

**Council Meeting: April 8, 2008**

SUBJECT: Award of Request for Proposals No. F0708-24 for Long Range Facilities Planning Services and Approval of Budget Modification No. 46

REPORT IN BRIEF

Approval is requested for the award of a contract in the amount of \$195,880 to Carter Goble Associates, Inc., of Columbia, South Carolina, to provide long range facilities planning services for the Office of the City Manager. Approval is also requested for Budget Modification No. 46 to appropriate Infrastructure Fund reserves to fund this project.

BACKGROUND

City staff began reviewing the City's facilities needs in 2000 with a Citywide Space Study that projected staff growth through 2010, provided guidelines for identifying space needs for various staff functions, identified adjacency requirements and preferences and projected Citywide facilities needs through 2010 at a variety of City-owned locations.

In 2001, the Citywide Space Study was followed by a technical Civic Center Redevelopment Feasibility Study. This study focused on four main buildings (City Hall, Library, Public Safety and the County Courthouse) and included a market analysis for the private use of the Civic Center site; the financial parameters of land value for various market-based prototypes; an initial site plan to determine highest and best uses of the property; a financial feasibility analysis to project income to the City and the percentage of costs supportable by private uses; and a review of traffic capacity.

Continued exploration of City facilities needs and possible scenarios for addressing those needs were put on hold in 2002 as the City dealt with the declining economic conditions resulting from Silicon Valley's dotcom bust.

The City Manager apprised Council of plans to review the condition and path forward for the City's corporate facilities in her FY 2006/07 budget transmittal letter. She noted that a facilities review was needed in light of the deterioration and functional obsolescence of the Civic Center Complex and Corporation Yard to determine if rebuilding or rehabilitation was appropriate, and when this effort should be scheduled.

EXISTING POLICY

The Fiscal Sub-element of the General Plan contains several policies related to infrastructure in section 7.1C Capital Improvement Policies:

C.1.3 High priority should be given to replacing capital improvements prior to the time that they have deteriorated to the point where they are hazardous, incur high maintenance costs, negatively affect property values, or no longer serve their intended purposes.

C.1.5 Priority will be given to the repair and replacement of existing infrastructure as compared to the provision of new or expanded facilities.

C.1.6 The decision on whether to repair or to replace an existing capital asset will be based on which alternative is most cost effective or provides the best value to the City.

DISCUSSION

Development of a long range strategic plan for City facilities will maximize the City's use of land and facilities assets, support the City's stewardship responsibilities, and ensure facilities utilization at the highest and best use. A long range plan will also provide a strategic framework for future decision making and planning for facilities management, optimizing available resources to support the City's service objectives.

Specifically, this plan will:

- Determine the City's facilities needs (excluding the Library, Water Pollution Control Plant, and Smart Station) over the next twenty years, given anticipated changes in population, City services, etc.;
- Determine whether current facilities will meet projected needs;
- Identify appropriate site locations for City facilities, including best use of current land and building assets;
- Identify whether additional property and/or facilities will be required, or if surplus property is identified, appropriate disposition;
- Identify and recommend policy issues as appropriate to aid the City in managing its land and facilities portfolio.

In May 2007, Request for Proposals (RFP) No. F0604-96 was issued, seeking proposals from qualified consulting firms to assist the City in identifying its facility needs over the next twenty years and developing a plan for meeting those needs. The RFP process was selected because, unlike an Invitation for

Bids, it allows for consideration of factors in addition to cost during proposal evaluation.

In spite of extensive advertising of the contract opportunity, only one responsive proposal was received. In August 2007, Council rejected the sole proposal and authorized staff to re-issue the RFP to encourage more competition for the project (RTC 07-275). Staff determined that written proposals would be evaluated based upon the following criteria:

- Adherence to RFP requirements.
- Depth of project team's experience and its relevance to the project.
- Proposer's understanding of project requirements.
- Proposed methodology and management plan for the project.
- Proposed timeline for completion of services.
- Total cost to the City.

Shortly thereafter, RFP No. F0708-24 was re-issued and sent to firms known to have participated in similar studies. In addition, the RFP was advertised on the City's website and notification of the project was distributed to other potential firms through the Onvia DemandStar public procurement network. Six proposals were received in response to this second solicitation:

Proposer

Anderson Brule Architects of San Jose, CA
Carter Goble Associates, Inc., of Columbia, SC
CresaPartners of Los Angeles, CA
FM Solutions of Phoenix, AZ
Staubach Company of Palo Alto, CA
Steinberg Architects of San Jose, CA

An evaluation team made up of representatives of the Office of the City Manager, Community Development, Public Works, Parks and Recreation, and Finance reviewed the written proposals against the RFP criteria and invited three proposers to make oral presentations. At the conclusion of this process, staff unanimously determined that the proposal submitted by Carter Goble Associates, Inc. offers the best value to the City. Carter Goble offers significant depth of experience with local government facilities planning projects, broad expertise in relevant project areas, and a strong record of timeliness, quality, and customer service for similar types of completed projects.

Ironically, Carter Goble was the firm who submitted the only responsive proposal to the City's first solicitation for this project. With no other proposals

for comparison, staff believed their proposed cost was excessive. Project costs proposed by the six firms who responded to the second solicitation ranged from \$175,649 to \$398,500. Staff, therefore, now has sufficient information to determine that the \$195,880 proposed by Carter Goble is a reasonable cost for the required services.

FISCAL IMPACT

Total cost to the City will not exceed \$195,880, including expenses. Funds are available from the Infrastructure Fund – General Sub-fund reserves. Through the project carryover process, \$1.6 million was returned to fund balance from projects being completed either under budget or ahead of schedule, receiving higher than anticipated revenues or being closed because they are no longer needed. Because this strategic plan will inform the City’s infrastructure planning and resource needs, this project is an appropriate use for these funds.

Budget Modification No. 46 is being proposed to establish a new capital project, Long Range Strategic Plan for City Facilities, and appropriate \$195,880 from the Infrastructure Fund Reserve to fund the project.

**Budget Modification No. 46
 FY 2007/2008**

	<u>Current</u>	<u>Increase (Decrease)</u>	<u>Revised</u>
Infrastructure Fund – General Sub-fund			
<u>Expenditures:</u>			
New Project – Long Range Strategic Plan for City Facilities	\$0	\$195,880	\$195,880
<u>Reserves:</u>			
Infrastructure Reserve	\$11,621,200	(\$195,880)	\$11,425,320

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center, and Department of Public Safety, posting the agenda and report on the City’s web site, and making the report available at the Library and the Office of the City Clerk.

ALTERNATIVES

1. Council awards a contract to Carter Goble Associates, Inc., in substantially the same form as the attached draft and in an amount not to exceed \$195,880, to provide long range facilities planning services and approve Budget Modification No. 46.
2. Council does not award a contract to Carter Goble Associates, Inc.
3. Other direction as provided by Council.

RECOMMENDATION

Staff recommends Alternative #1, Council awards a contract to Carter Goble Associates, Inc., in substantially the same form as the attached draft and in an amount not to exceed \$195,880, to provide long range facilities planning services and approve Budget Modification No. 46.

Reviewed by:

Robert Walker, Assistant City Manager
Prepared by: Coryn Campbell, Assistant to the City Manager

Reviewed by:

Mary J. Bradley
Director of Finance

Approved by:

Amy Chan
City Manager

Attachment

- A. Draft Consultant Services Agreement

**CONSULTANT SERVICES AGREEMENT
BETWEEN
THE CITY OF SUNNYVALE
AND
CARTER GOBLE ASSOCIATES, INC.
FOR
LONG RANGE FACILITIES PLANNING**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation (CITY), and CARTER GOBLE ASSOCIATES, INC., a South Carolina corporation, (CONSULTANT).

WHEREAS, CITY is in need of specialized services for LONG RANGE FACILITIES PLANNING; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT will provide services in accordance with Exhibit A – SCOPE OF WORK, attached and incorporated herein by reference. CONSULTANT will determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement will be from contract date through January 31 2009, unless otherwise terminated. Extensions of time may be granted by the CITY Manager upon a showing of good cause.

3. Duties of City

CITY will furnish to CONSULTANT any documents or information it has available and which is required by CONSULTANT for the performance of its duties. CONSULTANT will return all such materials to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT at the compensation shown in Exhibit B – PROJECT COSTS, attached and incorporated herein by reference. Total compensation shall not exceed \$195,880. CITY will pay consultant in accordance with the schedule shown in Exhibit B – PROJECT COSTS.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT'S working papers, drawings, and other documents during progress of the work. All documents of any description prepared by CONSULTANT will become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement, CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

7. Confidential Information

CONSULTANT will maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT will not discriminate against, or engage in the harassment of, any CITY employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT'S employment practices and to all of CONSULTANT'S activities as a provider of services to the CITY.
- (b) CONSULTANT will comply with all federal, state and CITY laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT will indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in Exhibit A, caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

11. Insurance

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

12. CITY Representative

Coryn Campbell, Assistant to the CITY Manager, as the CITY Manager's authorized representative, will represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement will be coordinated through the CITY representative.

13. CONSULTANT Representative

Chloe Jaco, Senior Associate, will represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement will be in writing, and must be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Coryn Campbell, Assistant to the CITY Manager
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707
Telephone 408.730-7475

To CONSULTANT: Chloe Jaco, Senior Associate
CARTER GOBLE ASSOCIATES, INC.
1619 Sumter Street
Columbia SC 29201
Telephone 803.765.2833
Fax 803.779.8518

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services

performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

APPROVED AS TO FORM:

By _____ By _____
City Clerk City Attorney

CITY:

CONSULTANT:

Amy Chan
City Manager
City of Sunnyvale

By _____
Signature

Name and Title

By _____

Name and Title

EXHIBIT A

SCOPE OF SERVICES

Project Approach

The proposed work tasks, which address all six components of the CITY'S Scope of Services, are divided into the following four phases:

- ❖ Needs Assessment will analyze the current operational and functional conditions and project the future personnel and resulting space needs for each department or agency of the CITY government;
- ❖ Facilities Evaluation will assess the existing facilities' conditions, the feasibility to correct operational/functional deficiencies, and the capacity and feasibility to expand;
- ❖ Development Options Analysis will define alternative expansion, renovation, new facility, and location options; and
- ❖ Space Utilization Recommendations with concept plans, preliminary general cost estimates, and a phasing schedule for a 20-year master space plan.

Detailed task descriptions for each phase are presented in the following sections.

PHASE I – NEEDS ASSESSMENT

Task 1.1: Confirm Project Goals, Conditions, and Priorities

The CONSULTANT proposes that a CITY Project Committee be established to help guide the study, assure consideration of all local concerns and priorities, and become an advocate for the plan's adoption. With this initial meeting, the CITY and the CONSULTANT will finalize the study work plan, schedule, and participatory arrangements. Protocols will be established for the continued involvement of the Project Committee, CITY staff, any other governmental committees as required for status reporting, reviews, and presentations.

The CONSULTANT will review previous studies and other materials considered relevant to the project. Also a separate workshop will be held immediately after the "kick-off" meeting with the client and Project Committee to brief all CITY agency/department heads on the study, the level of support required, and the survey instrument.

Task 1.2: Survey Departments and Agencies

The CONSULTANT will prepare a department survey instrument. Ideally, the survey instrument will be prepared prior to the Task 1.2 "kick-off" meetings and made available as part of the initial meeting. Data to be requested through the survey instrument include:

- Departmental mission and function;
- Identification of key workload and service demand indicators;

- 10 years of historic staff counts;
- 10 years of workload indicators;
- Functional space relationships and adjacencies both internally and to other departments;
- Current space allocations and unmet space needs;
- Equipment with significant impact on space needs;
- Use of automation and special communication systems;
- Data/record storage practices and requirements;
- Relationship to general public access and visitation;
- Parking needs and traffic generation characteristics; and
- Staff opinions about functional space problems and deficiencies.

After issuing the survey instrument, the CONSULTANT will schedule interviews with department heads included in the study. Upon completion of all surveys and interviews, the CONSULTANT will prepare a narrative description of each department's existing conditions, functional characteristics, issues, and data relevant to developing personnel and space needs projections. These descriptions will help identify: (1) location or co-location issues; (2) critical adjacencies; (3) understanding historic growth trends and key growth factors; and (4) the need for and feasibility of satellite versus centralized operations.

Task 1.3: Identify Applicable Space Planning Standards

Applicable industry, state, and/or local space standards will be reviewed and used as a benchmark to assess current office, equipment, and parking space utilization. Attention will be given to the potential space impact of new technology enhancements and the provision of automated services.

Based on public and private practice and the CONSULTANT'S professional planning experience, recommended space standards for administrative office, support space, public areas and circulation, equipment and storage unit sizes, and parking will be provided.

For a master space plan, the size of an individual office or area is not as important as the space-per-person or space-per-equipment allocation standard used to determine total department space needs. Based on the recommended net square foot space standards and the type of department (staff versus equipment driven), the CONSULTANT will recommend a space-per-unit (staff or equipment) allocation standard, expressed as department gross square foot (DGSF) per staff, for each department.

Task 1.4: Project Future Personnel Levels

Using data obtained from the completed survey instruments and detailed interviews, the CONSULTANT will prepare a forecast of future personnel requirements for each staff-driven department. The projections will quantify changes in personnel in five-year

increments up to 20 years. The personnel projections will consider official CITY population forecasts, historic trends, and agency-specific workload factors indicative of the functions performed. Recommended projections will be reviewed with the CITY Project Team and each department head to assure reasonableness and acceptability prior to utilization in the preparation of space needs projections.

For departments that are not staff-driven, the CONSULTANT will identify the impacting growth factors and project the unit need in five year increments for 20 years.

Task 1.5: Project Future Space Needs

Using the unit projection (staff or other) and recommended department space standard (DGSF/unit), the CONSULTANT will calculate total DGSF required for each department in five year increments for 20 years. In addition, a calculation will be made to estimate the total building space needed or building gross square feet (BGSF). This calculation will allow the development of building footprint sizes and vertical stacking estimates and the testing of alternate development concepts in Phase Three.

Task 1.6: Prepare Interim Report

The results and findings for the work tasks completed in the Phase 1 Needs Assessment will be compiled into an interim report.

Deliverables from Phase 1 include:

- Department Profiles
- Existing Space Needs Analysis
- Space Standard Recommendations
- Future Personnel Projections, and
- Future Space Needs Projections

A review workshop will be conducted at the end of Phase 2 to review the results of Phase 1 and 2 interim reports.

PHASE II – FACILITIES EVALUATION

Task 2.1: Conduct Facilities and Sites Inventory

The assessment of existing facility conditions (Phase 2) will commence and be completed at the same time as the Phase 1 Needs Assessment. While the departmental surveys and interviews are being conducted during Phase 1, the CONSULTANT will also proceed with the compilation of a facilities capacity and conditions inventory and assessment. The CONSULTANT will require a complete building and site inventory to be provided by the CITY. The inventory will need to specify acreage, current use, total net interior useable

square footage, total building square footage, and ownership/leasehold conditions at a minimum. If information gaps exist for any building, a set of record drawings will be needed to enable the CONSULTANT to complete the inventory.

Task 2.2: Assess Facilities Conditions and Potentials

The CONSULTANT will meet with the CITY Engineer or Facilities Director to discuss existing building conditions from the CITY’S perspective. A review of the current space utilization for each CITY building by department will be completed.

The CONSULTANT will conduct an on-site tour of each CITY facility included in the project to determine each building’s general exterior and interior condition and space suitability. Each facility and site will be evaluated for:

- ability to accommodate existing and projected department and parking space needs;
- support of efficient and effective departmental operations and functions;
- image and historical significance;
- general building conditions; and
- expansion and/or renovation suitability;

Public and staff access and safety will be a key element in the assessment.

Based on the January 8th, 2007, *List of CITY-owned Properties* (Attachment F of the RFP), the following facilities to exclude the water pollution control plant have been identified for inclusion in the project.

<p><u>CIVIC CENTER BUILDINGS</u> City Hall City Hall Annex Main Library South Annex Fuel Building Sunnyvale Office Center Garden Center Conf. Room</p> <p><u>CORPORATE YARD BUILDINGS</u> Warehouse and Stores Maint. Garage & Warehouse Administration Building Evidence Storage Building Nursery Building Corporation Yard Annex</p>	<p><u>COMMUNITY CENTERS</u> Recreation Center Sports Center Performing Arts Center Creative Arts Center Arboretum Arboretum Work Center Maintenance Building New Senior Center</p> <p><u>PARKS</u> Braly Park Columbia Park and Pool Buildings De Anza Park Fair Oaks Park Lakewood Park</p>
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<p><u>PUBLIC SAFETY BUILDINGS</u> Comm. tower DPS Building Public Safety Building Fire Station #1 Fire Station #2 Fire Station #2 Tower Fire Station #3 Fire Station #4 Fire Station #5 Fire Station #6</p>	<p>Las Palmas Park Buildings Ortega Park Building Pondersoa Park Building Raynor Center Raynor Park Baylands Park Office Rec Building Serra Park Washington Park</p> <p><u>GOLF COURSES</u> Sunken Garden Sunnyvale Municipal Golf Course</p> <p><u>TENNIS CENTERS</u> Sunnyvale Tennis Center</p>
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CONSULTANT will utilize any existing plans (electronic or hard) readily available by the CITY to assist in evaluating and calculating existing space. For those facilities without any plans, an estimate of building size and usable square feet will be determined based on the physical site visit.

Task 2.3: Prepare Interim Report and Conduct Review Workshop

An interim report to include the findings and recommendations from Phase 2 will be prepared and presented in an interim report.

Phase 2 deliverables include:

- Current Space Utilization,
- Expansion/Renovation Potential,
- Owned/Leased Inventory, and
- Recommended Future Space Use.

A workshop will be conducted with the CITY to review the results of the Phase 1 and Phase 2 interim reports. The workshop will provide department managers and key CITY stakeholders the opportunity to present and discuss any concerns about the findings and recommendations from the needs and facility assessments.

PHASE III – DEVELOPMENT OPTIONS ANALYSIS

Task 3.1: Define Space Development Options

The CONSULTANT will analyze different options for the consolidation, relocation, and reconfiguration of space within existing CITY-owned or leased properties based upon both current and long-term projected need. The potential for both renovations/additions as well

as the need for totally new buildings to meet the CITY'S projected future space needs will be considered. As part of this task, recommendations will be provided for the potential re-use of any vacated building (sale, lease, redevelop as a public facility, etc.).

Departmental location options and the delivery of services to CITY residents in relation to projected CITY growth and land development trends will be considered. For example, the CITY may have adopted a land development growth policy plan or land use plan that may affect service delivery development options.

In addition to written narrative, concept diagrams will be used if appropriate to help describe each option evaluated. The pros and cons of each option will be summarized in an interim report at the end of Phase 3. The objective will be to develop consensus on the most effective and efficient means to deliver necessary services to the residents of the CITY in a fiscally responsible manner.

Task 3.2: Evaluate Site Options

For options that recommend new construction, the CONSULTANT will review the CITY'S land and available site inventory for parcels of suitable size and location. Using site assessment data provided by the CITY (estimated costs to build or renovate; safety regulations or building code issues; etc.), the CONSULTANT will rank and evaluate the sites based on location, safety, accessibility, and code compliance requirements.

Task 3.3: Prepare Options Analysis Report and Conduct Workshop

An interim report of Phase 3 findings and recommendations will be prepared.

Phase 3 deliverables include:

- Highest & Best Use Assessment
- Reconfiguration Opportunities
- Location/Functional Relationships
- Site Recommendations, and
- Parking Capacity Needs

A review workshop will be conducted with the CITY to discuss and review the options and to identify the preferred immediate and long-term strategy to serve as the basis for the space utilization plan in Phase 4. Note, the CONSULTANT will advise and assist the CITY on policy decisions that arise from the space planning and options analysis.

PHASE IV – STRATEGIC PLAN RECOMMENDATIONS

Task 4.1: Formulate Long Range Space Needs Master Plan

Based on the results of the workshop at the end of Phase 3, the preferred immediate and long-term space options will be identified and developed in final detail for adoption. Narratives, tables, and figures will be used as appropriate.

Task 4.2: Develop Preliminary Cost Estimates & Implementation Schedule

Preliminary order of magnitude project cost estimates will be prepared in present value dollars for all elements of the recommended master space plan. The projected square footage needs will be used with cost per square foot estimators adjusted to the most recent available local or regional construction cost index. The construction cost present value estimates will have a project cost additive of 20% to 35% depending on building type, and remodeling/expansion versus new construction options. The additive will be set to approximate all probable professional fees, FF&E, testing, permits, and a design and construction contingency.

If land acquisition is involved, the CONSULTANT will rely on CITY staff for providing a land purchase estimate and any major site improvement costs. Based on the projected space needs schedule for the 20-year planning period, an implementation phasing schedule will be developed.

Task 4.3: Prepare Draft Final Report and Presentations

The CONSULTANT'S final project report will incorporate the interim reports from Phases 1 through 3 along with the Space Utilization Strategic Plan developed in Phase 4 as a single bound Draft Final Report document. The Draft Final Report deliverables include:

- Master Plan Recommendations;
- Preliminary Cost Estimates; and
- Phased Implementation Schedule

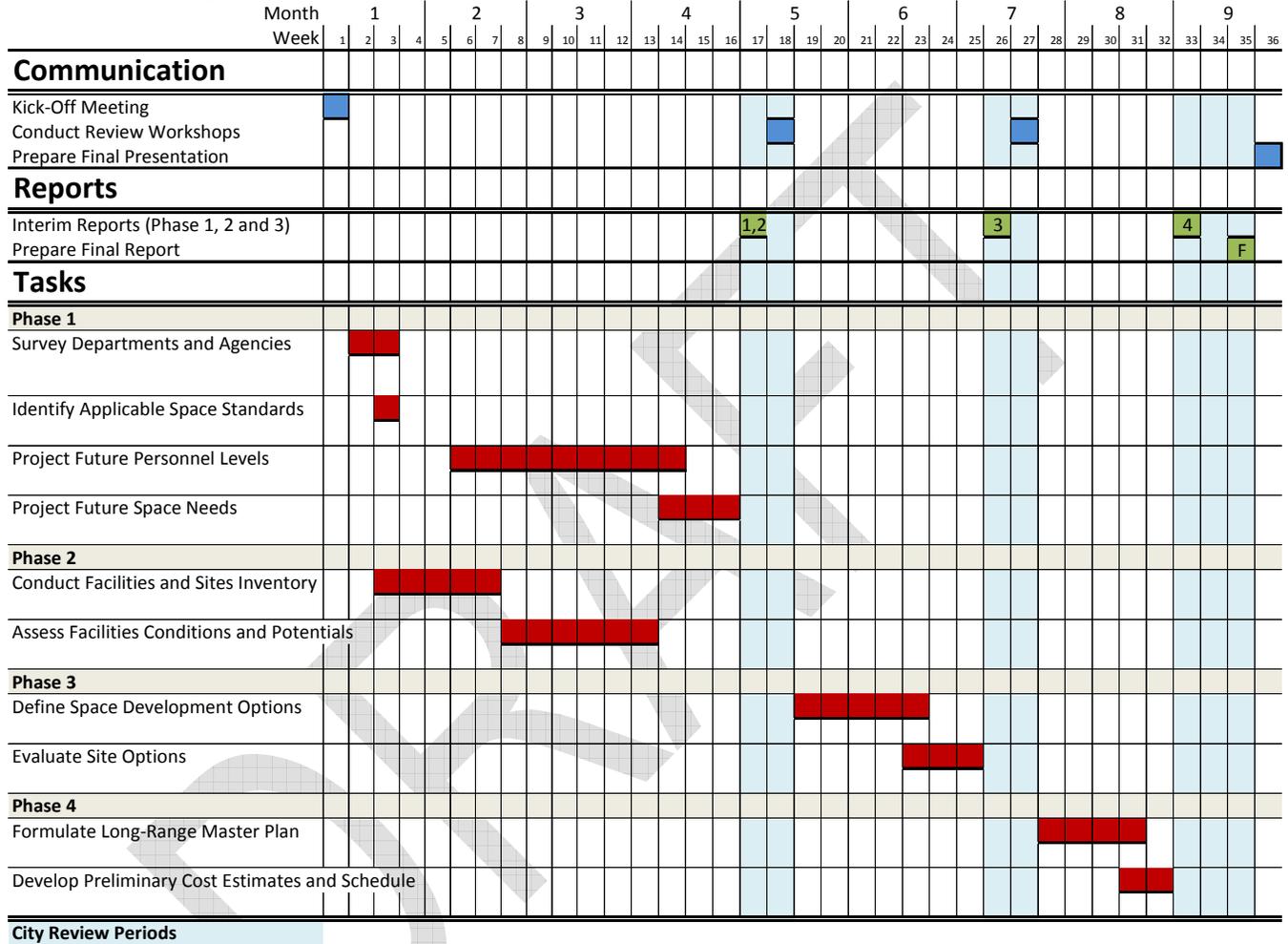
Ten bound copies and one unbound copy of the Draft Final Report will be provided for review by the CITY. Depending on the desire of the CITY, the final formal presentations will be made either after the submission of the Draft Final Report or after the submission of the Final Report

Task 4.4: Prepare Final Report and Presentations

Based on comments and edits received from the CITY'S review of the Draft Final Report, the Final Report Facilities Plan will be prepared. Ten bound copies, one unbound copy, and an electronic Microsoft Word version of the Final Report will be provided to the CITY.

Project Schedule

Sunnyvale Long-Range Facilities Planning Project Schedule



NOTE: The CONSULTANT will be responsible for the production of all graphics, handouts, and other materials necessary for meetings, workshops, presentations, etc.

EXHIBIT B

PROJECT COSTS

CONSULTANT will provide all services specified herein for a total inclusive fee of **\$195,880**. This fixed price contract includes all labor and reimbursable expenses to conduct the study.

CONSULTANT will bill the CITY based on completion and deliverable of the project by the Phases identified below. The CITY will pay CONSULTANT upon satisfactory completion of each phase and within thirty (30) days of receipt of an accurate, itemized invoice.

The Long Range Facility Plan consists of Phases 1 through 4 at the following costs:

Phase 1:	\$74,320
Phase 2:	\$47,280
Phase 3:	\$35,520
Phase 4:	\$38,760

Again, this fixed price contract includes all labor and reimbursable expenses to conduct the study and CONSULTANT will bill the CITY based on completion of milestones and deliverables of the project.

The following table identifies the person trips and days on site associated with each phase of the Long Range Facilities Plan, as described in the Scope of Services. For example, Phase 1 will include an on-site visit by 4 persons spending a combined minimum total of 10 days on-site. Note, the person trips and days on-site identified under Phase 1 also include the field trips for Phase 2.

Phase	Person Trips	Days on Site	Description
Phase 1	4	10	Kick off Meeting/ Interviews / Tours
Phase 2	3	6	Facility Evaluation/ Review Workshop
Phase 3	2	2	Review Workshop
Phase 4	2	2	Final Presentation

EXHIBIT C

CITY OF SUNNYVALE INSURANCE REQUIREMENTS

CONSULTANT shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the CITY of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

CONSULTANT shall take out and maintain during the life of the contract **Workers' Compensation** insurance coverage to statutory limits as may be required by law.

CONSULTANT shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONSULTANT, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by CONSULTANT, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONSULTANT'S or CITY'S operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of CITY.
- Notice of cancellation to CITY'S Purchasing Officer at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- "City, its officers, officials, employees and volunteers" must be named as an additional named insured with respect to the services being performed under the contract. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance affected by CITY will be called upon to contribute to a loss under this coverage.