

**CONSULTANT AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
BFGC ARCHITECTS PLANNERS, INC.,
DBA BFGC – IBI GROUP ARCHITECTURE PLANNING
RELATING TO THE DESIGN AND CONSTRUCTION OF
FIRE STATION NO. 37**

THIS AGREEMENT is made and entered into this _____ day of _____, 2009 by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and BFGC ARCHITECTS PLANNERS, INC., a California corporation, dba BFGC – IBI GROUP ARCHITECTURE PLANNING (hereinafter "CONSULTANT").

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, is listed in EXHIBIT A, entitled "RECITALS," which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT

The term of this AGREEMENT shall be from the date of execution to January 31, 2012 inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 7. **ASSIGNABILITY**

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of the CITY, and any attempt by CONSULTANT to so assign this AGREEMENT or any rights duties, or obligations rising hereunder shall be void and of no effect. There are no third party beneficiaries to this AGREEMENT.

SECTION 8. **INDEMNIFICATION**

CONSULTANT shall, defend, indemnify and hold harmless the CITY, its officers and employees and agents against any claim, loss or liability arising out of or resulting in any way from the work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by the CITY shall not operate as a waiver of such right of indemnification.

SECTION 9. **INSURANCE REQUIREMENTS**

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Human Resources or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide the CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION

- A. The CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. The CITY's Director of Public Works is empowered to terminate this AGREEMENT on behalf of the CITY.
- D. In the event of termination, CONSULTANT shall deliver to the CITY copies of all reports, documents, CAD drawing files, photos, digital photos, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, the CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred, if applicable, to the date of termination in accordance with the provisions of EXHIBIT D.

SECTION 12. GOVERNING LAW

The CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14. ENVIRONMENTAL PREFERABLE PROCUREMENT POLICY.

CONSULTANT agrees that, in the performance of this AGREEMENT, CONSULTANT shall perform its obligations under the agreement in conformance with City Policy 4-6, Environmentally Preferable Procurement Policy. A description of environmentally preferable procurement and the Policy can be found on the CITY's website at the following link: <http://www.sanjoseca.gov/esd/natural-energy-resources/epp.htm>.

Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

- A. Use of recycled and/or recyclable products in daily operations (i.e. 30, 50,100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
- B. Use of Energy Star Compliant equipment.
- C. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
- D. Internal waste reduction and reuse protocol(s).
- E. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food services products, etc.

SECTION 15. CONFIDENTIAL INFORMATION

All data, documents, CAD drawings files, photos, digital photos, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by the CITY, or as required by law.

SECTION 16. **OWNERSHIP OF MATERIALS.**

- A. All reports, documents, electronic equivalents, or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of the CITY without restriction or limitation upon their use.
- B. Notwithstanding the foregoing, the following shall apply to all plans, drawings, specifications, and related reports and documents, and electronic equivalents (collectively "PLANS") developed pursuant to this AGREEMENT:
1. The CITY shall have the right to reproduce and use the PLANS for purposes of the project that is the subject of this AGREEMENT, including, but not limited to, any use associated with construction, reconstruction, modification, management, maintenance, and renovation of the project.
 2. The CITY shall have the right to reproduce, use and modify the PLANS, or portions thereof, in the design and construction of any other future CITY project. The CITY acknowledges that CONSULTANT does not warrant the suitability of the PLANS for reuse other than, as needed for the project that is the subject of this AGREEMENT.
 3. The right of the CITY to modify and reuse the PLANS pursuant to this Subsection 16.B. is subject to the provisions of either California Business or Professions Code Sections 5536.25, 6735, 6735.3 or 6735.4, whichever is applicable.

SECTION 17. **WAIVER**

CONSULTANT agrees that waiver by the CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or

condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 18. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

- B. CONSULTANT shall maintain all documents and records that demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit, at no cost to the CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

- D. Where the CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, the CITY may, by written request by any of the above-named officers, require that custody of the records be given to the CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

SECTION 19. **CONFLICT OF INTEREST**

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

SECTION 20. **GIFTS**

- A. CONSULTANT is familiar with the CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code.
- B. CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by Chapter 12.08.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies the CITY may have in law or equity, the CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT.

SECTION 21. DISQUALIFICATION OF FORMER EMPLOYEES

CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of the CITY in matters that are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code (“Revolving Door Ordinance”). CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 22. SPECIAL PROVISIONS

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled “SPECIAL PROVISIONS”, which is attached hereto and incorporated herein.

SECTION 23. NOTICES

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To the CITY: Department of Public Works,
City Facilities Architectural Services Division
200 E. Santa Clara Street, 6th Floor
San Jose, California 95113
Attn: Bijan Abouzia, Project Manager

To CONSULTANT: BFGC – IBI Group Architecture Planning
150 S. First Street, Suite 200
San Jose, CA 95113
Attn: Dean Aron Tatsuno, AIA

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 24. VENUE

In the event that suit shall be brought by either party hereunder, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, San Jose, California.

SECTION 25. PRIOR AGREEMENTS AND AMENDMENTS

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

SECTION 26. SUBCONSULTANTS

Notwithstanding SECTION 7 of this AGREEMENT, CONSULTANT may use the following designated SUBCONSULTANTS in performing work under this AGREEMENT:

<u>SUBCONSULTANT</u>	<u>Service Provided</u>
1. BKF Civil Engineers	Civil Engineers
2. Biggs Cardosa Associates	Structural Engineers
3. Alfa Tech Consulting Engineers	Mechanical / Plumbing Engineers
4. Alfa Tech Consulting Engineers	Electrical Engineers
5. Tanaka Design Group	Landscape Architecture

CONSULTANT shall be responsible for directing the work of the above-named SUBCONSULTANTS and for any compensation due to SUBCONSULTANTS. The CITY assumes no responsibility whatsoever concerning such compensation. CONSULTANT may change or add SUBCONSULTANTS only with the written approval of the CITY's Director of Public Works.

SECTION 26. STANDARD OF CARE

All of the services to be performed by CONSULTANT under this AGREEMENT from the inception of the AGREEMENT until termination of the AGREEMENT shall meet or exceed the professional standard and quality which prevails among licensed architects of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances. All documentation prepared by CONSULTANT shall provide for a completed PROJECT that conforms to all applicable codes, rules, regulations and guidelines, which are in force at the time such documentation is prepared.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

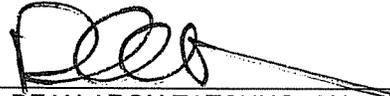
By 
Kenneth D. Johnson
Sr. Deputy City Attorney

By _____
LEE PRICE, CMC
City Clerk
200 East Santa Clara Street,
San Jose, CA 95113

"CONSULTANT"

BFGC ARCHITECTS PLANNERS, INC., a
California corporation, dba BFGC – IBI GROUP
ARCHITECTURE PLANNING

By 
DAVID R. CARTNAL, FAIA
Managing Principal Architect
150 South First Street, Suite 200
San Jose, CA 95113

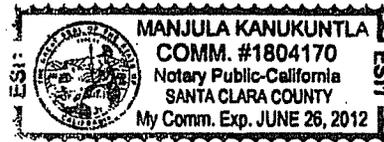
By 
DEAN ARON TATSUNO, AIA
Principal Architect
150 South First Street, Suite 200
San Jose, CA 95113

*Please see the attachment for Notarization.
Manjula Kanukuntla
Notary Public*

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Clara



On 3rd December, 2009 before me, Manjula Kanukuntla, Notary Public
(Here insert name and title of the officer)

personally appeared David Raymond Cartual AND Dean Aron Tatsuno

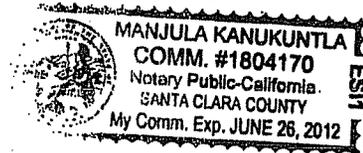
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Manjula Kanukuntla
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

DESCRIPTION OF THE ATTACHED DOCUMENT

Consultant Agreement between
(Title or description of attached document)

the city of San Jose and BFA C
(Title or description of attached document continued)

Number of Pages 13 Document Date _____
including notary page
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

EXHIBIT A

RECITALS

WHEREAS, the CITY desires to obtain architectural consultant services related to the planning, design and construction of the FIRE STATION NO. 37 project in San Jose;
and

WHEREAS, BFGC – IBI GROUP ARCHITECTURE PLANNING has the necessary professional expertise and skill to perform the architectural services required;

NOW THEREFORE, the purpose of this AGREEMENT is to retain BFGC – IBI GROUP ARCHITECTURE PLANNING, as CONSULTANT to the CITY to perform those services specified in SECTION 1 of this AGREEMENT.

EXHIBIT B

SCOPE OF SERVICES

CONSULTANT shall perform professional services as detailed in the following sections related to the design and construction of FIRE STATION NUMBER 37 Project, to be located at 2175 Lincoln Avenue ("PROJECT").

SECTION 1. GENERAL

- A. **General PROJECT Description:** The PROJECT involves the design and construction of a new fire station. The San Jose Fire Department (hereinafter "CLIENT") will be the end user of the facility. The PROJECT will be located on the south parking lot of the Willows Senior Center located on the Lincoln Glen Park campus on Lincoln Avenue, just north of Curtner Avenue. The PROJECT is a two company, two apparatus bay, two story building with site improvements including driveways, parking, landscaping, emergency generator and diesel fuel tank. The construction budget is \$4,200,000 for the PROJECT. CONSULTANT shall provide architectural design services for the PROJECT as well as construction support services. Design of the PROJECT shall be based upon a CITY provided conceptual plan ("Conceptual Plan"), CITY Fire Program Guidelines ("Guidelines") and CONSULTANT prepared plans and specifications for CITY Fire Station 25 ("FS 25 Plans"), all of which shall constitute the "Program Documents". It is understood that the Conceptual Plan is based upon the FS 25 Plans, with modifications including increased square footage.
- B. **Essential Services Building:** Section 16007 of the California Health and Safety Code defines a fire station as an "Essential Services Building." Both State and local law set forth requirements for the design of such an Essential Services Building. CONSULTANT shall incorporate into the planning and design of the PROJECT all state and local requirements applicable to the planning design and construction of an Essential Services Building. CONSULTANT also shall provide CITY with documentation identifying all applicable State and local compliance

requirements for both structural and non-structural building performance for an Essential Services Building.

- C. **Leadership in Energy and Environmental Design (“LEED”) Facility:** The PROJECT will not be LEED certified. However, CONSULTANT shall include a LEED accredited professional on the design team and shall, to the greatest extent possible given the budget, design all aspects of the PROJECT to meet or exceed the minimum standards necessary to obtain LEED V3.0 2009 new construction and major renovations certification.

- D. **General Performance Requirements. The following requirements shall apply to the project:**

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 Department of Public Works shall manage the design of the PROJECT and this AGREEMENT. CONSULTANT shall receive final direction from the CITY Director of Public Works or his/her authorized designee (hereinafter collectively “Director”) only. The Director 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 prepare meeting minutes 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 Director.

4. The CITY shall direct CONSULTANT with respect to programming and functionality of the PROJECT space, and the exterior design and massing of the buildings. The CITY shall approve design milestones and cost estimates from Schematic Design through Construction Documentation phases. For the purpose of this AGREEMENT, direct written authorization or approval from the CITY shall mean and require the signature of the Director.
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 Dean Aron Tatsuno as CONSULTANT's Principal-in-charge and Patricia Lock as Associate Principal Architect for the duration of the PROJECT. CONSULTANT shall not substitute any team members without the prior approval of the Director.
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 C, 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, communicate with members of the PROJECT team, and issue progress reports as necessary and directed by the CITY.
8. When 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 B. 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 B for purposes of evaluation and approval by the CITY. The CITY, including the CLIENT, the Department of Public Works – City Facilities Architectural Services Division, and the General Services Department, will review the design during each phase. 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 Director, in connection with the CITY’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the PROJECT.
11. CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics, in developing the design for the PROJECT.
12. 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 Director according to SECTION 2 – “SCOPE OF SERVICES” of this EXHIBIT B.
13. 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.

14. CONSULTANT shall submit written requests for all information and official documents related to the PROJECT to the Director.
15. CONSULTANT shall review and become familiar with the CITY public outreach policies and guidelines. CONSULTANT shall be responsible for performing all TASKS outlined in this SCOPE OF SERVICES in compliance with these policies and guidelines.

E. **Estimate of Probable Construction Cost:** CONSULTANT shall be separately responsible for designing the PROJECT and providing 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" of \$4,200,000, established by the CITY for the PROJECT. The "CONSTRUCTION BUDGET" shall be defined as amount established by the CITY available for construction of the PROJECT, including contingencies for construction, bidding and price escalations, and add alternates, but excluding compensation to CONSULTANT or its sub-consultants. Design Contingency, construction contingency and escalation, as well as cost per square foot shall also be identified in the "PROJECT COST PLAN". The "PROJECT COST PLAN" 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 B. 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 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 Director in writing. 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 Director which are beyond CONSULTANT's control, any changes required in the design documents, shall be considered as Additional Services as noted in EXHIBIT D 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 alternate bids, 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 100% Construction Documents to the CITY, CONSULTANT shall adjust, at no additional cost to CITY, the Estimate of Probable Construction Cost to reflect changes in the general level of prices in the construction industry.
5. CONSULTANT shall identify, develop and incorporate into the Construction Documents "Add Alternate" construction cost elements for a

sum-total equal but not greater than 5% of the CONSTRUCTION BUDGET. Add Alternates shall be approved by the Director before being incorporated into the Construction Documents.

6. Should the lowest responsive bid exceed the CONSTRUCTION BUDGET, CONSULTANT shall, if directed by the Director, submit without additional cost to the CITY, revised Construction Documents reflecting changes, approved by the Director, to reduce the Construction Costs to within the CONSTRUCTION BUDGET.

SECTION 2. SCOPE OF SERVICES

CONSULTANT shall provide professional services for the Fire Station No. 37 Project by completing all of the following tasks for the PROJECT.

TASK #1: PROGRAM REVIEW

- 1.1 CONSULTANT shall attend a kick-off meeting, Team Meeting #1, to review scope of work, deliverables and PROJECT schedule. City to provide pertinent reports, updated information, and Notice to Proceed.
- 1.2 CONSULTANT is to complete the sub-tasks below consistent with the requirements of attached APPENDIX A, which describes in greater detail the manner in which CONSULTANT is to perform services related to progress reproductions of documents and reports included in this task. APPENDIX A is incorporated herein as if set forth in full. In the event of any conflict between APPENDIX A and any provision of this AGREEMENT, this AGREEMENT shall control.
- 1.3 CONSULTANT shall review the CITY-obtained geo-technical site report; and shall identify and inform the CITY of any site-related discrepancies between the survey report and any other site reports provided by the CITY that might affect the PROJECT.

- 1.4 CONSULTANT shall review the CITY supplied Environmental Impact Report (EIR) for the PROJECT. Design alternatives prepared by the CONSULTANT shall reflect the needs and findings set forth in the EIR.
- 1.5 CONSULTANT shall review the CITY supplied Arborist Survey Report for the PROJECT. Design alternatives prepared by CONSULTANT shall reflect the needs and findings set forth in this report.
- 1.6 CONSULTANT shall attend one (1) public meeting for the PROJECT for the purpose of participating/communicating with the CITY's and members of the local community.
- 1.7 CONSULTANT shall coordinate with the CITY Planning Services Division to confirm zoning and California Environmental Quality Act (CEQA) review and approval requirements.
- 1.8 Prior to commencement of design, CONSULTANT shall review the Conceptual Plan, Guidelines, and FS 25 Plans. Upon review, CONSULTANT shall submit to the CITY Report #1 in 8 1/2" x 11" format. Attachments to the report will include drawings and a room schedule. The report shall include parameters that the CONSULTANT concludes are inappropriate or undesirable for the PROJECT or inconsistent with the PROJECT goals. CONSULTANT's written submission shall include a detailed explanation of why an included parameter is inappropriate, undesirable or inconsistent with the PROJECT goals. The Director may approve or disapprove the deviations for requested specific elements. Report #1 shall also reconcile the regulatory and site constraints with the Guidelines and other Program Documents. This report shall state the assumptions and basis for Schematic Design to be completed by CONSULTANT. The Director shall review and approve Report #1 prior to CONSULTANT commencing the Schematic Design. There will be a Team Meeting #2 convened for the purpose of discussing Report #1.

TASK #2: SCHEMATIC DESIGN

- 2.1 CONSULTANT is to complete the sub-tasks below consistent with the requirements of attached APPENDIX B, which describes in greater detail the manner in which CONSULTANT is to perform services related to Design-Submittals and reports included in this task. APPENDIX B is incorporated herein as if set forth in full. In the event of any conflict between APPENDIX B and any provision of this AGREEMENT, this AGREEMENT shall control.
- 2.2 CONSULTANT shall coordinate and manage SUBCONSULTANTS throughout the Schematic Design phase.
- 2.3 As part of the Schematic Design phase, CONSULTANT shall develop strategies and design approaches for meeting all the requirements for an Essential Services Building.
- 2.4 CONSULTANT shall develop the Schematic Design Documents based on the results of Task #1.
- 2.6 Schematic Design documentation services to be provided by CONSULTANT shall include, but not be limited to, the following:
 - a. Architectural design/documentation services, including development of all Schematic Design Documents necessary to establish the final scope, relationships, forms, size, appearance and cost of the PROJECT.
 - b. The Schematic Design Documents shall include: the site plan with on and off site work information; preliminary building plans depicting the area and configuration requirements for all interior and exterior spaces and demonstrating the solution for access and adjacency requirements; sections including the context; elevations including the context; and, colored plan diagrams showing program uses and circulation.
 - c. The Schematic Design Documents shall describe preliminary alternatives for construction materials.

- d. The Schematic Design Documents shall indicate site improvements including landscaping, outdoor spaces and location and layout of on-site parking for employees and visitors, as well as a description of materials and equipment.
 - e. The Schematic Design Documents shall include schematic engineering design recommendations consisting of preliminary written statements of design criteria for civil, structural, mechanical, plumbing, electrical, fire protection, acoustical, lighting, and low-voltage systems. For each discipline, these statements shall include, but not be limited to:
 - 1. Design criteria required by the CITY.
 - 2. Documents shall identify preliminary space requirements for structural and building enclosure systems, preliminary space requirements for all mechanical systems and other equipment, and points of connection for utilities, and identification of preliminary design loads and performance criteria.
 - f. CONSULTANT shall prepare preliminary code compliance review documentation per the CITY requirements.
- 2.7 CONSULTANT shall submit 100% Schematic Design Documents (hereinafter "Design-Submittal #1) in accordance with APPENDIX B, Task 2, Schematic Design and the Project Schedule, set forth in EXHIBIT C of this AGREEMENT.
- 2.8 The CITY shall provide CONSULTANT with written comments following submission of the 100% Schematic Design Documents. CONSULTANT shall provide written responses, including internal quality review comments, to the comments of the CITY within no more than ten (10) days of receipt of the CITY's comments.
- 2.9 In addition to any other meetings provided for in Task 2, CONSULTANT shall participate in up to a maximum of two design team meetings for the PROJECT with representatives of the CITY during this Schematic Design phase, as determined by the Director. CONSULTANT shall incorporate into

- the PROJECT refinements from discussions from the various team meetings and any other requests from the Director during this phase.
- 2.10 CONSULTANT shall prepare schematic sketches and study models of the building sufficient to communicate design intent to the CLIENT and a broad audience when directed by the Director.
 - 2.11 CONSULTANT shall prepare and present the Schematic Design schemes to the community for review at one meeting.
 - 2.12 CONSULTANT shall submit for review by the CITY an Estimate of Probable Construction Cost based on the 100% Schematic Design Package within two (2) weeks of the completion of the package for this phase.
 - 2.13 CONSULTANT shall proceed to the next task, Design Development, incorporating the Schematic Design comments required by the Director after the submittal of "Design-Submittal #1".

TASK #3: DESIGN DEVELOPMENT:

- 3.1 CONSULTANT is to complete the sub-tasks below consistent with the requirements of attached APPENDIX C, which describes in greater detail the manner in which CONSULTANT is to perform services related to Design-Submittals and reports included in this task. APPENDIX C is incorporated herein as if set forth in full. In the event of any conflict between APPENDIX C and any provision of this AGREEMENT, this AGREEMENT shall control.
- 3.2 CONSULTANT shall coordinate and manage SUBCONSULTANTS throughout Design Development phase.
- 3.3 In addition to the meetings provided in Task 1 and 2. CONSULTANT shall participate in up to a maximum of two additional team meetings for the PROJECT with representatives of the CITY during this Design Development phase. CONSULTANT shall incorporate into the PROJECT refinements from discussions from the various team meetings and any other requests from the Director during this phase.

- 3.4 CONSULTANT shall develop and provide the CITY with an analysis of all PROJECT building systems for compliance with the State and local requirements for designing, constructing and operating an Essential Services Building.
- 3.5 CONSULTANT and SUBCONSULTANTS shall attend a Team Meeting #3 with the CITY to discuss the progress of the Design Development package.
- 3.6 CONSULTANT shall prepare sketches and an electronic walk-through of the interior of the building sufficient to communicate design intent to the CITY and a broad audience.
- 3.7 CONSULTANT shall finalize a 100% Design Development package (hereinafter "Design-Submittal #2"), as noted in APPENDIX C. The 100% Design Development Package shall address the following:
 - a. Package shall illustrate and describe the refinement of the design of the PROJECT, establishing the scope, relationship, forms, size and appearance of the PROJECT by means of plans, building and wall sections, exterior elevations, typical construction details, and equipment layouts.
 - b. Package shall contain outline specifications, which shall identify the major materials and systems and shall establish their general quality levels.
 - c. CONSULTANT shall provide specification services, including development of preliminary outline specifications and preparation of necessary design documents consistent with the Construction Specifications Institute (CSI) format and with the CITY Department of Public Works, Standard Specifications and Standard Details, dated July, 1992 (hereinafter "STANDARD SPECIFICATIONS").
 - d. CONSULTANT shall produce and submit to the CITY for review and written approval two (2) sets of a 30"x42" construction materials and interior finishes presentation board of the PROJECT design.
- 3.8 CONSULTANT shall submit for review by the CITY an Estimate of Probable Construction Cost based on the 100% Design Development submittal within

two (2) weeks of the CONSULTANT submitting complete Design Development package for this phase.

- 3.9 CONSULTANT shall identify value-engineered items and bid alternates in "Design-Submittal #2" that could be deducted from the PROJECT without jeopardizing program requirements.

TASK #4: CONSTRUCTION DOCUMENTS:

- 4.1 Prior to commencing development of the Construction Documents, CONSULTANT shall prepare and submit to the CITY within seven (7) working days after submittal of 100% Design Development package, completed under Task 3 of this Section 2, the proposed construction document sheet index listing all proposed sheets and titles of all disciplines, (hereinafter "Design-Submittal #3").
- 4.2 CONSULTANT shall coordinate and manage SUBCONSULTANTS throughout Construction Document phase; CONSULTANT shall coordinate with the CITY's various Departments as directed by the Director.
- 4.3 CONSULTANT shall include documentation in the PROJECT specifications as needed to meet the requirements of designing, constructing and operating an Essential Services Building.
- 4.4 CONSULTANT is to complete the sub-tasks below consistent with the requirements of attached APPENDIX D, which describes in greater detail the manner in which CONSULTANT is to perform services related to Construction Document Phase Design-Submittals and reports included in this task. APPENDIX D is incorporated herein as if set forth in full. In the event of any conflict between APPENDIX D and any provision of this AGREEMENT, this AGREEMENT shall control.
- 4.5 CONSULTANT shall provide written responses to the comments from the CITY review of the 100% Design Development package within ten (10) working days of receipt of such comments. The written response shall list how and where the CONSULTANT has incorporated all comments from the CITY's review.

- 4.6 CONSULTANT shall coordinate with Public Art Artist throughout the process of this phase of the PROJECT for implementation of Public Art into the PROJECT.
- 4.7 In addition to any meetings provided for in Tasks 1, 2 and 3, CONSULTANT shall attend up to a maximum of two additional team meetings for the PROJECT with representatives of the CITY, during this Construction Documents phase to discuss related issues including interior finishes and furniture selection. CONSULTANT shall incorporate into the PROJECT refinements from discussions from the various team meetings and any other requests from the Director during this phase.
- 4.8 Using the Guidelines, furniture and equipment descriptions provided by the CITY, CONSULTANT shall prepare and present to the CITY interior finish options and schemes, and various furniture alternates, that best fit the PROJECT. CONSULTANT shall not proceed to refine the options and alternates, until Director has determined and approved an option and scheme for the interior finishes.
- 4.9 CONSULTANT shall prepare a 50% Construction Document Package (Also referred to as "Design-Submittal #4a") incorporating CITY's comments from the 100% Design Development package as applicable and a 100% Construction Document Package incorporating CITY's comments from the review of the 50% Construction Document package as applicable (Also referred to as "Design-Submittal #4b"). After each Construction Document package is submitted, the CITY shall provide CONSULTANT with written comments. CONSULTANT shall provide written responses to the comments from the CITY within ten (10) calendar days of receipt of the CITY's comments. CONSULTANT's written responses shall list how and where the comments are to be incorporated or resolved by CONSULTANT for all of the CITY's review comments.
- 4.10 Within two (2) weeks after the submission to the CITY of the 50% Construction Document Package, CONSULTANT shall submit for review by

the City an Estimate of Probable Construction Cost based on the 50% Construction Document Package.

- 4.11 CONSULTANT shall submit the 100% Construction Document Package (also referred to as "Design-Submittal #4b"), with the CITY's comments from the incorporated.
- 4.12 Within two (2) weeks after the submission to the CITY of the 100% Construction Document Package, CONSULTANT shall submit for review by the CITY an Estimate of Probable Construction Cost based on the 100% Construction Document Package.
- 4.13 CONSULTANT shall prepare a Bid Documents Package for bidding (also referred to as "Design-Submittal #4c"), with the CITY's plan check review and other final comments from the 100% package incorporated.
- 4.14 CONSULTANT shall prepare two professional presentation renderings (also referred to as "Design-Submittal #5") of the PROJECT (one exterior and one interior). The professional presentation rendering shall include, at a minimum, the following elements: landscaping, building exterior materials, furniture and interior finishes. Each rendering shall be at least 24" x36" in size.
- 4.15 Deliverables:
 - a. CONSULTANT shall provide 50% and 100% Construction Documents Packages and a Bid Document Package. Each of the Construction Documents Packages shall be based on the Design Development and Construction Documents approved by the Director. Each Construction Document Package shall set forth in detail the requirements for construction of the PROJECT per attached APPENDIX D, and shall be in accordance with the CITY's STANDARD SPECIFICATIONS. The Construction Document Packages shall include drawings and specifications that establish in detail the quality levels of materials and systems required for the PROJECT.
 - b. Each of the Construction Document Packages shall include drawings and specifications from all disciplines, executed to a level of detail

appropriate for public bidding, including plans overlaying data cabling with furniture layout as necessary, elevations reflecting relationships between ranges/furnishings and items affecting their placement, utilities, driveways, roadways, at-grade parking, curbs, landscape, irrigation and hardscape design.

- c. CONSULTANT shall cause each of the Construction Document Packages to be coordinated between all relevant disciplines.
- d. CONSULTANT shall identify in each of the Construction Document Packages fire and life safety analysis, zoning requirements, building construction type, exiting, exit sign location, fire extinguisher location, wall type, glazing and openings limitations, door widths, occupant load, placement on property, hydrant locations and fixture counts requirements. References to rated assemblies shall be identified with current UL test numbers.
- e. During the development of the Construction Document Packages, CONSULTANT shall assist, as requested by the Director, the CITY in the development and preparation of the PROJECT Manual that includes the Conditions of the Contract for Construction, Specifications, and Bidding requirements and sample forms. CONSULTANT shall adjust its form of specification in order to include CITY's STANDARD SPECIFICATION sections.
- f. CONSULTANT shall provide three (3) sets of 8-1/2" x11" color boards in binders or foam-core material mounted with samples of all interior and exterior finishes, colors, and products.
- g. CONSULTANT shall provide a final detailed Cost Estimate and, if necessary and as directed by the Director, bid alternate items to reduce 5% of the PROJECT Estimate of Probable Construction Cost.

TASK # 5: BIDDING AND AWARD

- 5.1 CONSULTANT shall assist the CITY during bid solicitation process, as requested by the Director.

- 5.2 CONSULTANT shall prepare the Bid Set Construction Document Packages with the CITY's reviews and plan check, including CLIENT, comments incorporated, ready for bid, award and construction as per APPENDIX D.
- 5.3 CONSULTANT shall provide bid phase services, as requested by the Director, through award of the contract for construction of the PROJECT, including the following:
- a. Respond to bidders' inquiries, up to three (3) days prior to the bid opening.
 - b. Prepare and distribute addenda to plans and specifications of the bid package, within the bid period, prior to the 72-hour CITY standards limitation.
 - c. Attend pre-bid meeting.
 - d. Assist in the evaluation of bids as requested by the Director.
- 5.4 Deliverables:
- Two (2) full size Bid sets of 100% Construction Document Package, stamped and signed, reproducible prints, one (1) Technical Specifications Manual, one (1) CADD CD ROM copy of the entire construction document package for use by the CITY, and one(1) Conformed Construction Documents set incorporating any changes or revisions approved through Addenda during the bidding period.

TASK #6: CONSTRUCTION ADMINISTRATION

- 6.1 CONSULTANT shall provide Construction Administration Services as set forth below.
- 6.2 CONSULTANT shall advise the Director, in writing, of any construction items that are not in conformance with the Contract Documents, including but not limited to, requirements for an Essential Services Building.
- 6.3 CONSULTANT's responsibility to provide the Construction Administration Services commences with the award of the construction contract for the PROJECT and ends at the CONSULTANT's delivery of the final documentation package.

- 6.4 Duties, responsibilities and limitations of authority of CONSULTANT under this Task 6 shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.
- 6.5 CONSULTANT shall review requests by the Contractor for additional information about the Contract Documents. CONSULTANT shall review and respond to the request within five (5) working days of receiving such request.
- 6.6 If deemed appropriate by the Director in consultation with CONSULTANT, CONSULTANT shall prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- 6.7 Upon written request of the Director, CONSULTANT shall prepare responses on the CITY's behalf concerning performance of the Contractor under the requirements of the Contract Documents. Within five (5) working days of receiving a request by the Director, CONSULTANT shall prepare a written response to such request for the CITY's review. Upon the Director's approval, CONSULTANT shall deliver the response to the Contractor.
- 6.8 Interpretations and decisions of CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.
- 6.9 CONSULTANT shall advise the CITY on claims, disputes or other matters in question between the CITY and Contractor. The Director shall make the final determination regarding all such matters.
- 6.10 CONSULTANT shall attend site meetings and review Contractor's construction set on a minimum bi-weekly basis for the duration of the Construction Administration phase and provide site observation as the Director determines is needed in consultation with CONSULTANT, or as otherwise agreed by the Director and CONSULTANT for the following conditions:

- a. To become generally familiar with and to keep the Director informed about the progress and quality of the portion of the PROJECT under construction.
 - b. To endeavor to guard the CITY against defects and deficiencies in the construction of the PROJECT.
 - c. To determine if the construction of the PROJECT is in conformance with the Contract Documents.
- 6.11 If additional site meetings might be necessary due to an unforeseen condition at the PROJECT construction, CONSULTANT shall attend meetings requested by the Director, and shall be entitled to Additional Services in accordance with EXHIBIT D.
- 6.12 CONSULTANT shall report to the Director items that may be of concern on the construction of the PROJECT, such as deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. CONSULTANT shall review partial pay requests from Contractor for accuracy as noted in the Contract Documents.
- 6.13 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.
- 6.14 SUBMITTALS:
- a. CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, and Product Data and for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. CONSULTANT's action shall be taken within a maximum of 10 working days of receipt of each submittal of the Contractor; with an additional maximum of 5 working days if SUBCONSULTANT review is required.
 - b. CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor.

- c. If in the event that professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. CONSULTANT shall be entitled to reasonably rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.15 CHANGE ORDERS:

- a. CONSULTANT shall review CITY prepared change orders for accordance with the Contract Documents. If necessary, CONSULTANT shall prepare, submit to the Director for approval, reproduce and distribute, Drawings and Specifications to describe Work to be added, deleted or modified, as provided in this Task 6.15, Paragraph b.
- b. CONSULTANT shall review and advise the CITY on requests by the CITY or Contractor for changes in the construction of the PROJECT.
- c. CONSULTANT shall make a recommendation to the Director, who may authorize, in writing, further investigation of such change. Upon such written authorization, and based upon information furnished by the Contractor, if any, CONSULTANT shall estimate the additional cost and time that might result from such change, including any additional CONSULTANT costs.
- d. CONSULTANT shall maintain all records relative to changes in the construction. Upon completion, CONSULTANT shall incorporate all modifications into record documents per Task 6.17 of this AGREEMENT.

6.16 PROJECT COMPLETION:

- a. CONSULTANT shall conduct up to three (3) site observations for the PROJECT to determine the date or dates of Substantial Completion and the date of final completion, as defined in the STANDARD SPECIFICATIONS. CONSULTANT shall receive 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.

- b. 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.
- c. 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.
- d. As directed by the Director, CONSULTANT shall receive from the Contractor and forward to the CITY:
 1. Consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment, and
 2. Affidavits, receipts, releases and waivers of liens or bonds indemnifying the CITY against liens.

6.17 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 shall review for completeness the site as-built drawings and specifications of the Contractor based upon record field Construction Documents Package maintained by Contractor during construction as noted in the Contract Documents.
- f. CONSULTANT shall incorporate addenda, change orders, Request for Information (RFI) and any other document revisions as well as as-built drawings and specifications modifications by the Contractor into a record documentation package to be provided to the CITY. The final documentation package shall be in the form of one reproducible package and one (1) copy in an electronic format compatible with CITY systems (i.e. latest version of AutoCAD and MS Word).

TASK #7: ADDITIONAL SERVICES

- 7.1 Design and Contract Administration Services beyond the following limits shall be provided by CONSULTANT as Additional Services only if such Additional Services are authorized in writing by the Director in advance:
 - a. CONSULTANT shall provide up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor as part of its basic services. CONSULTANT shall only provide additional reviews if authorized as Additional Services.
 - b. CONSULTANT shall provide a minimum of one (1) bi-weekly visit to the PROJECT site by CONSULTANT over the duration of the PROJECT construction as part of the basic services. These site visits shall include site meetings and observations of the Work to determine whether the

construction of the PROJECT is being completed in accordance with the requirements of the Contract Documents.

- c. CONSULTANT shall attend up to three (3) additional site visits for observation for any portion of the Work to determine substantial and final completion of the PROJECT, and the provision of a Punch List, which lists items not completed.

7.2 The following Design and Contract Administration Services, if requested by the Director in advance and in writing, shall be provided by CONSULTANT as Additional Services:

- a. Redesign services required by major changes in architectural design proposed by the CITY after the Design Development Package has been completed.
- b. Any other services not described in EXHIBIT B.

EXHIBIT C
SCHEDULE OF PERFORMANCE

CONSULTANT shall complete all work by January 31, 2012.

The following sets forth the distribution of CONSULTANT's Schedule of Performance for the PROJECT. The Director may approve in writing the extension of any milestone date set in this Exhibit.

<u>Task #1: Program Review by:</u>	<u>2 weeks</u> <u>after Notice</u> <u>to Proceed</u> <u>(NTP) for</u> <u>this phase</u>
<u>Task #2: Schematic Design work by:</u>	<u>2 weeks</u> <u>after Notice</u> <u>to Proceed</u> <u>(NTP) for</u> <u>this phase</u>
<u>Task #3: Design Development work by:</u>	<u>2 weeks</u> <u>after Notice</u> <u>to Proceed</u> <u>(NTP) for</u> <u>this phase</u>
<u>Task #4: Construction Documents work by:</u>	<u>7 weeks</u> <u>after Notice</u> <u>to Proceed</u> <u>(NTP) for</u> <u>this phase</u>
<u>Task #5: Bidding and Award w/conforming set work by:</u>	<u>14 weeks</u> <u>after Notice</u> <u>to Proceed</u> <u>(NTP) for</u> <u>this phase</u>
<u>Task #6: Construction Administration/Record Documents</u>	<u>Estimated</u> <u>70 weeks</u> <u>for</u> <u>contractor's</u> <u>completion</u> <u>of work and</u> <u>closeout</u>
<u>Task #7: Additional Services:</u>	<u>As requested</u>

EXHIBIT D

D-1

COMPENSATION

A. Maximum Compensation.

The CITY agrees to compensate CONSULTANT for professional services performed in accordance with the terms and conditions of this AGREEMENT. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses (if applicable), shall not exceed TWO HUNDRED FIFTY SIX THOUSAND dollars (\$256,000.00).

CONSULTANT agrees to complete all work required in Task 1 through 6 for the lump-sum amount of TWO HUNDRED SIXTEEN THOUSAND DOLLARS (\$216,000.00).

This lump-sum amount shall be full compensation for all costs and expenses incurred by the CONSULTANT in completing the work required in Task 1 through Task 6t. The City will pay this lump-sum amount as set forth in Section C & D of this exhibit.

Additional services authorized pursuant to Section "G" of this Exhibit shall not exceed FORTY THOUSAND DOLLARS (\$40,000).

B. Method of Payment

CONSULTANT shall, during the term of this AGREEMENT, invoice the CITY upon the completion of each milestone set forth below in the Payment Schedule (Schedule D below) for services performed, in completing that milestone under this AGREEMENT, (hereinafter "Invoice"). Provided CONSULTANT has completed the services covered by the Invoice in accordance with the provisions of this AGREEMENT, as determined by the Director, the CITY shall pay CONSULTANT the amount shown on the Invoice within thirty (30) working days of Director's approval of the Invoice.

The Invoice shall be based on the milestone completed, and it shall describe the topics and tasks completed during the Invoice period in accordance with the Budget Schedule

and Payment Schedule set forth below. The Invoice shall list work completed, in accordance with the Budget Schedule and Payment Schedule set forth below. The Invoice shall also show the total to be paid for the Invoice period.

C. Budget Schedule

The Budget Schedule for this AGREEMENT shall be as follows:

<u>Task Description</u>	<u>FS No. 37 Task Compensation Lump-sum amounts</u>
Task #1: Program Review	\$10,800
Task #2: Schematic Design	\$32,400
Task #3: Design Development	\$32,400
Task #4: Construction Documents	\$86,400
Task #5: Bidding and Award	\$10,800
Task #6: Construction Administration/Record Documents	\$43,200
Task #7: Additional Services (See Subsection G) Misc. Additional Services, as requested, Not to exceed	\$40,000
TOTAL:	\$256,000

CONSULTANT shall not exceed any of the specified budget amounts for any Task without prior written authorization from the Director. The Director may approve in writing the transfer of budget amounts between any of the Tasks listed above provided the total AGREEMENT amount does not exceed TWO HUNDRED FIFTY SIX THOUSAND dollars (\$256,000.00).

D. Payment Schedule

The Payment Schedule for this AGREEMENT shall be as follows:

TASK	MILESTONE	PERCENT OF TASK COMPENSATION PAID UPON COMPLETION OF MILESTONE
Task #1 – Program Review		
	a. City signed Program Approval -Report #1	100%
Task #2 – Schematic Design		
	a. Submission of Design Submittal No. 1	80%
	b. City signed Schematic Design Approval	20%
Task #3 – Design Development		
	a. Submission of Design Submittal No. 2	80%
	b. City signed Design Development Approval	20%
Task #4 – Construction Documents		
	a. Submission of Design Submittal No. 3	10%
	b. Submission of Design Submittal No. 4a (50%)	30%
	c. Submission of Design Submittal No. 4b (100%)	40%
	d. Submission of Design Submittal No. 4c (100%-Bid Set)	10%
	e. Submission of Design Submittal No. 5 (Renderings)	5%
	f. City signed Construction Document Approval	5%
Task #5 – Bidding and Award		
	a. Bid Opening	80%
	b. Execution of Signed Construction Contract by CITY	20%
Task #6 – Construction Administration		
	a. Distribution will be based on the percentage of PROJECT completion as determined by the monthly approved Application and Certificate for Payment.	80%
	b. Notice of Final Completion (CITY accepts PROJECT)	10%
	c. Submission of Final Documentation Package to CITY	10%
Task #7 – Additional Services		Paid pursuant to Subsection G below.

E. Reimbursable Expenses.

The CITY will not reimburse any expenses related to Tasks 1 through 6

F. Subconsultant Services.

CONSULTANT is directly responsible for any payment for SUBCONSULTANT work on this PROJECT. SUBCONSULTANT work on this PROJECT is included in the Budget Schedule and lump-sum amounts shown above to be paid to CONSULTANT.

G. Additional Services.

CONSULTANT shall not perform Additional Services without prior written authorization of the Director. Additional Services shall be separately negotiated to be paid on a lump sum or a time and material basis at the rates set forth herein, as authorized by the Director. The CITY has set aside the sum of \$40,000.00 for the payment of Additional Services. The CITY shall not authorize and CONSULTANT shall not perform any Additional Services that result in charges in excess of the above amount.

CONSULTANT shall submit an Invoice to the CITY for payment at the completion of authorized Additional Services. In the event Additional Services are authorized on a time and material basis, CONSULTANT shall submit Invoices for professional services in accordance with the CONSULTANT hourly rate schedule attached to this Exhibit D. Prior to the expiration of the rates shown in the EXHIBIT D-1, CONSULTANT shall provide the new hourly rate schedule with rates not to exceed 5% of the rate schedule in Exhibit D-1. New rates are subject to Director approval, once the current schedule expires. The CITY shall pay Additional Services Invoices as provided in this EXHIBIT D.

EXHIBIT D-1

CONSULTANT HOURLY RATES

Rates subject to change after December 31, 2011. To be effective, any rate changes will need to be implemented through submission to and approval by the Director.

Position	Rate
Senior/ Consulting Principal	\$200-255/HR
Principal Architect	\$160-185/HR
Associates / Project Director	\$140-175 HR
Sr. Project Architect	\$125-165/HR
Project Architect	\$110-150/HR
Project Manager	\$110-130/HR
Technical I	\$80-1155/HR
Technical II	\$65-90/HR
Technical III	\$60-78/HR
Technical IV	\$55-75/HR
Construction Administrator I	\$115-150/HR
Construction Administrator II	\$90-125/HR
Administrative I	\$70-78/HR
Administrative II	\$45-65/HR
Administrative III	\$35-50/HR
Architect's Consultants	1.2 x Cost to Architect
Reimbursable Expenses	1.1 x Cost to Architect

EXHIBIT E

INSURANCE

CONSULTANT, at CONSULTANT'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles.
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions insurance for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. **Minimum Limits of Insurance**

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions \$2,000,000 Aggregate Limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages

a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. Duration

1. Commercial General Liability and Professional Liability coverages shall be maintained continuously for a minimum of five (5) years after completion of work under this AGREEMENT.
2. If any of such coverages are written on a claims-made basis, the following requirements apply:
 - a. The policy retroactive date must precede the date work commenced under this AGREEMENT.
 - b. If the policy is cancelled or non-renewed and coverage cannot be procured with the original retroactive date, CONTRACTOR must purchase an extended reporting period equal to or greater than five (5) years after completion of work under this AGREEMENT.

F. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

G. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San Jose - Human Resources
Risk Management
200 East Santa Clara St., 2nd Floor - Wing
San Jose, CA 95113-1905

H. Subcontractors

CONSULTANT shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT F

SPECIAL PROVISIONS

A. In the performance of this Agreement:

1. Prohibition on Discrimination and Preferential Treatment.

CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

2. Compliance Reports.

If directed by the Compliance Officer of the CITY, CONSULTANT shall file, and cause any SUBCONSULTANT to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether CONSULTANT or its SUBCONSULTANT is complying with the nondiscrimination and non-preference provision of this Agreement and Chapter 4.08 of the Municipal Code.

3. Failure to Comply with Nondiscrimination Provisions.

If the Compliance Officer determines that the CONSULTANT has not complied with the nondiscrimination or non-preference provision of this Agreement, the CITY may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject CONSULTANT and/or SUBCONSULTANT to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

4. Subcontracts.

CONSULTANT shall include provisions 1 through 3, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its SUBCONSULTANTS.

5. Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this Agreement may be waived by the Compliance Officer, if the Compliance Officer determines that the CONSULTANT has its own nondiscrimination requirements or is bound in performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONSULTANT or other governmental agency are substantially the same as those imposed by the CITY.

B. Prevailing Wages.

CONSULTANT acknowledges that portions of services required by this AGREEMENT are a Public Work, subject to the provisions of Section 1771 of the California Labor Code. CONSULTANT shall pay, or cause to be paid, prevailing wages, as set forth in California Labor Code Section 1770 et. eq., for all labor performed to facilitate the professional services provided under this AGREEMENT, including but not limited to, inspection, surveying, drilling, trenching and excavation. CONSULTANT shall include in all agreements for such labor, a requirement that the employer provide all workers with written notice that prevailing wages apply.

CONSULTANT shall maintain, or cause to be maintained, all records documenting the payment of prevailing wages as required by the State prevailing wage Law. Consultant shall maintain these records for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT under this AGREEMENT. CONSULTANT shall provide to the CITY, at no cost to the CITY, a copy of such records within ten (10) working days of a request for such records by CITY's Office of Equality Assurance.

CONSULTANT expressly agrees that compensation agreed to between the parties includes all payments necessary to meet State prevailing wage law requirements. CONSULTANT shall indemnify the CITY for any claims, costs or expenses which the CITY incurs as a result of CONSULTANT's failure to pay, or cause to be paid, prevailing wages.

APPENDIX A: TASK 1, Program Review

General:

- A. **Purpose:** To describe the content of topics to be decided during the Program Review submittals to the CITY during and at the conclusion of this phase of the project.
- B. **Content:** The content of other Task/Phase submittals is affected by deletion of items from, or items added to, this phase.
- C. CONSULTANT's deliverables include but are not limited to this checklist's items/topics during the Program Review Phase. This APPENDIX shall be used as a guideline for performance of the professional services in this Agreement and shall not reduce the CONSULTANT's responsibilities as identified in Exhibit B or elsewhere in the Agreement. In the event of any conflict with Exhibit B, the Exhibit B supercedes this Appendix.

Related Appendix/Sections:

- A. APPENDIX B: Schematic Design Submittal Checklist
- B. All other Schematic Design Phase subsections.

Submittal Format:

Report #1 shall be submitted on min. 11"X17" and max. 30"x 42" for plans and 8.5"x11" double sided for outline specifications/reports.

- A. CONSULTANT to submit two (2) sets of plans and reports.

Site Analysis Review - Submittal Checklist (Report #1):

- A. PREREQUISITE ITEMS:
 - 1. Review of City provided Guidelines and other Program Documents.
 - 2. Review of City Municipal Code, Zoning Regulations & adopted model codes.
 - 3. Completion of Site Topological, on & off site Utility Survey.
 - 4. Review of Environmental Impact Report (EIR).
 - 5. Review of Geotechnical Investigation Report.
- B. REQUIREMENTS:
 - a. Site Analysis Review including:
 - i. **Site Location Maps** (provided by the CITY):
 - 1. Regional
 - 2. Local
 - ii. **Site Analysis** per Survey provided by the CITY, based on the Topological and Utility Surveys shall include at a minimum the following items:
 - 1. Graphic Information :
 - 1-a Property line, area & topography (slopes, drainage)
 - 1-b Setbacks & right-of-ways, Covenants and Restrictions

1-c Geotechnical Investigation Report

2. Utilities & Services: (on & off site / underground & overhead)
 - 2-a Sewer, storm, water, gas, electric & telephone/cable
 - 2-b. Garbage & solid waste
 - 2-c. Fire protection
 - 2-d. Delivery & maintenance
3. Flood control & water features (Flood Zone Info)
4. Trees survey (including diameter, height, canopy drip-lines & species)
5. Existing structures (on site & adjacent within 100' of property line)
6. Traffic and existing roads & trails (Vehicular & Pedestrian / on-site & adjacent)
7. Views, prevailing winds, noise, vibration, odors, sun path.
8. Site photos:
 - 8-a. Aerial
 - 8-b. Eye level view from and to site boundaries
 - 8-c. Adjacent building & street view photos
9. Special conditions.
- 10 Written Data (on drawings or in report form):
 - 10-a. Zoning Type
 - 10-b. Allowable building footprint area & site Floor Area Ratio (FAR) %
 - 10-c. Number of stories & height limits (per zoning ordinance)
 - 10-d. Existing parking & vehicular circulation area & site %
 - 10-e. Existing landscape area & site %
 - 10-f. Miscellaneous code & zoning data, government jurisdictions, permitting agencies (i.e. FAA restrictions, Riparian Corridor, HAZMAT, etc)
11. Descriptions of site-specific characteristics:
 - 11-a. Adjoining land uses (of adjacent parcels within 500 ft of property lines)
 - 11-b. Historical and anthropological info (if any)

-- END OF APPENDIX A --

APPENDIX B: TASK 2, 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. 1 corresponds to 100% complete Schematic Design Documents.
- C. CONSULTANT's deliverables include but are not limited to this checklist's items/topics during the Schematic Design Phase. This APPENDIX shall be used as a guideline for performance of the professional services in this Agreement and shall not reduce the CONSULTANT's responsibilities as identified in Exhibit B or elsewhere in this agreement. In the event of any conflict with Exhibit B, the Exhibit B supersedes this Appendix.

Related Appendices:

- A. APPENDIX A: Program Review Report #1
- B. APPENDIX C: Design Development Submittal Checklist

Submittal Format:

Design-Submittal No. 1 shall be on min. 11"x17" and max. 30"x42" for plans

- A. (1) - full size drawing sets & (2) - ½ size drawing sets (15" x 21") for each Design-Submittal or as directed by the CITY.
- B. Schematic Design Estimate of Probable Construction Cost based on the 100% completed Schematic Design package.
- C. Preliminary Code Compliance Review

Schematic Design Submittal Checklist (Design-Submittal No. 1):

- A. PREREQUISITE ITEMS:
 - 1. Approval of Program Review Report #1 Phase (Report #1) by the CITY, including 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. 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 required, such as acoustical, food service, vibration, noise, 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*)
 - j. Define non-structural and structural "Essential Service Facilities" strategies.
- 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:
1. 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.)
 2. Roadways, Sidewalks, and Walkways. Preliminary horizontal layout only.
 3. Written statement of proposed design.
- D. LANDSCAPING drawings and written statement shall include:
1. Schematic Plan & Sections (showing existing & new planting, fencing, walls and hardscape) (Recommended Min. Scale 1" = 30')
 2. Irrigation System description – identify deviations (if any) from CITY standards.
 3. Written statement of proposed design.
- E. STRUCTURAL written statement shall include:
1. System selection finalized.
 - a) Foundation.
 - b) Bay size and story heights.
 - c) Type of construction.
 2. Identify special areas based on preliminary information.
 3. Review of completed soils report & verification of compliance of Structural systems.
 4. Written statement of proposed design, address "Essential Services Building" requirements.
- F. MECHANICAL (HVAC) written statement shall include:
1. System selection proposed.
 2. Identify special areas and heights based on preliminary information. (i.e., Mechanical Rooms, Penthouses, etc.)
 3. Preliminary building load calculations for rough sizing of equipment.
 4. Written statement of proposed design.

G. PLUMBING/PROCESS PIPING written statement shall include:

1. System selection proposed.
2. Special areas identified based on preliminary information.
3. Written statement of proposed design.

H. ELECTRICAL written statement shall include:

1. *Systems Selection:*
 - a. *Power - Conceptual single line diagram.*
2. *Identify special Areas and sized (i.e., Elec. Equipment Rooms, Telephone/ Communication Rooms, transformer pad and locations, etc.)*
3. *Probable pre-ordered equipment identified.*
4. Written statement of proposed design.

I. LOW VOLTAGE written statement shall include:

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. Written statement of proposed design.

-- END OF APPENDIX B --

APPENDIX C: TASK 3, 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. Content: Design-Submittal No. 2 corresponds to 100% completed Design Development (DD) Documents.
- C. CONSULTANT's deliverables include but are not limited to this checklist's items/topics during the Schematic Design Phase. This APPENDIX shall be used as a guideline for performance of the professional services in this Agreement and shall not reduce the CONSULTANT's responsibilities as identified in Exhibit B or elsewhere in this agreement. In the event of any conflict with Exhibit B, the Exhibit B supersedes this Appendix.

Related Appendices:

- A. APPENDIX B: Schematic Design Submittal Checklist
- B. APPENDIX D: Contract Document Submittal Checklist

Submittal Format:

Design-Submittal No. 2 shall be submitted on min. 15"x 21" and max. 30"x 42" for plans and 8.5"x11" double sided for Technical Specification Manual.

- A. (1) - Full size drawing sets & (1) - ½ size drawing sets (15"x 21") for the Design-Submittal or as Directed by the CITY.
- B. Design Development Estimate of Probable Construction Cost based on the 100% completed Design Development package.

Design Development Submittal Checklist (Design-Submittal No. 2):

- 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
 8. Define "Essential Services Building" system requirements.

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 (3) 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, address "Essential Services Building" compliance.

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).

-- END OF APPENDIX C --

APPENDIX D:**TASK 4, Contract Documents****TASK 5, 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. **Content:** Design-Submittal Nos. 4a, 4b, and 4c correspond to 50% and 100% Construction Documents and Bid Package as defined below. Design-Submittal No. 5 corresponds to the Renderings one (1) interior finishes and color and (1) exterior finishes, landscaping, etc.
- C. CONSULTANT's deliverables include but are not limited to this checklist's items/topics during the Construction Documents Phase. This APPENDIX shall be used as a guideline for performance of the professional services in this Agreement and shall not reduce the CONSULTANT's responsibilities as identified in Exhibit B or elsewhere in this agreement. In the event of any conflict with Exhibit B, the Exhibit B supersedes this Appendix.

Related Appendices/Sections:

- A. APPENDIX C: Design Development Submittal Checklist.
- B. All other Contract Documents and Bid Phase subsections.

Submittal Format:

Design-Submittal Nos. 4a, 4b and 4c shall be submitted on min. 15" x 21" and max. 24"x 36" for plans and 8.5"x11" double sided for Technical Specifications Manual.

Reproducible prints of all plans will be included with Design-Submittal No. 4b.
 (1) - Full size drawing sets & (1) - ½ size drawing sets (15" x 21") for each Design-Submittal or as directed by the CITY.

CONSULTANT shall submit one (1) CD-ROM disk set containing all drawing CADD files with final 100% Bid package documents for use by the CITY.

CONSULTANT shall include detailed technical specifications manual from all disciplines. The specifications shall be prepared on *MS Word* in Arial font @ 11pts. Submit one (1) hardcopy and one (1) PC-Compatible 3 1/2" disk and/or CD-ROM for all Design-submittals and final 100% bid package.

Construction Cost Estimate at each Design Submittal (Design-Submittal No.4a, 4b and 4c)

50% Construction Document Submittal Checklist (Design-Submittal No. 4a)

A. PRE-SUBMITTAL CHECKLIST

1. Address all CITY comments on Design Development Package (Design-Submittal No. 2) 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).
4. Verify inclusion of all "Essential Services Building" structural and non-structural requirements.
5. Provide Renderings, Design-Submittal No. 5, one (1) interior finishes and color palette and one (1) exterior finishes, landscaping, etc. 24" x 36" each.

B. 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. Roof drains and overflow drains (coordination. Plumbing calculations. 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. Kitchen, Toilet core/shower/locker room layouts (*as applicable*)
16. Reflected Ceiling Plans - Final Layouts
 - a. Lighting
 - b. Exit signs (ceiling and wall mounted).
 - c. Diffusers
17. Tile types with legend.
 - a. All walls penetrating ceiling
 - b. Draft stop locations, *if required*.
 - c. Fire sprinkler heads, if appropriate.
 - d. Speakers
 - e. All edge of deck conditions.
17. Coordinated plans showing all systems of all disciplines in the same plane and review conflicts.
18. All equipment specified requiring electrical connections to electrical. (Electrical design to be based on this information).
19. Technical Specifications Manual.

C. 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.

D. 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.

E. 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 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. Structural details.
6. Technical Specifications Manual.

F. 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.

G. 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
 - Size and locate all utilities (on and off-site)
 - 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.

H. ELECTRICAL:

1. Site Plan
 - Distribution system. Power and telephone. High and low voltage
 - Manhole or vault requirement - layout
 - Site lighting
 - Utility runs and connections to off-site.
2. Floor Plans (locate but no circuits):
 - Lighting - including night lighting & emergency lighting
 - Power plans including under floor system. Diagrammatic wiring layout.
 - Misc. systems plans, P.A., F.A., Security
3. Fixture list
4. Equipment room layouts and pad requirements, working toward final.
5. All heat producing equipment data to Mechanical.
6. Technical Specifications Manual.

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. Technical Specifications Manual.

J. FIRE PROTECTION:

1. Site Plan:
 - a. Main location and entry to building
 - b. PIV, FHC, FEC, locations and detail
2. Floor Plan
 - a. Head locations within typical bays, core area & special areas
 - b. Finalize mounting heights of main and cross mains
 - c. 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.

100% Construction Document Submittal Checklist (Design-Submittal No. 4b)

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. 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

100% Construction Bid Documents Package Checklist (Design-Submittal No. 4c)

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 Laboratory
 - b. Soils Testing Laboratory
 - c. On-Site Representative
 - d. Special inspection/testing.

- B. REQUIREMENTS - Submittal Checklist Design-Submittal No. 4b (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)

-- END OF APPENDIX D --