

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF  
SUNNYVALE AND KITCHELL CEM FOR DESIGN AND CONSTRUCTION  
SUPPORT SERVICES FOR FIRE STATION MASTER PLAN**

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

WHEREAS, CITY desires to secure services necessary for the development of a master plan and other services for a project known as Fire Station Master Plan; 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 Chris Lovin to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1."

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Thousand Six Hundred Seventy-Six and No/100 Dollars (\$100,676) for the duration of the contract, as well as optional services in an amount not to exceed Thirty-Three Thousand Seven Hundred Ten and No/100 Dollars (\$33,710) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Thirty-Four Thousand Three Hundred Eighty-Six and No/100 Dollars (\$134,386) 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 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 negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

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

To CONSULTANT: Kitchell CEM  
Attn: Heather Brown  
2450 Venture Oaks Way, Suite 500  
Sacramento, CA 95833

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

KITCHELL CEM ("CONSULTANT")

APPROVED AS TO FORM:

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

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

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



## Exhibit A SCOPE OF WORK

### Step 1: Project Initiation

**Deliverables:** (1) Meeting minutes including goals and objectives, long-range funding strategies and prioritization categories; (2) Project schedule.

Kitchell will meet with the City to ensure everyone is clear on the goals, communication protocols are established, work activities are reviewed and confirmed, schedule milestones are reviewed and confirmed and desired outcomes are established. Kitchell will request and review available documentation of the facilities to be evaluated. This documentation will establish baseline information for planning work - a point of beginning – and will include:

- As-builts drawings of the buildings and systems
- Existing Facility Condition Assessments (FCAs)
- Operation and Maintenance (O&M) Manuals
- Maintenance history, including any infrastructure, facility and equipment problems
- ADA Studies
- Other related studies and reports that have been produced for the facilities

Kitchell will review regulatory requirements with the City in addition to any long-range funding strategies and the prioritization categories. Our team needs to understand the City's long-range funding strategies and prioritization categories, so as we develop our report we can ensure we are prioritizing each deficiency accurately.

Once all of the available data from the City has been received, we will review the provided information to identify the previous work done on each building and on the sites. Our team will review the past maintenance history to understand the parameters that already exist for size and quantities of building and site systems. We will develop a detailed schedule for site visits to each building – developing efficient routes so we can minimize interruptions to your staff; and develop the format of the report.

We will facilitate a project kick-off meeting with Kitchell, the City and all team members. During this meeting, we need to clearly understand the following:

- Goals and objectives
- Scope, overall schedule and deliverables
- Roles and responsibilities
- Review of buildings: age, general condition, maintenance history
- Review completeness of data provided
- Review long-range funding and prioritization categories
- Review security protocols
- Review the report's format

Kitchell + SKA wants to ensure that together we tailor the project to efficiently deliver those services that provide the highest value to you, while conforming to your budget.

## Step 2: Facility Assessment & Evaluation of Findings

**Deliverables:** Trip reports consistent of any fire/life/health safety issues.

Once all existing data is reviewed and evaluated during the project kick-off meeting, we propose the following methodology to complete the facility evaluation portion of the work. The Facility Evaluation Team will consist of, at a minimum, an architect, mechanical engineer and electrical engineer – each an expert with existing fire facilities. Specialty resources (e.g. structural engineers, civil engineers, etc.) will be added from our team to provide specific expertise and knowledge that may be required for each facility or building element.

Prior to our field survey, we will coordinate our arrival schedule with the City. Upon arrival, we will first take time to interview the staff and the building maintenance personnel, preferably individuals knowledgeable of the major systems maintenance history, current issues and known deficiencies. We will require maintenance staff to escort our field evaluation team (or be available) throughout our evaluation. We find site maintenance individuals have a wealth of knowledge that can assist in the development of the report. They should also have access to all mechanical and electrical rooms, roofs, central plants and other secured areas.

The Team will assess the following systems and components:

- Building envelope, including outer shell, walls, doors, windows, and roofs;
- Interior walls, ceilings, flooring, and signage;
- Plumbing systems, both interior and exterior;
- Mechanical systems, including HVAC, exhaust, ventilation, controls and instrumentation;
- Fire/life safety systems;
- Electrical systems, both interior and exterior, including distribution, lighting, and emergency backup
- Telecommunications
- Fire Station equipment

We will follow the non-destructive visual observation procedures (as codified in ASTM E2018-15, Standard Guide for Property Condition Assessments) to conduct our evaluation. Our survey will be conducted during normal business hours. Our team is courteous and professional. During the evaluation, we will observe material systems and components of the building and identify physical deficiencies and any unusual features.

In order to accomplish the goal of this project, our team will require the use of technology inside each facility. The use of technology within the facility may require City support. Our team will work with the City to honor privacy and security concerns with respect to the use of technology tools inside the facility. We propose to utilize tablet devices to collect assessment data and take photographs of deficient items, the building and major systems. Within 24 hours of completing our building assessment, we will deliver a Trip Report that will inform the City of any fire, life and health safety issues that need immediate attention.

Over the course of developing our significant facilities evaluation experience and by utilizing respected industry and regulatory resources such as Whitestone Research, US DOJ, ASCE, IFMA and ASHRAE, we have developed comprehensive checklists for each discipline and building elements that are integrated into our mobile application. These checklists address most every potential deficiency. By developing these comprehensive checklists and training each team member in their use, we will control the continuity and quality of our report.

Data gathered from the team will be organized into a thorough Facility Evaluation Database with photographs of each item. This Database will be a user-friendly tool that details the condition of each building, and note system and component deficiencies. Each deficiency will have a recommendation for correction and an associated cost so the City can assess and prioritize each need. Our philosophy is that the Database should be a living document and serve as the City's master "road map" for ongoing facility upkeep and maintenance program that guarantees an efficient use of funds.

A budget level cost estimate conforming to ASTM Uniformat II Classification for Building Elements (E1557-97; Level 3) will be generated that captures the field team's recommendations for addressing deficiencies. Our estimating staff relies on in-house historical cost data and knowledge of the bidding climate in the various regions within the California market. We utilize our in-house cost database built from over \$5 billion of construction, RS Means, Timberline and Excel software to prepare our cost estimates. We have an excellent track record of forecasting market conditions that impact construction costs, trade labor and material availability, geographic or seasonal considerations and more. By considering all these potential budget impacts, we consistently produce extremely accurate conceptual estimates that translate into completed facilities within established budgets. Using industry best practices, and taking into account your budget cycle, we will prepare a phased estimate and priority-based schedule for the completion of our recommendations.

The Facility Evaluation Team will provide a written analysis including a detailed description of each building component and system. The report is organized by building system and will include digital photos of major systems and components and of all deficiencies identified. The report will include discussion of current and anticipated repairs, replacements and deficiencies, and applicable options for repair or maintenance of building components. The report will also include the remaining life of the systems and components based on citable industry or manufacture standards and our Team's experience. Deficiencies are summarized in a Capital Needs Analysis Table included throughout the report.

A program summary report will be provided to include a roll-up of all prioritized capital needs across all facilities. Reports will reflect a 1 -, 5-, and 25-year detailed repair and replacement plan. The analysis will include a cost table sorted by building and system and ranked by priority. Tables will allow for the customization of reporting and a year-by-year budget needs analysis. The budget needs analysis will include a cost database sorted by building system and ranked by priority. The format of the database will allow for the customization of reporting by building, by system or by priority, and a year-by-year analysis of budget needs.

### **Step 3: Program for Current/Future Needs**

Shah Kawasaki Architects (SKA) shall prepare a prototypical "best practices" program for the optimum operation of each of the City's six fire stations. It will be based on the current and projected needs in the foreseeable future. This is the recommended first step in an approach to address needs for expansion, adequacy of program elements, construction cost and evaluation of renovation vs replacement strategies. The programs will be all-inclusive of site and interior building requirements including parking, security perimeters, fuel vaults, generators, aprons, living quarters, offices, apparatus rooms, PPE storage, PPE cleaning, medical storage, medical cleaning, SCBA, general storage, exercise and training facilities. The programs shall employ best practices standards such as NFPA, the Essential Service Act, Sustainable Design, accessibility and gender equality.

**NFPA:** NFPA 1581 is the primary source of design standards related to carcinogen and infectious disease reduction. These standards include providing separate house, PPE, and medical sinks/cleaning stations in order to avoid cross contamination; providing mop able (such as polished/densified concrete) flooring surfaces that will not harbor MRSA, providing hand sinks and walk-off mats between apparatus bays and the house; and incorporating commercial grade kitchen

standards to promote healthy food preparation. In addition, the cleaning/documentation procedures for PPE will be incorporated to reflect recent updates in section 1851.

**Essential Services Act:** The Essential Services requirements extend not only to the structural frame of the building, but also to the securement of architectural, mechanical and other features so that they do not impede the operation of the station after a natural catastrophe. Communications and electrical power must be maintained. The Act also governs inspection and reporting to DSA.

**Sustainable Design:** Sustainable design strategies employed for fire stations differ than those employed for other forms of buildings. A fire station must be designed to withstand long-term use and abuse. Simple is better than complex. Natural is better than artificial. If light, fresh air, heating and cooling can be introduced naturally into the building, long term operational and maintenance costs will be reduced. A drive-through apparatus bay has better natural ventilation and light than a back-in apparatus bay. Access to exterior spaces not only provides natural light and ventilation, reduces storm water and heat island affect, but also reduces fire personnel stress. Interior finishes should be specified from natural and recycled materials, but such materials must be able to withstand constant use so as to minimize waste and disposal.

**Accessibility:** The new and renovated portions of a building must comply with the accessibility requirements of sections 11A and 11B of the California Building Code. These sections are intended to be compliant with the American with Disabilities Act (ADA). Fire stations have multiple occupancy requirements and thus differing requirements for the various areas of the building. Existing public facilities are still subject to ADA. A Capital Improvement Plan (CIP) must be prepared which progressively funds accessibility to key elements of an existing fire station. Full compliance may not be possible without replacing the station.

**Gender Equality:** We understand that the City's fire stations have been remodeled to provide single occupancy dormitories to accommodate and provide privacy to both female and male personnel.

The Best Practice Programs will be used to determine the construction cost for station replacement. They will also be the benchmark to determine what level of renovation would be deemed necessary should an existing station be retained. The Capital Improvement Plan would prioritize and sequence the renovations and/ or replacement of fire stations.

**Citygate will be Kitchell + SKA's exclusive partner** as needed on any fire service specific issues from their SOC and their General Government Financial Principal can assist on financing strategies the City is not already considering or has used in the past, as needed.

#### **Step 4: Reporting**

**Deliverables:** (1) Draft Report; (2) Final Report.

The final documents shall be submitted to the City for review. A comprehensive report containing the following, at a minimum:

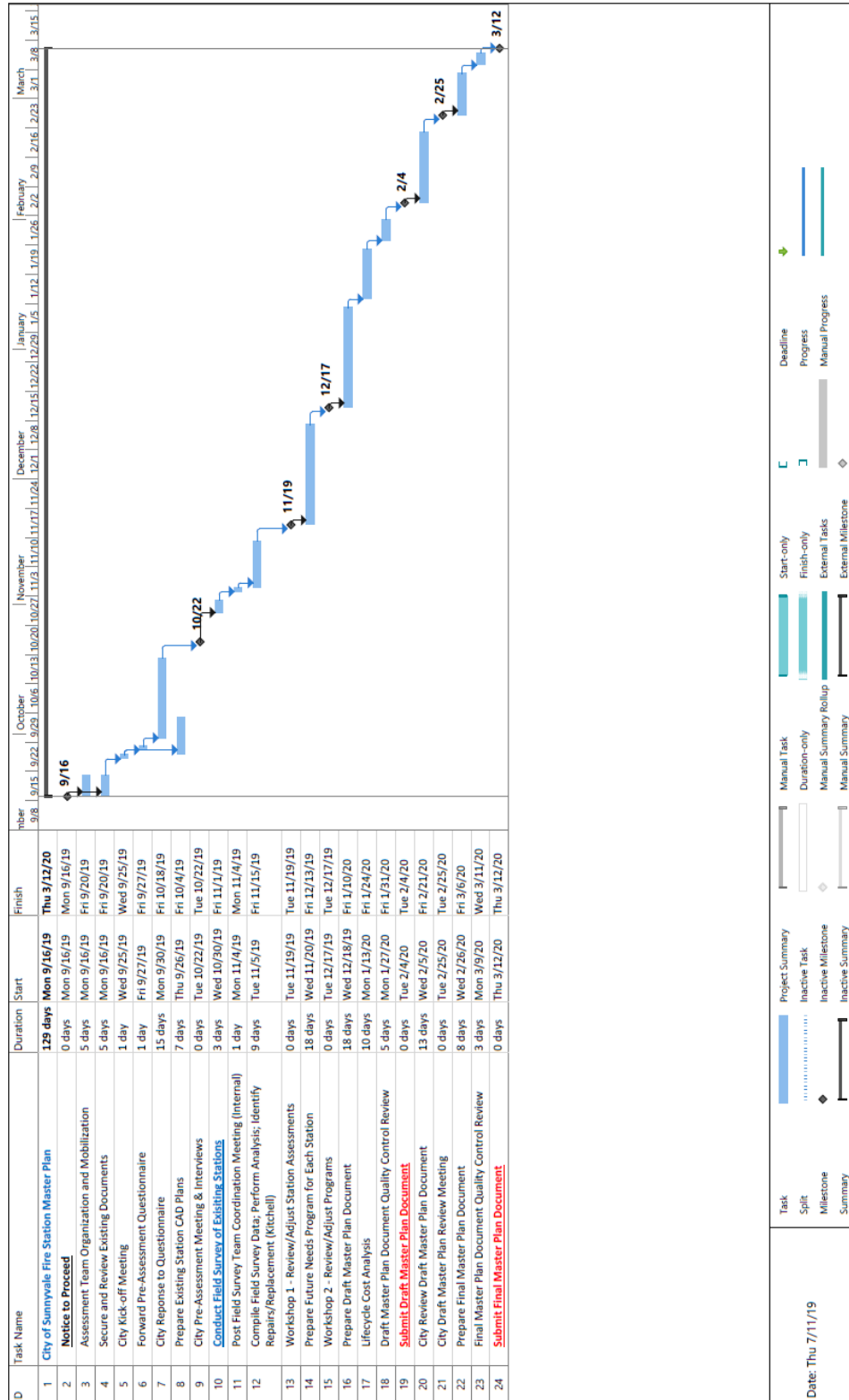
- A. Table of contents
- B. Executive summary
- C. Project introduction
- D. Fire Station assessment with the following:
  - 1. Evaluation of serviceability
  - 2. Facility condition and remaining life expectancy
  - 3. Code analysis based on essential facility designation for each facility
  - 4. Remaining life expectancy of specified equipment

5. Cost analysis for facility equipment asset group
  6. Current age of asset
  7. Projected date to replace and manufacturer established life cycle
  8. Evaluation of need and feasibility of station expansion to meet future service delivery demands
  9. Appropriate photos
- E. Recommendations
1. Renovate/expand versus replace each station to meet future service delivery demands with costs for each.
  2. Minimum parcel size and facility size, with order of magnitude costs for any new structures, at the six existing fire station locations, and for the possible relocation of Fire Station 1 as recommended in the *Standards of Cover Study, dated April 27, 2018*.
  3. Identification of potential funding sources or other revenue programs to fund the proposed improvements.

The report is submitted as a draft for the City's review and comments. After receiving the City's draft report review comments, we will make any necessary adjustments and develop our final Master Plan document.

Prior to submission of any reports to the City, Kitchell will ensure that the reports meet or exceed the City's expectations by following a rigorous Quality Control Program led by our QA/QC Reviewer, Bill Johal. Bill Johal and our Project Manager will review each document release for completion, clarity and continuity.

## Exhibit A-1 PROJECT SCHEDULE



## Exhibit B COMPENSATION SCHEDULE

		Kitchell CEM									Shah Kawasaki		Miyamoto				
		Principal	Project Manager	Project Achitect	Mechanical Engineer	Electctical Engineer	QA/QC	Estimator	Scheduler	Admin / Clerical	Principal	Project Achitect	Principal	Project Engineer	Total Hrs	Total Fee	Trips
City of Sunnyvale Fire Department Master Plan																	
Description	Hrly Rate	\$200	\$175	\$165	\$165	\$165	\$175	\$150	\$150	\$95	\$225	\$155	\$250	\$150			
1: Project Initiation																	
1.1 Kick Off Meeting			8								4	4			16	\$ 2,920	1
1.2 Review Existing Building Documents			1	1	2	2					2	4			12	\$ 2,070	
1.3 Prepare Pre-Assessment Questionnaire			1	1	2	2					2	4			12	\$ 2,070	
1.4 Prepare Existing CAD Drawings of Each Station											2	18			20	\$ 3,240	
1.5 Project Management		2													2	\$ 400	
Subtotal Task 1		2	10	2	4	4	0	0	0	0	10	30	0	0	62	\$ 10,700	
2: Facility Assessment & Evaluation of Findings																	
2.1 City Pre-Assessment Interviews / Questionnaire Review			8	4	4	4					4	4			28	\$ 4,900	
2.2 Conduct Field Survey of Each Station			8	8	8	8					12	12			56	\$ 9,920	1
2.3 Compile Field Survey Data			2	2	4	4					8	8			28	\$ 5,040	
2.4 Workshop 1: Review/Adjust Station Assessments			8	6	6	6					4	4			34	\$ 5,890	1
2.5 Project Management		4								2					6	\$ 990	
Subtotal Task 2		4	26	20	22	22	0	0	0	2	28	28	0	0	152	\$ 26,740	
3: Program For Current / Future Needs																	
3.1 Prepare Future Needs Program for Each Station			8	2							16				26	\$ 5,330	
3.2 Workshop 2: Review/Adjust Programs			8	6							4				18	\$ 3,290	1
3.3 Life Cycle Cost Analysis			4	2				4	4		12	12			38	\$ 6,790	
3.4 Project Management		4													4	\$ 800	
Subtotal Task 3		4	20	10	0	0	0	4	4	0	32	12	0	0	86	\$ 16,210	
4: Reporting																	
4.1 Prepare and Submit Draft Master Plan Document			16	6	6	6	12	8	8	14	36	36			148	\$ 25,280	
4.2 Address Draft Master Plan Document Comments			8	2	2	2	8				6	6			34	\$ 6,070	
4.3 Capital Financing															LS	\$ 6,006	
4.4 Prepare and Submit Final Master Plan Document			4	2	2	2	4				16	16			46	\$ 8,470	
4.5 Project Management		6													6	\$ 1,200	
Subtotal Task 4		6	28	10	10	10	24	8	8	14	58	58	0	0	234	\$ 47,026	
Total Hours		16	84	42	36	36	24	12	12	16	128	128	0	0	534	\$ 100,676	4
Total Fee Per Discipline		\$3,200	\$14,700	\$6,930	\$5,940	\$5,940	\$4,200	\$1,800	\$1,800	\$1,520	\$28,800	\$19,840	\$0	\$0			
Proposal Subtotal																\$100,676	
Optional Services																	
Tour SKA Facilities (SFO3, NAPA 5)			2								12	12				\$ 4,910	
Structural/Seismic Assessment-30 hours per station													18	162		\$ 28,800	
Total Optional Services																\$ 33,710	
Total Including Optional Services																\$ 134,386	

## Exhibit C

### INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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.

