

MASTER AGREEMENT BETWEEN THE CITY OF CUPERTINO AND PERKINS+WILL
FOR CONSULTANT SERVICES FOR ARCHITECTURAL SERVICES FOR THE CIVIC
CENTER MASTER PLAN IMPLEMENTATION PROJECT

THIS MASTER AGREEMENT, for reference dated _____, is by and between CITY OF CUPERTINO, a municipal corporation (hereinafter referred to as "City"), and PERKINS+WILL, a (California corporation) whose address is 2 Bryant Street, Suite 300, San Francisco, CA 94105 (hereinafter referred to as "Consultant"), and is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State of California and the Cupertino Municipal Code.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for urban planning and architectural services upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the date this agreement is executed and shall terminate on March 31, 2019, unless terminated earlier as set forth herein.

2. SCOPE OF SERVICES:

Consultant shall provide services under this Master Agreement solely as an independent contractor and on an "as needed" basis and as set forth in, Exhibit A, Scope of Services, and as specifically defined in a fully executed Service Order as set forth in Exhibit B, Service Order Process; both Exhibits which are attached hereto and incorporated herein by this reference. The City has sole discretion to authorize each Service Order and has no obligation to do so under this Master Agreement.

3. SCHEDULE OF PERFORMANCE:

All Consultant services under this Master Agreement shall be completed on or before the end of the Master Agreement Term. Each authorized Service Order shall include its own defined Schedule of Performance. In no case shall any Service Order's schedule of performance extend beyond the Master Agreement Term.

4. COMPENSATION TO CONSULTANT:

The maximum compensation to be paid to Consultant under this Master Agreement shall not exceed FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$ 5,500,000.00). The rate of payment is set out in Exhibit C, titled "Compensation", which is attached hereto and incorporated herein. No payment shall be made under this Master Agreement unless authorized by a fully executed Service Order, Exhibit B. The sum of all Service Orders authorized shall not exceed the maximum compensation for this Master Agreement as defined above.

5. METHOD OF PAYMENT:

The method of payment for services performed under this agreement is set out in Exhibit C, titled "Compensation", which is attached hereto and incorporated herein. Consultant shall furnish to City a detailed statement of the work performed for compensation during the term of this Agreement. Consultant may submit monthly invoices for interim progress payments during the course of each authorized Service Order, clearly stating; the total Contract amount, amount paid to date, the work performed and percent complete, and amount due.

All requests for payment from Consultant to City shall be addressed to the City to:

Attention: Katy Jensen
City of Cupertino
10300 Torre Ave.
Cupertino CA 95014

6. TIME IS OF THE ESSENCE:

Consultant and City agree that time is of the essence regarding the performance of authorized Service Orders for this Master Agreement.

7. STANDARD OF CARE:

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

8. INDEPENDENT PARTIES:

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

9. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

10. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

11. PROJECT COORDINATION

CITY: Director of Public Works shall be representative of City for all purposes under this Agreement. Katy Jensen, is hereby designated as the Director of Public Works' designee and Project Manager, and shall supervise the progress and execution of this Agreement.

CONSULTANT: Consultant shall assign a single Consultant Project Manager to have overall responsibility for the progress and execution of this Agreement for Consultant. Should circumstances or conditions subsequent to the execution of the Agreement require a substitute Consultant Project Manager for any reason, the Consultant Project Manager designee shall be subject to the prior written acceptance and approval of the City Project Manager. The designated Consultant Project Manager shall be James Mallery.

12. HOLD HARMLESS:

A. Indemnity Obligations Subject to Civil Code Section 2782.8.

1. Where the law establishes a standard of care for Consultant's professional services, and to the extent the Consultant breaches or fails to meet such established standard of care, or is alleged to have breached or failed to meet such standard of care, Consultant shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

2. Notwithstanding the foregoing, the Consultant has no duty to provide or to pay for an up-front defense against unproven claims or allegations, but shall pay or reimburse the City for its reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation to the extent caused by the negligence, recklessness, or willful misconduct of Consultant or its employees, officers, officials, agents or independent contractors. However, the Consultant shall provide its immediate and active cooperation and assistance to the City, at no additional cost to the City, in analyzing, defending, and resolving such claims.

B. Claims for Other Liability.

For all liabilities other than those included within paragraph A. above, Consultant shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers against any and all liability, claims, actions, causes of action or demands whatsoever from and against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the performance of this Agreement by Consultant or Consultant's employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

C. Claims involving intellectual property.

In addition to the obligations set forth in (A) and (B) above, Consultant shall indemnify, defend, and hold the City, its elected and appointed officers, employees, and volunteers, harmless from and against any Claim in which a violation of intellectual property rights, including but not limited to copyright or patent rights, is alleged that arises out of, pertains to, or relates to Consultant's negligence, recklessness or willful misconduct under this Agreement. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation.

13. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, effective dates and dates of expiration of insurance coverage in compliance with paragraph 13A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Cupertino, Attention: City Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and authorized to do insurance business in the State of California. Endorsements naming the City as additional insured in relation to the commercial general liability and commercial automobile liability policies shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial General Liability Coverage with minimum limits of \$5,000,000 per occurrence and aggregate.

If submitted, combined single limit policy with aggregate limits in the amounts of \$5,000,000 will be considered equivalent to the required minimum limit.

(3) **Automotive:**

Commercial automotive liability coverage with minimum limits of \$5,000,000.00 per occurrence and in the aggregate.

If submitted, combined single limit policy with aggregate limits in the amounts of \$5,000,000 will be considered equivalent to the required minimum limit.

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$2,000,000 per claim and in the aggregate.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide commercial general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing commercial general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any worker's compensation and professional liability insurance, required by this Agreement. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

14. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

15. PROHIBITION AGAINST TRANSFERS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

16. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names are included in this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

17. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

18. OWNERSHIP OF WORK:

A. Any interest (including copyright interests) of Consultant and its subconsultants in each and every study, document, report, draft, memoranda, work product, map, record, plan, drawing, specification and other deliverable, in any medium prepared or created by Consultant or its subconsultants pursuant to or in connection with this Agreement, shall be the exclusive property of City. To the extent permitted by Title 17 of U.S. Code, all work product prepared or created under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of City.

In the event that it is ever determined that any works prepared or created by Consultant or any subconsultant under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to City all copyrights to such works when and as created. With Owner's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities and in its promotional materials. With respect to Consultant's standard details, Consultant may retain the copyright, but grants to City a perpetual non-exclusive license to use such details in connection with the Project.

B. Without limiting any other City right to any of the works prepared or created by Consultant or its subconsultants, all works may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Any City reuse of works shall be subject to California Business and Professions Code Sections 5536.25, 6735, 6735.3 or 6735.4, if and to the extent applicable. Any City reuse of works for any purpose other than those in B(1) through B(3) above, and any modifications to any of the works, shall be at City's sole risk and expense.

D. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

E. All written work required to be provided by this Agreement (other than large-scale architectural plans and similar items) shall be printed on recycled paper and shall be copied on both sides of the paper except for one original, which shall be single sided.

F. No work, information or other data given to or prepared created or assembled by Consultant or any of its subconsultants pursuant to this Agreement, shall be made available to any individual or organization by Consultant or any subconsultant without prior approval by City.

G. Electronic and hard copies of Consultant's work product shall constitute the Project deliverables. Plans shall be in CAD and PDF formats, and other documents shall be in Microsoft Word and PDF formats.

19. RECORDS:

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

20. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Cupertino
10300 Torre Ave.
Cupertino CA 95014
Attention: Katy Jensen

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

Perkins+Will
2 Bryant Street
Suite 300
San Francisco, CA 94105
Attention: James Mallery

21. TERMINATION:

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within the time specified after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

In the event of termination, Consultant shall deliver to City, copies of all reports, documents, and other work performed by Consultant under this Agreement.

22. COMPLIANCES:

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

A. **PREVAILING WAGES:** To the extent applicable, Contractor shall comply with the City's Labor Compliance Program and all other requirements set forth in Labor Code section 1770 et seq. Contractor shall pay prevailing wages. Contractor will submit monthly certified payroll records to the City for all employees and subcontractors in a preapproved format or a City provided form. Any delay in remitting certified payroll reports to the City upon request from the City will result in either delay and/or forfeit of outstanding payment to Contractor.

B. **WORKING DAY:** To the extent applicable, Contractor shall comply with California Labor Code Section 1810, et seq. which provides that work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, must be compensated as overtime, at not less than 1 ½

times the basic rate of pay.

C. **PAYROLL RECORDS:** To the extent applicable, Contractor shall comply with California Labor Code Section 1776 which requires certified payroll records be maintained with the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this Agreement. The Payroll Records shall be made available for inspection as provided in California Labor Code Section 1776.

D. **APPRENTICES:** To the extent applicable, Contractor shall comply with California Labor Code Section 1777.5 regarding apprentices.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Santa Clara, State of California.

24. ADVERTISEMENT:

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

25. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

26. INTEGRATED CONTRACT:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

27. GIFTS:

A. Consultant is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in City Administrative Procedures.

B. Consultant agrees not to offer any City officer or designated employee any gift prohibited by the Administrative Procedures.

C. The offer or giving of any prohibited gift shall constitute a material breach of this Agreement by Consultant. In addition to any other remedies, City may have in law or equity, City may

terminate this Agreement for such breach as provided in Section 19 of this Agreement.

28. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

29. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

P.O. No.: _____

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

CONSULTANT

Perkins+Will

A California Corporation

CITY OF CUPERTINO

A Municipal Corporation

By _____

Name _____

Title _____

Date _____

Tax I.D. No.: _____

Address:

2 Bryant Street, Suite 300
San Francisco, CA 94105

By _____

David Brandt, City Manager

Date _____

APPROVED AS TO FORM:

Carol Korade, City Attorney

ATTEST:

Grace Schmidt, City Clerk

Contract Amount: \$ 5,500,000

Account No. : Encumbrance by Service Order ONLY

EXHIBIT A
SCOPE OF SERVICES

The CONSULTANT shall provide services under this Master Agreement on an “as needed” basis and only (1) upon written request from the CITY’s Director of Public Works or authorized Agent as defined in Section 11, PROJECT COORDINATION and (2) as defined in a fully executed SERVICE ORDER, Exhibit B.

SECTION 1.0 **GENERAL**

A. General PROJECT Description: The PROJECT is for the design for construction to implement the Cupertino City Council approved Civic Center Master Plan (July 7, 2015), including the following:

- New replacement City Hall
 - Two-story 40,000 square-foot building with city administration area of approximately 30,000 square-feet and community/conference space of approximately 10,000 square-feet and including an Emergency Operations Center facility;
 - Basement level parking to accommodate approximately 118 vehicles;
- Library Program Room Expansion
Addition of approximately 4,400 square feet and related modifications to existing Library building to implement the “Perch” program room option of the Library Expansion Study.
- Related Site Improvements

The PROJECT shall be designed to meet the following:

- LEED Silver Certified standard; and
- As applicable for the Emergency Operations Center, designed to be consistent with the California state codes applicable to Essential Services Facility; and
- Consistent with and incorporating the Council-approved Initial Study description and Mitigated Negative Declaration requirements.

The amount available for construction cost of the PROJECT, including contingencies for design, bidding and price escalations, but excluding soft costs, such as building permits, compensation to CONSULTANT, construction management consultant and construction contingency, is FORTY-SIX MILLION DOLLARS (\$ 46,000,000), which is the “CONSTRUCTION BUDGET” for the project. CONSULTANT shall provide architectural design services for the PROJECT, and

will also provide bid support and construction administration services and LEED certification services.

B. General Performance Requirements:

1. The performance of all services by CONSULTANT shall be to the satisfaction of the CITY, in accordance with the express terms hereof, including but not limited to the terms set out in detail in this scope of services and the standard of care provisions contained in this AGREEMENT.
2. The CITY's Department of Public Works shall manage the design and construction of the PROJECT and this AGREEMENT. CONSULTANT shall receive final direction from the CITY's Director of Public Works or his/her authorized designee (hereinafter collectively "CITY") only. The CITY shall resolve any conflicting direction from other groups, departments or agencies.
3. CONSULTANT shall coordinate this scope of services with the CITY as well as with other CITY consultants and contractors, as needed or as directed by the CITY. CONSULTANT shall schedule meeting and prepare meeting agendas and minutes/action item list for all PROJECT meetings during the design phase under the scope of work. All minutes of meetings are due to the CITY within five (5) working days after the meeting. CONSULTANT shall provide copies of such documentation to the CITY, and as directed by the CITY, to other appropriate agencies and entities. CONSULTANT shall coordinate all responses to comments through the CITY.
4. The CITY shall approve design milestones and cost estimates from Pre-design/Programming, Conceptual Design, Schematic Design through Construction Documentation phases. CITY shall issue building permit for the construction. For the purpose of this AGREEMENT, direct written authorization or approval from the CITY shall mean and require the signatures of the CITY.
5. CONSULTANT shall designate and provide to the CITY the names of their team members for the PROJECT. The team members shall be satisfactory to the CITY. The team members shall include Gerald Tierney as CONSULTANT's Principal-in-charge for the duration of the PROJECT. CONSULTANT shall not substitute any team members without the prior approval of the CITY.
6. CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly process of the work. The schedule for the performance included in EXHIBIT B, may be adjusted by mutual agreement.
7. CONSULTANT shall manage its SUBCONSULTANTS, and administer the PROJECT. CONSULTANT shall consult with the CITY, research applicable design criteria, and communicate with members of the PROJECT team.
8. When the CITY determines that the PROJECT requirements have been sufficiently identified, CONSULTANT shall prepare and update a PROJECT schedule for the CITY at the beginning of each TASK as defined in SECTION 2 -

“SCOPE of SERVICES” of this EXHIBIT A. The PROJECT schedule shall identify milestone dates for decisions required of the CITY, design services furnished by CONSULTANT and CONSULTANT’s SUBCONSULTANTS, dates of reviews and approvals required by all governmental agencies that have jurisdiction over the PROJECT, deliverables to be furnished by CONSULTANT, completion of documentation provided by CONSULTANT, commencement of construction and substantial completion of the construction of the PROJECT, and as identified in the exhibits under this AGREEMENT.

9. CONSULTANT shall submit design and construction documents to the CITY, according to SECTION 2 – “SCOPE OF SERVICES”, of this EXHIBIT A for purposes of evaluation and approval by the CITY. The CITY will review the design during each phase. The CITY’s project manager will coordinate the CITY’s review. CONSULTANT will meet with the CITY for progress review at various stages of the PROJECT. CONSULTANT will be responsible for causing the appropriate SUBCONSULTANT(S) to attend any meetings included in this SCOPE OF SERVICES. CONSULTANT shall make revisions to the design and construction documents as required for each task in a timely manner.
10. CONSULTANT shall assist the CITY, as requested by the CITY, in connection with the CITY’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the PROJECT, including submitting to the CITY’s Building Department for a building permit, for Fire Marshal permits, and Health Department permit .
11. CONSULTANT shall design PROJECT to meet LEED Silver certification. The CONSULTANT shall register the project for USGBC certification, coordinate documentation and commissioning services to achieve certification.
12. CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, LEED, budget and aesthetics, in developing the design for the PROJECT.
13. CONSULTANT shall prepare and make presentations to explain the design of the PROJECT at various occasions to representatives of the CITY, as directed by the CITY according to SECTION 2 – “SCOPE OF SERVICES” of this EXHIBIT A. In addition CONSULTANT will be required to attend and prepare presentation materials for designated City Council meetings to present the design. These meetings are scheduled for the first part of 2016.
14. CONSULTANT shall prepare and present to the CITY an Organization Chart, Directory, and Communication Flow Chart at the PROJECT Kick-Off Meeting. This meeting shall introduce team members, establish routes of communication, and discuss the participants' roles, responsibilities, and authority.
15. CONSULTANT shall submit written requests to the CITY for all information and official documents related to the PROJECT.
16. CONSULTANT shall prepare and provide a public relations package suitable for AIA Design Awards and any other similar awards submission. The public

relations package shall, at a minimum, include the following elements: photographs and graphic plans of the PROJECT. Two (2) copies of the public relations package, as well as digital electronic files, shall be provided to the CITY. CONSULTANT hereby grants to the CITY and its successors and assigns the sole and exclusive right to copyright, trademark and publish the public relations package in the United States and Canada and other countries of the world. Any copyright or trademark shall be solely in the name of the CITY, and the CITY shall remain the sole owner of such copyright or trademark. CONSULTANT hereby grants to the CITY the right and power to apply in its name or otherwise for such copyright or trademark or renewal or extension thereof as the CITY may deem proper and all right, title, and interest in any such copyright or trademark, renewal, or extension shall vest exclusively in the CITY and its successors and assigns. The CITY grants the CONSULTANT the right to use any and all images of the project for their own promotional efforts.

C. Estimate of Probable Construction Cost: CONSULTANT shall be responsible to design the PROJECT and provide an Estimate of Probable Construction Cost consistent with the following procedures and requirements.

1. CONSULTANT shall be responsible for designing the PROJECT so that the Estimate of Probable Construction Cost is less than or equal to the CONSTRUCTION BUDGET established by the CITY for the PROJECT. The Project Construction Budget shall be provided by the CONSULTANT as a summary sheet with submittal of each required Estimate of Probable Construction Cost, showing comparisons of cost evolution for the PROJECT. As the design process progresses CONSULTANT shall update and refine the Estimate of Probable Construction Cost as required in SECTION 2 – “SCOPE OF SERVICES” of this EXHIBIT A. CONSULTANT shall advise the CITY in writing of any adjustments to previous Estimates of Probable Construction Cost indicated by changes in PROJECT requirements or general market conditions.
2. Should the Estimate of Probable Construction Cost exceed the CONSTRUCTION BUDGET, CONSULTANT shall, during the design phases of the project, revise, without additional cost to the CITY, the design documents and/or Construction Documents incorporating scope and quality changes to reduce the estimated costs for construction, to within the CONSTRUCTION BUDGET. CONSULTANT shall make changes only as approved by the CITY in writing. Reductions in scope may be required to meet the CITY’s budget, and the CITY will not unreasonably withhold permission for such reductions in order for the CONSULTANTS to meet the budget. Notwithstanding the foregoing, to the extent the Estimate of Probable Construction Cost exceeds the CONSTRUCTION BUDGET due to any program, design or budget changes initiated and authorized by the CITY, which are beyond CONSULTANT’s control, any

changes required in the design documents, shall be considered as Additional Services as noted in EXHIBIT C of this AGREEMENT.

3. In preparing the Estimate of Probable Construction Cost, CONSULTANT, in consultation with the CITY, shall do each of the following: (a) include contingencies for design, bidding, and price escalations to determine which materials, equipment, component systems and type of construction are to be included in the PROJECT, and (b) make reasonable adjustments and/or to value engineer various items in all required submittal cost estimates of the PROJECT, including bid alternates, in order to adjust the estimated construction cost to be less than or equal to the CONSTRUCTION BUDGET.
4. If bidding has not commenced within 90 days after CONSULTANT submits the Construction Documents to the CITY, CONSULTANT shall adjust the Estimate of Probable Construction Cost to reflect changes in the general level of prices in the construction industry. This will be an additional service.
5. CONSULTANT shall identify, develop and incorporate into the Construction Documents "Add or Deduct Alternate" construction cost elements for a sum-total equal to, but not greater than, 5% of the CONSTRUCTION BUDGET. Alternates shall be approved by the CITY before being incorporated into the Construction Documents.
6. Should the lowest responsive bid exceed the CONSTRUCTION BUDGET by more than ten percent (10%), CONSULTANT shall, if directed by the CITY, submit without additional cost to the CITY, revised Construction Documents reflecting changes, approved by the CITY, to reduce the Construction Costs to within the CONSTRUCTION BUDGET. The CITY acknowledges that the CONSULTANT does not control market conditions and agrees that they may allow reductions in scope in order to meet the CITY's construction budget. . The CITY further understands that in the event of substantial and material increase in the cost of available labor and materials that was unforeseeable to the CONSULTANT, that the CONSULTANT shall be compensated for changes to the Construction Documents as additional services.

SECTION 2.0. SCOPE OF SERVICES

GENERAL

The CONSULTANT shall provide all services required to manage the project, including all processes, all communication, all coordination, all record-keeping, and all process documentation. The CONSULTANT shall propose a detailed schedule for the project for review and approval of the CITY. The schedule shall anticipate decision points and allow for reasonable float. The CONSULTANT shall solicit and obtain decisions from CITY as the project process requires in order to advance the project in accordance with the approved project schedule. The CONSULTANT shall prepare and submit to the CITY a project and process update report at least monthly, or more frequently as project process requires.

2.0.1 The CONSULTANT shall provide all services necessary required to complete the tasks identified in the Scope of Services

2.0.2 The CONSULTANT shall coordinate and manage all subconsultants in each project task.

2.0.3 The CITY shall use the minimum work items identified in Appendices A-D as evidence that the CONSULTANT meets the Task deliverable submission for billing purposes. Any deficiencies in the minimum work items identified shall cause the CITY to reject the entire submission, require the CONSULTANT to make appropriate corrections, and resubmit, at no cost to the CITY. Earned value for submissions according to the EXHIBIT D, Compensation Schedule shall not be considered earned until the Task Deliverable meets the minimum work standards set for in the Appendices.

TASK #1.0: PREDESIGN ACTIVITIES (PROGRAMMING, SITE INVENTORY, ANALYSIS, AND SYNTHESIS)

1.0.1 CONSULTANT shall review all existing project data available from the City including, but not limited to: topographic survey, geotechnical reports, traffic studies, CEQA documents, other environmental studies, tree surveys, arborist's reports, architectural, civil, mechanical, electrical plans, approved Master Plan, or other such data. The CONSULTANT shall be entitled to reasonably rely upon the accuracy and sufficiency of any information provided to the CONSULTANT by the CITY or the CITY's agents.

1.0.2 The CONSULTANT shall identify discrepancies or shortcomings among the existing data, and identify solutions for resolution, and propose generation of additional site information necessary to provide an accurate project base map.

1.0.3 The CONSULTANT shall utilize existing data to the extent possible and inform the CITY immediately of problems associated with using existing data for project base information.

1.0.4 The CONSULTANT shall create project base information in AutoCAD 2015 or Revit 2015 for use in subsequent project design tasks and submit to the CITY for review and comment.

1.0.5 Programming - The new Cupertino City Hall (CCH) will be designed to integrate the needs of its staff as a flexible and efficient workplace, while increasing its functionality and accessibility to the community of Cupertino. The following work will be performed as part of this task:

Staff Workshop - P+W will conduct a workshop with a sampling of employees from the four main CCH departments. We will work with CCH to create a cross-section of work functions in each group as appropriate. These sessions will allow CCH to validate initial survey findings, probe key issues related to how people work, and explore the nature of collaboration within key work functions and across teams. Areas of investigation may include:

- Collaboration and communication
- Team culture
- Work cycles
- Daily work patterns
- Interaction with the public

Programming + Strategy Brief - The programming and strategy brief will:

- Synthesize key findings about how staff at City Hall currently works
- Address how an optimal future workplace will support staff well-being, productivity, and ability to support the greater Cupertino community
- Articulate any challenges CCH faces in creating a more optimal workplace
- Diagram key adjacencies and layouts for the CCH workplace
- Document all the area for all CCH space types as well as any specific design elements
- Document specific technical requirements for the future CCH

TASK #1.0: DELIVERABLES One (1) Architectural E1 size base drawing (30"x42") as electronic copy and one (1) 8 ½"x11" of the Programming + Strategy Brief.

TASK #2.0: CONCEPTUAL DESIGN

- 2.0.1 CONSULTANT shall use the approved base information for project conceptual design.
- 2.0.2 CONSULTANT shall prepare three (3) conceptual solutions for the project, each which address the primary project issues and budget.
- 2.0.3 CONSULTANT shall present each concept to the CITY with analysis for evaluation. The CITY shall select one concept as the preferred solution and provide the CONSULTANT with written direction to proceed with that concept.
- 2.0.4 CONSULTANT shall prepare for and present the recommended Conceptual Design to City Council.
- 2.0.5 Finalize the approved Conceptual Design document.

TASK #2.0 DELIVERABLES: Electronic copy (pdf) of an 8 ½"x11" bound report of three (3) conceptual designs that meet the project goals and Appendix A minimum requirements project goals.

TASK #3.0: SCHEMATIC DESIGN

3.00 Schematic Design Meetings

- 3.0.1 The CONSULTANT shall participate in three (3) design team meetings with representatives of the CITY during this Schematic Design phase and provide written meeting minutes to the CITY within five (5) business days.
- 3.0.2 CONSULTANT shall incorporate into the PROJECT refinements from discussions from the various team meetings and any other requests from the CITY during this phase.

TASK #3.0 Deliverables: One (1) each copy of written meeting minutes formatted on 8 ½"x11" paper as an electronic copy (pdf format).

3.10 50% Schematic Design and Approval

- 3.1.1 The CONSULTANT shall use the CITY approved concept from Task #2 as the basis for the 50% Schematic design.
- 3.1.2 The CONSULTANT shall prepare a 50% schematic design and submit it to the CITY for approval. The 50% design shall indicate aesthetics, architecture, and engineering of the building. **The 50% Schematic design submission shall include, at a minimum, all items identified in Appendix B of this agreement.**
- 3.1.3 CONSULTANT shall perform a 50% Schematic cost estimate for the schematic plan presented, a design and construction schedule, and a written preliminary code compliance review.
- 3.1.4 The CITY shall provide comments on the 50% Schematic Design. The CONSULTANT shall respond to the comments within fifteen (15) calendar days of receipt.

- 3.1.5 The CONSULTANT shall incorporate the CITY comments from the 50% Schematic Design submission into the 98% Schematic plans.

TASK #3.10 Deliverables: Electronic copy (pdf) of 50% Schematic Architectural E1 size drawings (30"×42") and 8 ½"×11" of the Estimate of Probable Construction Cost.

3.20 Library Commission Presentation

- 3.2.1 The CONSULTANT shall prepare a draft 50% Schematic presentation of the Library expansion, for the Program Room addition, intended for the Cupertino Library Commission and submit to the CITY for review and comment.
- 3.2.2 The CONSULTANT shall incorporate the CITY's written comments and finalize the presentation format.
- 3.2.3 The CONSULTANT shall present the 50% Schematic Design to the Cupertino Library Commission and provide meeting minutes to the CITY for review.
- 3.2.4 The CONSULTANT shall attend a meeting with City staff to discuss the meeting and comments by the Commission. The CITY shall resolve all issues resulting from the Commission meeting.

TASK #3.20 Deliverables: One (1) each draft and final 50% Schematic PowerPoint Presentation including 50% Schematic drawings; One (1) each 8 ½"×11" hardcopy and electronic copy (pdf) of meeting minutes from the Library Commission presentation.

3.30 98% Schematic Design

- 3.3.1 CONSULTANT shall submit 98% Schematic Design drawings that shall include, at a minimum, the items identified in Appendix B, the Exhibit C, Project Schedule, and include an updated, written code compliance review.
- 3.3.2 CONSULTANT shall perform a 98% Schematic cost estimate for the schematic plan presented, a design and construction schedule, and a written preliminary code compliance review.
- 3.3.3 The CITY shall provide written comments on the 98% Schematic Design and the CONSULTANT shall respond to the comments within fifteen (15) calendar days.

- 3.3.4 CONSULTANT shall prepare for and present the recommended Schematic Design to City Council.
- 3.3.5 Upon satisfactory resolution of CITY comments, the CITY shall sign-off and the CONSULTANT shall incorporate the CITY comments from the 98% Schematic Design submission into the 100% Schematic plans.

TASK #3.30 Deliverables: Electronic copies (pdf) of 98% Schematic Architectural E1 size drawings (30"x42") and electronic copy (pdf) of 8 ½"x11" of the Estimate of Probable Construction Cost .

3.40 100% Schematic Design

- 3.4.1 The CONSULTANT shall submit the 100% Schematic Design to the CITY according to the Appendix B minimum requirements.
- 3.4.2 The CONSULTANT shall submit a 100% Schematic Estimate of Probable Cost to the CITY according to the Appendix B minimum requirements.
- 3.4.3 Written CITY approval of the 100% Schematic Design shall include a Notice to Proceed with the Project Design Development Task.

TASK #3.40 Deliverables: Electronic copy (pdf) of 100% Schematic Architectural E1 size drawings (30"x42") and 8 ½"x11" of the Estimate of Probable Construction Cost.

TASK #4.00 DESIGN DEVELOPMENT:

4.00 Design Development Meetings

- 4.0.1 The CONSULTANT shall participate in five (5) design team meetings with representatives of the CITY during this Schematic Design phase and provide written meeting minutes to the CITY within five (5) business days.
- 4.0.2 CONSULTANT shall incorporate PROJECT refinements from the various team meetings and any other requests from the CITY during this phase.

TASK #4.00 Deliverables: One (1) each copy of written meeting minutes formatted on 8 ½"x11" as one electronic copy (pdf format)

4.10 50% Design Development and Approval

- 4.1.1 The CONSULTANT shall use the CITY approved concept from 100% Schematic Design as the basis for the 50% Design Development.
- 4.1.2 The CONSULTANT shall prepare a 50% Design Development and submit it to the CITY for approval. The 50% design shall be a refinement of the schematic drawings and describe, in detail, the functional and aesthetic aspects of the design. **The 50% Design Development submission shall include, at a minimum, all items identified in Appendix B of this agreement.**
- 4.1.3 The CONSULTANT shall submit 50% Design Development specifications for the design development drawings. The specifications shall indicate proposed organization and sections anticipated based on the 50% Design Development drawings.
- 4.1.4 CONSULTANT shall perform a 50% Design Development cost estimate for the submitted plans and specifications, an updated design and construction schedule, and an updated code compliance review.
- 4.1.5 The CITY shall provide written comments for the 50% Design Development drawings and specifications. The CONSULTANT shall respond to the comments within fifteen (15) calendar days of receipt.
- 4.1.6 The CONSULTANT shall incorporate the CITY comments from the 50% Design Development submission into the 98% Design Development plans.

TASK #4.10 Deliverables: Electronic copy (pdf) of 50% Design Development Architectural E1 size drawings (30"x42") and 8 ½"x11" of the Estimate of Probable Construction Cost and the Design Development outline specifications (pdf).

4.20 98% Design Development

- 4.2.1 CONSULTANT shall submit 98% Design Development documents that shall include, at a minimum, the items identified in Appendix B, the Exhibit C, Project Schedule, and include an updated, written code compliance review.
- 4.2.2 CONSULTANT shall perform a 98% Design Development cost estimate for the 98% Design Development plans, an updated design and construction schedule, and an updated code compliance review.

- 4.2.3 The CITY shall provide written comments on the 98% Schematic Design and the CONSULTANT shall respond to the comments within fifteen (15) calendar days.
- 4.2.4 CONSULTANT shall prepare for and present the recommended Design Development to City Council.
- 4.2.5 Upon satisfactory resolution of CITY comments, the CITY shall sign-off and the CONSULTANT shall incorporate the CITY comments from the 98% Design Development submission into the 100% Design Development plans, specifications, and schedules.

TASK #4.20 Deliverables: Electronic copy (pdf) of 98% of Design Development Architectural E1 size drawings (30"x42") and electronic copies (pdf) of 8 ½"x11" size of the 98% Design Development specifications, Estimate of Probable Construction Cost, code compliance review, and project schedule.

4.30 100% Design Development

- 4.3.1 The CONSULTANT shall submit the 100% Design Development drawings, specifications, code compliance review, and schedule to the CITY according to the Appendix B minimum requirements.
- 4.3.2 The CONSULTANT shall submit a 100% Design Development Estimate of Probable Cost to the CITY according to the Appendix B minimum requirements.
- 4.3.3 Written CITY approval of the 100% Schematic Design shall include a Notice to Proceed with the Construction Documents Task.

TASK #4.30 Deliverables: Electronic copy (pdf) of 100% Design Development Architectural E1 size drawings (30"x42") and 8 ½"x11" of the 100% Design Development Estimate of Probable Construction Cost, specifications, code compliance review, and schedule.

TASK #5.0: CONSTRUCTION DOCUMENTS:

General

- 5.0.1 Construction drawings shall be created in AutoCAD 2015 or Revit 2015. An editable version of the conform set of drawings shall be provided to construction contractor for the purpose of producing as-constructed drawings.
- 5.0.2 The CONSULTANT shall participate in three (3) design team meetings with representatives of the CITY during the Construction Document phase and provide written meeting minutes to the CITY within five (5) business days.

- 5.0.2 CONSULTANT shall incorporate PROJECT refinements from the various team meetings and any other requests from the CITY during this phase.
- 5.0.3 Construction Document Building Integrated Modelling (BIM): The architectural, landscape, structural, MEP and interior drawings will be produced from a REVIT 2015 model with a Level of Development (LOD) 200 that enables the Design Team to overlay the various systems and perform clash detection.

TASK #5.00 Deliverables: One (1) each copy of written meeting minutes formatted on 8 ½"x11" paper as an electronic copy (pdf format)

5.10 50% Construction Documents and Approval

- 5.1.1 The CONSULTANT shall use the CITY approved 100% Design Development submission from Task #4 as the basis for the 50% Construction Documents.
- 5.1.2 The CONSULTANT shall prepare 50% Construction Documents and submit them to the CITY for approval. The 50% Construction Documents shall be a refinement of the City approved, 100% Design Development drawings and describe, in detail, the functional and aesthetic aspects of the design suitable for public bidding and project construction. **The 50% Construction Documents submission shall include, at a minimum, all items identified in Appendix D of this agreement.**
- 5.1.3 The CONSULTANT shall submit 50% Construction specifications for the design development drawings. The specifications shall reflect the detail of the 65% Construction drawings. The CONSULTANT shall format its specifications to CITY's STANDARD SPECIFICATION provided by the City at the beginning of the project.
- 5.1.4 The CONSULTANT shall perform a 50% Construction Document cost estimate for the submitted plans and specifications, and an updated code compliance review based on the submitted documents.
- 5.1.5 The CONSULTANT shall assist the CITY in the development and preparation of the PROJECT Manual that includes the Conditions of the Contract for Construction, Specifications, qualifications for prime and designated sub-contractors, bidding requirements and sample forms.

- 5.1.6 The CITY shall provide written comments for the 50% Construction Document drawings and specifications. The CONSULTANT shall respond to the comments within fifteen (15) calendar days of receipt.
- 5.1.7 Upon satisfactory resolution of CITY comments, the CITY shall issue a written Notice to Proceed and the CONSULTANT shall incorporate the CITY comments from the 50% Construction Document submission into the 95% Construction Document plans.

TASK #5.10 Deliverables: Electronic copy (pdf) of 50% Construction Documents Architectural E1 size drawings (30"x42") and 8 ½"x11" Construction Document Estimate of Probable Construction Cost, Specifications, and Code Compliance review

5.20 95% Construction Documents

- 5.2.1 CONSULTANT shall submit 95% Construction Documents that shall include, at a minimum, the items identified in Appendix B, the Exhibit C, Project Schedule, and include an updated, written code compliance review.
- 5.2.2 CONSULTANT shall perform a 95% Construction Documents cost estimate for the 95% Design Development plans, and an updated code compliance review.
- 5.2.3 CONSULTANT shall support the CITY to review and comment on the development and preparation of the PROJECT Manual that includes the Conditions of the Contract for Construction, Specifications, qualifications for prime and designated sub-contractors, bidding requirements, add alternatives, and sample forms. CONSULTANT shall format its specifications to CITY's STANDARD SPECIFICATION sections.
- 5.2.3 The CITY shall provide written comments on the 95% Construction Documents and the CONSULTANT shall respond to the comments within fifteen (15) calendar days.
- 5.2.4 CONSULTANT shall submit 95% Construction Document Package to the City of Cupertino Building Department for building permit review. The Building Department submittal shall include all applicable reports and calculations required to obtain a City building permit for the project.
- 5.2.5 The CONSULTANT shall provide the CITY with final comments from the City Building Department plan review.

- 5.2.6 Upon satisfactory resolution of CITY comments from both the CITY plan review and City Building Department review, the CITY shall issue a written Notice to Proceed and the CONSULTANT shall incorporate all comments from both reviews into the 100% Design Development plans, specifications, and schedules.

TASK #5.20 Deliverables: : Electronic copy (pdf) of 95% Construction Documents Architectural E1 size drawings (30"x42") and 8 ½"x11" of the 95% Construction Document specifications, Estimate of Probable Construction Cost, and code compliance review. Note: One of the Task 5.20 deliverables is a hard copy for submission to the City Building Department.

5.30 100% Construction Documents

- 5.3.1 The CONSULTANT shall submit the 100% Construction Document drawings, specifications, and code compliance review to the CITY according to the Appendix D minimum requirements.
- 5.3.2 The CONSULTANT shall submit a 100% Construction Document Estimate of Probable Cost to the CITY according to the Appendix D minimum requirements.
- 5.3.3 The CONSULTANT shall submit the 100% Construction Documents along with all other CITY requirements to the City of Cupertino Building Department and obtain a building permit for the project.

TASK #5.30 Deliverables: Electronic copy (pdf) of 100% Construction Documents Architectural E1 size drawings (30"x42") and 8 ½"x11" Project Manual with Add Alternatives, Specifications, and Estimate of Probable Construction Cost ready for public bidding.

TASK # 6.0: BID AND AWARD

- 6.0.1 CONSULTANT shall provide the following bid phase services, at the City's request, through award of the construction contract:
- a. Attend the general contractor pre-bid meeting.
 - b. Respond to bidders' questions until the question cutoff period identified in the bid documents package.
 - c. Prepare addenda to the bid set plans and specifications prior bid question cutoff identified in the bid documents
 - d. Assist in the evaluation of bids as requested by the CITY.

- 6.0.2 CONSULTANT shall update the Construction Document package to include all addenda issued during the Bid process and submit a Conformed Set of drawings and specifications to the CITY within ten (10) days of the contract award by the City Council

Task 6.0 Deliverables:

- A. The CONSULTANT shall provide two (2) complete wet signed, stamped Conform Sets of Construction Documents and Technical Specifications that includes the 100% Construction Documents Package and all bid addenda. The submitted documents shall be in reproducible, hard copy format.
- B. The CONSULTANT shall provide two (2) complete electronic format Conform Set Construction Documents and Technical Specifications in both native file formats (AutoCAD, Revit, MS Word) and pdf on a CITY compatible CD/DVD ROM disk media. Compatibility with the City hardware shall be verified by the CONSULTANT **prior** to final submission.

TASK #7.0: CONSTRUCTION ADMINISTRATION

- 7.0.1 CONSULTANT's responsibility to provide the Construction Administration Services commences with the construction contract award and ends with submission of the final PROJECT Punch List.
- 7.0.2 CONSULTANT shall advise the CITY, in writing, of any construction items that are not in conformance with the Contract Documents.
- 7.0.3 CONSULTANT shall have reasonable access to the construction of the PROJECT wherever it is in preparation or progress as appropriate to meet its obligations under this AGREEMENT.
- 7.0.4 Duties, responsibilities and limitations of authority of CONSULTANT under this Task shall not be restricted, modified or extended except by advance, written agreement between CITY and CONSULTANT.

7.1 SUBMITTALS:

7.1.1 The CONSULTANT shall review and approve or reject the Contractor's submittals as within fifteen (15) working days of receipt. The CONSULTANT may request additional review time for particularly complex or unusual submittals. The CITY shall not grant additional review time for standard construction item submittals.

7.1.2 The CONSULTANT shall maintain a detailed record of all submittals and content supplied by the Contractor.

7.2 REQUESTS FOR INFORMATION (RFI):

The CONSULTANT shall review Contractor Requests for Information and provide a written response to the Contractor with a copy to the CITY, within ten (10) working days of receipt. The CONSULTANT's response shall provide, with advance CITY approval, supplemental drawings and/or specifications necessary to clarify the RFI.

Task 7.2 Deliverables: One (1) electronic copy (pdf) of the original RFI and the CONSULTANT response.

7.3 CHANGE ORDERS:

7.3.1 CONSULTANT shall review and advise the CITY on requests by the CITY or Contractor for changes in the construction of the PROJECT.

7.3.2 The CONSULTANT shall review City prepared Contract Change Orders shall, where necessary, prepare Drawings and Specifications to describe Work to be added, deleted or modified.

7.3.3 The CONSULTANT shall maintain all records relative to changes in the construction.

Task 7.3 Deliverables: One (1) electronic copy (pdf) of the CONSULTANT change order review and any drawings and/or specifications produced to accompany the change order.

7.4 SITE OBSERVATION

7.4.1 The CONSULTANT shall attend weekly construction meetings. The goal of these site visits is to observe the progress and quality of construction, inform the Owner of defects and deficiencies observed at the site, provide clarification of construction documents when needed, and provide a summary report of the visit.

Task 7.4 Deliverables: One (1) electronic copy (pdf) of the CONSULTANT weekly site visit report

7.5 CONSTRUCTION CLAIMS AND DISPUTES

The CONSULTANT shall advise the CITY on claims, disputes or other matters in question between the CITY and Contractor. The CITY shall be the final arbiter in all such matters.

Task 7.5 Deliverables: One (1) electronic copy (pdf) of the CONSULTANT claim/dispute report.

7.6 BLANK

7.7 CONSULTANT MEETINGS

The CONSULTANT shall include five (5) additional site meetings in the Construction Administration phase and provide meeting minutes to the CITY within five (5) business days.

Task 7.7 Deliverables: One (1) electronic copy (pdf) of the meeting minutes.

7.80 PROJECT COMPLETION:

- 7.8.1 CONSULTANT shall obtain from the Contractor and forward to the CITY, for the CITY's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a Punch List which denotes the portion of the work of the PROJECT that needs to be completed by the Contractor based upon a final observation indicating the construction of the PROJECT is in general accordance with the requirements of the Contract Documents.
- 7.8.2 CONSULTANT's observations for Final Completion shall be conducted with the CITY's designated representative to check conformance of the construction of the PROJECT with the requirements of the Contract Documents Package and to verify the accuracy and completeness of the list submitted by the Contractor of work to be completed or corrected.
- 7.8.3 When the construction of the PROJECT is found to be substantially completed by CONSULTANT, CONSULTANT shall advise the CITY about the balance of the PROJECT construction to be completed and identify the remaining balance to be paid the Contractor, including any

amounts estimated needed to pay for Final Completion or correction of the construction work.

7.9 RECORD DOCUMENTS AND PROJECT CLOSE-OUT

- a. CONSULTANT shall review the Contractor's checklist for completion of all required Contractor submittals and shop drawings as indicated in the Contract Documents.
- b. CONSULTANT shall review Contractor-supplied operation and maintenance manuals for completeness as noted in the Contract Documents.
- c. CONSULTANT shall review contractor warranties as noted in the Contract Documents.
- d. CONSULTANT shall review final pay request from Contractor for accuracy as noted in the Contract Documents.
- e. CONSULTANT to complete all work necessary to achieve LEED Silver Certification.

TASK #8: ADDITIONAL SERVICES

Consultant services not specifically identified in the Scope of Services shall be considered Additional Services. At the CITY's request, the CONSULTANT shall provide a fee proposal for specific additional services consistent with the professional rate schedule in Section.

EXHIBIT B
SERVICE ORDER PROCESS

The CONSULTANT shall provide services under this Master Agreement on an “as needed” basis and only (1) upon written request from the CITY’s Director of Public Works or authorized Agent as defined in Article 11, Project Coordination, and (2) as defined in a fully executed Service Order..

SECTION 1- SERVICE ORDER INITIATION

- A. The City Public Works Director or his designee shall provide written request for Consultant services as defined in this agreement. The Consultant and City shall meet to discuss the services after which the consultant shall provide a written proposal including specific scope of services, performance schedule, and compensation to the City.
- B. The City and Consultant shall discuss the proposal in detail and agree upon the terms of the Service Order.
- C. The City shall prepare a Project Service Order consistent with the City’s standard form, Service Order, and Attachment A. The Service Order shall, at a minimum, include (1) specific scope of services, deliverables, schedule of performance, and compensation.

SECTION 2- SERVICE ORDER EXECUTION

- D. Both parties shall execute the Service Order as evidenced by the signatures of the authorized representatives defined in Article 11 of the Master Agreement, Project Coordination, and the date signed.
- E. The Consultant shall begin work on the scope of services only after receipt of a fully executed authorized Service Order defining those services. Consultant understands and agrees that work performed before the date of the authorized Service Order or outside the scope of services once a Service Order is signed and authorized shall be at no cost to the City.
- F. The maximum compensation authorized by a single Service Order and/or the aggregate of Service Orders shall not exceed the maximum compensation set forth in Article 4 of the Master Agreement.

EXHIBIT C
COMPENSATION

The City shall compensate the Consultant according to the hourly rate(s) stated in this Exhibit which shall remain in effect for the Master Agreement schedule of performance unless changed by written amendment to the Master Agreement.

Each authorized Service Order under this Master Agreement shall identify the method of compensation consistent with the scope of services provided by the Consultant. In any case, the Consultant's total payment for each authorized Service Order shall not exceed the maximum compensation identified in that Service Order, unless authorized by a written amendment executed by the City and the Consultant, and the total compensation for all authorized Service Orders shall not exceed the maximum compensation stated in Article 4, Consultant Compensation, of the Master Agreement.

Work exceeding the total authorized amount for a Service Order or the total compensation for the Master Agreement shall be at no cost to the City.

Consultant Hourly Rate(s)

The Consultant shall be compensated according to the following hourly rate(s) for all work performed under authorized Service Orders:

Rates: Hourly Rates

CUPERTINO A/E HOURLY RATES
August 11, 2015

PERKINS + WILL ARCHITECTS BILLING HOURLY RATES:

Senior Principal	\$ 395
Principal	\$ 310
Associate Principal	\$ 260
Sr. Project Manager	\$ 230
Sr. Project Designer	\$ 220
Sr. Project Architect	\$ 220
Sr. Technical Coordinator	\$ 215
Project Manager	\$ 205
Project Designer	\$ 195
Project Architect	\$ 195
Technical Coordinator	\$ 178
Arch III/ Design III	\$ 168
Arch II/ Design II	\$ 126
Arch I/ Design I	\$ 115
Intern	\$ 100
Administrative	\$ 95

PAE (MEP) HOURLY RATES:

Principal	\$295
Associate Principal	\$275
Senior Associate	\$250
Associate	\$225
Sr. Engineer/Sr. Designer	\$200
Lead Engineer/Lead Designer	\$185
Project Engineer/Project Designer	\$165
Staff Engineer/Designer	\$150
Engineer/Designer	\$130
CAD/BIM Operator	\$120
Project Coordinator	\$110
Project Assistant	\$110
Senior Commissioning Agent	\$225
Commissioning Agent	\$185
Commissioning Coordinator	\$150
Commissioning Support	\$110

TBD COST ESTIMATOR HOURLY RATES:

Gordon Beveridge Principal/PM	\$175
Sr. Mechanical Estimator	\$155
Sr. Electrical Estimator	\$155
Senior Estimator	\$155
Assistant Estimator	\$125

TIPPING STRUCTURAL HOURLY RATES:

Principal	\$225
Associate	\$180
Manager	\$160
Engineer	\$140
CAD/BIM	\$125
Admin	\$160

TEECOM HOURLY RATES (ACOUSTICS, TELECOMMUNICATIONS, A/V, and SECURITY):

Principal	\$275
Associate Principal	\$250
Sr. Associate	\$230
Sr. Consultant	\$230
Associate	\$210
Sr. Design Engineer	\$190
Project Manager II	\$190
Design Engineer	\$170
Project Manager I	\$170
Designer	\$125

LUMA/PAE (Lighting Design):

Design Director	\$250
Senior Designer	\$200
Lead Designer	\$185
Project Designer	\$165
Staff Designer (Level 2)	\$150
CAD/BIM Operator	\$120
Project Coordinator	\$110
Project Assistant	\$110

BKF HOURLY RATES:

Principals' time is chargeable at \$215.00- \$236.00 per hour.

ENGINEERING

Project Manager \$177.00 - \$183.00

Engineer IV \$164.00

Engineer I, II, III \$115.00 - \$133.00 - \$151.00

PLANNING

Planner I, II, III \$115.00 - \$133.00 - \$151.00

SURVEYING

Associate \$187.00

Project Manager \$177.00-\$183.00

Surveyor I, II, III, IV \$115.00 - \$133.00 - \$151.00 - \$164.00

Survey Party Chief \$153.00

Survey Chainman \$99.00

Apprentice I, II, III, IV \$61.00 - \$81.00 - \$89.00 - \$95.00

Instrument man \$128.000

DESIGN AND DRAFTING

Technician I, II, III, \$112.00 - \$118.00 - \$130.00

Drafter I, II, III, IV, \$87.00 - \$96.00 - \$104.00 - \$114.00

CONSTRUCTION ADMINISTRATION/QSP-QSD/INSPECTION

Senior Construction Administration \$173.00

Resident Engineer \$128.00

Field Engineer I, II, III \$115.00 - \$133.00 - \$151.00

SERVICES AND EXPENSES

Project Assistant \$72

Clerical/Administrative Assistant \$61

Reimbursable Expenses

Reimbursable expenses represent the acquisition cost of items, other than direct labor, specifically required to perform the scope of services and beyond normal business operating expenses which are included in the direct labor rate. Such expenses include, but are not limited to:

- Materials, outside services and subconsultants include a 15% administrative fee.
- Individual or multiple document reproductions that exceed 50 pages;
- Drawing or bid set reproductions;
- Software required by City other than Microsoft Word, Excel, PowerPoint, and Project; Adobe Acrobat; and a photo editor program.
- Travel expenses to the extent allowed by City policy; Mileage will be charged per the current IRS standard mileage rate at the time the costs occur;

- Sub-consultants required by project scope of services;
- Safety equipment required by City policy or the project scope of services;
- Mass mailing notifications;
- Expenses for public meetings, such as refreshments, interpreters, security, valet parking, facility rental, tents or booths, easels, markers, paper, presentation equipment.

The City shall compensate the Consultant for such reimbursable expenses **only** with prior written authorization by the City representative designated in Article 11, Project Coordination, of the Master Agreement. All compensation, including reimbursable expenses, shall not exceed the maximum compensation for the Service Order.

The City shall compensate the Consultant for reimbursable expenses for the documented actual cost only, allowing for no surcharge for Consultant administration. Reimbursable expenses shall be separately identified on the Consultant invoice.

Method of Payment

The Consultant shall submit an invoice to the City by the 5th business day of each month that clearly identifies the work performed in the previous month and authorized reimbursable expenses. All invoices from Consultant shall be addressed to City at:

Attention: Katy Jensen
City of Cupertino
10300 Torre Ave.
Cupertino CA 95014
E-mail: katyj@cupertino.org

The invoice shall identify the applicable period of work, a description of the work performed consistent with the Service Order scope of services, the number of hours, hourly rate, reimbursable expenses, Service Order maximum compensation, Service Order compensation to date including invoice number, total invoice amount for current invoice, Service Order maximum compensation balance remaining.

All Consultant payments shall be addressed to:

Perkins+Will
2 Bryant Street, Suite 300
San Francisco, CA 94105
Attention: James Mallery
E-Mail: james.mallery@perkinswill.com

END OF EXHIBIT

EXHIBIT D

SCHEDULE

See following sheet for general project schedule.

DRAFT



APPENDIX A

TASK 1: PREDESIGN and TASK 2: CONCEPTUAL DESIGN

- A. **PURPOSE:** Appendix A describes the minimum content required for project deliverables identified in Exhibit A Scope of Services Tasks 1 and 2. Project deliverables under all Tasks must be reviewed and written City approval obtained prior to start of a subsequent task.
- B. **GENERAL:** CONSULTANTS deliverables shall include, **at a minimum**, the work described in each task identified in this appendix. The CONSULTANT may include other work in the Task deliverable submission as it sees fit to meet the intent of a Task submission.
- C. The CITY shall use the minimum work items identified in Appendix A as evidence that the CONSULTANT met the Task deliverable submission for billing purposes. Any deficiencies in the minimum work items identified shall cause the CITY to reject the submission, require the CONSULTANT to make appropriate corrections and resubmit, at no cost to the CITY. **Earned value for submissions according to the EXHIBIT C, Compensation Schedule shall not be considered earned until the Task Deliverable meets the minimum work standards set for in this Appendix.**
- D. The Appendix shall be used as a guideline for professional services performance in this Agreement and shall not modify the CONSULTANT's inherent responsibilities identified in this AGREEMENT. In the event of any conflict with Exhibit A, Scope of Services, Exhibit A governs.

TASK 1: PREDESIGN

- A. PROJECT INFORMATION ANALYSIS:
 - 1. Review of CITY provided Guidelines and Program Documents.
 - 2. Review of CITY Municipal Code, Zoning Regulations & adopted model codes.
 - 3. Review of CEQA Report.
 - 4. Review existing site information available from the CITY or other sources
 - 5. Review other applicable reports and data.
- B. BASE INFORMATION GENERATION
 - 1. Base map production at a scale suitable project site study and visibility.
 - 2. Existing site inventory and conditions
 - 3. Existing topography, infrastructure, and utilities
 - 4. Site opportunities and constraints analysis.

TASK 2: CONCEPTUAL DESIGN

The **minimum** Conceptual design deliverable shall consist of the following:

- 1) Define project goals and objectives
- 2) Three (3) different concepts showing project design solutions given the site analysis.
- 3) Existing and proposed vehicular and pedestrian circulation.
- 4) Existing and proposed pedestrian circulation
- 5) Building massing
- 6) Solar impact
- 7) Analysis of each concept providing site opportunities, constraints, and conceptual solutions.

The Conceptual Design submittal corresponds to 100% complete Conceptual Design Documents.

-- END OF APPENDIX A --

APPENDIX B: TASK 3, Schematic Design

General:

- A. **Purpose:** To describe the content of topics to be decided during the Schematic Design Phase and documented in the Schematic Design submittal to the CITY during and at the conclusion of this phase of the project.
- B. **Content:** Design-Submittal No. 3 corresponds to 100% complete Schematic Design Documents.
- C. The CITY shall use the minimum work items identified in Appendix B as evidence that the CONSULTANT met the Task deliverable submission for billing purposes. Any deficiencies in the minimum work items identified shall cause the CITY to reject the submission, require the CONSULTANT to make appropriate corrections and resubmit, at no cost to the CITY. Earned value for submissions according to the EXHIBIT C, Compensation Schedule shall not be considered earned until the Task Deliverable meets the minimum work standards set for in this Appendix.
- D. The Appendix shall be used as a guideline for professional services performance in this Agreement and shall not modify the CONSULTANT's inherent responsibilities identified in this AGREEMENT. In the event of any conflict with Exhibit A, Scope of Services, Exhibit A governs.

Schematic Design Submittal Checklist ():

- A. PREREQUISITE ITEMS:
 - 1. Approval of Conceptual Design Phase by the CITY, including floor plan and massing and authorization to begin Schematic Design Phase.
 - 2. To Do List for Schematic Design:
 - a. Preliminary schedule of utility information for all systems and equipment.
 - b. Preliminary Catalog cuts and layout requirements of major equipment.
 - c. Office/Administrative area breakdowns.
 - d. Identification of design/build systems (if any).
 - e. Approval of all special consultants' requirements, such as acoustical, food service, vibration, etc.
 - f. Identification of special storage areas and associated design criteria.
 - g. Identify high noise areas.

- h. Define scope of base building work vs. outfitting (Tenant Improvement). (if applicable)
- i. Inventory of all existing items to be reused. (if applicable)

B. ARCHITECTURAL drawings shall include:

- 1. Site Plan
- 2. Demolition Plan (if applicable)
- 3. Floor Plans –
 - a) Showing all programmed and ancillary areas.
 - b) Showing location of restroom, kitchen and major equipment spaces
- 4. Roof Plan – Showing major features (skylights, penthouses, HVAC equip, etc)
- 5. Building Section(s)
- 6. Typical Wall Sections (interior/exterior)
- 7. Building Elevations
- 8. Reflected Ceiling Plan grids (if applicable)
- 9. Materials List.
- 10. Title 19, 24, UBC, handicapped, etc. checklist

C. CIVIL drawings and written statement shall include:

- a. Rough grading - based on preliminary landscape layout. Show existing and new. (Recommended Min. Scale 1" = 30')(Include existing items to remain, bldg. pad, boundaries, easements, setbacks, etc.)
- b. Roadways. Preliminary horizontal layout only.
- c. Written statement of proposed design.

D. LANDSCAPING drawings and written statement shall include:

- a. Schematic Plan & Sections (showing existing & new planting, fencing, walls and hardscape) (Recommended Min. Scale 1" = 30')
- b. Irrigation System description – identify deviations (if any) from CITY standards.
- c. Written statement of proposed design.

E. STRUCTURAL written statement shall include:

- a. System selection finalized.
 - i. Foundation.
 - ii. Bay size and story heights.
 - iii. Type of construction.
- b. Identify special areas based on preliminary information.
- c. Review of completed soils report & verification of compliance of Structural systems.

F. MECHANICAL (HVAC) written statement shall include:

- a. System selection proposed.

- b. Identify special areas and heights based on preliminary information. (i.e., Mechanical Rooms, Penthouses, etc.)
 - c. Preliminary building load calculations for rough sizing of equipment.
 - d. Written statement of proposed design.
- G. PLUMBING/PROCESS PIPING written statement shall include:
 - a. System selection proposed.
 - b. Special areas identified based on preliminary information.
 - c. Written statement of proposed design.
- H. ELECTRICAL written statement shall include:
 - a. Systems Selection:
 - a. Power - Conceptual single line diagram.
 - b. Identify special Areas and sized (i.e., Elec. Equipment Rooms, Telephone/ Communication Rooms, transformer pad and locations, etc.)
 - c. Probable pre-ordered equipment identified.
 - d. Written statement of proposed design.
- I. LOW VOLTAGE written statement shall include:
 - a. Fire Alarm System.
 - b. Audio/Visual System.
 - c. Security System (Door Alarm, Card access, CCTV).
 - d. Equipment Monitoring and/or Alarm System.
 - e. Cable TV.
 - f. Sound Masking/Acoustical Control.
 - g. Telephone and Data Communications.
 - h. Written statement of proposed design.
- J. GREEN BUILDING (LEED) written statement shall include:
 - a. LEED Rating System Scorecard
 - b. LEED Project Registration Form and support information
 - c. Written statement of proposed design, including alternative solutions, cost analysis of LEED Alternatives, evaluation criteria of LEED credits proposed.
- K. OTHER DEPARTMENT REQUIREMENTS:
 - a. Site Development Application, and requested documentation.
 - b. Environmental Clearance Application, and requested documentation.
 - c. Storm Water Pollution Prevention Plan (SWPPP).
 - d. 3-Plans (Off-site improvements only plans).
 - e. Meet all Departments review requirements as requested.

-- END OF APPENDIX B --

APPENDIX C: TASK 4, Design Development

General:

- A. Purpose: To describe the content of topics to be decided during the Design Development Phase and documented in the Design Development submittals to the CITY during and at the conclusion of this phase of the project.
- B. The CITY shall use the minimum work items identified in Appendix C as evidence that the CONSULTANT met the Task deliverable submission for billing purposes. Any deficiencies in the minimum work items identified shall cause the CITY to reject the submission, require the CONSULTANT to make appropriate corrections and resubmit, at no cost to the CITY. Earned value for submissions according to the EXHIBIT C, Compensation Schedule shall not be considered earned until the Task Deliverable meets the minimum work standards set for in this Appendix.
- C. The Appendix shall be used as a guideline for professional services performance in this Agreement and shall not modify the CONSULTANT's inherent responsibilities identified in this AGREEMENT. In the event of any conflict with Exhibit A, Scope of Services, Exhibit A governs.

Design Development Submittal Checklist

- A. PREREQUISITE ITEMS:
 - 1. Adjustments to equipment utilities and layout. (Final Equipment Book)
 - 2. Approval of and comments on Schematic Design Phase (Design-Submittal No. 2) (drawings & outline specifications)
 - 3. Define level of equipment hook-up. (Install infrastructure vs. final hook up by contractor)
 - 4. Specific telephone/communications/ data /TV requirements by room.
 - 5. Lighting control zones identified.
 - 6. Special lighting requirements identified.
 - 7. Incorporation of CITY LPS Exterior Lighting Installation policy

B. ARCHITECTURAL drawings and outline technical specifications manual shall include:

1. Site Plan.
2. Building Floor Plan(s).
3. Building Sections.
4. Building Elevations.
5. Reflected Ceiling Plan(s).
6. Key Interior Elevations.
 - a. Showing Finish Materials
7. Large Scale Plans.
8. Typical Wall Section(s) (interior & exterior)
9. Key special equipment specs/cut sheets.
10. Shelving and fixed units locations.
11. Food service layout, if any.
12. Outline Finish Color & Materials Schedule – Min. of two (2) options.
13. Size and location of major floor, roof & wall openings.
14. Identify full height partition/fire walls/smoke drafts.
15. Establish system information for envelope T-24 energy calculations.
16. Outline technical specifications manual (or first draft of Standard Specifications).

C. LANDSCAPING: drawings and outline technical specifications manual include:

1. Site Plan.
2. Preliminary irrigation information - main line layouts and points of connection.
3. Preliminary site details.
4. Preliminary berming/grading and hardscape Plans.
5. Site furnishings.
6. Site lighting.
7. Plant/materials list
8. Outline technical specifications manual (or first draft of Standard Specifications).

D. CIVIL: drawings & DD specifications shall include:

1. Site Plan - Computed site improvements layout. Include precise locations of major elements relative to benchmarks, corners, etc. Computer plot of roads parking, & building if required. Issue to other disciplines for background. Show grading, boundaries and fencing.
2. Street Section(s)/driveways.
3. Preliminary drainage layout.
4. Off-Site utility coordination - may need to be completed earlier to study alternates.
5. Special feature design.
6. Preliminary site utilities layout including points of connection, if applicable.
7. Outline technical specifications manual (or first draft of Standard Specifications).

E. STRUCTURAL:

1. Foundation outline.
2. Floor Framing Plan(s)/Structural grid.
3. Roof Framing Plan (Typical Bay Sized).
4. All loads defined.
5. Preliminary structural member sizes based on all typical vertical loads and vibration criteria.
6. Typical framing sections.
7. Lateral defined and major elements located.
8. Outline technical specifications manual (or first draft of Standard Specifications).
9. Written statement of proposed design,

F. MECHANICAL - (HVAC):

1. Major equipment size, weights & locations including inertia pads. Loads and emergency requirements to Architectural, Structural and Electrical.
2. Major penetrations/plenums/ducts.
3. Special equipment layout.
4. Plenum space requirements determined finalized.
5. Pre-ordered equipment identified - preliminary specifications.
6. Preliminary utility requirements to plumbing - gas, water, drainage.
7. Initial schedule of all equipment.
8. Outline technical specifications manual (or first draft of Standard Specifications).

G. PLUMBING/PROCESS PIPING:

1. Major services sizes, weights, and locations. Loads and emergency requirements to Electrical.
2. Plumbing Plans showing major services and toilet room layouts.
3. Preliminary RWL and Overflow Layout.
4. Preliminary site utilities layout, if applicable. Locate meters and sewer main connection. Coordinated with Civil.
5. Preliminary fixture list.
6. Major pipe weights to structural.
7. Pre-ordered equipment identified - preliminary specifications
8. Outline technical specifications manual (or first draft of Standard Specifications).

H. ELECTRICAL:

1. Preliminary equipment room layouts and locations.
2. Major load calculations.
3. Preliminary site design/utility coordination, essentially complete. Coordinated with Civil.

4. Typical lighting layout showing all ceiling fixture types and ceiling mounted equipment/devices (typical bays with circuiting and switches and receptacle and telephone).
5. Branch circuit pane board, etc. layouts.
6. Define emergency power system.
7. Pre-Ordered Equipment identified - preliminary specifications.
8. Outline technical specifications manual (or first draft Standard Specifications).

I. LOW VOLTAGE:

1. Fire Alarm System.
2. Audio/Visual System.
3. Security System (Door Alarm, Card access, CCTV).
4. Equipment Monitoring and/or Alarm System.
5. Cable TV.
6. Sound Masking/Acoustical Control.
7. Telephone and Data Communications.
8. Outline technical specifications manual (or first draft Standard Specifications).

J. FIRE PROTECTION:

1. Preliminary AFS layout - typical bay (unless design-build specification).
2. AFS riser(s) located.
3. Major pipe weights to structural.
4. Coordinate backflow preventor location w/ Civil.
5. Outline technical specifications manual (or first draft of Standard Specifications).

K. GREEN BUILDING (LEED) drawings and outline technical specifications manual include:

1. LEED Rating System Scorecard
2. LEED Project Registration Form and support information
3. Written statement of proposed design, including alternative solutions, cost analysis of LEED Alternatives, evaluation criteria of LEED credits proposed.

-- END OF APPENDIX C --

APPENDIX D:

TASK 5, Contract Documents

TASK 6, Bidding and Award

General:

- A. Purpose: To describe the content of submittals required by the CITY during and at the conclusion of this phase of the project.
- B. The CITY shall use the minimum work items identified in Appendix D as evidence that the CONSULTANT met the Task deliverable submission for billing purposes. Any deficiencies in the minimum work items identified shall cause the CITY to reject the submission, require the CONSULTANT to make appropriate corrections and resubmit, at no cost to the CITY. Earned value for submissions according to the EXHIBIT C, Compensation Schedule shall not be considered earned until the Task Deliverable meets the minimum work standards set for in this Appendix.
- C. The Appendix shall be used as a guideline for professional services performance in this Agreement and shall not modify the CONSULTANT's inherent responsibilities identified in this AGREEMENT. In the event of any conflict with Exhibit A, Scope of Services, Exhibit A governs.
- D. Content: Design-Submittal Nos. 5a, and 5b correspond to 50%, and 95% complete Contract Documents as defined below. Design-Submittal No. 6a corresponds to the Bid Package as defined below, 6b corresponds to the Issued for Construction Package.

50% Construction Document Submittal Checklist

PRE-SUBMITTAL CHECKLIST

1. Address all CITY comments on Design Development Package (Design-Submittal No. 4) submittal.
 - a. Final adjustments to equipment schedule/utilities
 - b. Final approval of all design systems
 - c. Final input on all outstanding issues
 - d. Approval by CITY of interior finishes and color palette
2. Hardware keying/style requirements

3. Provide all input regarding construction contract, conditions, and project procedures and administration (Division 1).

A. ARCHITECTURAL:

1. Title 24 Energy Calculation Sheets/Drawings.
2. Site Plan
3. Code Compliance Plan(s). Showing rated corridors, exit signs, Occupancy Classification, etc.
4. Floor Plans - Brought to level of completion showing:
 - a. All areas and their uses
 - b. All doors, windows and special doors. Door numbers
 - c. All major dimensions
 - d. Major Building Sections and Wall Sections
 - e. All built-in items such as E.P.B., E.W.C., F.H.C., F.E.C., related cabs.
 - f. Shelving and fixed units locations (cabinetry, etc.)
5. Roof Plans
 - a. Roofdrains and overflow drains (coord. Plumbing calcs. for capacity).
 - b. All penetrations
 - c. Screens or railings
 - d. Gutters and downspouts
 - e. Roof and steel slopes
6. Interior Finishes. All major items specified at this stage.
 - a. Colors with locations
 - b. Materials
 - c. Schedules
7. Building Sections
8. Major Wall Sections
 - a. Indicating all heights
 - b. Indicating all materials
9. Building Elevations
 - a. Indicating all materials
 - b. Indicating all finishes, i.e. sandblasted concrete
10. Exterior Details
11. Door and Window types schedules.
12. Wall types
13. Window wall details (as applicable)
14. Interior Elevations
15. Large Scale Plans – (1/4”/FT scale)
 - a. Final stair and elevator dimensions and sections
 - b. Toilet core/shower/locker room layouts (as applicable)
16. Reflected Ceiling Plans – 50% CD Layouts
 - a. Lighting

- b. Exit signs (ceiling and wall mounted).
 - c. Diffusers
 - d. Tile types with legend.
 - e. All walls penetrating ceiling
 - f. Draftstop locations, if required.
 - g. Fire sprinkler heads, if appropriate.
 - h. Speakers
 - i. All edge of deck conditions.
- 17. Coordinated reflected ceiling plans showing major architectural, structural and mechanical systems in the same plan to review conflicts.
 - 18. Equipment specified at 50% CD phase requiring electrical connections to electrical. (Electrical design to be based on this information).
 - 19. Technical Specifications Manual.

B. CIVIL:

- 1. Grading Plans - with cut and fill calculations .
- 2. Site utilities. (on & off-site)
- 3. Horizontal control and vertical control.
- 4. Erosion Plan.
- 5. Demolition Plan.
- 6. Off-site Improvement plans (3-M).
- 7. Site Improvements with offsite improvements.
- 8. Technical Specifications Manual.

C. LANDSCAPE:

- 1. Flatwork plans with finishes, grades and hardscape.
- 2. Planting Plan
- 3. Preliminary planting list
- 4. Irrigation Plan, especially coordination items, controller, etc.
- 5. Specialty areas and details
- 6. Technical Specifications Manual.

D. STRUCTURAL:

- 1. Foundation Plans
 - a. All footing depths (Input needed for elevators, sumps, depressions, etc.)
 - b. All major penetrations
- 2. Framing Plans
 - a. All major members sized (Input needed for elevators, stairs, ducts, etc.)
 - b. All major openings shown
- 3. Major Sections
- 4. All schedules: foundation, beam, columns, waffle slab, etc., with general sizes shown
- 5. Start details. Some typical details shown.

6. Technical Specifications Manual.

E. MECHANICAL (HVAC):

1. Floor Plans
2. Major and minor duct runs (sized)
3. Main piping runs
4. Sections showing levels of various work.
5. Section of equipment with operating weights and mounting details
6. Duct shaft layout
7. All major penetrations located
8. Catalog cuts of all equipment or preliminary schedule
9. Preliminary control diagrams
10. Equipment room layouts and sections and pad requirements
11. Typical details
12. All motors to electrical (locations & sizes)
13. Items requiring emergency power
14. Schematic piping diagrams
15. System flow diagrams
16. Load calculations 90% complete
17. Make-up water and drain req. coordinated with plumbing
18. Technical Specifications Manual.

F. PLUMBING

1. Fixture and equipment list
2. Roof plan with roof rain load areas and gutters and rain water leaders calculations.
3. Coordinate power and emergency power requirements with electrical.
4. Site Plan
 - a. Size and locate all utilities (on and off-site)
 - b. Site details - start
5. Floor Plans (Showing following piping layouts):
 - a. Domestic
 - b. Drainage - including slopes - locations, sizes and inverts for sanitary and storm connections at building to be done earlier
 - c. R.W.L. and overflow - including slopes
6. Start Schedules
7. Coordination of items affecting structure
8. Equipment room layouts and pad requirements
9. All heat producing equipment to Mechanical.
10. Technical Specifications Manual.

G. ELECTRICAL:

7. Site Plan

- a. Distribution system. Power and telephone. High and low voltage
- b. Manhole or vault requirement - layout
- c. Site lighting
- d. Utility runs and connections to off-site.
- 8. Floor Plans (locate but no circuits):
 - a. Lighting - including night lighting & emergency lighting
 - b. Power plans including underfloor system. Diagrammatic wiring layout.
 - c. Misc. systems plans, P.A., F.A., Security
- 9. Fixture list
- 10. Equipment room layouts and pad requirements, working toward final.
- 11. All heat producing equipment data to Mechanical.
- 12. Technical Specifications Manual.

H. LOW VOLTAGE:

- 1. Fire Alarm System.
- 2. Audio/Visual System.
- 3. Security System (Door Alarm, Card access, CCTV).
- 4. Equipment Monitoring and/or Alarm System.
- 5. Cable TV.
- 6. Sound Masking/Acoustical Control.
- 7. Telephone and Data Communications.
- 8. Technical Specifications Manual.

I. FIRE PROTECTION:

- 1. Site Plan:
 - a. Main location and entry to building
 - b. PIV, FHC, FEC, locations and detail
- 2. Floor Plan w/Riser and water flow switch locations
- 3. Typical Details
- 4. Pump Room Layout (if applicable)
 - a. Fuel oil day tank
 - b. Control panels
 - c. Drains
 - d. Pad requirements
 - e. Coordinate power & emergency power requirements with Electrical
- 5. Technical Specifications Manual.

J. GREEN BUILDING (LEED) drawings and outline technical specifications manual include:

- 4. LEED Rating System Scorecard
- 5. LEED Project Registration Form and support information
- 6. Written statement of proposed design, including alternative solutions, cost analysis of LEED Alternatives, evaluation criteria of LEED credits proposed.

95% Construction Document Submittal Checklist/ Plan Check-set

A. ARCHITECTURAL:

1. Site Plan - Complete
2. Floor Plan(s) - Complete
3. Room Finish Schedule, Door Schedule including hardware groups, Window Types Schedule and Details - Complete
4. Building Sections - Complete
5. Wall Sections - Complete
6. Building Elevations - Complete
7. Exterior Details. All details on the drawings essentially complete.
8. Interior Elevation and Large Scale Plans. Complete except for minor coordination with any unfinished interior details.
9. Interior Details. All details on the sheet essentially complete.
10. Reflected Ceiling Plan(s) - Complete
11. Final Color and Material Schedule
12. WATERPROOFING OF BUILDING ANALYSIS.
13. TECHNICAL SPECIFICATIONS MANUAL – COMPLETE

B. CIVIL:

1. Layout and grading - Complete
2. Cut and fill - Complete
3. Site utilities - Complete
4. Details: All drawings essentially complete
5. Technical Specifications Manual – Complete

C. LANDSCAPE:

1. Flatwork - Complete
2. Planting and irrigation plans - Complete
3. Finished grading - Complete
4. Planting list - Complete
5. Details - Complete & cross-referenced
6. TECHNICAL SPECIFICATIONS MANUAL – COMPLETE

D. STRUCTURAL:

1. Foundation plans with most penetrations - Footing depths updated
2. Framing plans with most penetrations updated - Complete
3. Major Sections - Complete
4. Beam and Slab Schedule and Assoc. Details - Complete
5. Misc. Structural Details. All details essentially complete
6. Technical Specifications Manual – Complete

E. MECHANICAL (HVAC):

1. Floor Plans - Essentially complete
2. Schedules - Essentially complete
3. Sections and Details - Essentially complete
4. Duct Shaft Layouts and Details - Complete
5. Control Diagrams - Complete
6. Details Sheets
 - a. Details that only effect mechanical - Started.
 - b. All others - Complete
7. Title 24 Calculations
8. Final motor loads coordinated w/ Electrical
9. Flow diagrams - Complete
10. Diffuser pattern - Complete
11. Technical Specifications Manual – Complete

F. PLUMBING

1. Floor Plans - Complete
2. Schedules and Diagrams - Complete
3. Site Work - Complete
4. Details - Complete
5. Final motor loads coordinated w/ Electrical
6. Title 24 Calculations
7. Technical Specifications Manual – Complete

G. ELECTRICAL:

1. Site Plan and Details - Complete
2. Floor Plans – All devices, fixtures, outlets, and equipment circuited and located. - Complete
3. Fixture Schedule and lighting control diagrams - Complete
4. Panel Schedule, M.C.C. Schedule, and Power Schedule - Complete
 - a. Grounding
5. Equipment room layouts and details - Complete
6. Details: All included for review Complete
7. Energy use calculations (Title 24) - Complete
8. Short circuit analysis - Complete
9. Load calculations - Complete
10. All coordination with utility companies complete - Complete
11. Technical Specifications Manual.

H. LOW VOLTAGE:

1. Fire Alarm System – Complete
2. Audio/Visual System – Complete

3. Security System (Door Alarm, Card access, CCTV) – Complete
4. Equipment Monitoring and/or Alarm System – Complete
5. Cable TV – Complete
6. Sound Masking/Acoustical Control – Complete
7. Telephone and Data Communications – Complete
8. Technical Specifications Manual.

I. FIRE PROTECTION:

1. Site Plan - Essentially complete
2. Floor Plans - Essentially complete
3. Pump Room Plans - Essentially complete
4. Details - Essentially complete
5. Head location – Complete
6. Technical Specifications Manual – Complete

J. GREEN BUILDING (LEED) drawings and technical specifications manual include:

1. LEED Rating System Scorecard
2. LEED Project Registration Form and support information
3. Written statement of proposed design, including alternative solutions, cost analysis of LEED Alternatives, evaluation criteria of LEED credits proposed.

100% Construction Document Submittal Checklist / Issued for Bid

ALL DISCIPLINES:

A. PREREQUISITE ITEMS:

1. Address all CITY comments on all previous Design-Submittals.
2. CITY to select all the following to incorporate in Technical Specifications Manual.
 - a. Testing Laboratories
 - b. On-Site Representative
 - c. Special inspection/testing.
 - d. Add Alternates.
 - e. Allowances Amount

B. REQUIREMENTS - Submittal Checklist Design-Submittal No. 6 (CD/Bid Package)

1. Complete all drawings and Technical specification Manual.
2. Obtain approval from the CITY for ADD Alternates.
3. Coordinate Consultant in-house and with ALL other disciplines.
4. Review all Code, Agency, Essential Service Facilities and Insurance underwriter requirements.
5. Title 24 Energy Calculations for submittal to the CITY.
6. Submit drawings and specifications to the CITY for final approval & authorization to bid.

C. REQUIREMENTS - Construction Documents/Bid Packages:

For General Contract Bid and Pre-Bid Packages to be sent to the City, include the following:

1. Drawings (stamped and wet-signed by California Licensed Architect/Engineer).
2. Project Manual (incorporating CITY provided General Provisions) (Stamped and wet signed cover sheet)

D. GREEN BUILDING (LEED) drawings and technical specifications manual include:

1. LEED Rating System Scorecard
2. LEED Project Registration Form and support information
3. Written statement of proposed design, including alternative solutions, cost analysis of LEED Alternatives, evaluation criteria of LEED credits proposed.

E. ARCHITECTURAL:

1. Site Plan – Complete
2. Floor Plan(s) – Complete
3. Room Finish Schedule, Door Schedule including hardware groups, Window Types Schedule and Details – Complete
4. Building Sections – Complete
5. Wall Sections – Complete
6. Building Elevations – Complete
7. Exterior Details. All details on the drawings essentially complete.
8. Interior Elevation and Large Scale Plans. Complete except for minor coordination with any unfinished interior details.
9. Interior Details. All details on the sheet essentially complete.
10. Reflected Ceiling Plan(s) – Complete

11. Final Color and Material Schedule
12. Technical Specifications Manual – Complete

F. CIVIL:

1. Layout and grading - Complete
2. Cut and fill - Complete
3. Site utilities - Complete
4. Details: All drawings essentially complete
5. Technical Specifications Manual – Complete

G. LANDSCAPE:

1. Flatwork - Complete
2. Planting and irrigation plans - Complete
3. Finished grading - Complete
4. Planting list - Complete
5. Details - Complete & cross-referenced
6. TECHNICAL SPECIFICATIONS MANUAL – COMPLETE

H. STRUCTURAL:

1. Foundation plans with most penetrations - Footing depths updated
2. Framing plans with most penetrations updated - Complete
3. Major Sections - Complete
4. Beam and Slab Schedule and Assoc. Details - Complete
5. Misc. Structural Details. All details essentially complete
6. Technical Specifications Manual – Complete

I. MECHANICAL (HVAC):

1. Floor Plans - Essentially complete
2. Schedules - Essentially complete
3. Sections and Details - Essentially complete
4. Duct Shaft Layouts and Details - Complete
5. Control Diagrams - Complete
6. Details Sheets
 - a) Details that only effect mechanical - Started.
 - b) All others - Complete
7. Title 24 Calculations
8. Final motor loads coordinated w/ Electrical
9. Flow diagrams - Complete
10. Diffuser pattern - Complete
11. TECHNICAL SPECIFICATIONS MANUAL – COMPLETE

J. PLUMBING

1. Floor Plans - Complete
2. Schedules and Diagrams - Complete
3. Site Work - Complete
4. Details - Complete
5. Final motor loads coordinated w/ Electrical
6. Title 24 Calculations
7. Technical Specifications Manual – Complete

K. ELECTRICAL:

1. Site Plan and Details - Complete
2. Floor Plans – All devices, fixtures, outlets, and equipment circuited and located. - Complete
3. Fixture Schedule and lighting control diagrams - Complete
4. Panel Schedule, M.C.C. Schedule, and Power Schedule - Complete
 - a) Grounding
5. Equipment room layouts and details - Complete
6. Details: All included for review Complete
7. Energy use calculations (Title 24) - Complete
8. Short circuit analysis - Complete
9. Load calculations - Complete
10. All coordination with utility companies complete - Complete
11. Technical Specifications Manual.

L. LOW VOLTAGE:

1. Fire Alarm System – Complete
2. Audio/Visual System – Complete
3. Security System (Door Alarm, Card access, CCTV) – Complete
4. Equipment Monitoring and/or Alarm System – Complete
5. Cable TV – Complete
6. Sound Masking/Acoustical Control – Complete
7. Telephone and Data Communications – Complete
8. Technical Specifications Manual.

M. FIRE PROTECTION:

1. Site Plan - Complete
2. Floor Plans - Complete
3. Pump Room Plans - Complete
4. Details - Complete
5. Head location - Complete
6. Technical Specifications Manual – Complete, identifying design-build of Fire Protection Assemblies.

Issued for Construction Package Checklist

ALL DISCIPLINES:

A. PREREQUISITE ITEMS:

1. Address all addenda, clarifications and value engineering comments incorporated into set.

B. REQUIREMENTS – Issued for Construction Documents Package:

1. Composite set of Drawings (stamped and wet-signed by California Licensed Architect/Engineer).
2. Composite set of the Project Manual (incorporating CITY provided General Provisions) (Stamped and wet signed cover sheet).
3. One (1) CD-ROM copy in an electronic PDF format of the entire submittal and one (1) CD-ROM copy of the base sheets of all disciplines in AutoCAD (latest version compatible with City's version) and project manual in MS Word.

-- END OF APPENDIX D --