## CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND VERDE DESIGN INC. FOR COMMUNITY CENTER GROUNDS RENOVATIONS AND ENHANCEMENT

THIS AGREEMENT, dated $\qquad$ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and VERDE DESIGN, INC ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Community Center Grounds Renovations and Enhancement; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

## 1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Pat Healy to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

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

## 2. Notice to Proceed/Completion of Services

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

## 3. Project Schedule

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

## 4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as
provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit " $B$ " for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Million One Hundred Eighty Four Thousand Six Hundred Nineteen Dollars and 00/100 $(1,184,619)$ for the duration of this contract as well as optional services in an amount not to exceed Eighty Six Thousand One Hundred and 00/100 ( $\$ 86,100.00$ ) unless upon written modification of this Agreement. In No event shall the total amount of compensation payable under this agreement exceed One Million Two Hundred Seventy Thousand Seven Hundred Nineteen and $00 / 100$ ( $\$ 1,270,719.00$ ) 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

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

## 16. No Third Party Beneficiary

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

## 17. Notices

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

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

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

To CONSULTANT: Verde Design Inc.
Attn: Mark Baginski
Address 2455 The Alameda
Santa Clara, California 95050
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:

By
City Clerk

APPROVED AS TO FORM:
CITY OF SUNNYVALE ("CITY")

By $\qquad$
City Manager

VERDE DESIGN INC. ("CONSULTANT")

By $\qquad$

Name/Title

By $\qquad$
City Attorney

# Exhibit A <br> Scope of Work <br> <br> SCOPE OF WORK FOR <br> <br> SCOPE OF WORK FOR <br> Community Center Grounds Renovations and Enhancement PR-21-05 

## I. General

The City of Sunnyvale is seeking proposals from licensed landscape architectural or engineering firms to provide professional services for the design and preparation of bid documents and construction support for the Community Center Grounds Renovations and Enhancement Project. The scope of work generally includes preparation of: preliminary design, design development, community outreach, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: determination of project CEQA needs, construction cost estimating, schedule monitoring, preparation of reports and recommendations, storm water compliance, and project management.

## II. Project Information

A. Description

This project is to renovate the Sunnyvale Community Center grounds and ensure its sustainability for the future by enhancing recreational usability, increasing attractiveness, and reducing the use of utilities. Public input meetings will be held during the preliminary design phase along with online surveys to gather feedback from neighbors, park users, and other stakeholders. Potential improvements include the following, but this list may be refined as a result of the public input process and available funds:

- Construction of new auxiliary restrooms
- Replacement of pathway and parking lot lighting systems with energy-efficient fixtures
- Replacement of the ornamental pond (lower pond) with an amphitheater area or playground/play structures.
- Renovation of upper pond infrastructure (pump/electrical/vault)
- Construction of playground and picnic areas
- Construction of flexible sport court or basketball court space
- Construction of a dog park
- Replacement of portions of landscaped and ornamental grass areas and the associated irrigation/pump system
- Replacement of park fixtures (e.g. benches and tables) with recycled plastic equipment
- Investigation and replacement of damaged portions of drainage systems
- Evaluation and replacement of portions of concrete pathways and flatwork for functionality and ADA compliance
- Additional work required to connect interlinking areas

This project only pertains to the Community Center grounds as renovations or updates to the buildings are not part of this project scope. Some building features, such as mechanical infrastructure, roofing, and accessibility aspects, were renovated within the scope of prior capital projects based on the completion of their expected life cycle and according to an established replacement schedule. As a result, the existing buildings will not need to be included in the scope of this project.
B. Location

The Sunnyvale Community Center is located at 550 East Remington Drive in Sunnyvale. It is bordered by office space, a car dealership, and a residential neighborhood along Michelangelo Dr on the east side, residential neighborhoods along Manet Dr and Remington Dr on the west side and north side, respectively, and the Heritage Park on the south side. Refer to Exhibit A - Site Plan for the layout.

## C. Existing Conditions

The Sunnyvale Community Center was originally constructed in 1972 with the grounds covering over 14 acres. It is a unique recreation complex that includes the Creative Arts Center, Performing Arts Center (Theater), Indoor Sports Center, Recreation Center, Senior Center, Historical Museum, and related storage and maintenance facilities. The Senior Center was completed in 2003 which greatly increased the footprint and reconfigured the adjacent south parking lot. The theme of the Community Center is "Cultural" and the grounds include a small, quarter-mile walking trail that loops around the lower pond. This pond is surrounded by large lawn areas and trees. The upper pond is located in the middle of the Community Center and is lined with small fountains with a larger one in the middle.

The Community Center ornamental, lower pond replacement will require a unique approach. The water may contain a high concentration of copper and zinc ions which could prevent directly draining the water into the City's sanitary sewer system. As a result, any detected minerals will need to be reduced or removed before drainage. In addition, the pond contains wildlife such as turtles and fish that will need to be addressed. The upper pond infrastructure shall be assessed and renovated. It contains public art pieces created by an artist for this specific location. If major renovation occurs at the upper pond, these art pieces need to be relocated.

The designer working on this project will need to collaborate with other projects which are underway or planned within the Community Center campus. One such project is the Community Center Renovation project that is underway to provide accessibility upgrades to the restrooms at the buildings. The Parking Lot Resurfacing project is scheduled for FY 2023/2024 which will patch, slurry seal, and restripe the parking lots around the Community Center. A master plan for the Orchard Heritage Museum site and adjacent apricot orchard is also being redeveloped. Design for this location is expected to be compatible with all other projects in progress.

Note there are existing asbestos-cement irrigation pipes spread across the Community Center site which may add complexity for new irrigation and water tie-ins. Sections of the pipes may need to be investigated and replaced due to old age.

## III. Consultant Scope of Services

The consultant will perform all engineering/architectural design and project management-related work necessary to prepare plans and specifications suitable for Public Works bidding.

Consultant services shall include, but are not limited to: Project management, preliminary design, design development, bid documents, bidding support, and construction support services, as further detailed below.

## A. Project Management

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the consultant is expected to attend a monthly progress meeting and prepare action item logs for subsequent follow-up. Consultant shall attend design review meetings with City Staff following the preliminary design, $30 \%, 75 \%$, and $100 \%$ review stages. 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 of each submittal package 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 plans and specifications will be subject to review and approval by City's Building Department.
The total project budget, including both design and construction, is $\$ 13,374,174$ including contingency. This amount also includes Public Art in the amount of $1 \%$ of the total construction cost. The selection of public art shall be done collaboratively with the City's Recreation Division. The current list of potential improvements was compiled based on construction cost estimates and the available budget, but the actual scope could change pending public input during the design process. The consultant is expected to communicate often and early with respect to the schedule and budget.

The consultant will be expected to attend a pre-submittal over-the-counter meeting with the Building Division prior to submission of the plans at the $75 \%$ submittal stage. Consultant will also be responsible for making appointments (as necessary) and delivering all subsequent submittals to the Building Division.

The city utilizes e-Builder project management software, and the Consultant is expected to work within the e-Builder system for this project. One e-Builder software license will be provided to the Consultant for the duration of the project. e-Builder software shall be utilized for all project management documentation and correspondence. Consultant shall coordinate with City staff for training materials and e-Builder introduction.
B. Preliminary Design

The preliminary design phase includes both schematic design and community outreach.

## 1. Condition Assessment

Consultant shall perform field investigation to confirm existing conditions and identify any major issues within the grounds, including the upper and lower ponds infrastructure, that need to be addressed. Consultant shall be responsible for contacting utility companies, regulatory agencies, and other stakeholders to gather additional background information as part of this assessment.

Consultant shall compile and detail the findings into an assessment report and accommodate two (2) rounds of City review before finalization. Each round of City review shall be two (2) weeks long. All reports shall be submitted in both native file and PDF format.

## 2. Community Outreach

Consultant shall prepare all materials and lead community outreach to determine specific community needs and requests for the Community Center grounds renovation. Consultant shall have the capability to conduct the meetings virtually, if necessary. For all community outreach meetings, consultant shall prepare the outreach flyer, and the City will do the printing and mailing.

Consultant shall account for a minimum of three community meetings during preliminary design and two additional online surveys. The surveys shall be created by the consultant and advertised by the City.

## Meeting 1 - Community Input

The meeting shall include a presentation of the condition assessment and provide ample opportunity for community input on the desired renovations of the Community Center Grounds. This includes leading a discussion of the existing amenities and their condition as well as preparing "inspiration images" for a variety of new amenities. Consultant shall prepare a power point presentation, all necessary meeting materials, facilitate the meeting and provide meeting minutes to the City.

## Meeting 2 - Present Options Incorporating the Input

Prior to holding the second community meeting, the consultant shall discuss the initial feedback and survey results with the City and develop three concept plans and their associated cost estimates. The concept plans shall be prepared to fit within the City's available construction budget. The second community meeting will be to present the three concept plans to the community, including real-life examples of the proposed renovations. Consultant will prepare a power point presentation, meeting materials needed, facilitate the meeting, and provide meeting minutes to the City.

## Meeting 3 - Present Refined Concepts

The third community meeting will be to present the refined concept plan to the community which incorporates comments from the first two community meetings and online surveys. Consultant will prepare a power point presentation, meeting materials needed, facilitate the meeting, and provide meeting minutes to the City. The Consultant will then compile the comments and prepare a final concept plan along with opportunities for public art.

## 3. Parks and Recreation Commission Meeting Public Hearing

After the community outreach meetings, the preferred conceptual design will be presented by City staff to the Parks and Recreation Commission at a regularly scheduled meeting. Consultant shall help prepare the power point presentation including any necessary exhibits, a summary of the public outreach, and the final concept design so the Commission can recommend approval of the design to City Council. Consultant shall attend the meeting in support of City staff.

## 4. City Council Meeting Public Hearing

The preferred conceptual design will then be presented to City Council by City staff. The Consultant shall incorporate any appropriate changes requested by the Parks and Recreation Commission into the conceptual design prior to the meeting and help prepare a power point presentation with all necessary exhibits, estimates and schedules to explain the design and the public engagement process. Consultant shall attend the meeting in support of City staff.

## C. Optional Service - Blanket WiFi System

The Community Center currently has a limited WiFi system with just one access point in each building resulting in spotty coverage. To improve connectivity, the City is looking to expand the WiFi coverage throughout the grounds.

A technical memorandum presenting the findings, recommendations, and cost estimate shall be prepared for the City's consideration whether to include this scope into the bid package.

## D. Design Development

Consultants shall be the Engineer of Record and responsible for the 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 Exhibit 3: Labor Compliance.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible 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 2020 format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, Building Division, and other stakeholders will also be consultant responsibility. 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.

1. 30\% Submittal: Submit electronic PDF files to the City for review.
a. $30 \%$ plans: Cover sheet and plan sheet with base mapping and preliminary details.
b. Cut sheets for equipment/appurtenances such as pumps systems and electrical or mechanical equipment.
c. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities.
d. Project schedule update.
e. $30 \%$ construction cost estimate.
f. Brief memorandum of determination of project's CEQA needs.
g. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
h. Table of Contents list for technical specifications.
i. Exhibit of potential art locations for the public art design.
2. $75 \%$ Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit electronic PDF files to the City for review.
a. $75 \%$ Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
b. $75 \%$ specifications:

- Technical specifications, including incorporation of any mitigation measures required by the CEQA document.
- Special Provisions, with recommended changes in track changes format. The Special Provisions shall also include the following from the consultant:
- Bid item descriptions and measurement and payment provisions.
- A list of minimum required submittals during construction.
- List of information available to Bidders, with disclaimer.
- A table listing all inspections (including any special inspections and materials testing) and associated responsibility.
- A table list of materials requiring warranties, and associated warranty periods.
c. Project schedule update.
d. $75 \%$ construction cost estimate in the form of the bid schedule.
e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
f. Responses to the City's review comments on the $30 \%$ submittal, along with return of markups.
c. The Stormwater Management Plan has been submitted to the City's third-party reviewer (via Building Division).
d. Water Efficiency design calculations to comply with Sunnyvale Municipal Code 19.37.050. Stormwater management and compliance with NPDES C. 3 requirements have been incorporated into the project.
e. Calculations and forms/reports containing information necessary ready for upload and for City to certify this project into the Stormwater Multiple Application and Report Tracking System (SMARTS) for compliance under the Construction General Permit.
g. Deferred submittals and special inspections have been identified on the plans.
h. Documentation of status of permits needed (PG\&E and/or Environmental).
i. Other supporting documentation as necessary.

3. $100 \%$ Submittal: All issues, prior comments, and concerns must be addressed in this submittal and necessary permits must be obtained during this stage of the project. Submit electronic PDF files to the City for review.
a. $100 \%$ plans

- Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:
"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."
b. $100 \%$ specifications
- Reviewed bid instructions and Special Provisions.
- Finalized technical specifications.
c. Project schedule update.
d. $100 \%$ construction cost estimate.
e. Responses to the City's review comments on the $75 \%$ submittal, along with return of markups.
f. Other supporting documentation as necessary.
g. All permits Utilities - PG\&E (and others) have been obtained.
h. Storm Water Management Plan Third-Party Certification.


## E. Bid Package

The bid package shall be finalized upon incorporation of the City's final comments from the 100\% submittal, including incorporation of all Building Division comments. The final bid package should be reviewed by the City's Purchasing Officer.

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

1. One hard copy of full-sized plans ( 24 " $\times 36$ "), stamped and signed on each sheet by the Engineer of Record and by discipline.
2. One digital copy of the specifications.
a. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update.
4. Final construction cost estimate.

## F. Bidding Services

Consultant will attend a pre-bid meeting, respond to all bidder's requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City's Purchasing Officer.

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

## G. Construction Support Services

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

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

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address the following: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting.
3. Attend up to 10 periodic construction progress meetings.
4. Participate in the final inspection and development of punch lists.
5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims. Recently completed \$5.8M Sunnyvale Community Center Renovation project generated 90 RFIs and 70 submittals that were mostly reviewed by the Consultant.
6. For projects with a building permit, 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. Coordination with the Building Department may be necessary.
7. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
8. Review proposed substitutions, if any, for conformance to plans and technical specifications.
9. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
10. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
11. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

## IV. Available Documents

The list below is available for information only.

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
- PR-72-3, Sunnyvale Community Center, 1972
- PR-90-2, Sunnyvale Community Center Renovation, 1990
- PR-92-24, Sunnyvale Community Center Irrigation, 1992
- PR-92-33, Sunnyvale Community Center Fountain/Lagoons Renovation, 1992
- PR-98-12-03, Sunnyvale Senior Adult Center, 2001
- PR-13/02-14, Sunnyvale Community Center Renovation, 2016
- PR-15-04-16, Orchard Heritage Park Improvements, 2016
- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary. https://sunnyvale.ca.gov/services/map/utility.htm
- Bench marks for vertical control are listed on the City's website: https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23803
- City standard specifications and details are available on the City's website: Details:
https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23987
Specifications:
https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23805
The below information will be provided during design to the consultant.
- GIS data for property lines, street center lines, and one (1) foot contours
- Aerial photographs from 2015 (ArcGIS format)
- City standard plan cover sheet


## V. Attachments

1. Exhibit B-Site Plan
2. Attachment B - Cost Proposal Template

## EXHIBIT B - SITE PLAN




VERDE DESIGN




# Exhibit C INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS 

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

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

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

Industry Specific Coverages. If checked below, the following insurance is also required:
Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of $\$ 1,000,000$ per occurrence.
$\square$ 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.
$\square$ Pollution Liability Insurance in the minimum amount of $\$ \mathrm{X}, \mathrm{XXX}, \mathrm{XXX}$ 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 \$
$\underline{\text { Deductibles and Self-Insured Retentions }}$
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.

Sunnyvale

## 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: $\mathbf{X X X x X \#} \mathbf{x \# \# X x \#}$
- Complete Agent Registration
- Log in using User Name and Password
- Click add Certificate
- Enter this Job Code: $\mathbf{X X X X X \# x \# \# X x \#}$
- 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.

