



**REQUEST FOR PROPOSALS
FOR
Planning, Architecture, & Design Services for SVCE
Headquarters**

298 S. Sunnyvale Ave., Sunnyvale, CA 94086

RFP Release Date: May 05, 2025

RFP Submittal Deadline: May 21, 2025 @5pm



RFP Overview

Introduction

Silicon Valley Clean Energy (SVCE) is seeking proposals for architectural & engineering (AE) design services for a new Tenant Improvement project located at 298 S. Sunnyvale Ave., Sunnyvale, CA 94086. SVCE is seeking an adaptable, responsive vendor who will provide high quality services in conjunction with competitive pricing. The scope of services requested is further detailed in **Exhibit A: Planning, Architecture, & Design Services**.

This RFP is being administered by Cumming Group, Inc. on behalf of SVCE. All correspondences related to this RFP shall be addressed as follows:

To:

Joseph Capps-Jenner (joe.cappsjenner@cumming-group.com)

Cc:

SVCE's solicitation email (solicitations@svcleanenergy.org);

Owyn Notario (owyn.notario@cumming-group.com)

RFP Package

In addition to this RFP document, the following materials are included in this package:

- Exhibit A: SVCE HQ - Design Considerations & Space Types Description
- Exhibit B: Consultant Scope of Services
- Exhibit C: Existing Building Photos
- Attachment A: SVCE Standard Contract Terms

RFP Timeline

Activities	Date & Time (Pacific Standard Time)
RFP Issued	Monday, May 05, 2025
Deadline for Intent to Participate	Friday, May 09, 2025 @12pm
Site tour (optional)	Tuesday, May 13, 2025 @12-2pm
Deadline for questions	Wednesday, May 14, 2025 @12pm
Responses to questions posted online	Thursday, May 15, 2025
Deadline for proposals	Wednesday, May 21, 2025 @5pm
Interviews with top Respondents	Wednesday, May 28 (afternoon) or Friday, May 30, 2025 (times to be confirmed)
Notice of selection (subject to board approval)	Friday, May 30 or Monday, June 2, 2025

This tentative timeline is provided for the convenience of Respondents but may be subject to change at any time by SVCE, in SVCE's sole discretion.

In-Person Walkthrough

SVCE will conduct an optional in-person walkthrough of the building on Tuesday, May 13, 2025 @12-2pm PST. The building is located at 298 S. Sunnyvale Ave., Sunnyvale, CA 94086. Respondents are welcome to tour the building site at this time to gain information that will assist in developing proposals for this project. If you plan to attend, please contact the team per above.

Questions Relating to This Solicitation

Questions relating to this RFP shall be submitted prior to Wednesday, May 14, 2025 @12pm PST and shall be sent to the team per above. Answers to questions submitted will be subsequently posted to this RFP's page on the SVCE website: <https://svcleanenergy.org/solicitations/>

Project Information

Silicon Valley Clean Energy Overview

Silicon Valley Clean Energy (SVCE) is the community-owned electricity provider serving 13 Santa Clara County communities, including Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale and unincorporated Santa Clara County. SVCE provides 280,000 residential and commercial electricity customers with clean electricity at competitive prices, from sources like solar, solar+storage, wind, hydropower and geothermal. Silicon Valley Clean Energy was formed as Joint Powers Agency in March 2016, and launched service in April 2017. Ninety-six percent of electricity customers in the SVCE service area receive their electricity from SVCE. For more information, please visit: svcleanenergy.org.

As SVCE was formed to support our communities in reducing greenhouse gas emissions, we aim to provide our customers with resources that can help them understand their energy use and how it relates to their carbon footprint, discover ways to reduce their impacts, and find products and services to help them save energy and money. For more information about SVCE offers and services, please visit: ehub.svcleanenergy.org/incentives.

Project Details

SVCE recently purchased a 28,000-square-foot, two-story commercial building that will serve as SVCE's new headquarters, located at 298 S. Sunnyvale Ave., Sunnyvale, CA 94086. Located in Downtown Sunnyvale, the building was substantially rehabilitated in 2020. Please refer to **Exhibit C: Existing Building Photos** for reference of the existing conditions.

The two-story building, which is currently a shell, will include private office space, open office space, open lounge areas, private lounge areas, meeting rooms, storage space, IT & security storage room, kitchen, public gathering space, a Board chamber, and restrooms. The work may include minimal environmental remediation, minor roofing, possibly solar energy with battery storage, analysis and completion of HVAC systems, including upgrade as needed, and lighting replacement with controls. The building will serve many functions and require modular, adaptable features for various users. SVCE's target date for move-in is May 2026.

The space will have three functions:

- 1) working space for staff in a hybrid environment
- 2) community space
- 3) SVCE Board of Directors Chamber

The building will contain working areas for SVCE employees, collaborative meeting rooms, a community space, a publicly accessible boardroom, and other amenities for staff and members of the community. We have articulated the design vision and goals for this project as well as details of

each of the above listed spaces in **Exhibit A: SVCE HQ – Design Considerations & Space Types Description.**

Project Timeline

Below is an overview of the anticipated timeline for the key project milestones.

- 06/09/2025 - Kickoff meeting
- 07/11/2025 - Programming
- 08/08/2025 - Schematic Drawings
- 09/12/2025 - Design Development
- 10/24/2025 - Construction Drawings
- 01/16/2025 - Building Permit Issued
- 02/02/2025 - Construction begins
- 06/30/2025 - Substantial Completion

Proposal Requirements & Terms of RFP

Proposal Submission Requirements

Interested Respondents must provide the information listed below in a proposal. Please title the email subject “[INSERT FIRM] Proposal for Architecture & Design Consulting Services” and send it to solicitations@svcleanenergy.org. The proposal must be sent as a single PDF document. Please refer to **Exhibit B: Consultant Scope of Services**.

Proposals shall include:

1. **Statement of Qualification:** Provide a statement of qualifications for you or your firm (or the proposing individual) and include why you should be selected to perform the scope of work for this project. Please include previous projects that have been fully executed with similar scopes of work. Include any relevant specialties you or your firm may have that make you best suited to complete this project.
2. **Project Understanding:** Provide a brief statement indicating your overall understanding of the capital improvement project process, challenges, and a brief explanation of your project management and design approach. Provide acknowledgement that some of the proposed work may be subject to prevailing wage requirements, which will be incorporated into the standard contract terms.
3. **Key Staff and Organization Chart:** Provide a detailed explanation addressing staffing assignments and resources available, including proposed staff assigned to SVCE such as project manager, design staff or subconsultants, etc. as applicable to your proposal. Individuals responding should state that the individual is prepared to perform all of the tasks associated with the project.
4. **References:** Provide three references (name, company, address, email, and phone number) for the project team (or individual) for recent similar work that SVCE may contact and inquire about your work.
5. **Cost Proposal:** SVCE anticipates to engage with the Respondent on a fixed-fee basis, with allowances as needed for scopes that cannot yet be defined. Therefore, the cost proposal shall include a table listing all of the staff proposed to be assigned to the project with their fully-burdened hourly rate for the life of the project, including all proposed sub-consultants, which may include:
 - a. Mechanical, Electrical & Plumbing (MEP) Engineer
 - b. Structural Engineer allowance
 - c. LEED Consultant to evaluate feasibility, as well as prospective costs to pursue accreditation
 - d. Cost Estimating Services
 - e. Signage/Wayfinding consultant, if necessary

- f. Lighting consultant, if necessary
- g. Civil Engineer, if necessary
- h. Landscape Architect, if necessary
- i. Food service designer, if necessary
- j. Permitting/Code Experts, if necessary

Evaluation Criteria

SVCE will review and evaluate each submittal to determine how well it meets the requirements for the services defined herein. SVCE reserves the right to select vendors which, in SVCE's sole discretion, will best meet the needs of the organization. This qualification review will emphasize the vendor's specific experience and knowledge of the issues identified in this solicitation. SVCE may elect to reject any or all submittals.

Participants will be evaluated based on (but not exclusively):

- Experience in successfully completing similar projects including client satisfaction on these projects.
- Experience and qualifications of the proposed team. Aspects to be evaluated may include: creativity, innovation, budget control, and constructability.
- Company background: financial background, depth of resources and litigation history
- Clarity, creativity, innovation and thoroughness of the RFP response
- Competitive pricing and value for money

Selection Process

Based on SVCE's evaluation of qualifications received, a short list of vendors deemed most suitable will be prepared. Formal interviews may be conducted with the top-ranked vendors at SVCE's discretion. Following the results of reference checking and formal interviews (if needed), a ranking of vendors will be prepared in advance of contract negotiations. If negotiations are unsuccessful with the highest-ranked vendors, the next-ranked vendors will be invited to negotiate. Formal approval of the final selection may be made by a majority vote of the SVCE Board of Directors, which will make an award as it deems necessary regardless of ranking.

Agreement Terms

Awardees will be required to enter into a contract using SVCE's standard contract terms. Modification of the contract terms may be proposed by the Respondent for consideration by SVCE but are not guaranteed to be accepted. Rejection of the final terms from SVCE is grounds for disqualification.

SVCE's standard contract terms are available for review in Appendix A.

California Public Records Act

All parties acknowledge that SVCE is a public agency subject to the requirements of the California Public Records Act, Cal. Gov. Code section 6250 et seq. ("CPRA"). SVCE will not disclose any part of any proposal before it announces a recommendation for an award, on the ground that there is a substantial public interest in not disclosing proposal during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure, with the exception of those elements in each proposal which are exempt from disclosure pursuant to the CPRA.

If a Proposer believes there are portion(s) of the proposal which are exempt from disclosure, the Proposer must plainly mark it as "Confidential", "Proprietary", or "Trade Secret." SVCE may also request that the Proposer state the specific provision of the CPRA which provides the exemption, and the factual basis for claiming the exemption. Any proposal which contains language purporting to render all or significant portions of the proposal as "Confidential," "Trade Secret," or "Proprietary," will be considered non-responsive and a public record in its entirety.

Although the CPRA recognizes that certain confidential trade secret information may be protected from disclosure, SVCE may not be in a position to establish that the information a Proposer submits is a trade secret. If a public records request is made for information marked "Confidential," "Proprietary," or "Trade Secret," SVCE will provide the Proposer(s) who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The Proposer shall be solely responsible for taking such legal steps; if the Proposer takes no such action after receiving notice of the public records request, SVCE will disclose all records it deems subject to disclosure, even if marked "Confidential," "Trade Secret," or "Proprietary."

Ex Parte Communication

Please note that to insure the proper and fair evaluation of a proposal, SVCE prohibits ex parte communication (i.e., unsolicited) initiated by the Proposer to an SVCE Official or Employee evaluating or considering the proposals prior to the time a bid decision has been made. Communication between Proposer and SVCE will be initiated by the appropriate Agency Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award of the proposal, then in evaluation, or any future proposal.

Conflict of Interest/Statement of Non-Collusion

All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of SVCE. Further, all Proposers must disclose the name of any SVCE employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Proposer's firm or any of its branches.

The Proposer shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal and that the Proposer is not financially interested in, or otherwise affiliated in a business way with any other Proposer on the same land or improvements.

Addenda

It is the Proposer's responsibility to contact SVCE prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the proposal.

The failure of a Proposer to submit acknowledgement of any addenda that affects the proposal price(s) may be considered an irregularity and may be cause for rejection of the proposal.

Certifications

The submission of a proposal shall be deemed a representation and certification by the Proposer that it:

- Has read, understands and agrees to the information and requirements set forth in this RFP.
- Has the capability to complete the responsibilities and obligations of the proposal being submitted
- Represents that all information contained in the proposal is true and correct
- Acknowledge that SVCE has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants SVCE permission to make these inquiries
- Will provide any and all documentation related to the proposal in a timely manner
- Is eligible to submit a proposal because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency

Rights of SVCE

SVCE is not obligated to respond to any proposal submitted as part of the RFP. SVCE at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of SVCE. The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Proposer's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. SVCE reserves the right to accept all or part, or to decline the whole, and to award this RFP to one (1) or more Proposers. There is no obligation to buy. The RFP, if awarded, will be in the judgement of SVCE the most responsive to the agency's needs.

Exhibit A: SVCE HQ - Design Considerations & Space Types Description

SVCE continues to solicit feedback from various users, which is not currently captured in this Scope of Work. The Project Manager will provide user feedback in conjunction with the design process.

Design Vision

As an agency dedicated to sustainability and local community, it is essential that the SVCE Headquarters reflect these values. The design team should present options to achieve LEED Gold or Platinum certification and an analysis to reduce the embodied and operational carbon associated with the building and propose ways to reflect our community spirit in the design (local art, photos of the region history, installations that demonstrate clean energy future). The existing SVCE office furniture, which is relatively new, should be reused in the new building whenever it is realistic to do so.

Generally speaking, the first floor will consist of semi-public community areas including a boardroom, community space, additional large conference rooms, and a kitchen. The second floor will be secured and include open office & individual work spaces, private office, meeting rooms and collaboration areas or “third spaces”, office kitchen, gym and other features that accommodate private, individual and collaborative work spaces with acoustic and soundproof features. Further, there should be a clear physical delineation between the staff workspace upstairs and the community space downstairs for security reasons.

Community Space & BOD Chamber Vision Statement

A space that reflects SVCE values and provides community benefits. Includes Board Chambers and a community space. The space will incorporate similar values and features as the office space, with a focus on community gathering and incorporate elements of art and public education that reflect SVCE’s decarbonization mission and community values.

The space will include the Board of Directors Chambers that can accommodate a Board of thirteen directors and be flexible for events of up to 100 people.

Other uses for this space will be finalized during the design period but could include additional conference rooms, community education area, customer service area, etc.

Office Vision Statement

The office space will be an environment that inspires productivity, creativity, and collaboration. It will be designed to be flexible and adaptable to a hybrid workforce and built to evolve over time as the needs and size of the organization evolve. The space will have areas for quiet solo work—both

walled offices and open spaces—and collaboration—small, medium, and large. It will have formal office space and places for informal connection and discussion.

Space Type Descriptions

Below are more details about the various spaces planned for this project. Proposers are strongly encouraged to provide innovative and creative design solutions that will meet SVCE's needs today and in the future.

1) Staff Workspace

The current number of SVCE employees is 60+, with the opportunity to grow further. Various modular features must be considered to hold anywhere from 1 to 60+ employees at a given time. The list below lists SVCE's required features and is not exhaustive. SVCE encourages any design features that maximize the space as much as possible:

- Individual workspaces (can be cubicles or co-working space) to hold 60+ computers with double monitors with standing desks
- Modular shared offices for 10-15 members of SVCE's Executive Team. The overall size is negotiable after determining both functional needs within the office and space available within the building.
- Private individual offices for 10-15 members of SVCE's Executive Team. The overall size is negotiable after determining both functional needs within the office and space available within the building.
- 3-4 small modular conference rooms to fit 1-6 people. "phone booth" style is encouraged.
- 2-3 medium modular conference rooms to fit 7-15 people
- 1-2 large conference rooms to fit 15-30+ people
- Communal all-electric kitchen with cabinets, appliances, and modular seating area to fit 60+ staff.
- 1 coffee station (can be attached to communal kitchen)
- 1 IT server room
- 1 ancillary storage room
- 1 walkup printer area
- 1 small shower in the women's restroom
- 1 small shower in the men's restroom
- 1 small co-ed gym
- 1 Mother's/ Zen room

2) Community Space

The community space will be on the first floor of the building, with a clear delineation between the staff workspace upstairs and the public space downstairs for security reasons. *SVCE is still actively soliciting input on the needs for this space and it is currently the least-defined space in the building.*

As a start, SVCE currently thinks that the community space should be designed to hold groups of 15 to 60+ individuals. The space must incorporate educational elements about SVCE, services, and programs with a strong focus on local energy, climate change and community art. Community members include local students, contractors, nonprofits, member agency staff, and individual customers will be users of the space. The list below lists SVCE's required features and is not exhaustive. SVCE encourages any design features that maximize the space as much as possible:

- Nonfixed standing features information about SVCE and our programs
- 1 large conference room to fit 15-30+ people. The overall size is negotiable after determining both functional needs within the office and space available within the building
- Dedicated seating area for in-person customer or program support to fit 2-4 people
- Small communal all-electric demonstration kitchen with cabinets, induction cooktop, with modular seating area to fit 30+ staff
- Moveable art displays or visuals by local artists

3) SVCE Board of Directors Chamber

The Board of Directors Chamber will be on the first floor of the building, with a clear delineation between the staff workspace upstairs and the public space downstairs for safety reasons. The chambers will serve as a dedicated meeting space for SVCE's governing 13-board members, alternates, staff, and the public for regularly scheduled meetings. The space should be designed to hold a group of up to 100 people and may blend into the community spaces. The list below lists SVCE's required features and is not exhaustive. SVCE encourages any design features that maximize the space as much as possible:

- 1 small to medium storage room for IT purposes
- 1 large adjoining conference room to fit 15-30+ people.
- Optional raised stage, dias, and podium for the 13 directors or an elongated center table or U-shaped table.
- Flexible seating for up to 100 people.

Other Specs:

- natural materials as possible
- neutral color pallet
- all-electric communal kitchen and eating area

Exhibit B: Consultant Scope of Services

Overview of Services

Professional Experience

The scope of work consists of commercial office industry standard design and construction phases. The Consultant will follow the work plan for each of the design phases as described below. It is expected that the Consultant will work with the Project Manager to coordinate as needed to solicit feedback and input with SVCE internal stakeholders, partners and consultants, collect all the backup documentation approval and track changes as required through all the design phases. Additionally, the Consultant will be responsible for maintaining and distributing drawings and backgrounds to all Consultant Team members, depicting and illustrating the elements that influence the layout, design and cost of building systems.

Additionally, the Consultant will provide technical expertise including industry standards, constructability, budget and schedule aligned with SVCE's expectations along with value engineering of the elements that affect the layout, design and cost of building systems.

Plans, Specifications, and Estimates (PS&E)

The ultimate goal of the consultant's work is to produce plans, specifications, and estimates for bidding and construction of the facilities described. The overall PS&E work shall be generally phased in 50%, 90%, and 100% levels of completion. Consultant shall provide submittals, including construction cost estimates, to SVCE corresponding to these phases and address the SVCE's comments from the review of the submittal in the next phase, as appropriate. The consultant shall design the retrofit in accordance with applicable codes.

SVCE's boilerplate provisions will be supplied to be incorporated into bid documents package. Preliminary specifications and cost estimates shall be required with 50% and 90% levels of completion and finalized with the 100% PS&E and bid document package. The consultant shall submit both PDF and CAD electronic files for review at each phase.

The design shall include, but not be limited to, mechanical design, electrical design, plans and specifications, layouts, typical sections, and construction details necessary to construct the required work.

Meetings

The Consultant's proposal shall account for all meetings required to ensure successful management and completion of this project throughout all phases.

The following lists indicative types of meetings to be attended by the Consultant's representative(s):

- Design meetings attendance conducted in the form of in-person, hybrid, virtual, including:
 - Design meeting minutes and record keeping to track all design changes for follow up.

- Design workshops including finishes.
- Design presentation meetings with SVCE leadership, partners, and stakeholders at the end of each design phase.
- Interdisciplinary Page Turns with the stakeholders and partners.
- Construction documents and close out of phases meetings.
- Coordination meetings with the City or Health Department or any other authority as required to complete the permit processes.
- Weekly technical coordination (MEP) meetings during design phases with relevant stakeholders and sub-consultants.
- Owner-Architect-Contractor (OAC) meetings during Construction Administration
- Evaluation and integration of specialty design elements, such modernization of the existing elevator as needed

At each design milestone, the design will be reviewed for alignment with the overall project budget. The Consultant, along with the Cost Estimator and the General Contractor, are required to provide actionable feedback.

Value Engineering

Architects will participate in Target Value and Scope/Budget alignment work as needed to keep design within budget. **SVCE will not pay added costs for design revisions needed to maintain budget, once the budget is set at the beginning of Schematic Design.**

Pricing Support

During preparation of the Contractor's price, the Architect shall coordinate with the Contractor and Project Manager for all Allowances to be included in the Lump Sum contract.

Programming & Conceptual Design

By the end of Conceptual Design, we expect to know what we will be designing and building. The following activities occur during Conceptual Design:

- Due diligence studies of the existing conditions and code requirements including, but not necessarily limited to:
 - Propose HVAC strategy(s) to mitigate droplet and vapor dispersal patterns for the design team's consideration in the conceptual and schematic planning phase.
 - Review of facility's mechanical, electrical and plumbing capacity and existing condition
 - Review of building's existing diaphragm including all exterior elements, roof and envelope
 - Review of existing building entrances and conformance to current ADA code
- Validation of scope, schedule, and budget in light of due diligence findings
- Confirm the space planning blocks to confirm the programming criteria provided by the Owner, including a completed space program matrix and space plans

Design Deliverables:

This package will be the main reference and playbook for the project, detailing priorities on aspects of space, use, needs, requirements, options, opportunities and liabilities (etc.). It should also highlight aspects of the work that will need development in subsequent phases.

The final Program & Conceptual Design package shall include, but not be limited to, the following deliverables:

- Code analysis, assessing accessibility, and all other relevant code-related constraints that will materially affect scope, schedule, and/or budget.
- Facility Program analysis of spaces, adjacencies and amenities/systems/requirements as necessary, including analysis of overall seat density (described as “sf per headcount”)
- Design Analysis: General Circulation (described as % of SF as part of the program matrix)
- Engineering Systems analysis of existing building conditions and capacities against the Google facility program.
- Analysis of risks & constraints, including those uncovered by the due diligence report created by engineers as well as your code analysis.
- Concept plans of at least 2 distinct layout options with quantitative, and qualitative analysis of concepts.
- Documentation of high level vision, goals, and objectives for the interior. Please outline specific exterior risks or requirements for the team to consider those as part of their scope
- Design narrative & concept, incorporating all major building systems and sustainability strategies, acoustics, audiovisual, etc.
- High level conceptual diagrams including lighting, circulation, acoustics, adjacencies, and any other necessary elements as affected by post-covid impact scope.
- Interior perspective sketches, precedent photos, and other materials as necessary to communicate the design concept for each of the schemes.
- Detailed design & permitting roadmap for Schematic Design through the start of construction. The roadmap should highlight moments of handoffs, deadlines and definitions of deliverables, client review periods and signoffs, consultant background issues, etc. as appropriate.

Schematic Design

The consultant shall provide clear design documents as needed, including final floor plans (with workstation and collaboration environments detailed) and all work, team and amenity spaces defined, scaled and placed in the appropriate location. General direction for finishes and furnishings shall also be defined. The Project team shall propose design elements, identify and articulate major design issues elements within the design, and provide selection of building materials and methods along with aesthetic and project budget constraints.

By the end of Schematic design, we expect that the Program/Scope is fixed. Layout should be 90% complete. Types of finishes, furniture, and decor should be schematically set. ***The content of the***

package should have a good level of information, in order for the PM to provide good cost estimates at this phase.

Design Deliverables:

- SD-level floor plans and diagrams, including any food service areas
 - Furniture plan (required to show in the test fit the furniture system as part of the layouts proposed)
 - Finish plan
 - Circulation diagram
 - Equipment layout
- SD-level ceiling plans and diagrams
 - Lighting design plan (overlaid over furniture)
 - Conventional architectural reflected ceiling plan
- Look & feel images and 3d sketch drawings as needed to effectively articulate the design intent. Photo-realistic renderings are not necessary.
- Value options throughout the design phase, and with the general contractor, leading required value engineering efforts.
- Meeting with applicable jurisdictions to validate permit approach and code interpretations
- Provide BOD documents and review or modified according to the option selected, Consultant will be responsible for the coordination and integration of and with Mechanical, Plumbing, Electrical, Fire Protection, Low Voltage, AV/Tele-Conferencing, and Security systems into the Design.

Design Development

The Construction Document phase shall generally be developed to provide 50% and 100% drawing package deliverables to allow for sufficient coordination and check-ins with the Project Manager and owner's vendors and partners.

The consultant shall provide clear design documents as needed, including final floor plans for coordination with all subconsultants, owner vendors or trade partners including furniture, low voltage, audio-visual, plants, and art. Final selection of finishes and furnishings shall also be clearly defined, with any alternates clearly noted in the drawings. The Project team shall identify any elements that are lacking in detail and therefore require owner allowances to be established, and as well clearly articulate any major design issues or elements within the design, and provide indication of design details required to support the selected building materials along with aesthetic and project budget constraints.

It is expected that some level of VE will be required during this phase, as necessary, based on team recommendations aligned with the project objectives on budget or schedule.

Design Deliverables:

- Updated facility program based on the approved design package.
- Architectural set
 - Floor and ceiling plans
 - Site, landscaping, irrigation plans if required
 - Furniture plans with example selections for the furniture vendor to use as basis for their selection and sourcing work
 - Updated circulation flow diagrams
 - Presentation plans showing:
 - Furniture - locations, sizes, quantities, illustrative examples -- *furniture selection and procurement will be done separately by the Project Manager*
 - Wayfinding & other signage moments - locations, sizes, quantities, illustrative examples
 - Graphics & decor locations - locations, sizes, quantities, illustrative examples
 - Plants - locations, quantities, methods of integration (Pots? Built-in planters?)
 - Elevations
 - Interior, exterior elevations
 - 3d sketch renderings as necessary to communicate the design
- Graphics & decor set
 - Wayfinding plans and illustrations
 - Signage plans and illustrations
 - Graphics, art, and decor located and examples selected
- Lighting package
 - Reflected ceiling plan
 - Lighting plan, including color temperature and lighting levels
 - Cut sheets/specifications for selected lighting fixtures and alternates
 - Recommendations for lighting control systems
- Structural Set
- MEP Set
- Food Service drawings (Detailed equipment layout plans and elevations) as required
- Health Department Set, as required
- Integration of and with HVAC, Mechanical, Plumbing, Electrical, Fire Protection, AV/Tele-Conferencing, and Security system packages.
- Delivery of presentations, as required, to SVCE leadership.
- Consultant shall provide value engineering options throughout the design phase with the Project Manager, who will lead required value engineering efforts.
- Coordination with Project Manager for the preparation of the Construction budget.

Construction Documentation

The Construction Document phase shall generally be developed to provide 50%, 90%, and 100% drawing package deliverables to allow for sufficient coordination and check-ins with the Project Manager and owner's vendors and partners.

At a minimum, the Architect's participation and deliverables for Construction Documents shall include the following:

- Attend regular design meetings.
- Participate in budget and pricing reviews.
- Prepare a complete set of Contract Documents for the project to be in conformance with applicable building, fire-life safety and ADA code requirements.
- Coordinate the work (design process, document production scheduling, CAD, and other file sharing types, etc.) with design-build sub-contractors under the General Contractor.
- Provide MEP peer review of documents.
- Lead the team in submitting these documents for all permit applications and obtaining the permits.

Deliverables:

Complete and issue a coordinated 50%, 90% and 100%/Permit Issuance set of Contract Documents (including all permit approval requirements, drawings, specifications, calculations, final material and equipment selection, details, etc.), which may include the following:

- Architectural Set
 - Updated floor plans including enlarged plans as required
 - demolition, exiting/access/occupancy, floor, power and signal, ceiling, finish, furniture, equipment layout
 - Schedules (for doors, windows, frames, hardware, etc.), interior elevations, sections, details (including millwork), and specifications.
 - Reflected Ceiling Plans
 - Equipment list clearly identifying any owner or contractor responsibilities
 - Furniture plans clearly identifying any owner or contractor responsibilities
 - Construction Details, as required
- Structural Set
- MEP Set

Permitting and Bidding

The Consultant shall be responsible for coordinating with the City and any AHJs as required to support the successful permitting of the project. The documentation strategy during this phase should follow the procurement and permitting strategy collectively developed by the Project Team.

It is imperative the Consultant Team understands the City of Sunnyvale Permit intake process, and subscribes to the expectations of this process into their milestone delivery and permitting strategy.

Deliverables:

- Strategy meeting with the City of Sunnyvale for permitted scopes.
- Permit plan, with key dates including intake, review, and all dependencies for City, Planning and Health Departments.
- Industry-standard permit sets.
- Industry-standard construction sets.
- Specifications -- sheet specs or book specs are left to the architect's discretion.
- Supplemental sketches as necessary for bidding.
- Coordination of IT, AV, Security, Furniture, MEPF, Structural.
- Finalized wayfinding, signage, and other graphic design.
- LEED or Cal Green equivalent requirements to meet code compliance.

Construction Administration Services

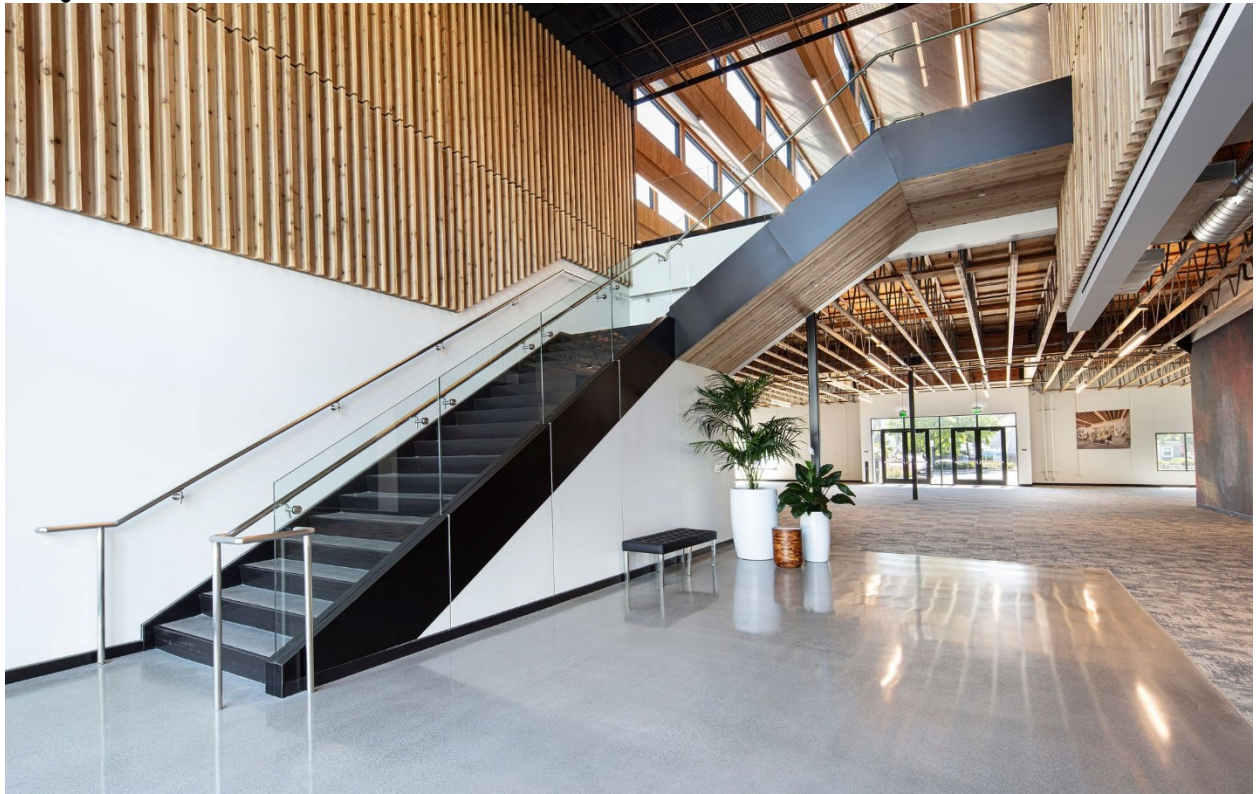
During construction, the Architect and it's subconsultants will provide the following services:

- Periodic on-site visits of the construction works to ensure general conformance with the Construction Documents design intent. Site visits will be recorded with formal, printable and digital copied, field reports.
- Review submittals and shop drawings to verify conformance with design intent, finish specifications, and millwork details.
- Timely response to field inquiries, RFI's, etc. (no later than 5 working days, critical RFI's 2 day turn-around)
- Preparation of documentation for changes to the Construction Documents, including all the backup documentation/approval associated with those changes prior to submitting the bulletins or drawings.
- Attend meetings (usually on site) including project OAC, project change order meetings, etc. to support construction
- Jurisdictional coordination for changes to the project (Bulletins, RFI's, etc).
- Final review and approval of all construction as it relates to the contract design documents.
- Coordination of punch list process and documentation of the construction punch list.
- Coordination required for collection of as-built information into final record drawings (As-built documentation must be provided to Google in AutoCAD, PDF and hard copy).
- Document Distribution - responsible for the printing and distribution of all drawings and documentation required by Google team and contractor.
- Project Close-out; work in this phase includes:
 - Inspection of completed construction work
 - Review of O&M manuals.

- Review of all project as-builts submitted by General Contractor for overall completeness and thoroughness.
- Cal Green compliance with authority having jurisdiction as required by code.
- Transfer of as-built drawings as both PDF and CAD at project completion

Exhibit C: Existing Building Photos





Attachment A: SVCE Standard Contract Terms

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
CLICK TO ENTER CONSULTANT'S NAME
FOR
CLICK TO ENTER SERVICES THAT WILL BE PROVIDED**

THIS AGREEMENT, is entered into this [Click here to enter DAY.](#) day of [ENTER MONTH., ENTER YEAR.](#), by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and [Click here to enter Consultant's name.](#), a [Click here to enter entity type \(California corporation, partnership, etc.\).](#) (hereinafter referred to as "Consultant") (collectively referred to as the "Parties" and individually as a "Party").

RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*) ("Act") with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for [Click here to enter a description of work to be performed.](#) upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

TERM

The term of this Agreement shall commence on [Click here to enter beginning of term.](#), and shall terminate on [Click here to enter end of term.](#), unless terminated earlier as set forth herein.

SERVICES TO BE PERFORMED

Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

COMPENSATION TO CONSULTANT

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed [Click here to enter amount of compensation in words.](#) dollars (\$[Click here to enter amount of compensation in numerals..00](#)) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

TIME IS OF THE ESSENCE

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

STANDARD OF CARE

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area under similar circumstances and in a manner reasonably satisfactory to Authority and agrees that all services shall be performed by qualified and experienced personnel. Consultant shall be responsible to Authority for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Consultant be found in such services or products, Consultant shall correct the errors at no additional charge to Authority by redoing the professional work and/or revising the work product(s) called for in the Scope of Services to eliminate the errors. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

INDEPENDENT PARTIES

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. Consultant shall indemnify and hold harmless Authority and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of Authority officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. Authority shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Authority from Consultant as a result of Consultant's failure to promptly pay to Authority any reimbursement or indemnification arising under this section.

NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with

this Agreement.

NON-DISCRIMINATION

In the performance of this Agreement, Consultant, and any subconsultant under the Consultant, shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Consultant shall have responsibility for compliance with this Section.

HOLD HARMLESS AND INDEMNIFICATION

A. **General Indemnification.** To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those Authority agents serving as independent contractors in the role of Authority officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

B. **Intellectual Property Indemnification.** Consultant hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights"), except as otherwise expressly provided by this Agreement. Consultant warrants that the services to be provided pursuant to this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall indemnify, defend, and hold Indemnitees, harmless from and against any Liabilities by a third party that the services to be provided pursuant to this Agreement infringe or violate any third-party's IP Rights, provided any such right is enforceable in the United States. Such costs and expenses shall include

reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation.

C. The acceptance of the services by Authority shall not operate as a waiver of these rights of indemnification. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability.

D. Consultant's indemnifications and obligations under this section shall survive the expiration or termination of this Agreement.

10. INSURANCE

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Failure to Secure or Maintain Insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by Authority are not

represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. CONFLICT OF INTEREST

Consultant warrants that it, its officers, employees, associates and subcontractors, presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it, its officers, employees, associates and subcontractors, will not employ any person having such an interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this section into any subcontract that Consultant executes in connection with the performance of this Agreement. Consultant understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original project for which Consultant was hired; (2) Completion of the original project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

F. Authority shall be the owner of and shall be entitled upon request to immediate possession of accurate reproducible copies of Reports or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement or upon completion of the work pursuant to this Agreement.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement

16. **PARTY REPRESENTATIVES**

The Chief Executive Officer (“Authority Representative”) shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. [Click here to enter the name of Consultant representative.](#) (Consultant Representative”) shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **INFORMATION AND DOCUMENTS**

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively “Data”) developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the Authority Representative or unless requested in writing by the Authority’s General Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the Authority. Response to a subpoena or court order shall not be considered “voluntary,” provided Consultant gives Authority notice of such court order or subpoena.

B. Consultant shall promptly notify Authority should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Authority. Authority may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Consultant. However, Authority’s right to review any such response does not imply or mean the right by Authority to control, direct or rewrite the response.

C. It is understood that Authority is subject to the California Public Records Act (Gov. Code § 7920.000 *et seq.*). If a request under the California Public Records Act is made to view any documents Consultant provided to Authority, Authority shall notify Consultant of the request and the date that such records will be released to the requester unless Consultant obtains a court

order enjoining that disclosure. If Consultant fails to obtain a court order enjoining that disclosure, Authority will release the requested information on the date specified.

D. In the event Authority gives Consultant written notice of a "litigation hold" or request under the Public Records Act, then as to all data identified in such notice or request, Consultant shall, at no additional cost to Authority, isolate and preserve all such data pending receipt of further direction from the Authority.

E. Consultant's covenants under this section shall survive the expiration or termination of this Agreement.

18. **NOTICES**

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and Authority's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

NOTICES TO AUTHORITY:
333 W. El Camino Real
Suite 330
Sunnyvale CA 94087
Attention: Chief Executive Officer

INVOICES TO AUTHORITY:
invoices@svcleanenergy.org

TO CONSULTANT:

[Click here to enter consultant name.](#)
[Click here to enter company name.](#)
[Click here to enter street number and street name.](#)
[Click here to enter city, state, and zip code.](#)

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be determined by the Authority but shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, the Authority Representative may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Authority Representative shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

In the event of Authority's termination of this Agreement due to no fault or failure of performance by Consultant, Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority. Consultant shall have no other claim against Authority by reason of such termination, including any claim for compensation.

20. **COMPLIANCE WITH LAWS**

Consultant shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations, including, but not limited to the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Section 2701, et seq., California Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100 *et seq.* Authority, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

Consultant represents and agrees that all personnel engaged by Consultant in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Consultant represents and warrants to Authority that it has all licenses, permits, certificates, qualifications, and approvals required by law to provide the services and work required to perform services under this Agreement, including a business license. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either Party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. **AUTHORITY'S RIGHTS TO EMPLOY OTHER CONSULTANTS**

Authority reserves the right to employ other consultants in connection with the subject matter of the Scope of Services.

29. **EXHIBITS**

The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

30. **FORCE MAJEURE**

Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

31. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance

of payment shall be any negotiation of Authority's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

32. **ATTORNEY FEES**

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

33. **SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

34. **SUCCESSORS AND ASSIGNS**

The terms and conditions of this Agreement shall be binding on the successors and assigns of the Parties to this Agreement.

35. **NO THIRD PARTY BENEFICIARIES INTENDED**

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

36. **COUNTERPARTS; FACSIMILE/PDF/ELECTRONIC SIGNATURE**

This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument. The Parties agree that a facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

37. **DRAFTING PARTY**

This Agreement shall be construed without regard to the Party that drafted it. Any ambiguity shall not be interpreted against either Party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

RECOMMENDED FOR APPROVAL

Enter Your Name, Enter Your Title

CONSULTANT NAME

Enter Consultant's Name

By: _____

Name: _____

Title: _____

Date: _____

SILICON VALLEY CLEAN ENERGY
AUTHORITY

A Joint Powers Authority

By: _____

Name: Monica Padilla

Title: Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

[Click here to enter text.](#)

Exhibit B
Schedule of Performance

[Click here to enter text.](#)

This schedule may be modified with the written approval of the Authority.

Task	Begin	Complete
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Exhibit C
Compensation

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of **Click here to enter dollar amount in words.** dollars (**Click here to enter dollar amount in numerals.**), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

Task	Estimated Budget
1.	\$ XX,000
2.	\$ XX,000
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Total	

Rates

Personnel	Title	Hourly

Invoices

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked,

task(s) for which work was performed). Authority shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth herein. Authority does not pay interest on past due amounts.

Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority

Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority Representative prior to commencement of any additional services. Consultant shall submit, at the Authority Representative's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Exhibit D
Insurance Requirements and Proof of Insurance

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.
- (2) **Liability:**
Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.
- (3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
- (4) **Professional Liability**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

