

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND
ANDERSON BRULE ARCHITECTS, INC FOR DESIGN AND CONSTRUCTION
SUPPORT SERVICES FOR LAKEWOOD BRANCH LIBRARY & LEARNING
CENTER**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ANDERSON BRULE ARCHITECTS, INC. a 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 Lakewood Branch Library & Learning Center- PR-14/01-15; 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" and Exhibit "C" entitled "Site Scope of Work Diagram." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Jason Hull, AIA, LEED AP{Project Manager's Name} 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 Two Million Seven Hundred Thirty Seven Thousand Four Hundred Eighty Seven and No/100 Dollars (\$2,737,487.00) for the duration of the contract, as well as optional services in an amount not to exceed Sixty Two Thousand Nine Hundred Forty Two and No/100 Dollars (\$62,942.00). In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Million Eight Hundred Thousand Four Hundred Twenty Nine and No/100 Dollars (\$2,800,429.00) 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 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

The City requires that all contractors CONSULTANT maintain insurance requirements on the Pacific Insurance Network System (PINS). CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "D" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "D."

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, P.E, Assistant City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Anderson Brule Architects, Inc.
Attn: Jason Hull, AIA, LEED AP
325 S 1st Street, 4th Floor
San Jose, CA 95113

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

ANDERSON BRULE ARCHITECTS, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

**EXHIBIT A
SCOPE OF WORK FOR
Lakewood Branch Library & Learning Center- PR-14/01-15**

I. General

The City of Sunnyvale is seeking proposals from licensed Architectural firms to provide professional services for design and preparation of bid documents and construction support for the Lakewood Branch Library Facility. 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) preparation, construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

II. Project Information

A. Description

- A new 20,068 square foot Library and Learning Center Building that will also include a community room, small kitchen and community room storage.
- Library and Community Services, Sunnyvale School District (SSD), and Fremont Union High School District (FUHSD) will have operations out of the new building and careful consideration in the design process needs to be given to successful combination of these services. The design process should refer and align to the final Memorandum of Understanding (MOU) between the City, SSD, and FUHSD.
- Demolition of the adjacent Lakewood Pool is an integral part of this scope of work. The Lakewood Pool demolition project is planned to move at the same pace as the Library project and be integrated within the same bid package. However, through the terms of the MOU, if the library project is stopped after opening of bids due to total project improvement costs exceeding the estimated project costs, the City and ABA will update the agreement to include the complete demolition and infill of the pool as a separate bid package including the design of a landscape area in its place.
- At the time of this proposal, the overall project budget has been set by the City at \$28.3 million for the Library and Learning Center as well as the Pool Demolition.
- At the time of this proposal, there is a separately planned and scoped Park Master plan effort that will commence at some point during the design process of the Library and Learning Center. The park improvements and specifically any field improvements or replacement as it relates to the placement of the new Library and Learning Center will be studied and budgeted for under that separate effort which are not a part of the scope outlined and included herein.

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.

The scope includes the following disciplines:

- Architectural Design and project specifications. Specifications shall include City of Sunnyvale Special Provisions
- Environmental documents including but not limited to CEQA determination and requirements on the basis of, but not limited to, Mitigated Negative Declaration (MND).
- Site Planning
- Civil Engineering
 - Including compliance with current C3 requirements and NPDES SWPPP requirements as needed with Construction General Permit if necessary.
- Utilities Design and Coordination
- Landscape Design
 - For area immediately around the building, the corresponding parking lot(s) and required path of egress walkways connecting building, parking and public right of way. See Attachment #1 showing limit of work line for the project.
- Structural Engineering
- Mechanical Engineering. New HVAC system shall be compatible with the City's existing control system.
- Electrical Engineering
 - Including lighting design for both building and site as it relates to the specific site egress and parking lot lighting (not lighting associated with revisions to play fields or other park lighting)
 - Including fire alarm device location and specification
- Plumbing Engineering
- Provide design and coordination of Intermediate Distribution Frame (IDF)/Main Distribution Frame (MDF) which includes the following:
 - Electrical Diagram (include circuit panels, wiring specs, power distribution)
 - Low Voltage Diagram (fiber cables, CAT 6 cables, patch panels, conduits and/or cable trays, wireless access points, card key access panels, CCTV, IP based PA system)
 - Note that design team shall coordinate with City to document all elements necessary to make low voltage system a "turn-key" process
- Signage Design
- Coordinate and secure permits from the Division of State Architect (DSA), and Bay Area Air Quality Management District (BAAQMD).
- Public Art coordination on design and installation with City selected and contracted Artist, assuming 1% of construction cost value for the artwork
- Furniture Selection and Documentation, including furniture list with finishes and materials
- Acoustic separation design
 - For sensitive spaces, room acoustics for community room, meeting and study rooms and the stack/study areas and HVAC noise and vibration for all spaces
- Audio Visual (A/V) system design including related electrical and data requirements
- Security System design
- Cost Modeling/Estimating services
- Scheduling (design and approvals process)
- Full Building Energy Modeling for LEED v4 & Title 24. Needs to meet Calgreen mandatory measures and LEED Gold w/ verification by LEED AP.
- Site Topographic and Boundary Surveys for the affected site area to encompass the scope of work for the pool demolition, the new library, and parking lot and related site improvements.
- Environmental Studies in conformance with requirements of CEQA and the City of Sunnyvale

- Geotechnical services for the building and immediately adjacent site area (including specific requirements for pool infill as it relates to preparation for future Library building)
- Coordination as needed with City's Hazardous Materials consultant on assessment for the existing community/pool buildings to be demolished
- Hazardous Materials assessment for the soils in the areas of improvement, includes:
 - Site reconnaissance
 - Interviews
 - Phase 1 ESA report

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.

The total project budget, including both design and construction is \$28.3 Million. Consultant is expected to communicate often and early with respect to the schedule and budget. This project will be reviewed by Department of the State Architect. The Consultant will be expected to attend a pre-application meeting with Department of the State Architect (DSA) on or around the 50% Design Development state. Consultant will also be responsible for making appointments (as necessary) and delivering all subsequent submittals to DSA.

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. Consultant shall coordinate with City staff for training materials and e-Builder introduction.

WORK PLAN

The following pages include Consultant's proposed Work Plan to complete the design, documentation and construction administration for the Sunnyvale Lakewood Branch Library and Learning Center as well as the pool demolition.

ON-GOING OR RECURRING TASKS AND MEETINGS

The Consultant team will complete the following tasks and meetings throughout the duration of the project.

- Bi-weekly project management conference call with the City (may be combined with another project meeting as appropriate)
- Monthly Progress in person Check-in with the City
- Progress Check Ins with key stakeholders at intervals appropriate to the development of the design (may be combined with another project meeting as appropriate, if not combined, maximum of 5 separate meetings)
- Meeting Documentation (Agenda and Minutes for any ABA led or facilitated project meeting)

B. Preliminary Design

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.

PHASE 1 – PRELIMINARY DESIGN: SCHEMATIC DESIGN AND COMMUNITY OUTREACH

The first phase, Preliminary Design, serves to align project expectations and refine the proposed process, if needed, in collaborative work with the City of Sunnyvale. This effort also includes two separate but related tracks of outreach that can be run concurrently:

The first track is for the community at large and proposes two (2) Community Forums as outlined below in items 1.3 and 1.6 below.

The second track is for the key stakeholders as it relates to the users and service providers within the Library and Learning Center. This would include key representatives from the City Library and Community Services (LCS), Sunnyvale School District (SSD), and Fremont Union High School District (FUHSD). The intent of this stakeholder engagement is to confirm how joint operations and scheduling may affect program refinements, adjacencies and define key design drivers. This effort should be directly informed by the final Memorandum of Understanding (MOU) as established between the City and SSD and FUHSD.

Note that if the Core Team includes the primary representatives needed from LCS, SSD, and FUHSD, then it is possible that the stakeholder meetings and core team meetings could be combined.

1.1 – Core Team Meeting 1 / Design Kickoff Meeting

The ABA Consultant Team will prepare for, facilitate, and document a Core Team meeting to:

- Review Project Requirements and Goals
- Review Draft Project Schedule
- Develop a Project Communication Plan
- Prepare for Stakeholder Workshops
- Prepare for Community Engagement, including discussion and decision on best methods for community outreach

1.2 – Stakeholder Workshop 1

The ABA Consultant Team will prepare for, facilitate, and document a Workshop with key stakeholders from LCS, SSD, and FUHSD in which we will:

- Review findings from Programming Phase
- Discuss Layout and Circulation, considering how services will be provided and any associated impact to program and layout

1.3 – Community Engagement Event 1

The ABA Consultant Team will prepare for, facilitate, and document a Community Engagement Event (format to be determined in Core Team Meeting #1) in which we will:

- Share and Validate Vision and Goals as it relates to the design outcomes for the project
- Gather Input on Architectural Character and key Design drivers or success criteria that can be used to evaluate future design ideas ABA to facilitate and prepare all materials and meeting minutes, City to support

1.4 – Core Team Meeting 2

The ABA Consultant Team will prepare for, facilitate, and document a Core Team meeting to:

- Review Input, Data, and Analysis from Community and Stakeholder Outreach
- Select Scenario Criteria that will help establish the Conceptual Design Options

1.5 – Core Team Meeting 3

The ABA Consultant Team will prepare for, facilitate, and document a Core Team meeting to:

- Review Conceptual Design Options
- Review Conceptual Design Option Costs
- Review Opportunities and Constraints

1.6 – Community Engagement Event 2

The ABA Consultant Team will prepare for, facilitate, and document a Community Engagement Event (format to be determined in Core Team Meeting #1) in which we will:

- Present two to three Design Options
- Present how the Design Options relate back to the input heard in Community Engagement Event 1
- Gather Input and Critique on Design Options

1.7 – Stakeholder Workshop 2

The ABA Consultant Team will prepare for, facilitate, and document a Workshop with key stakeholders from LCS, SSD, and FUHSD in which we will:

- Review Design Options and Input Received from Community Engagement Event 2
- Evaluate against Service Delivery Concepts and Layout/Circulation needs
- Gather input on operational considerations that would inform/revise Design Options
- Gather input to help narrow down to a single option

1.8 – Core Team Meeting 4

The ABA Consultant Team will prepare for, facilitate, and document a Core Team meeting to:

- Review Input and Analysis from Community Engagement Event 2
- Review Input from Stakeholder Workshop 2
- Recommend a preferred option
- Review Recommended Design Option Costs and make high level recommendations for reductions if costs are over the budget

1.9 – LEED Charrette

- The ABA consultant Team will prepare for, facilitate, and document a multi-disciplinary LEED Charrette with City staff to review LEED credits and determine initial direction towards reaching the LEED goal. LEED Gold under LEED v4 is being targeted as a LEED equivalency goal – formal LEED certification is not included. *

**Note: Design team will need an Owner's Project Requirements (OPR) for the project prior to the LEED Charrette. If City cannot provide an OPR, the Consultant can help to prepare as an optional service.*

1.10 (a-e) – Branch Library Presentations

The Branch Library presentations are intended to be updates, not feedback sessions. The groups represented below will need to be integrated into the Community Engagement and Stakeholder Workshop process noted above for the presentation update to be well received. The ABA Consultant Team will present:

- Summaries of Vision, Background, & Outreach
- The Schematic Design Options that were developed and reviewed
- The Preferred Design Option

To the following groups:

- (a) City's Board of Library Trustees Commission
- (b) Parks and Recreation Commission
- (c) Planning Commission
- (d) City Council
- (e) SSD School District Board
- (f) FUHSD School District Board

Phase 1 Deliverables

The ABA Consultant Team will complete the following:

- Vision, Background, & Outreach
- Project Vision Statement (focused on LCS operations and services, as it connects with SSD and FUHSD based on parameters set in MOU)
- Summary of Stakeholder and Community Outreach
- Scenario Criteria
- Site Analysis
- Summary of Regulatory Parameters
- Summary of Site Opportunities & Constraints
- Schematic Design Options (3 max with narrowing down to 1)
- Conceptual Utility Layout (existing & new)
- Building size (validated based on any adjustments to program document based on schematic design outcomes)
- Program layout
- Preliminary LEED checklist
- Cost Model with value engineering concepts identified as needed to align to budget
- Preliminary project schedule
- Preliminary CEQA effort
- Primary Exterior Signage Design & Coordination
- Meeting Documentation

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 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 “Attachment 2: 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, Division of State Architect (DSA), Sunnyvale School District (SSD), Fremont Union High School District (FUHSD), Bay Area Air Quality Management District (BAAQMD), and other stakeholders will also be consultant responsibility. If a Storm Water Management Plan (SWMP) is required for the project, the consultant shall prepare the SWMP and hire and pay a certified third-party reviewer from the SCVURPPP list of prequalified consultants as required for the building permit.

PHASE 2 – DESIGN DEVELOPMENT

The second phase, Design Development, will develop and coordinate documentation for the construction of the branch library. This phase will include design review and input from the City at key milestones.

The City will facilitate (setup, lead, document outcomes) for all Core Team meetings. ABA consultant team will attend a total of up to 3 Core Team meetings during design development and will incorporate comments and decisions from these meetings into the design.

2.1 (a-c) – Regulatory Agency Pre-Application Meetings

The ABA Consultant Team will prepare for, facilitate, and document meeting(s) in which we will:

- Review application requirements
- Review Design
- Review Pertinent Regulations
- Review Regulatory Approval Process & Requirements.
- Discuss Any Potential Issues or Concerns

With the following groups:

- (a) Planning Division
- (b) Fire Services (Sunnyvale Fire Protection)
- (c) Division of State Architect (DSA)

2.2 – 30% Submittal & Design Review

The ABA Consultant Team will submit the 30% complete Design Development Set of the Library and Learning Center for City, SSD and FUHSD Review. Consultant will submit six (6) full size sets and six (6) half size sets as well as a PDF digital copy. The 30% submittal will be provided three weeks prior to the following core team meeting to review City Comments. The 30% submittal will include:

- Cover sheet and plan sheets with base mapping and preliminary details.
- Cut sheets for equipment/appurtenances.
- Schematic Materials Palette
- Coordination of utilities
- Project schedule update
- 30% construction cost estimate
- Determination of project's CEQA needs.
- Incorporation of Stormwater management and compliance with NPDES C.3 requirements. Include project type and risk level.
- Determination if the project's construction activities are within the NPDES Construction General Permit.
- Table of Contents list for technical specifications
- Water Efficiency design calculations to comply with Sunnyvale Municipal Code 19.37.050
- Energy model
- Status of application for PG&E
- LEED checklist on track to meet LEED Gold
- Documentation of outreach with franchise utility companies for facilities needing to be relocated or adjusted to grade as a result of the proposed construction activities

2.3 – Page Turn Meeting

The ABA Consultant Team will prepare for, facilitate, and document a Page Turn meeting in which we will review the 30% design submittal for the Library & Learning Center. Consultant will present the design submittal including key features of the plans to project reviewers and answer questions and note any initial comments. The City team will then review the plans and provide complete comments following the meeting.

2.4 – 75% Submittal & Design Review

The ABA Consultant Team will submit the 75% complete Design Development Set of the Library and Learning Center for City, SSD, and FUHSD Review, Plan Check, Constructability Review and Bid-Ability review. Consultant will submit six (6) full size sets and six (6) half size sets as well as a PDF digital copy. The 75% submittal will be provided three weeks prior to the following core team meeting to review City Comments. The 75% submittal will include:

- 75% Plans with all subcontracted work accounted for in this submittal. All project details have been accounted for.
- 75% specifications including technical specifications and special provisions, with recommended changes in track changes format.
 - Bid schedule and item descriptions

- A list of minimum required submittals during construction
- List of information available to Bidders (provided by City)
- A table listing all inspections (including any special inspections and materials testing) and associated responsibility
- A table list of material warranties, and associated warranty periods
- Updated Materials Palette
- Project schedule update
- 75% construction cost estimate (bid schedule)
- Utility conflicts have been resolved or a timeline for resolution has been determined
- CEQA schedule for circulation
- Responses to the City's 30% review comments
- Filing of the Notice of Intent (CEQA)
- Calculations and forms/reports containing information necessary for City to upload project into the SMARTS program for compliance to the Construction General Permit
- DSA submittal
- Site photometrics
- Stormwater and C3
- New utilities
- Plats and legal for any new required easements
- LEED check list

2.5 – 100% Submittal

The ABA Consultant Team will submit the 100% complete Design Development Set of the Library and Learning Center for City, SSD, and FUHSD Review, Plan Check, Constructability Review and Bid-Ability review. Consultant will submit six (6) full size sets and six (6) half size sets as well as a PDF digital copy. The 100% submittal will be provided three weeks prior to the following core team meeting to review City Comments. The 100% submittal will include:

- 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 the plan set coversheet with the transmittal of the final plans and specifications:
 - "The undersigned hereby maintains that a professional peer review of these plans and the required designs was conducted by me, a licensed Architect with expertise and experience in the appropriate fields of architecture equal to or greater than the Architect of Record, and that to the best of my knowledge and belief the appropriate corrections have been made."
- 100% specifications
- Reviewed bid instructions
- Finalized technical specifications
- Finalized Special Provisions
- Finalized Materials Palette
- Project schedule update
- 100% construction cost estimate
- Responses to the City's 75% review comments, along with return of mark ups
- DSA submittal
- Stormwater and C3
- New utilities

- Plats and legal for any new required easements
- LEED check list
- PG&E new service
- Other supporting documentation as necessary including Storm Water Management Plan Third Party Certification.

Phase 2 Deliverables

The ABA Consultant Team will complete the following:

- 100% Design Construction Document Set
- Written Responses to City Comments
- Meeting Documentation

PHASE 3 – BID PACKAGE

The third phase, Bid Package, will create a documentation set ready for bid.

3.1 – Submittal of Bid Package

The ABA Consultant Team will submit the Bid Package. The bid package will incorporate the City's final comments from the 100% submittal, including incorporation of all SSD, FUHSD, and DSA comments. The Bid Package submittal will include hard copies and digital format (PDF and native format) of each of the documents listed below:

- One hard copy full size set of drawings stamped and signed on each sheet by the Architect of Record and by discipline, as well as a PDF digital copy.
- Technical specifications, with cover sheet stamped and signed by all required disciplines in PDF format.
- Final project schedule update
- Final construction cost estimate

Phase 3 Deliverables

- Bid Package
- Drawings
- Technical Specifications
- Revised Special Provisions
- Construction Cost Estimate
- Written Responses to City Comments
- LEED checklist
- CEQA forms as necessary

PHASE 4 – BID SERVICES

The fourth phase, Bid Services, will support the bid process through the City Purchasing Officer. During bidding, all communications will be directed through the City's Purchasing Officer. This phase will include:

- Consultant attendance at a pre-bid meeting
- Response to all bidder's requests for information (RFIs)
- Support City's coordination efforts to inform plan-holders of significant responses to RFIs

Preparation of addenda as necessary. 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.

Phase 4 Deliverables

The ABA Consultant Team will complete the following:

- Responses to Requests for Information
- Addenda
- Conformed Documents, if required

PHASE 5 – CONSTRUCTION SERVICES

The fifth phase, Construction Services, will support project construction through the City or the City-hired Construction Management Firm. This phase will include:

- Attend and prepare information for a coordination meeting between the design team and the construction management team. Consultant shall be prepared to address:
 - Key Project Design Drivers
 - Possible construction pitfalls as it relates to meeting design intent
 - Items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
- Attend the pre-construction meeting.
- Attend approximately 10 periodic construction progress meetings, but quantity will be adjusted as appropriate to the schedule and pace of the work
- Participate in the final walkthrough and development of punch lists.
- 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.
- The consultant shall stamp and sign any revisions to the contract plans as a result of responses to RFIs or as a result of executed change orders. Consultant shall ensure that all changes are in compliance with the applicable codes and coordinate with DSA.
- Review and respond to all submittals within the period allocated in the contract documents.
- Review any proposed substitutions, if any, for conformance to plans and specifications.
- Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
- Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. Final Record Drawings will be submitted electronically, in PDF and CAD format.
- Participate in the "Lessons Learned Meeting" with all parties at the end of the project

Reimbursable Expenses and Markups

For preparation of the cost proposal template and invoicing during the project, no markups shall be allowed on reimbursable expenses and the maximum markup on each subconsultant shall be 5%. Optional services, if any, may be included as separate line items in the cost proposal.

Phase 5 Deliverables

The ABA Consultant Team will complete the following:

- Responses to Requests for Information
- Submittal Reviews
- Punch list
- LEED Checklist and corresponding letter by project LEED AP noting intent to achieve LEED Gold
- Record Drawings
- Meeting Documentation

PROJECT TIMELINE/SCHEDULE

The project schedule will be established as a part of the scope of the work. For the purposes of this proposal, ABA is assuming a project start of mid-April 2020 with an anticipated timeline of approximately 25 months to complete design, documentation, and approvals (including environmental review and DSA review) putting bid and construction services starting in May 2022. Construction duration is unknown at the time of this proposal, but given the building size and complexity, ABA is assuming a construction duration of 16 months putting an estimated occupancy date of September 2023, followed by closeout and DSA Certification resulting in an anticipated close of services under this contract on or around December 2023.

ASSUMPTIONS

Assumptions noted below are built upon our understanding of the scope of the work.

General

- The project will be bid and constructed in a single phase.
- The Consultant will 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. The City will provide one training session prior to start of design and again prior to start of construction to familiarize consultants with the software.
- The project will be designed to meet LEED Gold under the LEED V4 version but will not be certified
- All pool demolition design and engineering work performed by ABA and its consultants shall be directly coordinated with City and School District Staff.
- Specifications will include Division One General Requirements and technical specifications and special provisions. Bidding and Procurement specification documentation will be provided by the City.

Low Voltage

- Consultant's scope of work shall be limited to the diagrammatic representation of the proposed low voltage/communications routes from the edge of the building to the property line, including suggested placement and sizing of the infrastructure. This information shall be represented on Consultant's site plan.
- Consultant will facilitate carrier discussions and coordination of required infrastructure to bring services to the property line from the Local Exchange Carrier (LEC), cable television providers and other service providers and will show on-site infrastructure requirements on Consultant drawings (see note above.) Ordering of services from the Local Exchange Carrier (LEC), cable television providers and other service providers will be by the City

Structural

- Pending results of geotechnical findings, it is assumed that the foundation system will consist of continuous and isolated spread footings.

Survey

- A title report (both City and School properties) will be obtained by the Consultant on behalf of the City.
- Title Fee will be paid for by the City
- Unless otherwise indicated or provided by others, any existing utilities identified on Consultant drawings/plans are based on information obtained by the Consultant, or provided to the Consultant, and may not be accurately documented in their horizontal location or vertical profile.
- Scope of work for utilities will document existing utilities to validate that the existing infrastructure has adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage, and do not require main extensions. Pending findings from this documentation and validation, the Consultant can recommend any utility system capacity studies that may be required as an additional service.

Civil

- Single Set of Civil drawings will be used for onsite and offsite improvements
- Off-site improvements are limited to designing new curb cuts along the project frontage and construction of new curb, gutter, sidewalk, and utility services to the public mains within the fronting public roads. If additional off-site improvements are subsequently required as a result of the planning entitlement or permitting process, we will notify you of the change in scope and provide an additional service request to cover the new scope. It is assumed that the minimal public improvements currently anticipated to support this development can be designed and documented with the on-site improvement plans as a single set of drawings.
- Civil Engineer will prepare the Operations and Maintenance Agreement defining the obligations of the landowner to operate and maintain the stormwater treatment facilities after construction is complete. The City shall record the final document with the County.
- Civil will provide Qualified SWPPP Developer (QSD) services in compliance with the Construction General Permit Order 2009-009-DWG as amended by Order 2010-0014-DWQ, administered by the State water Resources Control Board (SWRCB). Support will be provide to the City's Legally Responsible Person (LRP) to submit Permit Registration Documents (PRD's) to the State's online Storm Water Multiple Application and Report Tracking System (SMARTS) program website.
- It is the City's responsibility to provide Qualified SWPPP Practitioner (QSP) services.
- Notice of Intent (NOI) and SWPPP are required as part of the State of California Regional Water Quality Control Board requirements associated with the Construction General Permit required by Environmental Protection Agency's the National Pollutant Discharge Elimination System. This is required for all construction projects with clearing, grading and excavation resulting in land disturbance of one (1) or more acres. The proposed project falls under this regulation described above.
- This proposal also assumes that the project will be required to prepare a Risk Level 2 SWPPP, based on our experience of the surrounding area. Preparation of a more complicated SWPPP (Risk Level 3) has not been included in the proposed fee and is not anticipated.
- As part of our services, the Consultant will prepare the required documents associated with the NOI and SWPPP documents and assist the Owner in the online posting and submittal process. The City needs to register the project and designate Consultant as the Qualified SWPPP Developer (QSD), which will allow the Consultant to contribute information and update and monitor the SWPPP as necessary

Landscape

- As-built irrigation drawings will be available for the park and school sites to determine potential construction impacts to the existing systems. If no drawings are available, an additional site visit could be provided as additional services to confirm existing system parameters, as described in Task A.
- A new water meter shall provide irrigation service to the library (no park tie-in is included). Library, park and school irrigation will be designed as separate systems. The pool site reconstruction area is assumed to be served by its own existing irrigation system.

Signage

- Consultant will provide one set of inserts for room identification, display units, and similar items.
- All exterior signs will be designed to comply with the requirements of the City of Sunnyvale Sign Ordinance; planning department design review and approval can be obtained "over the counter," and will not require a formal hearing process.

- Exterior and interior signage will be included in a single set of construction documents and will be bid and fabricated concurrently by a single sign fabricator.

Environmental

- Scope of work assumes that the project will qualify for a Mitigated Negative Declaration (MND) and all impacts can be reduced to a less than significant level through mitigation measures or compliance with the City of Sunnyvale standard conditions.
- Scope includes preparation of the Initial Study, preparation of a draft Mitigated Negative Declaration (MND), preparation of a draft Mitigation Monitoring and Reporting Program (MMRP), attendance of meetings and hearings, and project management and contract administration.
- Consultant will file the Notice of Intent (NOI) for the environmental review process
- Based on CEQA guidelines, it is assumed that the IS will not be submitted to the State of California's Office of Planning and Research (State Clearinghouse); therefore, the IS would only require a 20-day public review period.
- Consultant will provide the City with up to 30 hard copies of the Initial Study for public distribution and a PDF of the document for posting on the City's website.
- Based upon current understanding of the project, we anticipate the key environmental issues for the project will include the following resources:
 - Construction Air Quality/Greenhouse Gas
 - Biological Resources (Tree Survey)
 - Cultural Resources
 - Noise
 - Transportation (traffic impact analysis)
- See proposed Initial Study Schedule below:

Task	Duration of Task	Time Elapsed
1. DJP&A receives authorization to proceed and requested project information	---	1 day
2. Receipt of technical reports from subconsultants	6 weeks	6 weeks
3. Preparation and Submittal of the 1 st Admin Draft IS to the City	2 weeks	8 weeks
4. Review of 1 st Admin Draft IS by City staff	3 weeks	11 weeks
5. Revise 1 st Admin Draft IS, prepare Screencheck IS	2 weeks	13 weeks
6. Review of Screencheck IS by City Staff	1 week	14 weeks
7. Revise Screencheck IS and print IS Final Report	1 week	15 weeks
8. Document Circulation (20-day review)	3 weeks	18 weeks
Total		+/-18 weeks

Geotechnical

- Consultant will provide a geotechnical report outlining findings of geotechnical investigation. The report will include:
 - Site plan showing exploratory borings and CPTs
 - Logs of exploratory borings and CPTs, including depth to groundwater
 - Laboratory test results
 - A detailed discussion of our findings and recommendations, including:
 - Site conditions
 - Subsurface conditions Geologic hazards and seismicity
 - Seismic Design Parameters in accordance with the 2019 CBC Chapters 11.4, and ASCE 7-16 Chapters 20, and 21.2 (Ground Motion hazard Analysis)
 - Site preparation and earthwork recommendations
 - Foundation type and design recommendations
 - Lateral earth pressures for retaining wall design
 - Temporary shoring design recommendations
 - Interior and exterior slab-on-grade recommendations
 - Recommendations for backfill of existing pool
 - Flexible asphalt and rigid concrete pavement recommendations
- The City will coordinate site access/permission to enter.
- Clear site access will be provided for equipment at the time of drilling.
- The site is accessible to truck and track-mounted drill rig and CPT equipment.
- Explorations will be permitted and backfilled with cement grout in accordance with Santa Clara Valley Water District guidelines.
- If available, site plans provided for our use will show the locations of all underground utility lines and structures. Consultant will perform a visual inspection of utilities prior to confirm against utility location plans provided and note any deviations prior to drilling. Consultant will not be responsible for damage to any such lines or structures that are not shown accurately on the plans provided to us or properly marked by USA subscriber companies.
- Some disturbance to the ground surface and vegetation may occur as a result of accessing the desired locations of subsurface exploration. Consultant will endeavor to minimize disturbing of soil as much as possible and will agree to conditions of cleanup with the City prior to start of work. In general, site restoration is limited to general clean-up and does not include complete restoration of the site.
- This proposal does not include disposal of excess soil cuttings that may be generated during drilling. If soil disposal is required, an optional service has been provided for this. The costs in this proposal assumes the soil cuttings can be off hauled to a non-hazardous waste disposal facility. Additional costs will be associated with cuttings that are classified and need to be disposed of at a hazardous waste facility and are not included as part of this proposal.
- The building will be subject to the provisions in the 2019 CBC including seismic ground motion values in accordance with Chapter 11; Section 11.4, and ASCE 7-16 Chapters 20 and 21. This proposal includes a ground motion hazard analysis in accordance with Chapter 21.2 of the ASCE 7-16. If a site response analysis is desired or required by Chapter 21.1 of the ASCE 7-16, we will provide a supplemental work scope and fee to perform this analysis.
- DSA will require that the geotechnical investigation and geologic hazards evaluation report will be reviewed by CGS. It is assumed that CGS comments, if any, can be addressed with a supplemental letter and that no additional soil drilling or laboratory testing would be required

by them, so additional soil drilling, sampling and/or laboratory testing is not included in the scope for the purposes of providing a response to CGS's comments.

- City will be responsible to pay the fee associated with the CGS review (currently \$3,600) and submitting the report and work application.
- Note that CGS review time will take up to 14 weeks based on our experience on recent submittals, the review time has historically fluctuated between 8 to 16 weeks depending on their workload.

Hazardous Materials Assessment (Soils)

- Scope of work was prepared in general accordance with ASTM E1527-13 titled, "Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process" (ASTM Standard). The ASTM Standard is in general compliance with the Environmental Protection Agency (EPA) rule titled, "Standards and Practices for All Appropriate Inquiries; Final Rule" (AAI Rule). The purpose of this phase 1 ESA is to strive to identify, to the extent feasible, Recognized Environmental Conditions, Controlled Recognized Environmental Conditions or Historical Recognized Environmental Conditions at the property.

Fire Suppression and Alarm

- Fire Sprinkler design will be performed in this scope of work, as DSA will require it
- Fire Alarm will be performed in this scope of work, as DSA will require it

Cost Estimating

- Provide a conceptual design cost models for three options.
- Provide a single construction cost estimate at the 100% Schematic Design, 100% Design Development, and 50% Construction Document design phases.
- Reconciliation of Consultant provided cost estimate with one prepared by the City Construction Manager at the 50% Construction Document design stage.
- Provide estimate updates as each design phase based on Design Team and Owner review of Consultant estimate.
- The cost estimate reports will have a separate estimate for the building and site

Mechanical/Plumbing

- Building service for gas, water, electrical, telephone/cable will be provided for the Library and Community Room as a single system design with corresponding metering. Separation of building systems and corresponding metering between the Library and Community Room would be an additional service.

Sustainability

- Single LEED Kick off meeting/charrette
- Creation, updates (14 total), and management of LEED check list and work plan throughout duration of project
- Letter noting intent to achieve LEED Gold
- LEED construction kick off
- Review and submit Construction Credit Documentation narrative

EXCLUSIONS

- Design and documentation of Master Clock Systems
- Design and documentation of Distributed Antenna System (Cellular carriers)
- Design of fuel oil systems.
- Design of foundation dewatering systems.
- Design of solar thermal energy systems.
- Design of chilled water storage, ice storage systems, or ground source heat pump systems.
- Design of systems to support a commercial kitchen
- Structural bid alternatives
- Design of fire pump
- Donor signage*
- Digital signage*
- Hazardous materials assessment for buildings/structures on site
- Park master plan project cost estimating
- California Department of Fish and Wildlife (CDFW) filing fee if project requires CDFW review
- \$50 County filing fee or newspaper noticing fees
- Pre-requisite and Enhanced Commissioning Services are currently assumed to be provided by the City and excluded from this scope of work.*
- Building envelope commissioning services*
- Procurement of signage permits (which are customarily obtained by the Sign Subcontractor).
- Additional soil drilling, sampling and/or laboratory testing is not included in the scope for the purposes of providing a response to CGS's comments.
- Design and engineering of photovoltaic systems
- Acoustical consulting for specialized spaces with stringent acoustical requirements, such as recording or music facilities, or maker spaces with power tools
- Construction Submittal review beyond the first review and one resubmittal per submittal.

**Consultant can provide these services as an additional service as requested.*

ADDITIONAL AND OPTIONAL SERVICES

Civil

OPTIONAL TASK A: RECORD OF SURVEY

- If the City of Sunnyvale is requesting to establish in the field the northerly boundary line of subject site Parcel, then Consultant will call out the existing boundary monuments, if found and set, of the northerly boundary line of subject site Parcel and file a Record of Survey with the County of Santa Clara. This portion of work satisfies the California requirements for a boundary survey under the Business and Professions Code, Section 8762 of the Professional Land surveyors' Act, since subject site Parcel is described by metes and bounds description, and the current limits of the Parcels as described, is not shown on any subdivision map, or official map, or Record of Survey. This Record of Survey is prepared showing the results of the field survey and the description and location of the monuments, if found and set, at the northerly boundary line of subject site Parcel. This Record of Survey is prepared and submitted to the County Surveyor's Office of Santa Clara County with the referenced maps and deeds used in the preparation of the Record of Survey for review and approval. After the review and approval of the Record of Survey by the County Surveyor's Office, Consultant will prepare the original Mylar of the Record of Survey and submit to the County Surveyor's Office for filing/recording the Survey with the County Recorder's Office of Santa Clara County.

BKF will submit a PDF of the filed/recorded Record of Survey, if requested. The for this task will include the County's review fee (\$600) and Recorder's fee (\$83).

OPTIONAL TASK B: PLAT & LEGALS

- If determined during final design that new easements are needed, Consultant will provide stamped plats and legals for City review and County recordation. Actual fees will be determined based on the complexity and/or size of the easements.

OPTIONAL TASK C: POTHOLING SERVICES

- Upon request, Consultant will retain a potholing contractor to locate certain underground utilities at critical points to confirm existing utility depths for design. Consultant will prepare a potholing exhibit and coordinate with the potholing contractor. This scope of work includes the contractor's work plus Consultant's coordination efforts.

OPTIONAL TASK D: STORM DRAIN MAIN EXTENSION

- Based on the Feasibility Study dated Sept. 22, 2017, the project team had noted that the project may need to install a new storm drain main extending from either the Meadowlake Dr/Lakechime intersection or the Silverlake Dr/Lakechime Dr intersection. Currently there is no storm drain main along the project frontage. Per record drawings provided by the City, the on-site storm drain system is shallow and may not be deep enough to service the project, pending field survey to confirm. If a storm drain main extension is required, Consultant will provide a separate Public Street Improvement Permit plans for this work only. The plans will be on 24x36 sheet size per City requirement. The anticipated plan sheets are:
 - Title Sheet
 - Construction Notes
 - Existing Conditions
 - Utility Plan & Profiles
- This task includes addressing two (2) round of city comments, or three (3) submittals to the City for review and approval. Consultant assumes traffic control plans will be provided by the contractor similar to the main project and no additional survey is required.

Landscape

OPTIONAL TASK E: IRRIGATION EVALUATION AND DRAFTING

- If as-built drawings are unavailable for the school and park site, Consultant will schedule a single joint site visit with school and park maintenance staff to operate the existing irrigation systems and determine system components, service points, and general locations to better inform the irrigation design and potential impacts from proposed improvements. Portions of the existing system that require adjustments will be reflected in the irrigation plan.

Hazardous Materials Assessment (Soils)

OPTIONAL TASK F: PRELIMINARY SOIL QUALITY EVALUATION

- Based on preliminary information provided by the City, the Consultant team understands that the site may have had a history of agricultural use.
- This option is to collect surface soil samples for laboratory analyses to help evaluate whether pesticides have significantly impacted the site. This information will help evaluate whether the site appears acceptable for planned development and whether special considerations for site development need to be addressed, such as handling/disposal of construction spoils and possible regulatory agency concerns.
- If concentrations of pesticides are detected at or near concentrations exceeding regulatory screening levels, Consultant likely will recommend collecting additional samples for laboratory analyses.

Geotechnical

OPTIONAL TASK G: INFILTRATION TESTING

- If needed, scope can be added to include infiltration tests using the “Deep-Quick” infiltration test method which consist of presoaking a gravel filled hole and then running a falling head test for a period of up to two hours to estimate the in-situ infiltration rate. The results of testing will be summarized in the report.

OPTIONAL TASK H: DISPOSAL OF SOIL CUTTINGS

- If desired, drill spoils generated during our investigation will be placed in a 55-gallon drums, sampled, tested, and removed from the site for disposal. If authorized, the drums will be stored on-site at a location designated by you and will remain there for approximately 3 to 4 weeks while the laboratory analyzes the soil samples. The cost for this optional service as presented in this proposal assumes that the soil cuttings are non-hazardous and can be disposed of at a Class III landfill, or its equivalent. If analytical testing indicates that the drummed soil is hazardous, additional costs not included in this proposal may be incurred for disposal of the drummed soil. We are assuming 6 drums would be needed to contain the cuttings from the borings due to the number of borings, presence of bay mud and depth of the borings.

Building Performance Modeling

OPTIONAL TASK I: BLDG. PERFORMANCE MODELING - DAYLIGHTING

- Consultant to provide modeling evaluating daylighting inside the library. Data would be used to better inform envelope and shading strategies and may also support LEED equivalency evaluation.

Owners Project Requirements (OPR)

OPTIONAL TASK J: ASSIST CITY WITH OPR

- Consultant to assist City in developing the Owner’s Project Requirements. The purpose of this document is to provide clear and concise documentation of the Owner’s goals, expectations and requirements for commissioned systems, and shall be utilized throughout the project delivery and commissioning process to provide an informed baseline and focus for design development and for validating systems’ energy and environmental performance. The Owner’s Project Requirements (OPR) document outlines functional requirements of the project and expectations of how the facility and its systems will be used and operated. The OPR serves three broad vital purposes:
 - Provides the design team with information necessary to develop the Basis of Design (BOD) during program verification and/or schematic design, which serves as a “road map” for development of the design and construction documents.
 - Provides the commissioning (Cx) team with tangible benchmarks to measure success & quality and confirm that the building and systems constructed align with the College’s expectations and requirements.
 - Serves, along with the BOD and contractor deliverables such as “as-built” documents, as the foundation for the Systems Manual
- The Owner’s Project Requirements Document should ideally be completed before the start of design and furnished to the design team. It must be completed prior to the approval of Contractor submittals of any commissioned equipment or systems.
- As decisions are made during the life of the project, this document shall be updated to reflect the current requirements of the project.

Sunnyvale Lakewood Library - Project Schedule

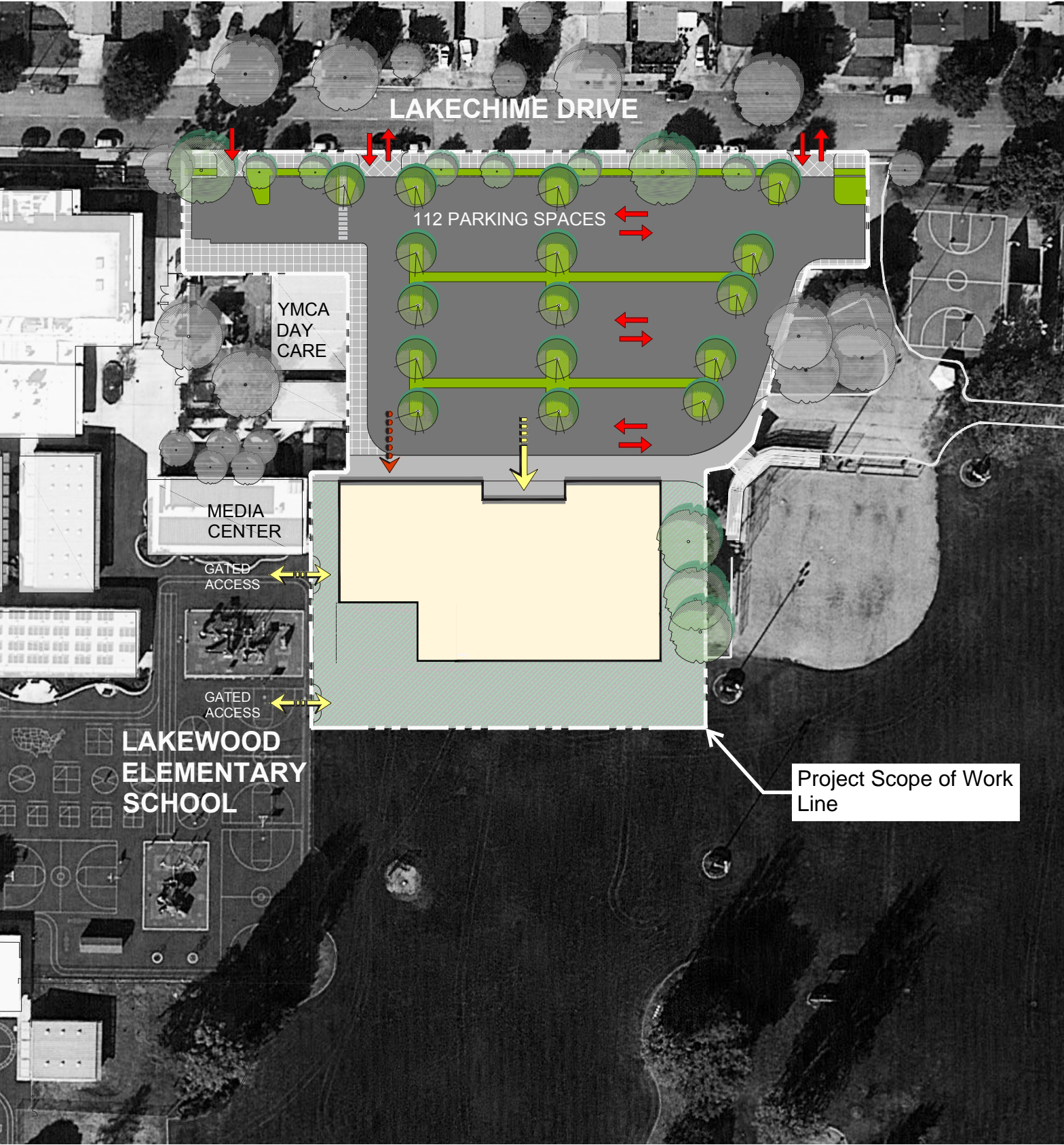
EXHIBIT A-1
March 3, 2020

	Task Name	Duration	Start	Finish	Predecessors	2020				2021				2022				2023				2024			
						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	<div><div></div>CONTRACT FINALIZATION</div>	52d	02/03/20	04/14/20		<div><div></div>CONTRACT FINALIZATION</div>																			
2	Scope Review & Coordination with City	21d	02/03/20	03/02/20		<div><div></div>Scope Review & Coordination with City</div>																			
3	City Prepare Agreement	31d	03/03/20	04/14/20	2	<div><div></div>City Prepare Agreement</div>																			
4	Contract Award - City Council Meeting	0	04/14/20	04/14/20	3	<div><div></div>Contract Award - City Council Meeting</div>																			
5	<div><div></div>ENVIRONMENTAL REVIEW</div>	120d	04/15/20	09/29/20		<div><div></div>ENVIRONMENTAL REVIEW</div>																			
6	Project Startup and Initiation	1w	04/15/20	04/21/20	4	<div><div></div>Project Startup and Initiation</div>																			
7	Initial Study (assumes Mitigated Neg. Dec.)	23w	04/22/20	09/29/20	6	<div><div></div>Initial Study (assumes Mitigated Neg. Dec.)</div>																			
8	<div><div></div>PRELIMINARY DESIGN (SCHEMATIC DESIGN & COMM. OUTREACH)</div>	110d	04/22/20	09/22/20		<div><div></div>PRELIMINARY DESIGN (SCHEMATIC DESIGN & COMM. OUTREACH)</div>																			
9	Outreach	40d	04/22/20	06/16/20	6	<div><div></div>Outreach</div>																			
10	Schematic Design (SD)	50d	06/17/20	08/25/20	9	<div><div></div>Schematic Design (SD)</div>																			
11	City Review and Approval of SD	20d	08/26/20	09/22/20	10	<div><div></div>City Review and Approval of SD</div>																			
12	<div><div></div>DESIGN DEVELOPMENT (DD & CD PHASES)</div>	250d	09/30/20	09/14/21		<div><div></div>DESIGN DEVELOPMENT (DD & CD PHASES)</div>																			
13	30% Submittal	70d	09/30/20	01/05/21	11, 7	<div><div></div>30% Submittal</div>																			
14	City Review and Approval of 30% Design Development	20d	01/06/21	02/02/21	13	<div><div></div>City Review and Approval of 30% Design Development</div>																			
15	75% Submittal	70d	02/03/21	05/11/21	14	<div><div></div>75% Submittal</div>																			
16	City Review and Approval of 75% Design Development	20d	05/12/21	06/08/21	15	<div><div></div>City Review and Approval of 75% Design Development</div>																			
17	100% Submittal	50d	06/09/21	08/17/21	16	<div><div></div>100% Submittal</div>																			
18	City Review and Approval of 100% Design Development	20d	08/18/21	09/14/21	17	<div><div></div>City Review and Approval of 100% Design Development</div>																			
19	<div><div></div>AGENCY REVIEW & APPROVAL</div>	170d	09/15/21	05/10/22		<div><div></div>AGENCY REVIEW & APPROVAL</div>																			
20	Local Fire Marshal	10d	09/15/21	09/28/21	18	<div><div></div>Local Fire Marshal</div>																			
21	DSA Review & Approval	32w	09/29/21	05/10/22	20	<div><div></div>DSA Review & Approval</div>																			
22	City Review & Approval	14w	02/02/22	05/10/22	21FS -14w	<div><div></div>City Review & Approval</div>																			
23	<div><div></div>BID & AWARD (BID PACKAGE & BID SERVICES)</div>	50d	05/11/22	07/19/22		<div><div></div>BID & AWARD (BID PACKAGE & BID SERVICES)</div>																			
24	Bid Package Prep and Finalize	2w	05/11/22	05/24/22	21	<div><div></div>Bid Package Prep and Finalize</div>																			
25	Advertise	2w	05/25/22	06/07/22	24	<div><div></div>Advertise</div>																			
26	Pre-Bid Conference	1w	06/08/22	06/14/22	25	<div><div></div>Pre-Bid Conference</div>																			
27	Bid Period & Opening	20d	06/15/22	07/12/22	26	<div><div></div>Bid Period & Opening</div>																			
28	Bid Award	1w	07/13/22	07/19/22	27	<div><div></div>Bid Award</div>																			
29	<div><div></div>CONSTRUCTION</div>	305d	07/20/22	09/19/23	28	<div><div></div>CONSTRUCTION</div>																			
30	Mobilize	5d	07/20/22	07/26/22	28	<div><div></div>Mobilize</div>																			
31	Construction	240d	07/27/22	06/27/23	30	<div><div></div>Construction</div>																			
32	Substantial Completion	0	06/27/23	06/27/23	31	<div><div></div>Substantial Completion</div>																			
33	Punchlist	60d	06/28/23	09/19/23	32	<div><div></div>Punchlist</div>																			
34	Occupy	0	09/19/23	09/19/23	33	<div><div></div>Occupy</div>																			
35	<div><div></div>CLOSEOUT</div>	60d	09/20/23	12/12/23		<div><div></div>CLOSEOUT</div>																			
36	DSA Closeout & Certification	60d	09/20/23	12/12/23	34	<div><div></div>DSA Closeout & Certific</div>																			

City of Sunnyvale
EXHIBIT B - Compensation Schedule | Lakewood Branch Library & Learning Center
Anderson Brulé Architects, Inc.
March 13, 2020

Tasks		Labor									Subconsultants																				ODCs	Total							
Task #	Task Description (Change task titles as detailed in the scope of work)	Project Director/ Manager	Principal-in- Charge	Sr. Project Architect	Project Architect	Job Captain	Designer	Interior/ Furniture Designer	Total Hours	Total Labor Costs	Survey	Geotech	Haz Mat (Soil)	Structural	Civil	Landscape	Mech.& Plumbing	Energy	Electrical & Lighting	Cost Estimating	Specifications	Building Envelope	Sustainability	Environmental	Cultural Resources Lit. Search	Traffic Impact Analysis	Construction Air Quality Assess. & Noise Assess.	Tree Survey	Fire Alarm	Fire Sprinkler	Security	Telecom	Audio/Visual	Acoustical	Signage	Other Direct Costs	Total Fee		
		Jason Hull	Pamela Anderson- Brule	Krsita Nelson	Angshupriya Pathak	Anissa Mirunda	Tori Dang	Amy Crawford			Survey	Geotech	Haz Mat (Soil)	Structural	Civil	Landscape	Mech.& Plumbing	Energy	Electrical & Lighting	Cost Estimating	Specifications	Building Envelope	Sustainability	Environmental	Cultural Resources Lit. Search	Traffic Impact Analysis	Construction Air Quality Assess. & Noise Assess.	Tree Survey	Fire Alarm	Fire Sprinkler	Security	Telecom	Audio/Visual	Acoustical	Signage				
		\$ 210	\$ 280	\$ 210	\$ 175	\$ 150	\$ 135	\$ 150			Survey	Geotech	Haz Mat (Soil)	Structural	Civil	Landscape	Mech.& Plumbing	Energy	Electrical & Lighting	Cost Estimating	Specifications	Building Envelope	Sustainability	Environmental	Cultural Resources Lit. Search	Traffic Impact Analysis	Construction Air Quality Assess. & Noise Assess.	Tree Survey	Fire Alarm	Fire Sprinkler	Security	Telecom	Audio/Visual	Acoustical	Signage				
1	Schematic Design	100	50	40	150	250	300	20	910	\$ 150,650	\$ -	\$ -	\$ -	\$ 13,500	\$ 13,424	\$ 9,013	\$ 17,775	\$ -	\$ 15,300	\$ 18,533	\$ 4,192	\$ -	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250	\$ 2,085	\$ 2,340	\$ 4,140	\$ 2,790	\$ 3,780	\$ 4,158		\$ 270,230		
2	Outreach	50	40	10	40	60	60	0	260	\$ 47,900	\$ -	\$ -	\$ -	\$ -	\$ 5,546	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,398	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,260	\$ 1,422		\$ 57,526			
3	Surveying								0	\$ -	\$ 20,957	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,957			
4	Geotechnical								0	\$ -	\$ -	\$ 17,550	\$ -	\$ -	\$ -	\$ 378	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,928			
5	Geotechnical Plan Review								0	\$ -	\$ -	\$ 2,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250			
6	Geotechnical Construction Observation & Testing								0	\$ -	\$ -	\$ 10,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,800			
7	Environmental								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,599	\$ 3,312	\$ 33,120	\$ 13,041	\$ 1,305	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,377			
8	Haz Mat Assessment								0	\$ -	\$ -	\$ -	\$ 4,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,275			
9	Value Engineering	12	8	10	20	30	30	8	118	\$ 20,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,702	\$ 2,700	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,012		
10	LEED Gold Equivalent Design	30	10	10	50	60	60	16	236	\$ 39,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,425	\$ -	\$ 7,425	\$ 2,498	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,798		
11	Preliminary Design (30%)	240	60	80	300	400	500	90	1670	\$ 277,500	\$ -	\$ -	\$ -	\$ 27,900	\$ 23,490	\$ 14,899	\$ 27,900	\$ 4,050	\$ 27,000	\$ 16,394	\$ 6,987	\$ 4,590	\$ 7,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,619	\$ 2,160	\$ 4,050	\$ 7,290	\$ 4,860	\$ 6,300	\$ 7,110	\$ 472,299			
12	75% Design	200	40	80	250	350	400	90	1410	\$ 233,750	\$ -	\$ -	\$ -	\$ 22,950	\$ 20,434	\$ 14,917	\$ 22,208	\$ 2,160	\$ 22,725	\$ 13,543	\$ 7,860	\$ 26,395	\$ 6,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,024	\$ 4,932	\$ 3,510	\$ 6,210	\$ 4,140	\$ 5,355	\$ 5,796	\$ 428,658			
13	100% Design	200	40	80	250	350	400	90	1410	\$ 233,750	\$ -	\$ -	\$ -	\$ 23,850	\$ 23,463	\$ 12,991	\$ 22,208	\$ 2,160	\$ 22,725	\$ 21,384	\$ 7,860	\$ 26,395	\$ 6,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,022	\$ 4,933	\$ 3,870	\$ 6,930	\$ 4,590	\$ 5,670	\$ 6,363	\$ 440,913			
14	Bid Package	15	10	20	30	40	40	0	155	\$ 26,800	\$ -	\$ -	\$ -	\$ 1,800	\$ 3,456	\$ 5,911	\$ 2,093	\$ -	\$ 2,250	\$ -	\$ 699	\$ -	\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 411	\$ 305	\$ 405	\$ 720	\$ 495	\$ 630	\$ 702	\$ 48,477			
15	Bidding Services	15	6	10	30	40	30	0	131	\$ 22,230	\$ -	\$ -	\$ -	\$ 1,800	\$ 2,489	\$ 3,303	\$ 2,093	\$ -	\$ 2,250	\$ -	\$ 699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 412	\$ 306	\$ 405	\$ 720	\$ 495	\$ 630	\$ 702	\$ 38,534				
16	Construction Service	300	30	90	450	600	480	120	2070	\$ 341,850	\$ -	\$ -	\$ -	\$ 29,700	\$ 16,277	\$ 12,764	\$ 31,725	\$ -	\$ 33,750	\$ -	\$ 5,240	\$ 62,100	\$ 15,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,240	\$ 4,501	\$ 4,860	\$ 8,640	\$ 5,760	\$ 7,875	\$ 8,613	\$ 597,644			
17	Furniture	20	20	0	30	60	150	300	580	\$ 89,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,300				
18	Reimbursable Allowance (billed only as incurred)									\$ 25,000	\$ 425	\$ 1,275	\$ 425	\$ 4,250	\$ 5,525	\$ 2,802	\$ 3,145	\$ 213	\$ 2,550	\$ 1,785	\$ 2,550	\$ 1,700	\$ 1,105	\$ 1,216	\$ -	\$ -	\$ -	\$ -	\$ 850	\$ 850	\$ 850	\$ 1,530	\$ 1,020	\$ 425	\$ 1,020	\$ 60,510			
	Hour Subtotal	1182	314	430	1600	2240	2450	734	8950																														
	Proposal Subtotal	\$ 248,220	\$ 87,920	\$ 90,300	\$ 280,000	\$ 336,000	\$ 330,750	\$ 110,100		\$ 1,483,290	\$ 20,957	\$ 30,600	\$ 4,275	\$ 121,500	\$ 108,580	\$ 74,174	\$ 133,425	\$ 8,370	\$ 133,425	\$ 75,557	\$ 40,132	\$ 123,980	\$ 44,550	\$ 36,599	\$ 3,312	\$ 33,120	\$ 13,041	\$ 1,305	\$ 23,978	\$ 19,222	\$ 19,440	\$ 34,650	\$ 23,130	\$ 31,500	\$ 34,866	\$ -	\$ 2,676,977		
	Proposal Subtotal with Reimbursables									\$ 1,508,290	\$ 21,382	\$ 31,875	\$ 4,700	\$ 125,750	\$ 114,105	\$ 76,976	\$ 136,570	\$ 8,583	\$ 135,975	\$ 77,342	\$ 42,682	\$ 125,680	\$ 45,655	\$ 37,814	\$ 3,312	\$ 33,120	\$ 13,041	\$ 1,305	\$ 24,828	\$ 20,072	\$ 20,290	\$ 36,180	\$ 24,150	\$ 31,925	\$ 35,886	\$ -	\$ 2,737,487		
	Optional Services																																						
A	Record of Survey								0	\$ -	\$ 6,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,120			
B	Plat & Legals								0	\$ -	\$ 3,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,150			
C	Potholing Service (5 potholes)								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,500			
D	Storm Drain Main Extension								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,610			
E	Irrigation Evaluation								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,920			
F	Preliminary Soil Quality Evaluation								0	\$ -	\$ -	\$ -	\$ 9,833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,833			
G	Geotechnical Infiltration Testing								0	\$ -	\$ -	\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800			
H	Geotechnical Disposal of Soil Cuttings								0	\$ -	\$ -	\$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,880			
I	Building Performance Modeling: Daylighting								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,400			
J	Assist City with Owners Project Requirements (OPR)	2		1	6	3			12	\$ 2,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,730			
	Total Optional Services	2	0	1	6	3	0	0	12	\$ 2,130	\$ 9,270	\$ 4,680	\$ 9,833	\$ -	\$ 25,110	\$ 2,920	\$ 3,600	\$ 5,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,942			
	Total Including Optional Services								0	\$ 1,485,420	\$ 30,227	\$ 35,280	\$ 14,108	\$ 121,500	\$ 133,690	\$ 77,094	\$ 137,025	\$ 13,770	\$ 133,425	\$ 75,557	\$ 40,132	\$ 123,980	\$ 44,550	\$ 36,599	\$ 3,312	\$ 33,120	\$ 13,041	\$ 1,305	\$ 23,978	\$ 19,222	\$ 19,440	\$ 34,650	\$ 23,130	\$ 31,500	\$ 34,866	\$ 2,739,919			
	Total Including Optional Services with Reimbursables								0	\$ 1,510,420	\$ 30,652	\$ 36,555	\$ 14,533	\$ 125,750	\$ 139,215	\$ 79,896	\$ 140,170	\$ 13,983	\$ 135,975	\$ 77,342	\$ 42,682	\$ 125,680	\$ 45,655	\$ 37,814	\$ 3,312	\$ 33,120	\$ 13,041	\$ 1,305	\$ 24,828	\$ 20,072	\$ 20,290	\$ 36,180	\$ 24,150	\$ 31,925	\$ 35,886	\$ 2,800,429			
	Notes:																																						
1	See proposal scope of work document for additional information																																						

SUNNYVALE LAKEWOOD LIBRARY & LEARNING CENTER
EXHIBIT C - SITE SCOPE OF WORK DIAGRAM



Study Scenario

1 story : City, SESD, FHSD

FLOOR 1 : 20,068 SF

*Single story study results in less gross square footage because vertical circulation is no required.

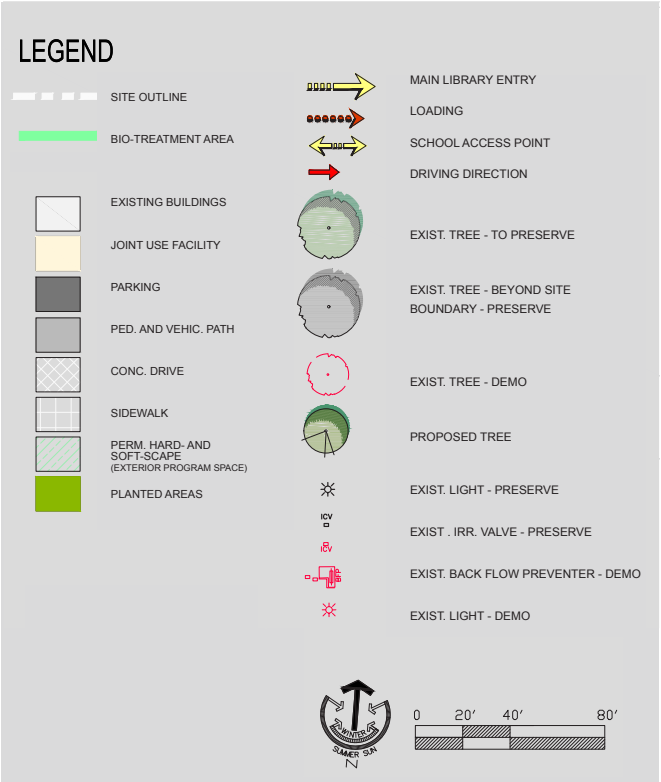
Parking Summary

Existing	52 spaces
Req. for New Building	52 spaces
Provided	112 spaces
Parking Overage	8 spaces

*TOTAL SITE AREA: 103,902 SF (2.385 ACRES)

*BASED ON CONCEPTUAL PROPOSED SITE BOUNDARY LINE AT FEASIBILITY STUDY LEVEL

THESE STUDIES ARE THE RESULTS OF CAREFUL SPATIAL ANALYSIS. THEY ARE FEASIBILITY SITE PLAN STUDIES, NOT ARCHITECTURAL OR LANDSCAPE ARCHITECTURAL PLANS.



BIO-RETENTION REQUIREMENTS

PARKING FOOTPRINT	44,327 SQ. FT.
PED & VEHIC PATH	4,904 SQ. FT.
CONC DRIVE	1,654 SQ. FT.
CONC PATH	8,394 SQ. FT.
BLDG FOOTPRINT	20,086 SQ. FT.
TOTAL IMPERVIOUS	79,370 SQ. FT.
BIO RETENTION REQ.	3,175 SQ. FT.

* POTENTIAL RELOCATION OF EXISTING SOFTBALL FIELD TO BE STUDIED IN PARK MASTER PLAN PROCESS

Exhibit D 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:** \$X,XXX,XXX 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 \$2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$X,XXX,XXX per occurrence and \$X,XXX,XXX 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 \$X,XXX,XXX 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 this insurance 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.



The City of Sunnyvale is now using PINSAdvantage.com to track Insurance Certificates and all related documents.

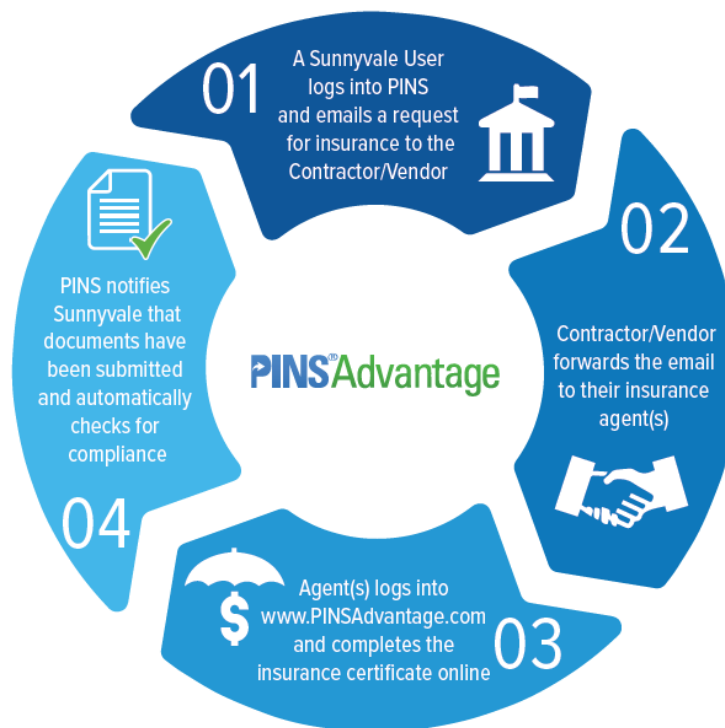
WHAT IS THE PROCESS?

PINS starts with the City of Sunnyvale. The City logs into PINS and emails a request for insurance to their Vendor/Contractor. The Vendor/Contractor forwards the request email to their Insurance Agent(s). The Insurance Agent(s) logs into www.PINSAdvantage.com and completes the insurance certificate online.

***Note:**

Vendors/Contractors will receive the insurance request email from: no-reply@pinsadvantage.com

Thank you for your compliance!



[SAMPLE INSURANCE REQUEST EMAIL]

To: [Vendor/Contractor Company Name]

The City of Sunnyvale is requesting proof of insurance for [Contract/Agreement]. Please be advised we have automated our insurance certificate tracking using PINS Advantage. Your agent(s) will need to provide us with the insurance certificate and any associated documentation through the following website: <https://www.pinsadvantage.com/>

Please forward this email to any Agent handling your Insurance.

Please follow the instructions below:

- Login to PinsAdvantage.com
- Register as new Agent
- Enter this Job Code: XXXXX#x##Xx#
- Complete Agent Registration
- Log in using User Name and Password
- Click add Certificate
- Enter this Job Code: XXXXX#x##Xx#
- Complete sections of the Certificate applicable to your Agency, and include the required Endorsements

Thank you,
City of Sunnyvale
emailaddress@sunnyvale.ca.gov
(###) ###-####

Disclaimer: This email was generated through PINS Advantage.