



Council Meeting: September 13, 2011

SUBJECT: Award of Contract for the Phase 1 Design of the Community Center Comprehensive Infrastructure Project (F1002-83)

BACKGROUND

Approval is requested to award a contract to Winzler & Kelly of San Jose in an amount not to exceed \$107,650 to perform a Phase 1 comprehensive investigation of existing conditions of the roofs, HVAC systems, Fire Alarm and Life Safety systems, and code compliance and air quality evaluations at the Sunnyvale Community Center Complex. Approval is also requested for a 10% design contingency in the amount of \$10,765, for a total contract value of \$118,415.

Capital Project 829190 (Community Center Comprehensive Infrastructure) provides for planned infrastructure repairs and renovations to buildings at the Community Center campus. The scope of the project includes roof replacement and repair, HVAC (heating, ventilation, and air conditioning) system replacement and repair, fire protection systems and waterproofing. In addition to these one time costs, ongoing building rehabilitation is programmed into this project.

DISCUSSION

Request for Proposal (RFP) specifications for a comprehensive project were developed by Public Works staff. The scope of services included the following two major phases:

Phase 1 – A comprehensive investigation of existing conditions at the facility, including HVAC systems, roofs, fire and life safety, code compliance and air quality conditions at the Indoor Sports Center, Recreation Building, Theater, and Creative Arts Center buildings. The facts and findings of Phase 1 would be used to develop the specific design goals to be accomplished in Phase 2.

Phase 2 – The pre-design, design and development of Public Works construction contract bid documents for the project, including demolition, reconstruction and rehabilitation to the buildings, HVAC and roof systems, and cost estimates of construction. Also included is bidding and construction phase support services.

Request for Proposals No. F1002-83 was sent to sixteen engineering firms that were pre-qualified in the Architectural/Mechanical-Electrical-Plumbing (MEP) category of the **Sunnyvale Works!** pre-qualification program. Four responsive proposals were received, as follows:

Advanced Design Consultants, of San Jose	\$216,977
Gordon-Prill Architecture/Engineering, of Mt. View	\$243,924
Winzler & Kelly, of San Jose	\$500,385
Cuschieri Horton Architects, of San Jose	\$608,059

Proposals were evaluated and ranked by an evaluation team consisting of Public Works Engineering and Facilities staff. Proposals were evaluated on qualifications, experience, quality, project understanding and price. Cuschieri Horton, the highest cost proposal, was also the lowest ranked by the evaluation team and was removed from further consideration. Advanced Design Consultants, although attractively priced, indicated little Fire Alarm or Life safety experience in their proposal nor substantial experience with large comprehensive projects like the Community Center. Their proposal also included a list of exclusions that could result in additional cost in later design stages (extra cost for preparation of documents for bid alternatives and for detailed inspections during construction for example), as well as a cap on Hazardous Materials investigation and consulting at 80 hours without additional costs. As a result, they were ranked second lowest and not invited to meet with the evaluation team.

Winzler & Kelly, the highest ranked proposer, and Gordon-Prill, the second highest proposer, were invited to meet with City staff to elaborate on their proposals and to discuss project pricing, in part to help the evaluation team to understand the \$256,000 difference between the two price proposals submitted. Subsequent to the request for more detailed project pricing, Gordon-Prill contacted the City to state they had inadvertently neglected to include fire alarm work and vector survey pricing in their proposal, and needed to add \$50,000 to their fees, increasing their proposal from \$243,924 to \$293,924.

Analysis of the detailed pricing submitted indicated the two firms were very close on the Phase 1 (investigation/analysis) component of the project, with Winzler & Kelly at \$119,570 and Gordon-Prill at \$121,068, but significantly different on the Phase 2 (design/bid documents/support) component with Winzler & Kelly at \$380,815 and Gordon-Prill at \$172,856. Interviews with both firms indicated the pricing for Phase 2 was based on differing interpretations of the record drawings and observations from the pre-proposal job walk.

Staff feels that the most cost effective way to move the project forward at this time is to award the Phase 1 portion of the project and wait for a detailed analysis of the actual conditions in the field, which will be followed by a Phase 2 RFP for the detailed design of improvements identified in the Phase 1 analysis. The resulting detailed scope of work should result in more competitive design proposals, better overall value to the City, and a quality construction project which minimizes change orders. It should be noted that both Winzler & Kelly and Gordon-Prill were in concurrence that awarding Phase 1 was the most prudent option.

Because Winzler & Kelly was the highest ranked proposer (and lower in cost on the Phase 1 component than the second-ranked proposer), negotiations were undertaken on their Phase 1 pricing, resulting in a pricing reduction from \$119,570 to \$107,650 with no impact to project scope.

Staff recommends the award of a contract for the Phase 1 comprehensive investigation of the existing conditions of the HVAC systems, roofs, fire and life safety systems, code compliance and air quality conditions at the Community Center to Winzler & Kelly of San Jose.

FISCAL IMPACT

Project costs are as follows:

Engineering design (Phase 1)	\$107,650
Design contingency (10%)	<u>\$10,765</u>
Total cost	\$118,415

Budgeted funds are available in Capital Project 829190 from the Park Dedication Fund.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached draft and in the amount of \$107,650 to Winzler & Kelly for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and
2. Approve a 10% design contingency in the amount of \$10,765.

Reviewed by:

Grace K. Leung, Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Kent Steffens, Director, Department of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

Draft Consultant Services Agreement

**ATTACHMENT A
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND WINZLER &
KELLY FOR DESIGN FOR COMMUNITY CENTER ROOFS, HVAC, FIRE ALARM AND SAFETY
SYSTEMS PHASE 1 INVESTIGATION**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and WINZLER & KELLY ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, , consultation, and other services for a project known as Community Center Roofs, HVAC, Fire Alarm and Safety Systems Phase 1 Investigation; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

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

2. Notice to Proceed/Completion of Services

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

3. Project Schedule

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

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion

associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Seven Thousand Six Hundred Fifty and No/100 Dollars (\$107,650.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for

work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Mark Rogge, City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: WINZLER & KELLY
Attn: Daniel Reiter, P.E.
1735 North First Street, Suite 301
San Jose, CA 95112

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, by 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 three 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.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

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 after written notification of failure to pay.

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.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

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

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. 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:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

WINZLER & KELLY ("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

**Proposal for City of Sunnyvale
Community Center Roofs, HVAC, Fire Alarm and Safety Systems**

- Indoor Sports Center
- Multi-Purpose Recreation Center
- Creative Arts Center
- Performing Arts Center

The following represents our recommended proposal for the Core and Alternate Project Scopes.

CORE PROJECTS

Life Safety (Code-Compliance & Recommended Upgrades)

LIFE SAFETY (CODE COMPLIANCE & RECOMMENDED UPGRADES)

CODE COMPLIANCE

The life safety systems at any facility will require routine maintenance to ensure that the code required life-safety systems put in place with the original construction continue to function as intended. A good example of this is the maintenance of door hardware - especially at doors required for egress or fire protection – where repair and replacement may be required to ensure full compliance with code requirements. Examples: Closers, storage, items that need replacement, use of corridors for storage.

UPGRADES BASED ON CURRENT CODE

In addition, during the service life of a building, life-safety codes change. Generally, the code only requires maintenance of the life-safety features required at the time of the original construction. However, the City may also want to review current code requirements that provide desirable - if not specifically required - system or devices to enhance the overall life safety of the facility. Examples of this include sprinkler systems and alarm systems. Examples: Railings, exit signage (hi-low).

UPGRADES BASED ON SPECIFIC CITY ISSUES

In addition to specific code issues, the City may have special life-safety considerations that are desirable to be addressed. An example of this is the stair/guardrail configuration at the Indoor Sports Center viewing stands. Although some of the issues involved appear to be strictly code related, we will work with the City to determine where issues may occur that require addressing to enhance the safe use of the facility even beyond strict code requirements.

COMPREHENSIVE SURVEY

In order to determine the extent of the scope of work to address 1) code maintenance issues 2) code upgrade issues and 3) specific City requests, Phase 1 - Evaluation requires a comprehensive survey of the facility. This survey would include both evaluation per the code requirements from original construction, plus evaluation of recommended upgrades.

SCOPE RECOMMENDATION

The scope of work for this Alternate Project consists of a survey to assess existing conditions and develop a matrix for developing and prioritizing projects.

**Proposal for City of Sunnyvale
Community Center Roofs, HVAC, Fire Alarm and Safety Systems**

CEQA DOCUMENTATION

Based on our understanding of the Project we anticipate that a Categorical Exemption, under Section 15301 Existing Facilities, would be the appropriate level of documentation under CEQA. Class 1 Existing Facilities consists of the repair, maintenance, or minor alteration of existing structures, facilities, or mechanical equipment involving negligible or no expansion of the use beyond that existing at the time of the lead agency's determination. Winzler & Kelly will complete the Notice of Exemption for filing with the County Clerk and the State Clearinghouse by the City.

HAZARDOUS MATERIALS SURVEY

It is uncertain whether or not a comprehensive hazardous material survey of the facility has been accomplished. If not, the core projects will need to include a confirmation that areas included in the scope of the project are either confirmed free of hazardous materials or include a scope of work for both confirmation and abatement as required to accomplish the core scope of work. Further, the RFP requested an air sampling be performed for spaces within the buildings to determine air quality.

SCOPE RECOMMENDATION

We propose to prepare a comprehensive hazardous materials survey of the four buildings to identify and prioritize abatement of existing hazardous materials based upon risk assessment factors. Hazardous materials include asbestos and lead paint. Further air sampling will be performed on several spaces.

MECHANICAL EQUIPMENT REPLACEMENT

Mechanical Heating, Ventilation and Air Conditioning (HVAC) equipment is of various ages and configurations. The major HVAC units at Performing Arts Center theater and Creative Arts Center have recently been replaced but remaining systems have not been reviewed or significantly renovated since the original construction. We propose that Phase 1 of the project include a thorough evaluation to develop a matrix indicating on a building-by-building, system-by-system basis a recommended scope of work, including immediate need for repair, concurrent mechanical upgrade work and cost as key criteria. Evaluation items that would be included in the matrix include:

- Existing Equipment and System Survey and Condition Assessment
 - Equipment Survey to determine:
 - Age and remaining useful life
 - Type
 - Efficiency
 - Condition
 - Maintenance concerns
- Ducts and diffuser types and conditions
- Controls status and concerns

Proposal for City of Sunnyvale Community Center Roofs, HVAC, Fire Alarm and Safety Systems

REPLACEMENT SYSTEM OPTIONS

System replacement and upgrades would be considered and some of the potential solution for this site would include:

- Variable Air Volume (VAV) systems. This is an effective solution for a multizone unit but does have impact on space requirements. Good efficiency and zonal control would be realized.
- Highly Efficient replacement rooftop units. This is a basic in kind replacement strategy for many of the smaller units but more efficient and could provide better air filtration
- Variable Refrigerant Flow (VRF) systems. This system is very viable for retrofits similar to this where many physical constraints exist and various zonal controls are desired for different sized zones. It is very energy efficient and could be located on the roof or at grade making it easier to access for maintenance.

Considerations for when comparing options will include:

- Energy Efficiency
- Maintainability of systems, location and service requirements
- Construction Cost, operational costs and life cycle costs
- Level of comfort and zonal control
- Aesthetic concerns
- Sustainability including air quality

SCOPE RECOMMENDATION

For Phase 1 we propose to evaluate all HVAC systems and develop a matrix to provide a basis for prioritizing the Phase 2 construction projects

ROOF SYSTEMS

Roofs are of various ages, types and conditions. We propose that Phase 1 of the project include a thorough evaluation to develop a matrix indicating on a building-by-building, roof-by-roof basis a recommended scope of work, including immediate need for repair, concurrent mechanical upgrade work and cost as key criteria.

Evaluation items that would be included in the matrix include:

LOW -SLOPE ROOFS (BUILT-UP OR SINGLE PLY TYPES)

- Roof age and Performance (overall weather-tightness, i.e. immediate need for repair or replacement)
- Concurrently planned major HVAC upgrades
- Drainage and Slope Deficiencies
- Roof Drains and Overflow Drains: Deficiencies

Proposal for City of Sunnyvale Community Center Roofs, HVAC, Fire Alarm and Safety Systems

- Safe Roof Access Requirements (compliance with OSHA with regard to ladders, hatches, as required to provide safe working conditions; edge protection on high roofs where parapets are not provided)
- Parapet Walls (water-tightness and weatherability of copings and siding)
- Mechanical Equipment and Piping (anchorage, structural support and watertight detailing)
- Insulation (strategies for improving thermal performance and reducing energy costs)
- Title 24 Compliance (cool roof)
- Interior Leaks (address as required to maintain watertight)
- Roof Debris (control of leaves, etc.)
- Seismic and Wind Uplift Criteria

STEEP ROOFS (STANDING SEAM METAL)

- Overall Weathertightness (i.e. immediate need for repair or replacement)
- Long-Term Weatherability (evaluation of joints, transitions, seams)
- Maintainability of existing systems
- Finishes (cleaning/refinishing existing surfaces, especially those located under trees)
- Miscellaneous Damage (e.g. damaged fascias at loading zones)
- Gutters and Downspout Systems (repair/replacement as required to effectively direct rain water to drains)
- Safe Roof Access Requirements (develop means for safe access to rooftop mechanical equipment installation where attic access is potentially hazardous by means of ground access and catwalks at steep)
- Interior Leaks (address as required to maintain watertight)
- Seismic and Wind Uplift Criteria

SCOPE RECOMMENDATION

For Phase 1 we propose to evaluate all roof system and develop a matrix to provide a basis for prioritizing the Phase 2 construction projects

FIRE ALARM SYSTEM

The existing fire alarm systems at each building are functionally obsolete and in need of replacement. Replacement parts and components may be difficult to obtain and the circuit monitoring, supervisory, and reporting features are inadequate for the current application. We recommend that the existing units be replaced with new addressable fire alarm control panels. This will also necessitate the replacement of the

**Proposal for City of Sunnyvale
Community Center Roofs, HVAC, Fire Alarm and Safety Systems**

existing initiating devices, notification appliances, and associated circuit cabling to maintain compatibility between components.

EXISTING FIRE ALARM PANEL AND DEVICE REPLACEMENT

- Evaluate suitability of a networked fire alarm system to replace existing panels at each building.
- Verify compatibility with the existing fire alarm equipment at the new Senior Center Building.
- Perform a site visit to review the existing conditions related to work necessary for the project and to determine potential fire alarm related Life Safety and Code issues.
- Review the electrical record drawings that have been provided and compare to findings at the site.
- Review the adequacy of existing smoke control and early warning measures including duct smoke detectors, areas smoke detectors, smoke purge systems, and smoke hatches. Evaluate the code requirements and elective coverage options for such measures.
- Investigate the feasibility of using the existing network backbone infrastructure (fiber optic FO cabling) for use in networking the fire alarm system between buildings. Where there is no FO cabling currently existing, we will investigate the feasibility of building out the infrastructure to accommodate both telecommunication backbone and fire alarm network needs.

SCOPE RECOMMENDATION

For Phase I we propose to evaluate the entire fire alarm system and develop a report scope for Phase 2 construction documents.

ALTERNATE PROJECTS

GENERAL

In addition to the specific projects addressed in the RFP – roofing and mechanical equipment replacement – there are a number of issues observed at the site that require addressing, either in the immediate or near future – in order to maintain the facility at the level desired by the City. These potential – or alternate – projects fall into the following categories:

- Accessibility
- Energy Conservation
- Structural/Seismic Resistance
- Hazardous Materials Abatement
- Miscellaneous Projects
 - Acoustical Quality
 - Doors/Hardware
 - Site Drainage

Proposal for City of Sunnyvale Community Center Roofs, HVAC, Fire Alarm and Safety Systems

- Suspended Ceilings

The order in which these projects have been listed is not prioritized; the specific tasks within each category can range from “immediate” to “long-range,” with assignment of priority to be developed as part of the Phase 1 - Evaluation scope of work.

Alternate Project scopes of work are discussed below. Although the intent is to develop a comprehensive project scope, frequently the critical step is in the Phase 1 - Evaluation, where a survey is a critical element in determining the extent and complexity of the issues to be addressed in the documentation required as a basis of the Phase 2 - Cost Proposal.

ACCESSIBILITY

ACCESSIBILITY ISSUES

Facilities dating back to the 1970's will inevitably have non-compliance elements since the original construction predates the subsequent development of significant state and federal regulations (California Title 24 and the 1990 Americans with Disabilities Act (ADA), respectively). Although the California Building Code does not require correction until triggered by new work, the ADA is civil rights legislation and requires the facility to be made fully accessible regardless of whether work is being done at a facility. While ADA appreciates that immediate and full correction is not reasonable or financial viable, it is incumbent to - at minimum – identify and correct items deemed “readily achievable.”

Non-compliance items that were observed at the site typically occur among the older structures. Selected deficiencies noted during our brief site visit include:

- Lack of compliant entry door width (Creative Arts Building) or 10” solid bottom rail.
- Viewing Platform (Indoor Sports Center): handrail configuration, possible lack of access for wheelchairs
- Gymnastics Room (Indoor Sports Center): Path-of-travel from exterior and interior
- Restrooms: maneuvering clearances at corridor doors and accessible stall do not comply.
- Signage: Non-compliant permanent room signage, lack of ADA signage at restrooms
- Vending machines an exterior of Indoor Sports center not on level surface; reach level were not observed but should be checked.
- Kitchen sink at break room did not appear front approachable; counter height should be checked.

ACCESSIBILITY SURVEY

Assuming that the City does not have a current Accessibility Survey of the facility, we strongly propose completing a survey as the best means of assessing the City's level of compliance and limiting potential litigation. The survey should include the all structures included in the project, plus exterior path-of-travel from parking and public transit. All deficiencies should be listed with a prioritization for correction.

SCOPE RECOMMENDATION

Although the roofing and mechanical replacement work forming the core of the RFP projects will not likely trigger an accessibility upgrade, we recommend surveying the project and developing a matrix for prioritizing

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accessibility upgrades projects that would significantly enhance the accessibility for the community and bring the facility into full compliance.

ENERGY CONSERVATION

The need to conserve energy has been increasing geometrically over the period of time since the original construction of the various structures at the Sunnyvale Community Center. Building elements where energy performance has increased significantly include, but are not limited to the following:

- Windows: Replacement of single glazed, non-thermally broken systems with high performance double glazed systems, with a thermal break frames.
- Openings: Replace exterior door weatherstripping to eliminate gaps at main exterior doors
- Thermal Insulation (roofing and wall systems)
- Interior Lighting (advanced lighting systems)
- Parking Lightning
- Photovoltaic Systems
- Solar Water Heating

A preliminary review and analysis of the as-built drawings would be an effective way to get a handle on the potential scope of work that may need to be considered.

Once this step is accomplished, consideration should be given to a cost-benefit analysis of what percent of the work required for full compliance with current energy standards provides the best payback. We propose to determine optimal solutions for each structure and the facility as a whole, in order to spend money where it most beneficially impacts the energy performance of the project as a whole.

SCOPE RECOMMENDATION

We propose to provide energy modeling of the facility to determine potential projects with significant energy savings and relative short (less than 10 year) pack back periods.

Note: This Alternate Project will not include increasing thermal performance at roofs already included in the Core Projects – Roofing Systems scope of work. This project will only address increasing thermal performance - as appropriate - at the Performing Arts Center and Creative Arts Center.

STRUCTURAL/SEISMIC RESISTANCE

The time of construction for the buildings in the facility varies considerable. It would be reasonable to expect therefore, that the structures will not comply with current code requirements, although the difference will vary as a function of time of original construction. This is particularly true with respect to seismic performance. However, it is expected that the single-story nature of the structures will mitigate the extent of work if any required to upgrade them. A preliminary review and analysis of the as-built drawings would be an effective way to get a handle on the potential scope of work that may need to be considered.

Once this step is accomplished, consideration should be given to a cost-benefit analysis of what percent of the work required for full compliance with current provides the best return for the money spent. Full compliance

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may have significant negative factors, such as high cost, long periods where a specific structure (or portion of the structure) is removed from use. We propose to determine optimal solutions for each structure, in order to spend money where it most beneficially impacts the life-safety of the occupants (primarily) and the structure (secondarily).

SCOPE RECOMMENDATION

We propose to determine areas where significant life safety concerns may exist due to changes in the seismic code since time of original construction in the evaluation phase. Projects will be developed into projects on the basis of the potential risk to building occupants.

Note: Structural scope related to equipment that will be replaced as a part of the Core Projects – Mechanical Equipment Replacement is covered in that proposed project. This project will only address mechanical equipment that is not planned to be replaced in the near future.

PHASE I DELIVERABLES

- Submittals at Environmental Clearance Level
- Completed Initial Study (Phase I Report)
- Supporting reports and documentation of Hazardous Materials at the building.
- CEQA document, suitable for filing.
- Supporting reports, and documentation
- Preliminary Project Cost Estimate and Time Schedule

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PROJECT SCHEDULE

Kick Off	2 Weeks
Surveys and Site Investigations	3 Weeks
Options Development	3 Weeks
Preliminary Findings Meeting	1 Week
Complete Options Development	5 Weeks
Evaluation Report Review Meeting	1 Week
Final Report	2 Weeks

Exhibit "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Claims Made Coverage

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

Acceptability of Insurers

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

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.