location. The existing vault can be partially backfilled to minimize the total height of equipment above ground and avoid the need for screening. However, the tank shall not be placed too much below grade to avoid being considered an underground tank.
- The existing Automatic Transfer Switch (ATS) system shall be replaced with new automatic transfer switches with bypass isolation.
- The new generators shall meet U.S. EPA Emission Standards Tier 3 and would need to be permitted through the Bay Area Air Quality Management District.
- Each generator shall be housed in a weather protective enclosure with lockable doors which give full access to the control panel and circuit breaker.
- The fuel tanks shall be dual wall integral sub-base fuel tanks mounted below or adjacent to the generator if the total height is too great. Other options will need to be provided if the total height is too tall to avoid the screening requirements and/or considering the tank to be an underground tank. The fuel tank shall provide a minimum of 72 hours of fuel.
- The design engineer shall determine the location of the new automatic transfer switches and determine if existing conduits can be utilized to connect power and controls between the new generator switchboard that would be installed near the new generators and the new automatic transfer switches.
- The design and installation of the new emergency power system shall comply with current codes and regulations as required by the Building Department for connection to the existing system.
- The design team shall identify and assess deficiencies in the existing backup power electrical distribution system with current codes and regulations, and also ensure a risk assessment incorporating hazard analysis and hazard mitigation is done according to the requirements of NEC 708.
- The design engineer shall consult and coordinate with Sunnyvale Building Division as the Authority Having Jurisdiction (AHJ) as to the extent of modifications required to the existing facility, since the modifications of the optional standby power system may need to include other facility and system upgrades to meet the minimum emergency power requirements of the current code, as well as fulfill the operational goals of the owner.
- Careful consideration shall be given to defining life safety systems and critical systems as each system has functional and code specific requirements that may affect existing building systems such as use and occupancy classifications.
- The project scope shall include the removal of the existing underground fuel storage tank. The removal of the tank shall comply with all local and State regulation, testing, disposal of hazardous waste and any other related regulations. All related permits shall be included into the scope of work.

- The designer shall prepare a work phasing plan to minimize the interruption to the ingress/egress circulation. Currently there is one drive lane used for controlled ingress and egress for the facility. The drive lane will have to be closed to accommodate the construction. The controlled entrance can be located at the southeast corner of the lot adjacent to the old county court house using the drive lane on the south side of the court house.
- An emergency backup system shall be maintained throughout the design and the construction phases.
- Conduct an arc flash study of the existing facility to determine hazards and risks in relation to existing electrical system.
- Upgrade existing generator notification system, with a new generator monitoring system that interfaces into the generator control panel, capable of remote notifications of critical generator functions and specialty reports obtaining real time status updates and alarms.
- Special consideration shall be given to defining appropriate fire life safety systems in the existing ATS room, current fire sprinkler system is not code compliant.
- **OPTIONAL TASK:** The design engineer shall review all available record drawings for the building and conduct a circuit study of the building to produce a complete and accurate diagram for the building.
- **OPTIONAL TASK:** Conduct a facility analysis and design for an Uninterruptible Power Supply.

B. Location

The project is located at the Department of Public Safety building at 700 All America Way, Sunnyvale at the intersection of El Camino Real and S. Pastoria Avenue. Please see Exhibit A, Location Map

C. Existing Conditions

The existing emergency power system includes two 230kW diesel generators, automatic transfer switches, controls and underground fuel system. The emergency power system is more than 30 years old and recent generator failures have resulted in low confidence in the generator system's reliability. The facility includes a 911 call response center. This facility has been identified as FEMA recognized Emergency Operations Center for the city of Sunnyvale and acts as the primary location for communication and coordination during a disaster. The entire existing electrical system of the Department of Public Safety (DPS) facility consists of the main electrical service and switchboard, the emergency power system and the electrical distribution system. The main switchboard MSB is rated 480/277V, 800A and is fed with an underground feeder from a Pacific Gas & Electric (PG&E) transformer on the property. Switchboard MSB has a PG&E watt-hour meter (meter #1009538481) and is located in the main electrical room near the north-east corner of the building. An 800A main circuit breaker in switchboard MSB is used as the main service disconnect. Switchboard MSB also has an 800A distribution circuit breaker which feeds the Automatic Transfer Switch (ATS) system of the existing emergency power system. A second distribution circuit breaker feeds a Cellular One load. Except for the Cellular One feeder, the entire building load is fed from the 800A distribution circuit breaker in switchboard MSB through the ATS. The generator assessment report dated April 6, 2018 conducted by AECOM attached as Exhibit B includes more details. The existing diesel fuel tank is a 12,000 gallons single wall/ fiber glass tank made by Owens Corning. The tank was installed in 1984.

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, bid documents, bidding support, and construction support services, as further detailed below.

A. Project Management

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the consultant is expected to attend a monthly progress meeting and prepare action item logs for subsequent follow-up. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

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

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

Consultant is expected to communicate often and early with respect to the schedule and budget. 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*

The consultant shall provide options for the location and configuration of the generator sets and the fuel tanks to avoid the screening requirements and/or considering the tank as an underground tank. The options shall include placing the tanks below or adjacent to the generator set. Another option is to partially fill the existing vault to minimize the total height. A technical memorandum outlining provision of options shall be prepared for the City's consideration. A preliminary cost estimate and project schedule shall be included with each option, along with other support information outlining pros and cons for each option.

Deliverables:

- Submit three hard copies, PDF copy, and the native file of the Draft Technical Memorandum with recommendation for the City's review and comments.
- Submit one hard copy, PDF copy and the native file of the Final Technical Memorandum.

C. *Design Development*

Consultants shall be the Engineer of Record and responsible for design and preparation of complete plans and technical specifications for the project. The consultant must review the generator assessment report dated April 6, 2018 done by AECOM and 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.

Use of contractors, and all applicable subcontractors which are required to pay prevailing wages, requires registration with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, potholing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. **For complete details, please refer to Exhibit 1: Labor Compliance.**

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 5 sets of 24" x 36" and 3 sets of 8 ½" x 11" hardcopies.
 - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details.
 - b. Cut sheets for equipment/appurtenances.
 - c. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities.
 - d. Project schedule update.
 - e. 30% construction cost estimate.
 - f. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
 - g. 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 5 sets of 24" x 36" and 3 sets of 8 ½" x 11" hardcopies.
 - a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
 - b. 75% specifications:
 - Technical specifications,
 - Special Provisions, with recommended changes in track changes format. The Special Provisions shall also 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.
 - e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
 - f. CEQA Exemption documentation, suitable for filing at the County Recorder's Office.
 - g. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
 - h. Other supporting documentation as necessary. SWPPP, NOI, documentation of starting permits necessary for the contractor, calculations or reports for Building, SWMP, list of information available to Bidders.
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit 5 sets of 24" x 36" and 3 sets of 8 ½" x 11" hardcopies.
 - a. 100% plans
 - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional 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 technical specifications
 - Finalized Special Provisions
- c. Project schedule update.
- d. 100% construction cost estimate.
- 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 double-sided only.
 - a. 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 attend a pre-bid meeting, respond to all bidder's requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City's Purchasing Officer.

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

F. Construction Support Services

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

The following is a minimum list of services and submittals required.

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting.
3. Attend 6 periodic construction progress meetings.
4. Participate in the final inspection and development of punch lists.
5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).

9. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
10. Participate in the “Lessons Learned Meeting” with all parties at the end of the project.

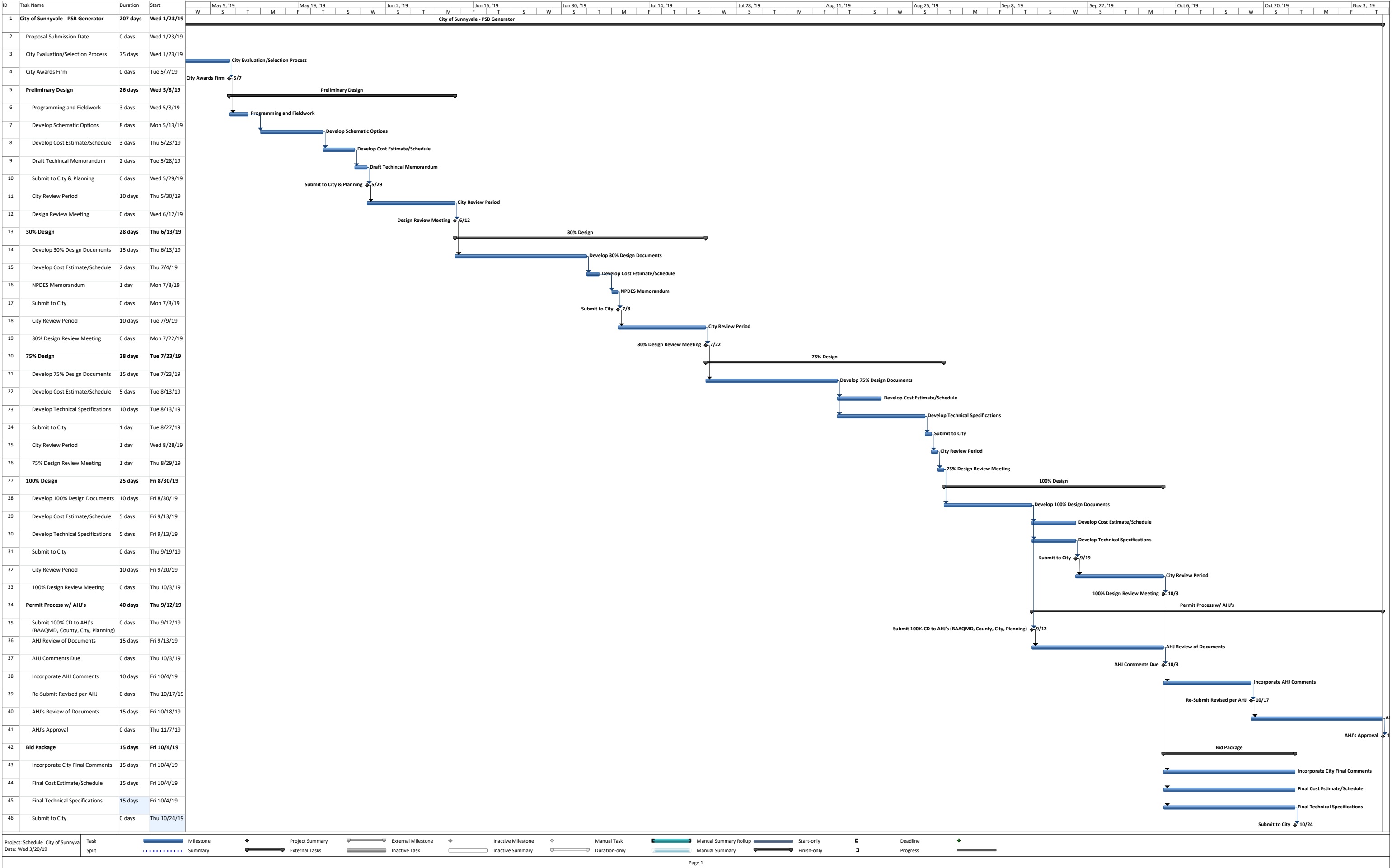


Exhibit B
Compensation Schedule

City of Sunnyvale

Proposal for: Public Safety Emergency Replacement Project PR-18-09

Consultant's Name: **Advance Design Consultants, Inc.**

Tasks		Labor									Subconsultants						ODCs	Total
Task #	Task Description (Change task titles as detailed in the scope of work)	Principal	Project Manager	Archtiect	Electrical Engineer	Electrical Designer	Drafter/ Designer	Clerical	Total Hours	Total Labor Costs	Survey	Geotech..	Structural		Total Hours	Total Labor Costs	Other Direct Costs	Total Fee
		Lorenzo Rios Sr.	Lorenzo Rios Jr.	Jim Morlean	Alex Hernandez	Mario Cuellar	Jose Aguirre	Paola Martinez			Mission Engineers	BAGG Engineers	BCA Engineers					
		\$240	\$180	\$200	\$175	\$140	\$100	\$75			\$175	\$175	\$190					
1	Project Management	10	60	8	8	0	0	0	86	\$ 16,200	4	0	8		12	\$ 2,220	\$0	\$ 18,420
2	Preliminary Design	4	8	20	20	40	40	0	132	\$ 19,500	20	20	0		40	\$ 7,000	\$0	\$ 26,500
4	30 % Design	6	12	32	32	40	40	0	162	\$ 25,200	20	20	0		40	\$ 7,000	\$0	\$ 32,200
4	75% Design	6	12	24	32	40	80	40	234	\$ 30,600	4	0	20		24	\$ 7,500	\$0	\$ 38,100
5	100% Design	6	12	24	32	40	80	40	234	\$ 30,600	4	0	20		24	\$ 7,500	\$0	\$ 38,100
6	Regulatory permits preparation/acquisition	8	4	2	2	0	8	8	32	\$ 4,790	0	0	0		0	\$ 600	\$0	\$ 5,390
7	Final Submittal	4	4	12	12	24	40	4	100	\$ 13,840	4	0	16		20	\$ 4,040	\$0	\$ 17,880
8	Bid and Construction Support	32	80	32	32	48	12	0	236	\$ 42,000	4	0	8		12	\$ 2,220	\$0	\$ 44,220
	Proposal Subtotal	76	192	154	170	232	300	92	1216	\$182,730	60	40	72		172	\$38,080	\$0	\$220,810
	Optional Services																	
A	Option 1: Additional agreement/permit/certification if needed	8	8	2	2	0	8	8	36	\$ 5,510	0	0	0		0	\$ -	-	\$ 5,510
B	Option 2: Review all available record drawings for the building and conduct a circuit study of the building to produce a complete and accurate diagram for the building.	4	12	0	80	80	160	0	336	\$ 44,320	0	0	0		0	\$ -		\$ 44,320
C	Option 3: Conduct a facility analysis and design for an Uninterruptible Power Supply.	0	0	8	40	64	80	0	192	\$ 25,560	0	0	0		0	\$ -		\$ 25,560
D		0	0	0	0	0	0	0	0	\$ -	0	0	0		0	\$ -		\$ -
E		0	0	0	0	0	0	0	0	\$ -	0	0	0		0	\$ -		\$ -
	Total Optional Services	12	20	10	122	144	248	8	564	\$75390	0	0	0		0	\$0	\$0	\$75390
	Total Including Optional Services	88	212	164	292	376	548	100	1780	\$258,120	60	40	72		172	\$38,080	\$0	\$296,200
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:** \$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:

- ☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ 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. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ 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
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$ _____.

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. 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.