



Council Meeting: February 28, 2012

SUBJECT: Award of a Contract for the Murphy Park Recreation Building Renovation Design (F1002-84)

BACKGROUND

Approval is requested to award a contract in the amount of \$109,095 to Noll & Tam Architects and Planners of Berkeley for the Murphy Park Recreation Building Renovation Design Project. Approval is also requested for a 15% design contingency in the amount of \$16,364.

DISCUSSION

Capital Project 818550 (Park Buildings – Rehabilitation) provides for renovation and upgrades to multiple Park buildings for a number of reasons, including compliance with code requirements and Americans with Disabilities Act (ADA) guidelines, seismic and other safety improvements, and repairs to aging infrastructure. Buildings requiring improvements are identified by Facility Services and Parks staff inspections. These projects are evaluated and prioritized according to applicable codes, safety issues, and other projects that might trigger building rehabilitation, such as playground renovations requiring ADA upgrades to bathrooms.

Project funding for FY 2011/2012 includes renovations to the Murphy Park recreation building, as well as restroom replacements at Fair Oaks and Serra Parks. Additional funding in FY 2012/2013 has been programmed for renovations of the Washington Park pool building, restrooms and concessions, as well as the Raynor Park multi-purpose room and restrooms.

Murphy Park was dedicated on September 14, 1969. Located near the center of the five acre park, the Recreation Building is a multipurpose structure that contains a small kitchen area, storage space, office space for Parks staff, a multipurpose room with capacity for 300 people, an outside storage space and restrooms serving both building and park users. In the spring of 2007, the facility received restroom upgrades to meet current codes and ADA accessibility requirements. Other than minor roof and HVAC repairs through the years, the building has not seen any other major improvements.

The work scope for the renovation of the Recreation Building includes improvements to the existing restrooms, flooring, rooftop HVAC unit(s), kitchen facilities, window coverings and storage spaces. Additionally, there is a need for

a dedicated space for preschool aged children's programs, which may result in altering interior walls and adding a separate restroom facility for children.

Request for Proposals No. F1002-84 for the project design was prepared and distributed in April 2011 to sixteen engineering firms that were prequalified in the Parks and Golf Course category of the Sunnyvale Works! pre-qualification Program. Four responsive proposals were received as follows:

Artik Art & Architecture, of San Jose	\$98,500
Noll & Tam Architects, of Berkeley	\$139,995
Krong Design, of San Jose	\$144,796
Cuschieri Horton Architects, of San Jose	\$200,010

Proposals were evaluated on qualifications, experience, quality, project understanding and price by an evaluation team consisting of Public Works Engineering and Recreation Division staff. The two highest ranking proposers, Noll and Tam and Artik Art & Architecture were invited for interviews with the evaluation team. Based on the combination of the written proposal and interview process, Noll & Tam was unanimously selected as the highest ranking proposer. Subsequent negotiations reduced their proposal fees from \$139,995 to \$109,095.

Staff recommends awarding a contract to Noll & Tam Architects and Planners for design of the Murphy Park Recreation Building Renovation Project.

FISCAL IMPACT

Project costs are as follows:

Project design (including bidding and construction support)	\$109,095
Design contingency (15%)	<u>\$16,364</u>
Total cost	\$125,459

Capital Project 818550 (Park Buildings – Rehabilitation, funded by Park Dedication Fund transfers) has current year budget of approximately \$980,000, plus an additional \$248,000 in FY 2012/2013, for a total of \$1,228,000 over the next two years. The cost of the Murphy Park Recreation Building renovation will be better known after the design is developed. It is likely that the renovation cost could exhaust available funds in Project 818550. If that is the case, staff will reconsider the priority and costs of renovation at other sites to move forward with construction at Murphy Park, and will report back to Council prior to bidding for construction.

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 \$109,095 to Noll & Tam Architects and Planners 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 15% design contingency in the amount of \$16,364.

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

- A Draft Consultant Services Agreement

**ATTACHMENT A
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND NOLL & TAM
ARCHITECTS AND PLANNERS FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES
FOR MURPHY PARK RECREATION BUILDING RENOVATION**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and NOLL & TAM ARCHITECTS AND PLANNERS ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Murphy Park Recreation Building Renovation; 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 Jason Barish 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 Nine Thousand Ninety Five and No/100 Dollars (\$109,095.00) 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, Assistant Director of Public Works
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: NOLL & TAM ARCHITECTS AND PLANNERS
Attn: Jason Barish
729 Heinz Avenue, #7
Berkeley, CA 94710

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

NOLL & TAM ARCHITECTS AND PLANNERS
("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

Project Understanding

Through many years of public works experience, Noll & Tam has honed our skills in communications and decision-making. As a result, we have an exemplary record of consistently meeting or exceeding budget, quality, and timeline expectations. Most of the projects that Noll & Tam has designed over the past decade have been for public agencies. As a result, we understand how critical it is to maintain tight control over the project schedule and the project budget. Our approach to the design process begins with an open mind and the ability to listen carefully. We establish an open dialogue between team members right from the beginning of any project. We build upon our collective experiences, finding workable solutions that meet, or exceed, project goals.

Project Management

Understanding the City's expectations for the Murphy Park Recreation Building renovation will be essential. Our management approach will be to build upon existing documents and references, validate conclusions where possible, reexamine conclusions when necessary, and reach consensus about the most appropriate next steps.

We are acutely aware of cost control, quality control, and scheduling issues, and we manage our projects with excellent judgment in a friendly and proactive way. Quick response, team cohesiveness, clear communication, and effective planning are the keys to success. Our many successful complex renovation and expansion projects have required careful oversight, the timely submittal of drawings, accurate cost estimates, and a cooperative working relationship among all members of the project team.

Noll & Tam's Project Manager, Jason Barish, has successfully managed complex building evaluation and renovation projects. His overall judgment and ability to make effective decisions is based on eight years of directly relevant experience and practicality on public projects. Jason will contribute to the project's success by establishing client- and project-specific goals, creating a realistic work plan to achieve those objectives, maintaining the optimum work environment for all participants, and monitoring and controlling project activities to ensure that all tasks are achieved. He will plan, organize, deliver, monitor, control, and close out the project.

Accurate Cost Estimating

We bring a proven understanding of how to establish a realistic project budget that includes hard site and building costs, soft costs, appropriate contingencies, escalation and factors for market conditions. We will initiate an interactive process with our cost estimator, Kent Munro of BMR Construction Management, at the start of the Murphy Park Recreation Building project. Together we will test design alternatives as we move forward. Kent will assist us in understanding the pros and cons of each alternative so that the City can make sound decisions and judgments that will set the future of the project. We realize just how important an accurate cost estimate is for a project, and how much it contributes to the overall success. Our recent track record, even in volatile times, has been very good.

Cost + Quality Control

The difference between the bid from the contractor and the final cost to the City rests to a large extent on the quality and thoroughness of the construction documents, plans, and specifications. Over many years of preparing documents for public bid, we have developed a rigorous approach that has resulted in an impressive record. We start with highly experienced staff. We carefully plan out our work and the products we will be delivering at each project milestone, incorporate independent QA reviews in each phase, and produce a complete, thorough, detailed, clear, and well-coordinated set of plans and technical specifications.

Energy-Efficiency Strategies: Sustainability Approach

Noll & Tam Architects has a strong commitment to sustainable design. Eleven staff members are LEED Accredited Professionals, trained and certified in the LEED design and certification process, including LEED for Commercial Interiors (LEED-CI). We collaborate with our clients, engineering consultants, and contractors to ensure healthy work environments and energy efficient buildings. In 2009, we completed two high performance new buildings: Valley Hi-North Laguna Library, certified LEED Gold; and Castro Valley Library, pending LEED Gold. Our new Los Gatos Library

is targeted for a high LEED Gold. We have two projects on their way to completion that are designed to LEED Platinum specifications: the El Cerrito Environmental Resource and Recycling Center and the Berkeley YMCA Teen Center.

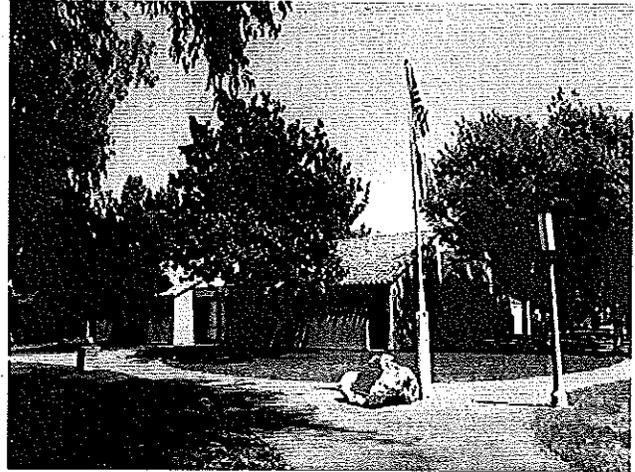
On all our projects, we look for ways to incorporate recycled and other eco materials, high efficiency mechanical systems and lighting, as well as natural ventilation and daylighting. Many of our projects participate in energy companies' Savings by Design programs, which offer incentives and rebates to owners of energy efficient buildings. When it comes to sustainability, clients will often misperceive having to pay a large premium. The reality is that an intelligent approach improves the quality of the facility, decreases the harmful impact on our environment, lowers operating costs, and adds value to the property while meeting the rate of return requirements for even the most ambitious organizations.

Project Team

For the Murphy Park Recreation Building project, we have selected a team of subconsultants that differs from the team put forth for the Sunnyvale Works! professional services contract. We have chosen consultants with whom we have worked on previous projects, and who are appropriate to the scope and available project budget. We propose to work with RGA Environmental, Inc. for hazardous material surveying, TMAD Taylor & Gaines for mechanical/electrical/plumbing engineering, and BMR Construction Management for cost estimating. Each of these firms shares our commitment to service and principal involvement.

Contract Comments

We have reviewed the City's Consultant Services Agreement along with our insurance company. We would like to review with you the language in clause 14: Hold Harmless/Indemnification. As written, the indemnification language is uninsurable. We would prefer to modify the language so that it is insurable and mutually agreeable. We feel confident that we can successfully come to agreement with the City, as we have with other municipalities on similar issues.



Murphy Park Recreation Building

Cost Control on Similar Completed Projects

Cañada College Bookstore Renovation

Construction Bid: \$245,901

Construction Final: \$273,934

Client-requested Change Orders: \$28,033

Document-related Change Orders: None

Cañada College Fashion Design Classroom Renovation

Construction Estimate: \$499,000

Construction Bid: \$422,811

Construction Final: \$462,467

Document-related Change Orders: \$1,030 or 0.24%

Alameda County Water District Headquarters Lobby Renovation

Construction Bid: \$575,000

Construction Final: \$598,000

Document-related Change Orders: 2%

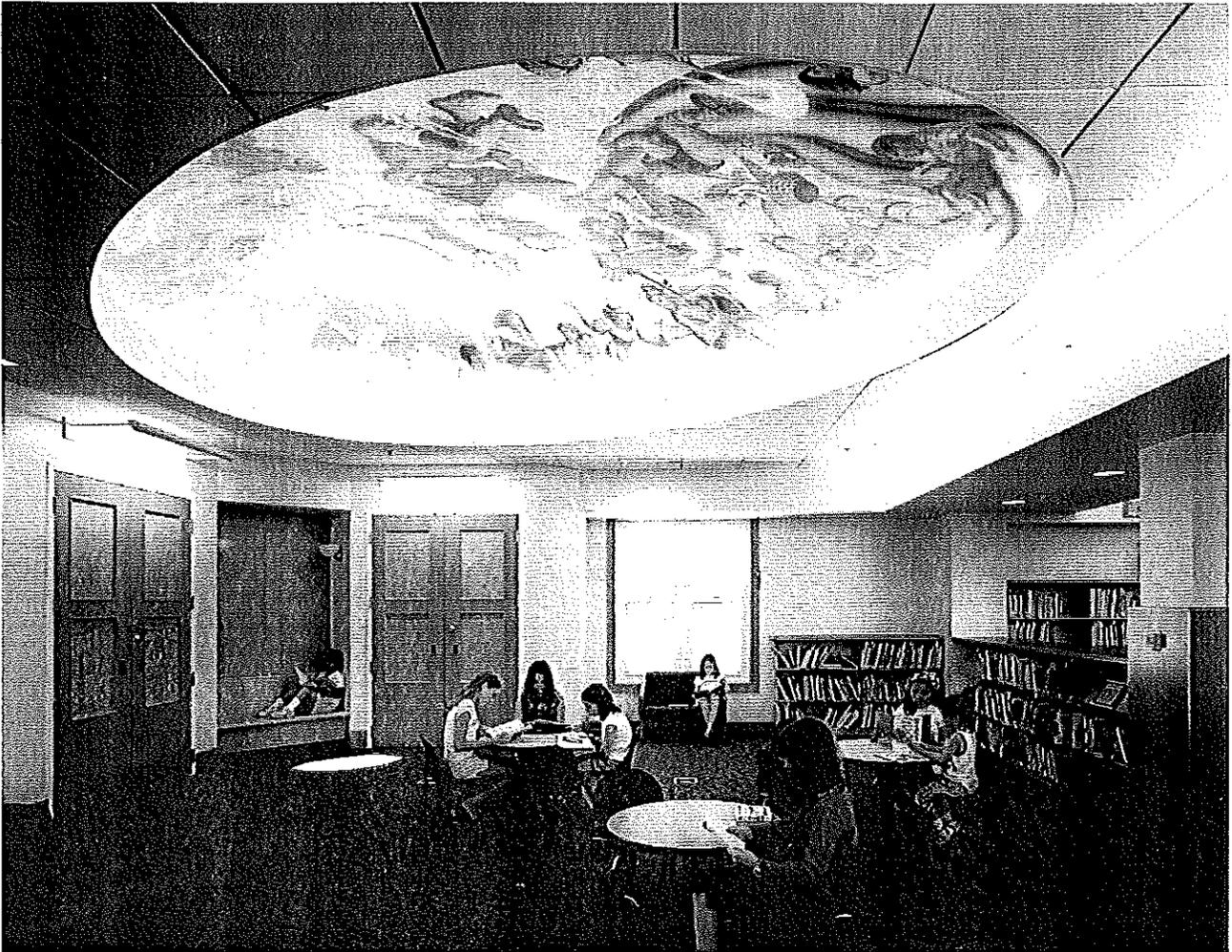
Pleasanton Veteran's Memorial Center Renovation

Construction Bid: \$3,780,145

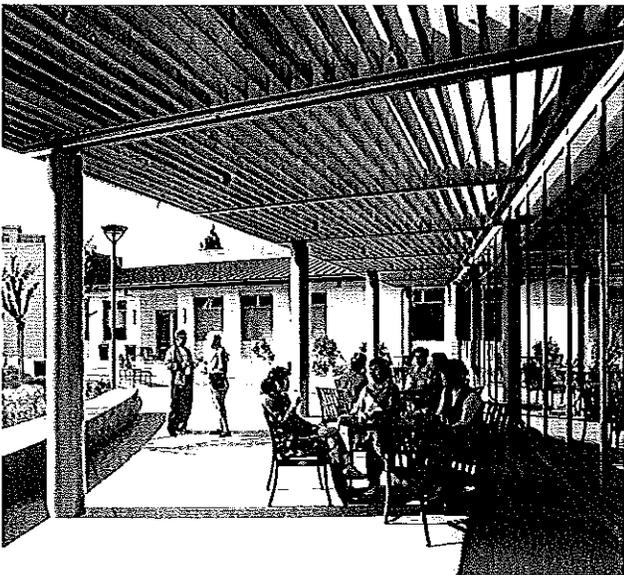
Construction Final: \$3,863,793

Document-related Change Orders: \$83,648

Qualifications



Rohnert Park Library

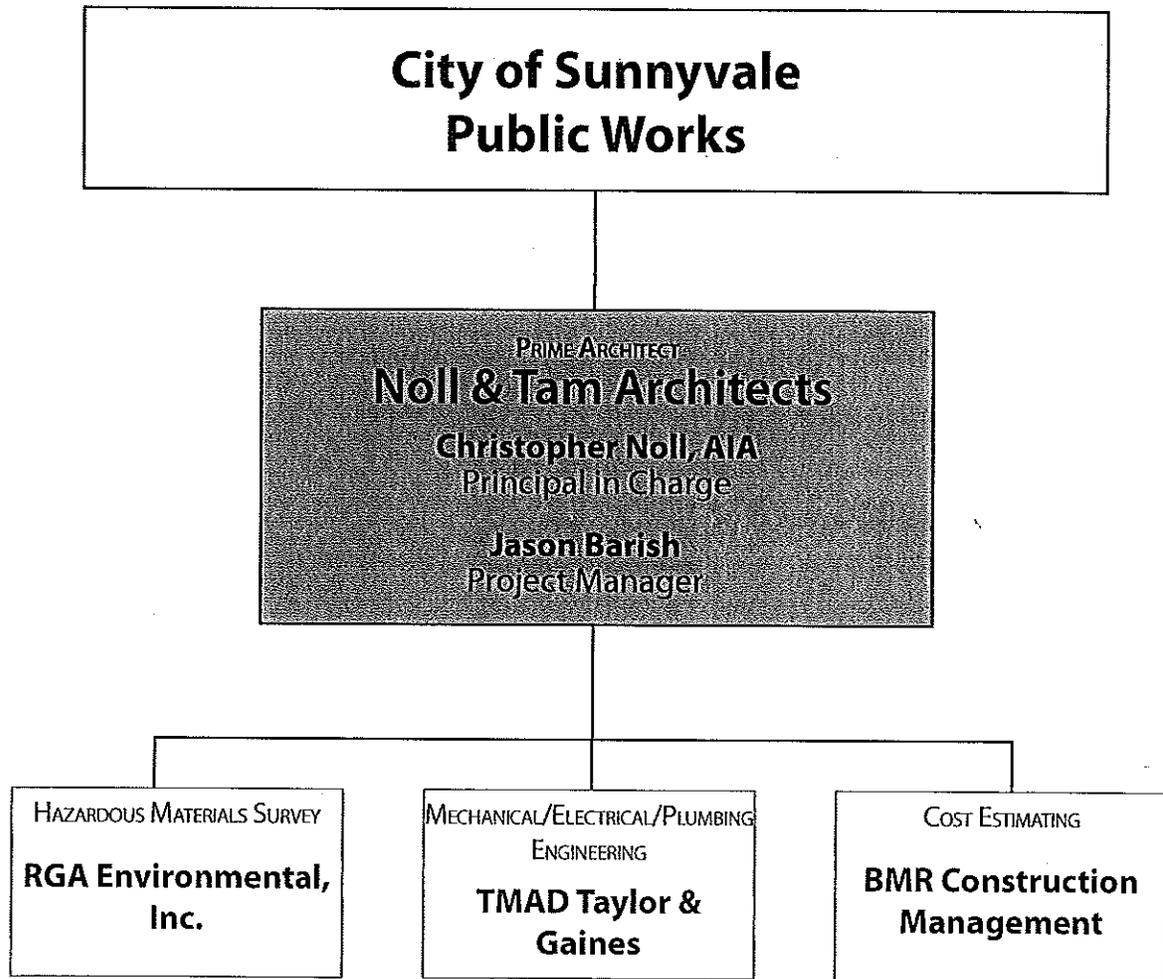


Milpitas Senior Center

“Noll & Tam was able to successfully work with multiple stakeholders who had specific, and often conflicting, interests in the new library. Common feedback from various stakeholders was that the professionals at Noll & Tam were knowledgeable, insightful, attentive and an enjoyment to collaborate with.”

Matt Townsend
Former City Engineer, City of Rohnert Park

Project Team Organizational Chart



Christopher Noll, AIA

Principal in Charge



California Registration

Licensed Architect #C15916

Education

Master of Architecture, University of California, Berkeley

Bachelor of Arts, Princeton University

Christopher Noll, AIA, is a founding partner of Noll & Tam Architects in Berkeley, California. He holds a Master's degree in Architecture from UC Berkeley and is a member of The American Institute of Architects and the United States Green Building Council. A LEED Accredited Professional, Chris offers more than two decades of experience planning and designing public and institutional buildings. He served as Principal in Charge of the Castro Valley Library, which is on track for LEED Gold certification, and is currently leading the LEED Platinum design of the Environmental Resource and Recycling Center for the City of El Cerrito. Chris is adept at helping clients plan and prioritize sustainable design elements into their building projects in a cost effective and practical way.

Relevant Project Experience

Antioch Community Center

Scott Valley Swim & Tennis Club Facilities Renovation & Expansion, Mill Valley

De Anza College L Quad Finishes

Pleasanton Veterans' Memorial Building Seismic Renovation

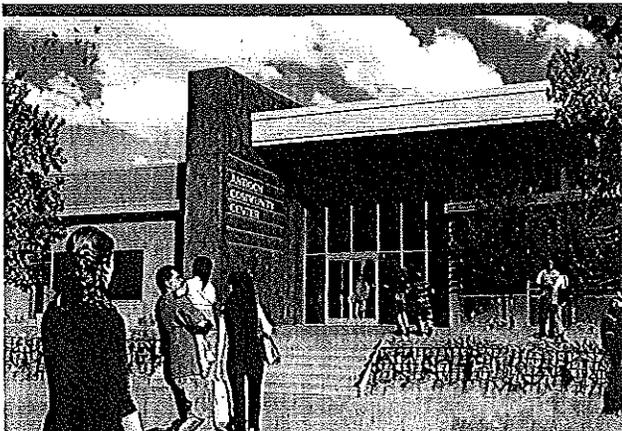
Saratoga Community Building Feasibility Study

Martin Luther King, Jr. Branch Library Improvements, Oakland

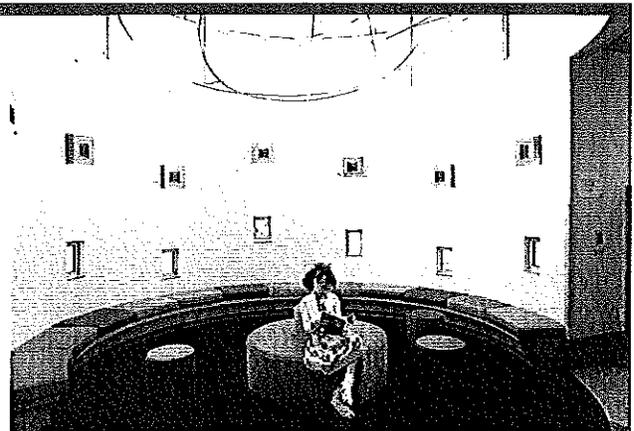
West Oakland Branch Library ADA Improvements

Alameda Branch Libraries Study and Renovation

Carmichael Branch Library Renovation and Expansion



Antioch Community Center



Carmichael Branch Library

Murphy Park Recreation Building Renovation :: City of Sunnyvale

Murphy Park Recreation Building Renovation
Sunnyvale, CA

architects and planners

noll tam

PROPOSED SCOPE OF WORK
30 September, 2011

729 Heinz Avenue

Berkeley

CA 94710

510.649.8295

fax 510.649.3008

nollandtam.com

BASIC PROJECT INFORMATION:

A. Design Concept:

Consultant shall develop Design and Construction Documents based upon the Request for Proposal and subsequent job walk for the City of Sunnyvale Murphy Park Project.

B. Building Data

6,500 Square Feet, 1 Story
No LEED Requirement

C. Bidding Process

Design-Bid-Build, public low bid process

D. Budget

Construction Budget: approx. \$1.2M
Total Project Budget: TBD

E. Schedule

TBD

ASSUMED SCOPE OF WORK BY DISCIPLINE

A. Architectural:

1. Prepare existing conditions drawings from original drawings
2. Schematic Design through Construction Documents scope shall include the following scope of work:
3. New accessible cabinets in classroom
4. New children's restrooms for new pre-school area
5. Interior and exterior patching and painting
6. New resilient flooring, remove and abate existing VCT
7. Patch roofing as required for new work
8. Light Renovation in Existing Restrooms – clean tile floors, renovate grout, misc minor repairs and accessories replaced.

B. Structural:

1. Structural evaluation of existing building to identify seismic deficiencies
2. Seismic work following recommendations of evaluation. Voluntary seismic upgrades of critical components of lateral load resisting system such as roof-wall connections, diaphragms, shear elements, collectors, chords, etc.
3. Provide structural support for new HVAC equipment, if required
4. Provide structural support and diaphragm strengthening (if necessary) around new skylights, as required.

C. Mechanical and Plumbing:

1. Existing mechanical systems evaluation
2. New or renovated mechanical systems per evaluation recommendations
3. Title 24 calculations
4. New kitchen, sinks, restrooms, and modifications to water heater for Code compliance
5. Performance specifications for the Automatic Fire Suppression System, if required by Code.

D. Electrical:

1. Existing electrical systems evaluation
2. Replace existing service entrance switchboard, distribution, wiring, switches, etc. per evaluation recommendations
3. New lighting throughout building and receptacles as required
4. Title 24 lighting calculations
5. New infrastructure (conduit and backbox) for telecom, data and for the security system throughout
6. Fire Alarm system, if required by Code
7. ADA modifications as needed: heights of switches and outlets
8. Power connections for new HVAC equipment, if required

E. Cost Estimator:

1. Schematic design, design development and construction documents phase cost estimates

F. Hazardous Materials

1. A updated report shall be generated along with work scope to address the abatement of hazardous materials. It is assumed that Al Clancy can be retained to perform this scope.

G. CEQA:

1. The Design Team assumes that the result of the CEQA process will be a Categorical Exemption, or in the worst case scenario, a Negative Declaration. Any results beyond these two outcomes will require additional services for Design Team management of the process.

H. Exclusions:

1. Any program or renovation work in the storage rooms at the rear of the building except for mechanical, plumbing and electrical work as part of the renovation of the rest of the building.
2. Signage and graphics.
3. FF&E
4. Meeting notes from construction phase progress meetings
5. Landscape design, except for repairs in kind as required by addition of new entry feature.
6. Commissioning of mechanical and electrical systems.
7. If the replacement of exterior doors and windows is not included in the scope of work after the Schematic Design Phase, a credit of approximately \$5,000 in architectural fees may be made.
8. If no skylights are included in the scope of work after the Schematic Design Phase, a credit of approximately \$2,500 in architectural fees may be made.
9. Meetings and products not described above or in Fee Proposal

I. Contingent Additional Services:

- A. **Renovate Kitchen**
New accessible kitchen – cabinets, equipment, flooring, ceiling
- B. **Replace all gyp. Bd., new electrical, new insulation in walls and ceilings**
Remove and replace all Gypsum Board at interior (abate asbestos)
Add insulation to opened walls
New thermal insulation and acoustical ceiling treatments at sloped and flat roofs
- C. **Add entry feature, skylights, and path of travel modifications**
Add distinctive exterior entry feature to highlight main entrance
Modifications to path of travel as necessary from parking to main doors
Repairs to existing landscape to match existing
Add skylights to various building spaces as feasible
- D. **Replace exterior windows and doors**
New exterior windows, flashing and stucco repair
New exterior doors and glazing, flashing and stucco repair

Murphy Park Recreation Building Renovation
City of Sunnyvale

architects and planners

noll tam

Noll & Tam Architects
30 August, 2011

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Berkeley

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FEE SCHEDULE

		SD	DD	CD	B/N	CA	Totals
Professional Services							
Architect	Noll & Tam	\$10,575	\$10,800	\$17,340	\$2,800	\$14,880	\$56,395
Specifications	Pawprint Specs	\$0	\$1,200	\$1,800	\$0	\$0	\$3,000
Structural Engineering	TMAD	\$1,800	\$2,000	\$4,200	\$600	\$2,400	\$11,000
MEP/Telecom Eng	TMAD	\$3,150	\$4,200	\$8,400	\$1,050	\$4,200	\$21,000
Hazmat Evaluation	tbd	\$2,000	\$0	\$2,000	\$0	\$0	\$4,000
Cost Estimating	BMR	\$2,400	\$2,270	\$1,330	\$0	\$0	\$6,000
Subtotal Basic Services		\$19,925	\$20,470	\$35,070	\$4,450	\$21,480	\$101,395
Consultant Coordination (10%)		\$935	\$847	\$1,593	\$165	\$660	\$4,200
Total Professional Fee		\$20,860	\$21,317	\$36,663	\$4,615	\$22,140	\$105,595
Reimbursable Expense Allowance							\$3,500
Total Proposed Fee							\$109,095

Contingent Additional Services *

A. Renovate kitchen	\$3,600
B. Replace all gyp. bd., new electrical, new insulation in walls and ceilings	\$3,600
C. Add entry feature, skylights, path of travel modifications	\$10,800
D. Replace exterior windows and doors with new windows and doors	\$13,900

* These fees are applicable if the City decides to incorporate the noted scope of work before the beginning of the DD phase, and may need to increase if the scope is added at a later point in the

Murphy Park Recreation Building Renovation
City of Sunnyvale

30 August, 2011
FEE PROPOSAL

Phase / Task	Hours/Rate			Total \$
	CN \$175	JB \$120	Tech. \$110	
1. Schematic Design				
A. Create base documents from original drawings				\$2,000
B. Preliminary design	1	6	12	\$2,215
C. Consultant coordination	1	3	0	\$535
D. Prepare outline specifications	0	6	0	\$720
E. Cost estimate coordination	2	4	0	\$830
F. 1 Community presentation	5	5	4	\$1,915
G. 2 Meetings with City Staff	8	8	0	\$2,360
Subtotal	17	32	16	\$10,575
2. Design Development				
A. Design Development	2	16	44	\$7,110
B. Consultant coordination	1	6	0	\$895
C. Technical specifications	0	8	0	\$960
D. Cost estimate coordination	1	4	0	\$655
E. 1 Meeting with City Staff	4	4	0	\$1,180
Subtotal	8	38	44	\$10,800
3. Construction Documents				
A. Construction drawings and details	1	40	60	\$11,575
B. Consultant coordination	1	12	0	\$1,615
C. Technical specifications	0	8	0	\$960
D. Cost estimate coordination	2	4	0	\$830
E. 2 Meetings with City Staff	8	8	0	\$2,360
Subtotal	12	72	60	\$17,340
4. Bidding				
A. Bidding Support	0	16	8	\$2,800
Subtotal	0	16	8	\$2,800
5. Construction Administration				
A. On-site progress meetings (6 @ 6H)	0	36	0	\$4,320
B. Submittal review	0	36	0	\$4,320
C. RFI's, construction support	0	40	0	\$4,800
D. Punch lists, project close-out	0	12	0	\$1,440
Subtotal	0	124	0	\$14,880
TOTAL NOLL & TAM PROFESSIONAL FEE				\$56,395

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.