



PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

PROJECT TITLE:

**2017/18 COMPREHENSIVE FACILITY CONDITION AND USE
EFFICIENCY ASSESSMENTS**

Roger Lee, Assistant Director of Public Works

**Public Works Department
10300 Torre Avenue
Cupertino, CA 95014**

Due Date: December 14, 2017 – No Later Than 3:30 p.m. PDT

1. Introduction

The City of Cupertino, California ("City") is soliciting a Proposal from a pre-qualified professional service provider ("Consultant") to provide services for the City-owned facilities listed below. Scope of services to be provided will be detailed in Attachment A and will include a comprehensive facility condition assessment for each building or a comprehensive facility condition assessment and use efficiency assessment for select buildings.

Building	Address	Sq Ft	Yr. Built or Remodeled
City Hall	10300 Torre Ave.	23,040	1986 remodeled
Senior Center	21251 Stevens Creek Blvd.	15,500	2001 remodeled. Original construction 1978
Sports Center	21111 Stevens Creek Blvd.	16,750	2004 remodeled
Quinlan Community Ctr	10185 N Stelling Rd.	28,695	1989
Service Center Admin Bldg	10555 Mary Ave.	7,100	1977
Service Center Shops & Mechanic Bldg		8,250	pre-1977
Service Center Welding Bldg		3,085	pre-1977
BBF Retreat Center & Garage	21979 San Fernando Ave.	1,790	2013 remodeled
BBF Pool Pump Bldg		799	2013 remodeled
BBF Trail Restroom		360	Pre-1995
BBF Lifeguard Bldg		2,380	2013 remodeled
BBF Trail Auxiliary Bldg		704	Pre-1995
BBF Kiosk		160	2011 estimated
BBF Café		2,232	Pre-1995
BBF Golf Course Maint Bldg		2,128	2011
BBF Historic House	22050 Stevens Creek Blvd.	2,740	
Stockmeirs House (3 buildings)	By BBF Golf Course Parking Lot	3,289	Access park through Stevens Creek Trail
McClellan Ranch Park	22221 McClellan Rd		
MRP Ranch House/Gift Shop		1,246	pre-1972
MRP Nature Museum		777	pre-1972
MRP Milk Barn Bldg		987	1975 remodeled, 1977 water tower added
MRP Barn		1,980	pre-1972
MRP Barn Shed		532	pre-1972
MRP 4C's Bldg		360	pre-1972

Building	Address	Sq Ft	Yr. Built or Remodeled
Monta Vista - Gymnastics Building	22601 Voss Ave.	9,386	pre-1982
Monta Vista - Pre-School Building		2,610	pre-1982
Monta Vista - Snack Shack		240	
Creekside Park - Rec Bldg	10455 Miller Ave.	1,750	1996
Kennedy Sports Field	821 Bubb Rd.	744	post 1995
Jollyman Park	1000 S Stelling Rd.	529	1990
Portal Park Restrooms	19810 Portal Rd.	300	pre-1975
Portal Park Rec Bldg		1,557	pre-1975
Wilson Park Rec Bldg	19784 Wintergreen Dr	1,427	pre-1975
Wilson Park Restroom		294	pre-1967
Wilson Park Snack Shack		648	2002
Traffic Maint Yard - Building 1	10981 Franco Ct.	380	No construction data
Traffic Maint Yard - Building 2	10981 Franco Ct.	1,152	No construction data
Memorial Park	21121 Stevens Creek Blvd		
MP Restrooms		273	
MP Shed by Restroom		280	
MP Shed by Field		126	
MP Gazebo		196	
MP Cargo Container		160	
Eaton Elementary School	20220 Suisun Dr.	120	
Garden Gate School	10500 Ann Arbor Ave.	120	
Hyde Jr. High	19325 Bolinger Rd.	288	
Linda Vista Park Restrooms & Shed	Linda Vista Cr.	232	
Mann Cr. Pump Station	10450 Mann Dr.	1,175	
Mercedes Tank - maintenance shed	Mercedes Dr. @ Acalde	182	
Regnart School - ARC Supply Shed	11709 Yorkshire Dr	152	

2. Attachments

The attachments below are included with this Request for Proposal (RFP) for review.

Attachment A	Scope of Services
Attachment B	Cost Proposal Schedule
Attachment C	Sample Professional Services Agreement
Attachment D	Documents Provided by the City

3. Instructions to Consultant

3.1. Questions Regarding the RFP

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions regarding this RFP can be made to the attention of Roger Lee at (408) 777-3350 or emailed to: rogerl@cupertino.org

3.2. Examination of Proposal Documents

The submission of a Proposal shall be deemed a representation and certification by the Consultant that:

- Consultant has carefully read and fully understands the information provided by the City to serve as the basis for submission of this Proposal;
- Consultant has the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted;
- All information contained in the Proposal is true and correct;
- Consultant did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation, terms or conditions of this Proposal; and
- Consultant acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by consultant, and consultant hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that consultant was not fully informed to any fact or condition.

3.3. Submission of Proposal

Proposal is due on or before **December 14, 2017 at 3:30 p.m. PDT.**

Proposal may be sent to Roger Lee at rogerl@cupertino.org or to:

City of Cupertino
Attn: Roger Lee
10300 Torre Ave.
Cupertino, CA 95014

3.4. Rights of the City of Cupertino

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of the Proposal or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject the Proposal and seek other potential qualified proposers;
- Issue subsequent Request for Proposals;
- Postpone contract start date for its own convenience;
- Remedy technical errors in the RFP process;
- Approve or disapprove the use of particular sub-consultants;
- Negotiate with another proposer in the event this RFP process does not result in the City and Proposer entering into an agreement;
- Accept other than the lowest offer;
- Cancel the RFP and reject proposal in whole or in part when it is in the best interest of the City;
- Waive informalities and irregularities in the Proposal;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City; and
- Enter into an agreement with multiple Proposers for different portions of work as outlined in Attachment A (Scope of Services).

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

4. RFP Timeline

The RFP Timeline is as follows:

Action	Date
Invitation for oral interviews	November 3, 2017
Oral Interview	November 14, 2017
Selection of Consultant by City	November 16, 2017
RFP Submittal Deadline (Due Date)	December 14, 2017 by 3:30 p.m. PDT
Contract Award (if any)	December 21, 2017
Work Commences	Month of January, 2018

5. Proposal

These instructions outline the guidelines governing the format and content of the Proposal. The intent of the RFP is to encourage responses that clearly communicate the consultant's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the Proposal should be submitted. Items not specifically and explicitly related to the RFP and Proposal, e.g. brochures, marketing materials, etc. will not be considered in the evaluation.

a) Requirements

Consultant shall include the following with their proposal:

1. Statement affirming five (5) years of condition assessment experience with consultants own forces or through relationships with supporting sub-consultants in the following disciplines:
 - a. Building forensics
 - b. Structural analysis
 - c. Mechanical system evaluation
 - d. Building envelope and waterproofing system analysis including roofing, exterior walls, and doors and windows.
 - e. Fire suppression system evaluation
 - f. Plumbing system evaluation
 - g. Estimating
 - h. Scheduling
 - i. Space Use efficiency assessment
 - j. Energy efficiency analysis that includes energy profiling and audits, recommending energy efficiency operations, maintenance, and capital measures that conform to common best practices.
2. Work plan that includes:
 - a. Schedule of major milestones and anticipated completion.
 - b. Proposed dates of check-in meetings with the City.
 - c. Schedule that ensures and factors in minimal interruptions to City programs and its operation.
3. Project staffing recommendations that includes:
 - a. Key project team members to be assigned listed by name, title, years of experience and specific responsibility for the project.
 - b. Sub-consultant(s), if any, by name, title, and specific responsibility for the project.
4. Two public agency references of similar work completed within the last three years. Include name of agency, contact person with title and phone number.

b) Cost

Complete all components of Attachment B (Cost Proposal Schedule). All pricing must be inclusive, and include labor, material, and equipment necessary for all tasks listed in Attachment A. Consultant shall include the cost required to meet with the City at a minimum of once every two weeks for the duration of the project to track progress adequately. Cost shall also include scheduling around City programs and operations. Provision of this information assists the City in determining whether the consultant understands the project, whether the costs are fair and reasonable in light of the services to be provided, and provides City staff with tools to negotiate the final cost. As the consultant and

City work on this project, it is anticipated that additional related scope of work may be added. If this occurs, City may request these additional services at the hourly rates required to be included by the consultant in Attachment B.

The consultant shall be responsible for all costs incurred in the development and submission of this response. The City assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by the consultant, the evaluation of an accepted response, or the selection of finalists. The City shall not be contractually bound until the City and the successful consultant have executed a written contract for performance of the work. The City of Cupertino does not pay for services before it receives them. Submitted Proposal should not propose contract terms that require upfront payment or deposits.

c) Public Nature of Proposal Material

Response to this RFP become the exclusive property of the City. At such time as the Cupertino Public Works Department recommends the firm to the City Manager or to the City Council, as applicable, the Proposal received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements the proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if it is not plainly marked as "Confidential," "Trade Secret," or "Proprietary", if disclosure is required under the Public Records Act. Any Proposal which contains language purporting to render all or significant portions of the Proposal "Confidential," "Trade Secret," or "Proprietary" may be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked as "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

d) Collusion

By submitting a Proposal, the consultant represents and warrants that its Proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein.

e) Fair Dealing / Conflict of Interest

The consultant warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the consultant, or any agent

or representative of the consultant to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The consultant also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating this document and the resulting agreement, currently has, or will have in the future, a personal or pecuniary interest in the consultant's business.

f) Disqualification

Consultant proposal will be disqualified if any of the following apply to the consultant:

- Evidence of collusion, directly or indirectly, in regard to the amount, terms or conditions of this RFP;
- Any attempt to improperly influence any member of the selection committee;
- Existence of any lawsuit, unresolved contractual claim or dispute between consultant and the City;
- Evidence of incorrect information submitted as part of the Proposal;
- Evidence of consultant's inability to successfully complete the responsibilities and obligation of the Proposal, and;
- Consultant's default under any previous agreement with the City, which results in termination of the Agreement.

g) Non-Conforming Proposal

The proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a Proposal may be sufficient grounds for non-acceptance of the Proposal, at the sole discretion of the City.

6. Review and Selection Process

City staff will evaluate the Proposal based on the following criteria:

- Quality and completeness of Proposal;
- Quality, performance, and effectiveness of services to be provided by the Proposer;
- Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- Cost to the City (Proposal price alone will not be the sole determining factor);
- Proposer's ability to perform the work within the time specified;
- Proposer's prior record of performance with City or other; and
- Proposer's compliance with applicable laws, regulations, policies, guidelines and orders governing prior or existing contracts performed by the consultant.

The City reserves the right to reject Proposal and to determine in the City's judgment if the Proposal is responsive. The City also reserves the right to waive any informality in the Proposal and to delete certain items listed in the Proposal as set forth therein.

The selection committee will make a recommendation to the awarding authority. Written Notice of Award will be made to the successful consultant.

7. Agreement Type, Term and Method of Payment

It is anticipated that the agreement resulting from this RFP, if awarded, will be a not-to-exceed budget per task form of agreement. The method of payment to the successful consultant shall be on a per task basis with a maximum "not to exceed" fee as set by the consultant in the Proposal or as negotiated between the consultant and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials and any subcontracted items of work. If the Proposer feels reimbursement of some items above is prudent for the consultant and the City, consultant shall list those times with the appropriate markups and means of reimbursement. The City requires the successful consultant to submit detailed monthly invoices as described in Attachment A. Monthly invoices should be sent to the City after the completion of the task. Invoices are customarily paid on a net 30-day basis.

The term shall be for a five (5) month period from the effective date of the contract. The contract may be amended to extend it for additional periods after the five months at the discretion and approval of the City.

8. Monthly Reports

The Consultant will provide electronic copies of monthly project updates to Cupertino Public Works Staff within 10 days from the beginning of each month for the previous month.

9. City Contact

The point of contact for this RFP is the Public Works Department. The contact information for the Public Works representative regarding this RFP:

Roger Lee, Assistant Director of Public Works
10300 Torre Avenue
Cupertino, CA 95014
(408) 777-3350
rogerl@cupertino.org

Attachment A –Scope of Services

1. Definitions and Terms

ADA – Americans with Disabilities Act

City – City of Cupertino, California

Consultant – The person, corporation or partnership providing facility condition and use efficiency assessment services under agreement with the City.

Code – Applicable building codes, federal, State of California, or local codes, regulations or ordinances.

Electrification Analysis – An analysis to determine cost and efficiencies in converting major mechanical systems from natural gas to electricity. Includes estimated greenhouse gas reduction.

Facility Condition Assessment – A forensic inspection to evaluate the physical state of building systems, major components and services, to assess the maintenance needs of identified City buildings to estimate the cost of recommended corrective measures, and to provide an approximately duration that recommended corrective measures will take to complete. General assessment categories include:

- Health/life safety systems – This includes a relative analysis to Code requirements. This includes, but is not limited to, fire suppression systems, fire alarms, backflow prevention devices, elevators, and emergency power systems.
- Seismic Evaluation – This includes analyzing structural systems and components to include, but not be limited to, shear and bearing walls, roofing and foundation systems and recommending improvements to bring structures up to current Codes. This analysis shall be relative to the existing occupancy and use. (*City Hall houses the primary Emergency Operation Center. Quinlan Community Center is a designated care and shelter facility*).
- ADA Compliance - Conformance with accessibility requirements relative to current ADA requirements.
- MEP Evaluation – This includes evaluating the condition of mechanical, electrical and plumbing systems and major components, assessing the remaining life of systems and major components,
- Building Envelope Evaluation – This includes evaluating the condition of the building envelope including, but not limited to, roofing systems and components: gutters, downspouts and subsurface drainage facilities, doors and windows, and exterior wall systems.
- Preventative Maintenance (PM) – This includes providing recommendation for sound and prudent PM practices. Consultant shall review industry “Best Practices”, manufacturer’s recommendations, or other sources to develop recommendations. Consultant shall document the source of PM recommendations in the final report.
- Electrification Analysis – This includes evaluating the viability to convert natural

gas systems to electricity based on cost.

Facility Energy Efficiency Assessments – Analogous to an energy audit that **provides a basis for long-term planning for increased energy efficiency**. Assessment evaluation includes **buildings systems** including but not be limited to **heating, venting and air condition systems, plumbing systems, motor controls, retro-commissioning and building envelope**. Lighting shall not be included in the systems to be analyzed.

Facility Use Efficiency Assessments - This is an assessment to analyze existing facilities against current building design standards for similar buildings for office space, conference rooms, circulation, storage, and customer interface areas. Analysis shall include current City staff use and public use to determine if any space efficiencies could be realized to improve working space. Evaluation shall include evaluation of existing space to achieve increased public accessibility and in descending priority additional conference room space and additional office area space. Additional staffing at these facilities is anticipated and current use /long-term planning of space is required.

2. Required Facility Assessments and Evaluations

The City is soliciting a Proposal from Consultant to provide comprehensive Facility Condition Assessments, Facility Energy Efficiency Assessments, and Facility Use Efficiency Assessments at selected buildings as indicated in Table 1 below . The following tasks are to be completed by Consultant as indicated in Table 1:

Facility Condition Assessment -

- Review existing facility condition data. City will provide all available plans, calculations and studies (Attachment D).
- Evaluate physical conditions and determine corrective measures for facilities.
- Provide budget estimates for all recommended corrective and PM measures. Provide breakdown of value of work by what is recommended and any additional work (if any) that is triggered as a result of Code requirements.
- Provide projected time of completion for recommended corrective measures.
- Provide recommended PM frequencies and estimated time to complete preventative maintenance tasks for each piece of equipment based on industry best practices. Provide the source of Consultant's recommendation.
- Deliver electronic and hard copy report with findings and recommendations.

Facility Energy Efficiency Assessments -

Consultant shall provide Facility Energy Efficiency Audits to provide a basis for long-term planning for increased energy efficiency. Buildings selected include all identified City facilities with the exception of lighting systems and facilities without mechanical cooling.

- Review existing facility energy data as provided by City in Attachment D.
- Perform building envelope testing.

- Prepare savings analysis and recommendations for operation and maintenance measures.
- Provide comprehensive recommendations for capital energy efficiency measures.
- Provide budget estimates for all recommended operation, maintenance, and capital energy efficiency measures.
- Provide time of completion for all recommended operation, maintenance, and capital energy efficiency measures.

Deliver electronic and hard copy report with findings and recommendations.

Facility Use Efficiency Assessments (Space Use) -

Consultant shall provide Facility Use Efficiency Assessments for City Hall, Quinlan Community Center and Blackberry Farm Retreat Center. Additional staffing at these facilities is anticipated and current use /long-term planning of space is required.

- Review existing facility use by both the public and by staff. City will provide name and contact information of appropriate city personnel for consultant to contact.
- Provide square footage needs for current and future employees. Utilize existing growth data to anticipate needs as of 2025. Consultant shall use current best practices for office space needs such as effective adjacencies, conferencing areas, equitable office space configurations, and effective and efficient work environments.
- Assess opportunities to change existing spaces to increase enjoyment by the public and/or increase efficiency and/or create new spaces for staff in a phased approach.
- Prepare analyses for implementing use efficiency projects at City facilities.
- Provide recommendations for implementing use efficiency projects at City facilities.
- Provide budget estimates for all recommended use efficiency projects at City facilities.
- Provide time of completion estimates for all recommended use efficiency projects at City facilities.

Consultant shall perform the services as the specific facilities listed in Table 1 below:

Table 1 – Summary of Assessment Tasks by Facility

Building	Photos	Building Envelope and Health/Life	ADA Assessment	MEP Condition	Energy Efficiency	Space Use	PM Schedules	Electrification Analysis	Seismic
City Hall	x	x	x	x	x	x	x	x	x
Senior Center	x	x	x	x	x	x	x	x	x
Sports Center	x	x	x	x	x		x	x	x
Quinlan Comm Ctr	x	x	x	x	x	x	x	x	x
Service Center Admin Bldg	x	x	x	x	x	x	x	x	
Service Center Shops & Mechanic Bldg	x	x	x	x					
Service Center Welding Bldg	x	x	x	x					
BBF Pool Pump Bldg	x	x	x		x		x		
BBF Retreat Center & Garage	x	x	x	x	x	x	x		
BBF Lifeguard Bldg	x	x	x						
BBF Trail Auxiliary Bldg	x	x							
BBF Kiosk	x	x	x						
BBF Café	x	x	x	x	x		x		
BBF Golf Course Maint Bldg	x	x	x	x					
BBF Historic House	x	x							
Stockmeirs House (3 buildings)	x	x							
McClellan Ranch Park									
MRP Ranch House/Gift Shop	x	x	x	x					
MRP Nature Museum	x	x	x						
MRP Blacksmith Shop	x	x	x						

Building	Photos	Building Envelope and Health/Life	ADA Assessment	MEP Condition	Energy Efficiency	Space Use	PM Schedules	Electrification Analysis	Seismic
MRP Milk Barn Bldg	x	x	x						
Monta Vista - Pre-School Building	x	x	x	x			x		
Monta Vista - Snack Shack	x	x							
Creekside Park - Rec Bldg	x	x	x	x	x				
Kennedy Sports Field	x	x	x						
Jollyman Park	x	x	x	x					
Portal Park Restrooms	x	x	x						
Portal Park Rec Bldg	x	x	x	x					
Wilson Park Rec Bldg	x	x	x	x					
Wilson Park Restroom	x	x	x						
Memorial Park (MP)									
Traffic Maint Yard - Building 1	x	x	x	x					
Traffic Maint Yard - Building 2	x	x	x	x					
MP Restrooms	x	x	x						
MP Shed by Restroom	x	x							
MP Shed by Field	x	x							
MP Gazebo	x	x							
MP Cargo Container	x								
Eaton Elementary School	x	x							
Garden Gate School	x	x							
Hyde Jr. High snack shack & shed	x	x							

Building	Photos	Building Envelope and Health/Life	ADA Assessment	MEP Condition	Energy Efficiency	Space Use	PM Schedules	Electrification Analysis	Seismic
Linda Vista Park Restrooms & Shed	X	X	restroom only						
Mercedes Tank - maintenance shed	X	X							
Regnart School - ARC Supply Shed	X	X							

Facility Condition Assessments shall include preparation of preliminary cost estimates to:

- Provide interim working areas for staff that may be displaced to accommodate recommendations.
- Upgrade Emergency Operation Center at City Hall to meet current “essential services” Code requirements.
- Upgrade electrical system including emergency generator at City Hall to have ability to operate at 20% above current peak demand.
- Replace tile roof at City Hall with light weight standing seam roof.
- Evaluate and recommend emergency systems to be energized at Quinlan Community Center based on the portable generator. Also, assess and recommend improvements needed to energize the emergency systems.
- Evaluate Interior walls, ceilings, flooring and signage at City Hall, Quinlan Community Center, Senior Center, and Sports Center.

3. Final Report

Consultant shall provide a final report that includes an executive summary, methodology for data collection, cost estimating, scheduling and analysis, field notes including all test data, findings, and recommendations for the each of the following sections: 1) Facility Condition Assessment, 2) Facility Energy Efficiency Assessment, 3) Facility Use Efficiency, and 4) additional Facility Condition Assessment requirements. City Hall is a priority building and shall be completed per the activities identified in Table 1. Consultant shall provide to City draft template of report for City Hall for City approval and input prior to preparation of the final report. Once the draft template is approved for City Hall, it shall be finalized and submitted to the City. This approved template will then be applied to all other identified buildings. The City Hall final report is to be completed no later than February 2018.

Specific reporting requirements by section is provided below:

An individual report is required for each unique building and shall include at a minimum findings and defects, photographs to document existing conditions, cost estimates, and recommended schedule of work for:

- Building envelope, including the condition of the outer shell of the building (walls, doors and windows; assessment of the roof; areas identified as needing immediate attention should be listed as high priority).
- Structural integrity, including
 - Interior walls, ceilings, flooring and signage.
 - Mechanical systems, HVAC, exhaust, ventilation, controls and instrumentation.
 - Electrical systems, both interior and exterior, including distribution and lighting.
 - Plumbing systems, both interior and exterior.
 - Elevator system at City Hall.
- Electrification analysis at selected buildings to determine viability and cost to convert natural gas systems to electricity.
- Life Safety.
- Lead and asbestos testing and evaluation. Include abatement recommendations.
- Security.
- Traffic/Pedestrian Safety.
- Americans with Disabilities Act (ADA) Accessibility.
- Results of building envelop testing.
- Savings analysis and recommendations for operation and maintenance measures.
- Comprehensive recommendations for capital energy efficiency measures.
- Budget estimates for all recommended operation, maintenance, and capital energy efficiency measures.
- Recommended time of completion for all operation, maintenance, and capital energy efficiency measures.

Deliver electronic and hard copy report with findings and recommendations.

4. Project Schedule

Completion of assessment tasks at City Hall, as described in Table 1, is a priority and shall be completed with substantially completed written report by February 2018 prior to proceeding to other identified facilities. The process and work products implemented and produced in the analysis of City Hall will be timely reviewed and commented upon by the City to ensure that consultant receives timely feedback and that subsequent projects follow the process and work products accepted at City Hall. Prior to any award of agreement, Consultant shall submit a project schedule for all buildings in detail sufficient to show all required scope of work with City Hall complete by February 2018 and all work complete within five (5) months of start of work.

Attachment B – Preliminary Cost Proposal Schedule

Description		Cost
Task 1	Facility Condition Assessments	
Task 2	Facility Energy Efficiency Assessments	
Task 3	Facility Use Efficiency Assessments	
Task 4	Electrification Analysis	
Task 5	Final Reports (City Hall by Feb. 2018 and all other facilities completed within 5 months)	

Not to Exceed Total \$

Consultant to include or attach hourly rate schedule for professional services that may be performed by consultant or sub-consultants for services that may be related to those described in Attachment A.

Attachment C – Sample Professional Services Agreement



PROFESSIONAL/SPECIALIZED SERVICES AGREEMENT WITH _____

1. PARTIES

This Agreement is made and entered into as of _____ ("Effective Date") by and between the City of Cupertino, a municipal corporation ("City"), and _____, a _____ [corporation, partnership, limited liability company, and sole proprietorship/individual] ("Contractor") for _____ [identify category of services].

2. SERVICES

Contractor agrees to provide the services and perform the tasks ("Services") set forth in detail in Scope of Services, attached here and incorporated as Exhibit A.

3. TIME OF PERFORMANCE

3.1 This Agreement begins on the Effective Date and ends on _____ ("Contract Time"), unless terminated earlier as provided herein. Contractor's Services shall begin on _____ and shall be completed by _____.

3.2 **Schedule of Performance.** Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here Exhibit B.

3.3 **Time is of the essence** for the performance of all the Services. Contractor must have sufficient time, resources, and qualified staff to deliver the Services on time.

4. COMPENSATION

4.1 **Maximum Compensation.** City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$_____ ("Contract Price"), based upon the scope of services in Exhibit A and the budget and rates included. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

4.2 **Invoices and Payments.** Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.

5. INDEPENDENT CONTRACTOR

5.1 Status. Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker's compensation or other benefits from the City.

5.2 Contractor's Qualifications. Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

5.3 Permits and Licenses. Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License.

5.4 Subcontractors. Only Contractor's employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

5.5 Tools, Materials and Equipment. Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

5.6 Payment of Taxes. Contractor must pay income taxes on the money earned under this Agreement. Upon City's request, Contractor will provide proof of payment and will indemnify City for violations pursuant to the indemnification provision of this Agreement.

6. PROPRIETARY/CONFIDENTIAL INFORMATION

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information provided by City to Contractor and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

7. OWNERSHIP OF MATERIALS

7.1 Property Rights. Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document or other information or work, in any medium (collectively, "Work Product"), prepared by Contractor in connection with this Agreement will be the exclusive property of the City and shall not be shown to any third-party without prior written approval of City.

7.2 Copyright. To the extent permitted by Title 17 of U.S. Code, all Work Product arising out of this Agreement is considered "works for hire" and all copyrights to the Work Product will

be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City's written approval.

7.3 Patents and Licenses. Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

7.4 Re-Use of Work Product. Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-contractors prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

7.5 Deliverables and Format. Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

8. RECORDS

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor's performance, benchmarks and deliverables, which must be available to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four years from the date of City's final payment.

9. ASSIGNMENT

Contractor 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 will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity is considered an assignment of the Agreement and subject to City approval, which shall not be unreasonably withheld. Control means fifty percent (50%) or more of the voting power of the business entity.

10. PUBLICITY / SIGNS

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

11. INDEMNIFICATION

11.1 To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers and consultants ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs and expenses (including attorney fees, legal costs and expenses related to litigation and dispute resolution proceedings), of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations or warranties;
- (b) Negligent or willful acts or omissions committed during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City's confidential and proprietary Information;
- (e) Claim of infringement or violation of a U.S. patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

11.2 Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim, in accordance with California Public Contract Code Section 9201. At City's request, Contractor will assist City in the defense of a claim, dispute or lawsuit arising out of this Agreement.

11.3 Contractor's duties under this section are not limited to the Contract Price, workers' compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnatee.

11.4. Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, a purchase order, or other transaction.

12. INSURANCE

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit C**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

13. COMPLIANCE WITH LAWS

13.1 General Laws. Contractor shall comply with all local, state and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor

is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

13.2 Labor Laws. Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a “public works” component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

13.3 Discrimination Laws. Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS) or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777 and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or its employees or sub-contractors will not be tolerated.

13.4 Conflicts of Interest. Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of the California Code of Regulations. Contractor agrees to abide by the City’s rules governing gifts to public officials and employees.

13.5 Remedies. Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

14. PROJECT COORDINATION

City Project Manager. The City assigns _____ as the City’s representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

Contractor Project Manager. Subject to City approval, Contractor assigns _____ as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. Contractor’s Project manager is responsible for coordinating and scheduling the Services in accordance with the Scope of Services and the Schedule of Performance. Contractor must regularly update the City’s Project Manager about the progress with the work or any delays, as required under the Scope of Services. City written approval is required prior to substituting a new Representative.

15. ABANDONMENT OF PROJECT

City may abandon or postpone the Project or parts therefor at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.

16. TERMINATION

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.

17. GOVERNING LAW, VENUE AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

18. ATTORNEY FEES

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

19. THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of this Agreement.

20. WAIVER

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

21. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will

be valid to amend or abridge this Agreement. If there is any inconsistency between the main Agreement and the attachments or exhibits thereto, the text of the main Agreement shall prevail.

22. INSERTED PROVISIONS

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

23. HEADINGS

The headings 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.

24. SEVERABILITY/PARTIAL INVALIDITY

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

25. SURVIVAL

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law and Attorney Fees, shall survive the Agreement and remain in full force and effect.

26. NOTICES

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino 10300 Torre Ave. Cupertino CA 95014 Attention: _____ Email: _____	To Contractor: _____ _____ _____ Attention: _____ Email: _____
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27. VALIDITY OF CONTRACT

This Agreement is valid and enforceable only if (a) it complies with the purchasing and contract provisions of Cupertino Municipal Code Chapters 3.22 and 3.23, as amended from time to time, (b) is signed by the City Manager or an authorized designee, and (c) is approved for form by the City Attorney's Office.

28. EXECUTION

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

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

CONTRACTOR

<Name of Contractor>

CITY OF CUPERTINO

A Municipal Corporation

By _____

Name _____

Title _____

Date _____

Tax I.D. No.: _____

By _____

Name _____

Title _____

Date _____

APPROVED AS TO FORM:

RANDOLPH STEVENSON HOM
Cupertino City Attorney

ATTEST:

GRACE SCHMIDT
City Clerk

EXHIBIT C

INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if Consultant provides written verification it has no employees.)**

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers,

officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage **shall not be canceled, except with notice to the City.**

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT C-2 DESIGN PROFESSIONALS

INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the

City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City.**

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment D – Documents Provided by the City

Blackberry Farm

1. As Builts for BBF Maintenance Building and Kiosk
2. 2011 BBF Infrastructure Upgrade Project Construction Plans
3. 1997 Blackberry Farm Pool House Remodel Construction Plans
4. Blue Pheasant Restroom Renovation 2009
5. Pool House Remodel Plans 1997
6. Structural Calcs for Restroom Addition

City Hall

1. City Hall Essential Services Analysis 201
2. City Hall MEP Alt Study 2014
3. City Hall Seismic Alt Study 2014
4. City Hall Seismic Report April 6, 2006
5. City Hall Seismic Report December 9, 2005
6. City Hall Structural Plans – 1965 (original)
7. Civic Center Master Plan
8. Civic Center Master Plan Appendices
9. Structural Analysis & Evaluation 2011
10. Structural Calcs Original KCM Calculations 1965
11. Structural Plans Civic Center Improvements 1986
12. Structural Calcs 1986

Creekside Park

1. Creekside Park Architectural & Structural Plans 1986

Jollyman Park

1. Jollyman Park Improvement Plans 1991

Linda Vista Park

1. Linda Vista Park 1986 Construction Drawings 1986

McClellan Ranch

1. As-Built for Blacksmith shop and Environmental Ed Center
2. Historic Structures Assessment – Jan 2014
3. McClellan Barn Conceptual Design
4. McClellan Ranch Milk Barn Renovations 1975
5. Structural Calcs for Tank House 2012
6. Tank House and Milk Barn Conditions Report 2012
7. Water Tower

Memorial Park

1. Memorial Park Gazebo
2. Memorial Park Phase 1 1973
3. Memorial Park Phase 2 1975
4. Memorial Park Restrooms 2000
5. Memorial Park Storage Shed 1978

Monta Vista Park

1. Monta Vista Park 1982
2. Monta Vista Elementary School 1957

3. Mona Vista Elementary School Addition 1967

Portal Park

1. Portal Park _ Wilson Park Improvements 2002

Quinlan Community Center

1. 1988 Construction Plans
2. 2015 Interior Upgrades
3. Community Center Office Remodel 1996

Senior Center

1. Senior Center 1978 Plans
2. Senior Center 1978 Structural Calcs
3. Senior Center 1999 Structural Calcs
4. Senior Center 1999 Architectural Plans
5. Senior Center 1999 Civil Plans
6. Senior Center 1999 Electrical Plans
7. Senior Center 1999 Food Service Plans
8. Senior Center 1999 Mechanical Plans
9. Senior Center 1999 Plumbing Plans
10. Senior Center 1999 Structural Plans

Service Center

1. Corp Yard 1977 Construction Plans
2. Corp Yard 2979 Canopy Install Plans

Sports Center

1. De Anza Racquet Club 1977 Plans
2. De Anza Racquet Club 1977 Structural Calcs
3. Sports Center 2003 Architectural and Civil Drawings
4. Sports Center 2003 Plumbing, heating and fire
5. Sports Center 2003 Structural and Mechanical

Traffic Operations Center

1. TOC Improvement Plans

Wilson Park

1. Wilson Park As-Built 1992 – Concession Stand and Restrooms