

City of Piedmont
COUNCIL AGENDA REPORT

DATE: July 19, 2021

TO: Mayor and Council

FROM: Sara Lillevand, City Administrator

SUBJECT: Consideration of the Issuance of a Request for Qualifications/Proposals for Architectural/ Engineering/Planning and Design Services for the Piedmont Community Pool

RECOMMENDATION

Authorize the issuance of a Request for Qualifications / Proposals (RFQ/P) for Architectural/Engineering/Planning and Design Services for the Piedmont Community Pool Project.

BACKGROUND

At its meeting on June 7, 2021, the City Council approved a contract with Griffin Structures for Project Management / Owners Representative services for the Piedmont Community Pool project. George Sanen was introduced as the Project Manager and Jon Hughes was introduced as an Executive Vice President with Griffin Structures who will remain involved in a key support role. Since approval of the contract, City staff have had several productive meetings with Mr. Sanan and Mr. Hughes, focusing on schedule, budget, lines of communication, and anticipated work with the Community Pool Advisory Committee.

In order to stay on track with the project requirements and ambitious project schedule, which targets opening the facility to the public in time for the summer of 2024, a key initial task involved work with Griffin Structures to develop the Request for Qualifications/Proposals (RFQ/P) for Architectural/Engineering/Planning and Design Services (see Exhibit A). Originally, the targeted date for Council consideration of the issuance of the RFQ/P was August 2nd. Recognizing the desire to shave every week possible from the schedule, in hope of opening for the Summer of 2024, the creation of this document was expedited. Should Council approve the proposed RFQ/P at this meeting, the RFQ/P will be released on July 20, 2021.

The attached customized document is quite detailed and is based on a template that has been utilized successfully by Griffin Structures for a number of public aquatics facilities. It has undergone review with the City Attorney's office and has been modified accordingly. The Scope of Services and Work Plan notes the City's environmental goals as well as each step in the process, from conceptual design, development of construction documents, permitting, bidding, and design support during the construction phase.

Should Council authorize the issuance of the RFQ/P at this meeting, interviews with short listed firms are targeted for the week of September 27th. After background and reference checks of the selected firm, staff hopes to bring a contract to Council for approval at its meeting of October 18th. On this schedule, design services would likely be initiated as early as the last week in October, with construction being initiated in the Winter of 2022. As noted above, this is an ambitious timeframe – requiring diligence, efficient decision making, and perhaps a degree of good luck. That said, it is our goal to complete the facility at the earliest possible date and to keep the project on track.

ATTACHMENT

RFQ/P for Architectural/ Engineering/Planning and Design Services for the Piedmont Community Pool

By: Paul Benoit, Special Assistant



**CITY OF PIEDMONT
120 VISTA AVENUE
PIEDMONT, CA 94611**

**REQUEST FOR QUALIFICATIONS/PROPOSALS FOR
NEW AQUATICS CENTER**

**ARCHITECTURAL/ENGINEERING
PLANNING AND DESIGN SERVICES**

Release Date: July 20, 2021

Pre-Submittal Meeting: July 30, 2021 at 11:00 a.m.

Submission Due Date: September 3, 2021 by 2:00 p.m.

RFQ/P's shall be delivered electronically to:

communitypoolproject@piedmont.ca.gov

and should be clearly marked :

City of Piedmont Community Pool

- Design, Architectural and Engineering Services Proposal-

and must include the Proposer's name, e-mail address and telephone number.

Please see item No. 2.1 on page 36 for additional information

BACKGROUND

The City of Piedmont (“City”) is requesting written Proposals (“Proposals”) from professional architectural / engineering firms/teams (“Proposers”) with experience in consensus driven complete design architectural and engineering design development, environmental and entitlement support, construction cost estimating, preparation of construction documents, and design support during demolition, construction and commissioning (collectively “Services”) The City is specifically seeking the services of a design team with highly successful aquatic center design experience, experience in designing creative projects that are environmentally responsible and resource efficient, along with incorporation of innovative technologies, as well as experience working with the public sector and engaged communities.

The existing Piedmont aquatics facility opened in 1964 and was operated by the private, not-for-profit Piedmont Swim Club until 2011. At that time, the City assumed responsibility for operation of the facility and renamed it the Piedmont Community Pool. It has long been recognized that the size and configuration of the facility was inadequate to meet the aquatic needs of the community. Recreation swim, lap swim, learn-to-swim, therapeutic swim, and competitive swim/water polo have all been vying for limited and suboptimal space for decades. To address these deficiencies, the Piedmont City Council and community have launched many efforts over the years to chart a course to a new aquatics center including, but not limited to:

- Piedmont Community Recreation Center (PCRC) 2002
- Recreation and Aquatics Cooperative (RAC) 2002-2005
- Sports Management Group Aquatic Study 2006
- Civic Center Master Plan 2006-2007.

These efforts and studies all drew similar conclusions regarding the inadequacy of the present facility and potential for a new, more appropriate facility. However, for various reasons, no actions were taken to renovate or replace this community resource. Instead, the focus has been on yearly maintenance and repairs to keep the present facility safe and operational. Due to COVID-19 restrictions as well as deteriorating physical conditions, the Community Pool has been closed since March 2020.

In 2015 the City launched a new study to further analyze possibilities for a facility that would meet community needs. That work, led by Harley-Ellis-Devereaux (HED) and involving robust community engagement, culminated with adoption of the Aquatics Master Plan Conceptual Design on November, 2016. Following adoption, the City commissioned additional analyses, including an Operational Analysis of the proposed concept, completed by Counsilman-Hunsaker; an in-depth analysis of the current facility’s condition and life-expectancy, completed by Aquatic Commercial Consulting; and community opinion polling, completed by Fairbank, Maslin, Maullin, Metz & Associates. These documents, along with others related to the pool project are available on the [Piedmont Community Pool Project page of the City’s website](#).

The results of these combined analyses led the City Council to place a General Obligation Bond Measure, in the par amount of up to \$19.5 million, on the November 2020 ballot, for the purpose of replacing the Piedmont Community Pool and to make related improvements to adjacent areas, including: showers, restrooms, locker rooms, multi-purpose rooms and civic open space. The Measure (Measure UU) passed by the required two-thirds margin and the City now desires to move expeditiously to assemble a Design Team to ensure that every aspect of this high-profile project advances with thoughtful and thorough attention to all essential details, and to ensure delivery of a project that meets and exceeds community expectations. This will necessarily require a Firm that is deeply experienced, innovative, collaborative, highly responsive and possessing excellent communication skills.

PROJECT DESCRIPTION

The existing Piedmont Community Pool and related infrastructure will be demolished and a new aquatics facility will encompass the present site as well as adjacent City-owned land. The Project site is approximately 1.17 acres and is generally bound by the Recreation Building to the west, Magnolia Avenue to the south, Bonita Avenue to the east and the Corey Reich Tennis Center to the north. The conceptual design, described and pictured below, is the starting point for the design's Team schematic design work.

The Community Pool Conceptual Master Plan was developed to address the needs of competitive swim and water polo, instruction, water fitness, and recreational users of all ages. The Conceptual Plan features two bodies of water, a deep-water Competitive Pool and a shallow Leisure or Recreation Pool. The competitive pool includes a "stretch 25" competition pool that includes a 4-foot movable bulkhead and two 1-meter diving boards. This 9,600 square foot (30-meter x 25 yard) pool would serve a variety of programs including competitive swim and water polo practices as well as dual meets and matches, lap swim, aquatics camps, clinics and instruction, and recreational swimming/diving. The movable bulkhead allows for the pool to be divided so that concurrent programs can take place at the same time.

In addition to the competitive pool, the Conceptual Plan includes a 3,900 square foot, zero-depth entry Leisure Pool that may feature an activity structure, spray features and small waterslides. The Leisure Pool, as proposed, includes a 25-yard, 2-lane instructional area for swim lessons and lap swim. Together, the two pools, as conceived, would provide the Piedmont community with 13,500 square feet of water.

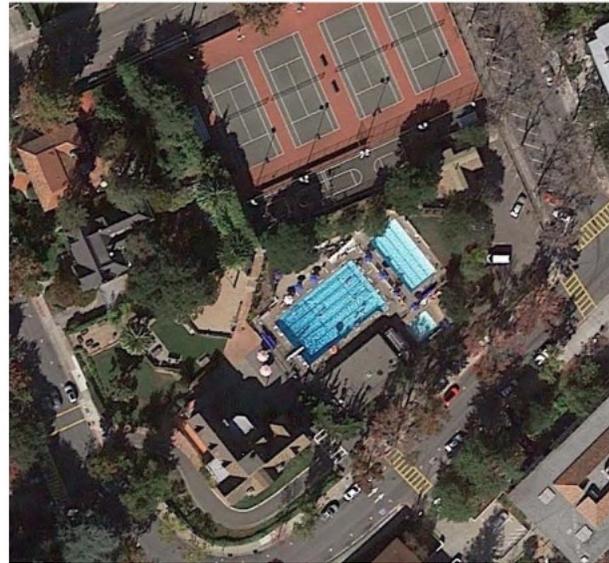
The Conceptual Plan also includes a 7,700 square foot, 2-story Bathhouse at the eastern end of the property. The Bathhouse ground floor features a main entry and reception area, changing /restrooms, concessions and a 1,200 square foot mechanical room. The second floor includes a restroom for the adjacent tennis courts, 2 multi-purpose rooms, office space and an observation deck overlooking the two pools and views of the bay.

The Conceptual Plan served to identify essential community needs relative to a new aquatics facility and, as importantly, confirmed that those needs could be met on the site and surrounds of the existing facility. Using the elements of the Conceptual Plan as a general framework, the City invites the creativity, vision and experience of the selected design team to envision and design a new facility whose elements, architecture and aesthetic respects and reflects the Piedmont community; that is all-inclusive and serves all ages; that incorporates state-of-the-art equipment and technology, is environmentally friendly, and incorporates innovative responses to the concerns and challenges of environmentally friendly sustainable

design.



CONCEPTUAL MASTER PLAN



EXISTING SITE COMMUNITY POOL

Work completed to date includes Master Plan prepared by HED architects in 2016, full design-level surveying of the site (completed and available in CAD), a hazardous materials evaluation (site work completed in 2021), and a soils investigation (boring work completed the week of March 29, 2021) All information can be accessed at the city’s web site.

WATER FEATURES COMPARISON TABLE					
		Existing		Proposed	
	Pool	Area (sf)	Pool	Area sf	
Lap Pool	25yd x 6 lanes	3,130	Stretch 25 25yd x 35m 10 lanes	9,600	
Teaching Pool	16yd x 3 lanes	1,240	25yd x 2 lanes	Area included in leisure pool	
Baby Pool		300	N/A	N/A	
Leisure Pool	N/A	N/A		3,900	
Total	6 x 25yd lanes 3 x 16yd lanes	4,690	12 x 25yd lanes	13,500	

BUDGET AND SCHEDULE

The City has established a preliminary budget of \$21 million dollars for construction costs for the project, inclusive of all soft and hard costs. The project will be funded using City Bond funds. The City has targeted a mid-2024 completion date for the Project. The selected consultant will work with the City's team to validate, update and adjust the project budget and schedule, through all phases of the design and regulatory permitting processes.

ACRONYMS/DEFINITIONS

For the purposes of this RFQ/P, the following acronyms/definitions will be used:

<i>Awarded Vendor</i>	The organization/vendor/proposer that is awarded and has an approved contract with the City of Piedmont, California for the services identified in this RFQ/P. Also Referred to as the Project Architect.
<i>City</i>	The City of Piedmont and any department or agency identified herein
<i>Program/Project Manager (PM)</i>	The City’s designated Program/Project Manager
<i>Dept. of Public Works</i>	The City’s Department of Public Works.
<i>Consultant</i>	Organization/individual submitting a response to this RFQ/P.
<i>Evaluation Committee</i>	An independent committee comprised of representatives of the City established to review proposals submitted in response to the RFQ/P, score the proposals, and select a vendor.
<i>LEED</i>	Leadership in Energy & Environmental Design rating system, as operated by the United States Green Building Council
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>Proposer</i>	The Firm/Team submitting a Proposal in response to this RFQ/P
<i>Project Architect (PA)</i>	The Awarded Vendor, the Firm that shall have overall responsibility for the Design of the Project.
<i>Proposal</i>	A written response to this RFQ/P, including all exhibits, supplementary materials, and attachments thereto, pursuant to the requirements set forth in this RFQ/P
<i>RFQ/P</i>	Request for Qualifications/Proposal.
<i>Services for Work</i>	Services for Work to be provided by the Project Architect
<i>Shall/Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

Should

Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the City may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.

***Subcontractor/
Subconsultant***

Third party employed by the vendor who will provide services identified in this RFQ/P.

1 SCOPE OF SERVICES

The following preliminary scope of services is included as the minimum services required by the Awarded Vendor. Firms are encouraged to provide additional details and/or value additions to the proposed scope of services to be included in the RFQ/P.

1.1 BASIC SERVICES

The services shall be performed in accordance with all latest applicable codes, standards, and regulations under the direction and control of a Registered/Licensed Architect in the State of California.

The Project shall incorporate sustainable design principles throughout all aspects of design including the goal of a LEED Silver certification, and an in-depth feasibility and cost/benefit analysis to determine if the facility can reach a Net Zero Energy for construction, operations and maintenance of the facility. This analysis shall be performed in the Preliminary stage of design to make an early determination of the feasibility of this goal.

The Awarded Vendor will be referred to as the Project Architect (PA), and shall include the following professional services in its RFQ/P:

- Preliminary design / environmental & entitlements support
- Public outreach and stakeholder design collaboration / input
- Project Environmental Entitlement
- Demolition phasing and contract documents
- Development of complete specifications
- Architectural design
- Landscaping design
- Aquatics design – Competitive and recreational
- Civil engineering
- Wet and dry utilities design
- Geotechnical engineering
- Structural engineering
- Mechanical, electrical and plumbing engineering

- Lighting design
- Signage & graphics design
- Parking design
- Traffic safety analysis
- Acoustics, noise and vibration control
- Codes and accessibility compliance
- Waterproofing
- Basis of Design for Security / fire alarm
- Basis of Design for Energy management
- Interior, furniture, fixtures and equipment design
- Value engineering, life cycle and operations / maintenance program design
- Cost estimating and scheduling
- LEED Silver level certification
- Net Zero Energy, (if feasible and selected by the City)
- Low-Voltage (audio-visual, telecommunications, internet technology, etc.)
- Participation in commissioning and Project closeout
- Compliance with BAAQMD

1.2 WORK PLAN

The PA shall establish a project organization team to manage the services and shall coordinate and administer all services performed by it and its sub-consultants. Such management activities and controls shall include, but not necessarily be limited to the following:

- Develop project documentation necessary to manage the design and engineering process
- Establish and update time schedules for the completion of document milestones and coordinate these with City where work is contingent upon City input

- Regularly monitor the time expended and quantities and quality of work performed by PA staff and sub-consultants
- Submit a proposed Deliverables list for PM's review and approval at the start of each phase

The PA shall designate to the City, a primary contact person for the PA ("Primary Contact") who will be the responsible point of contact for coordination of the Services with the PM throughout the duration of the Project. The PA shall also designate key staff for each of the design disciplines. If changes must be made to the Primary Contact or any key staff due to unavoidable circumstances, the PA shall submit the name(s) of the proposed substitute person(s) and related resume and statements of professional qualifications to the PM in writing for approval by the City.

1.2.1 **Service Phases:** The scope of services are broken down into the following phases:

- Phase 1 services will include Conceptual Design and Environmental Entitlement Support, Schematic Design, Design Development, and related support services. For each Phase 1 design component, PA and key A/E Team members shall participate in up to four review meetings with City and PM staff, up to three community meetings and up to two City Council Meetings, as may be required. Within Phase 1, the phasing and implementation of demolition of the existing facilities will be addressed.
- Phase 2 services will include Construction Documents, Regulatory Permitting, and Bid Phase Support.
- Phase 3 services will include Design Services During Construction and Commissioning.

1.2.2 **Project Architect (PA):** The PA will provide to PM a single source of responsibility and control for the Services, including but not limited all services and disciplines listed under Paragraph 3.1 above. The PA will provide all materials, management and professional services necessary or required to complete the Services in a timely manner. As the Services progress, City and PM shall participate in the creative aspects of the project as well as monitor the program, Services progress and architectural / engineering disciplines of the PA. In that capacity, City and/or PM reserve the right periodically to visit the office of the PA and / or its sub-consultants to review the work in progress, provide creative input, and generally assist in resolving design issues.

1.2.3 **City Consultants:** City and/or its PM may retain consultants/contractors under separate direct contract. PA shall cooperate and coordinate its work with all City and/or its PM consultants, which may include any of the following:

- Materials / Soils Deputy and/or Special Inspection and Testing

- Hazardous Materials Testing / Monitoring
- LEED Certification / Commissioning
- Labor Compliance
- Surveying / Construction Staking
- Project / Documents Controls System Providers
- Project Website Administration

1.2.4 **Milestone Reviews:** PM will conduct periodic and milestone in-progress reviews of PA's design and engineering, at the dates and times designated by PM. During the Conceptual Design, Schematic Design, and Design Development Phase, City may assign one or more points of contact of its own to each major area and/or discipline of the project to coordinate input and creative direction from City. Informal periodic review meetings and design workshops may be scheduled by City and/or its PM to facilitate the resolution of design issues.

- Formal reviews and progress submittals will be required, at a minimum, at the completion points for Programming, Conceptual Design, Schematic Design, and Design Development phases of work. Review meetings may be broken into separate Project components such as architecture or site landscape, water features, lighting, or signage and graphics, etc. Progress submittals and/or all other documents that are required to perform the Phase I Services for this Project will be reviewed and returned with comments at periodic scheduled reviews with the PA and its appropriate key staff and sub-consultants. After receipt and review, City's comments, project team stakeholders, and/or its PM's comments, will be incorporated into the next scheduled release of the Work.
- In addition to the formal reviews and progress submittals, informal progress design review meetings or conference calls covering one or more disciplines may be held when deemed necessary by the PM during the Conceptual Design, Schematic Design, and Design Development Phases. Moreover, PM or any of its personnel or consultants may visit the PA and its sub-consultants' offices to help resolve design issues on an as needed basis.
- Authorization to proceed to each next phase (Conceptual, Schematic, Design Development, Construction Documents) of work will be issued in writing by the PM to the PA and may be withheld for one or more other disciplines depending on their progress and acceptance thereof at City's sole discretion.

1.2.5 **PA's Responsibilities:** PA's responsibilities include providing the management, organization, resources and talent to achieve the design, budget, coordination and scheduling goals of this Project. Those responsibilities include, but are not limited to:

- Research
 - Meetings, including submitting meeting minutes after every meeting, indicating what transpired during the meeting and any decisions made in the discussion
 - Direction of the work of PA's personnel and sub-consultants
 - Document control services for the PA and sub-consultant team
 - Seek input from the City's and PM's Design and Construction Team
 - Coordination with PM and/or City Consultants
 - Coordination with City vendors and/or other Project stakeholders
 - Provide and maintain a listing of team members and their qualifications, including subconsultant team members
- 1.2.6 **Document Standards:** All documents will be prepared on AutoCAD release 2020 or later in accordance with the National CAD Standards (NCS). Any recommendations to City on changes to the standards must be made to PM in writing within two weeks of the execution of the Agreement, and are subject to discretionary acceptance and approval by City and/or PM.
- 1.2.7 **Codes:** The PA shall verify code compliance of the design with all applicable rules, regulations, codes, orders and/or laws applicable to and/or affecting the Project in any way including, without limitation, those of the agencies of the County, State or other review authority.
- 1.2.8 **Project Website:** The City intends to deploy information about the project at its website for collaboration with external stakeholders, to provide progress updates and general information about the project. The PA will assist with the development of content and graphics for use on the website.
- 1.2.9 **PA Recommendations:** PA will make recommendations to PM regarding any investigations, surveys, tests, analyses and reports that are deemed necessary and required by the PA and its sub-consultants or City's or PM's consultants to properly perform the Services. Such recommendations will be made in writing and in a timely manner to allow implementation without causing any delay to the Project.
- 1.2.10 **Drawings Submittals to City:** Drawings Submittals from PA will be sent to PM by electronic mail in PDF format, CAD Plot File and / or via the most time appropriate delivery service as applicable. The date of transmission will be the triggering date for the time of a response, if any. Drawing Submittals will be reviewed by City and PM and returned to PA in an expeditious manner.

- 1.2.11 **Requests for Information:** Architect shall submit all requests for information to PM as soon as information is required. Requests shall be made by e-mail. The date of transmission will be the triggering date for the time of a response, if any. Verbal requests are also acceptable so long as PA also submits the requests in an email. The PA will indicate the appropriate priority of each Request.
- 1.2.12 **Value Engineering:** Value Engineering is an integral part of the design process and is accomplished in conjunction with estimating during the preparation of design documents. PA shall consider relevant alternatives within the project design to optimize and balance capital, constructability, ease of operation and maintenance, utility and life cycle costs, and advise City and PM during all phases on a continuous and timely basis to make value determination on best and most economical methods, materials, systems and equipment to be used in the Project.
- 1.2.13 **Cost Estimate:** PA shall submit a A/E opinion of probable construction costs, in the requisite level of detail and with an appropriate contingency for the level of design, with each design submittal. Cost estimate updates shall be provided at 25%, 50%, 75% and 100% completion of each phase of design.
- 1.2.14 **Schedule:** PA shall submit an opinion of probable Contract Time, in the requisite level of detail and with an appropriate contingency for the level of design, with each design submittal.
- 1.2.15 **A/E Contract Progress Monitoring and Reporting:** The PA shall submit a monthly progress report with an updated detailed schedule and budget trend / budget balance detailing the current contract, invoicing to date, work in progress since latest invoice, current contract balance and projected budget balance trend. Any issues that may impact the budget shall be identified in each report. Reports shall be submitted with each invoice.
- 1.2.16 **Proprietary or Sole Source Specifications:** All technical requirements and material, equipment and component specifications for the Project should be developed without using proprietary or sole source specifications unless presented to and accepted in writing by City and PM.

1.3 PHASE - I PROGRAMMING, CONCEPTUAL, SCHEMATIC AND DESIGN DEVELOPMENT PHASES & DELIVERABLES

1.3.1 Architectural Program Verification / Update

The PA shall verify and update the conceptual Master Plan, and provide architectural options for programming, design character, issues of design and massing, aquatic facility configurations and features and related considerations. PA shall attend up to 4 client / public outreach meetings and prepare graphic materials, such as overall site illustration, area boundaries, and representations of site opportunities and constraints, as may be required by City and PM to support those meetings. PA must be prepared to address those topics relative to the Conceptual Design activities.

1.3.2 **Public Outreach / Stakeholder Involvement**

The PA shall develop a public outreach and stakeholder involvement plan, detailing the methodology and consensus building process it recommends for the Project. The City shall approve all information to be disseminated to the public on the project and shall be the primary point of contact for all outreach activities. The plan will be reviewed by the City and revised by the PA as required until approved by the City, prior to implementation.

1.3.3 **Base Information**

It will be necessary for the PA to review available geotechnical reports, existing civil surveys, available as-built drawings that may exist, program information, and other information. The PA is to prepare base drawing information for the project, needed for the subsequent work, in a format as required by the City and PM.

1.3.4 **Conceptual Design Phase Deliverables**

During the Conceptual Design Phase, The PA shall participate in design, budget and schedule reviews of the Conceptual Design documents and related conceptual cost estimate with PM and City. The PA shall assist with the compilation of estimated conceptual budget and schedule, and validate and accept both, in writing. In each case, the PA and associated sub-consultants shall attend up to four periodic meetings as requested by the PM during the conceptual design phase of the project. Based on the program, and information related to the Project as discussed, presented, or otherwise communicated by the PM, the PA will prepare and provide the following Concept Design Phase deliverables:

1.3.4.1 **Environmental CEQA Support Submittals - Provide the following:**

- Site Plan
- Utilities Plan
- Landscape Plans
- Grading Plans
- Elevations and / or Simulations
- Perimeter Treatment / Fencing Details
- Narrative Describing Building Materials, Colors, Architectural Style and Features
- Conceptual Façade Figure

- Construction Schedule
- List of Construction Equipment for Each Phase
- Number of Trees to be Removed / Replaced
- Existing and Proposed Storm Drain Outlets
- Grading Plan Showing Excavation Depth / Dewatering Determination
- Type and Location of Water Quality Measures
- Pedestrian and Bicycle Access Configuration During Construction
- Demolition / Soil Export Quantities, Location of Receiving Landfill
- Demolition / Construction Phasing Determination
- Pool Maintenance Program – Quantity and Disposal Method of Pool Wastewater
- Water, Gas, Electrical or Other Offsite Utility Upgrades / Existing Utilities to Remain
- Designated Landfill / Solid Waste Site for Construction and Operational Materials

1.3.4.2 **Architectural Design Deliverables:** Provide the following drawings / documents:

- Hazardous materials containing building materials and soils investigation and test reports, recommendations for removal and disposal
- Geotechnical investigation / report with recommendations for existing foundation / pile demolition / removals, site soils preparation building and pool elevations constraints and appropriate foundation and structural systems best suited for on-site soils conditions.
- Demolition alternatives / recommendations (early separate demolition contractor or demolition combined with final construction documents)
- Architectural program related deliverables
- Finalized program, with cost/benefit analysis and recommendations for tentative elements
- Site plan

- Floor plans / typical level plans
- Roof plan
- Conceptual elevations
- Building sections
- Assist the City and its PM in establishing budget ranges
- Preliminary value engineering report, identifying systems to be targeted for analysis
- LEED Silver compliance preliminary summary report

1.3.4.3 **Landscaping Design Deliverables:**

- Conceptual design for site and streetscape
- Proposed plant material list

1.3.4.4 **Aquatics Design Deliverables**

- Aquatics program elements details and exhibits
- Plan view options indicating the general size, shape, depth and character of the various bodies of water
- Identification of each body of water with an accompanying narrative demonstrating how each achieves the overall program directives.
- Preliminary Sections of each body of water
- Proposed location of pool equipment room with a general understanding of how this location will integrate with the facility as a whole with regard to venting and underground infrastructure.

1.3.4.5 **Structural Engineering Deliverables:** For each structure, provide the following drawings/documents:

- Conceptual narrative of proposed structural systems and other related or necessary information

1.3.4.6 **Mechanical and Plumbing Engineering Deliverables:** For each building, provide the following drawings/documentation:

- Conceptual narrative of proposed mechanical and plumbing systems

- 1.3.4.7 **Electrical Engineering Deliverables:** For each building, provide the following drawings / documentation:
- Conceptual narrative of proposed electrical service and systems
 - Conceptual narrative of proposed building intrusion system and keyless entry
 - Conceptual narrative of proposed fire alarm system
- 1.3.4.8 **Lighting Design Deliverables:** N/A in Conceptual Design
- 1.3.4.9 **Signage and Graphics Design Deliverables:** N/A in Conceptual Design
- 1.3.4.10 **Parking & On-Site Vehicle Circulation Design Deliverables:** As integral to conceptual site plan.
- 1.3.4.11 **Civil Engineering Deliverables:** Services and documentation include but are not limited to:
- Conceptual narrative of proposed electrical service and systems
 - Proposed building pad elevations
 - Proposed utilities including sewer, water, fire
 - Conceptual level deliverables related to Street / Parking Entrance Intersection Redesign
- 1.3.4.12 **Acoustics, Noise and Vibration Control Design:** N/A in Conceptual Design
- 1.3.4.13 **Codes and Accessibility Compliance:** Services and documentation include, but are not limited to:
- Conceptual Building Code Analysis to establish building construction type and occupancy
 - Services to include confirmation with Building Official and Fire Marshall to confirm interpretation of Code requirements
- 1.3.4.14 **Water Proofing:** N/A in Conceptual Design
- 1.3.4.15 **Security / Fire Alarm:** N/A in Conceptual Design except as may be included in electrical and plumbing Basis of Design.
- 1.3.4.16 **Energy Management:** As related to the LEED-Silver certification as well as the in-depth studies for NZE to determine if this goal is feasible.

1.3.4.17 Interior Design: Services and documentations include, but are not limited to:

- Conceptual narrative describing quality of interior finishes and building material standards
- Discuss budget range for Furniture, Fixtures and Equipment (FF&E)

1.3.4.18 Cost and Schedule Submittals:

- Conceptual level A/E opinion of probable cost
- Conceptual level A/E opinion of probably construction contract time

1.3.5 Schematic Design Phase Deliverables

During the Schematic Design Phase, PA shall participate in design reviews of the Schematic Design documents and related schematic cost estimate with PM prior to review and by the Pool Advisory Committee (PAC) and approval by the City Council. PA shall review the preliminary Architectural program and provide comments as well as discussions with the City and PM to establish and validate PA's proposed program. PA shall also review the Project Budget and Estimated Construction cost and time, and validate both in writing. In each case, the associated consultant(s) shall attend up to four meetings as required by the Program Manager during the schematic phase of the project. Based on approved Concept Design documents prepared by the PA and PM's written authorization to proceed, PA shall provide the following Schematic Design Phase deliverables:

1.3.6 Architectural Design Deliverables

- Demolition Plans and Draft Demolition Specifications, including hazardous materials removal and disposal requirements and advanced removal of fundraising elements
- Floor plan including grade elevations and setbacks at 1/16" = 1' – 0"
- Building and parking Floor plans with overall layout and horizontal dimensions at 1/16" = 1' – 0" and at 1/8" = 1' – 0" scales as appropriate.
- Roof plans indicating roofing materials and roof slopes at 1/16" = 1' – 0".
- Exterior finish schedule/elevations showing Colors and Materials Selections
- Dimensioned elevations with materials, colors and finishes indicated at 1/16" = 1' – 0"
- Colored Elevations for all buildings/structures

- Building structure sections at 1/16" = 1' – 0"
- Wall sections showing general construction methods and materials at appropriate scale(s)
- Details as required at appropriate scale(s)
- Preliminary selection of all awnings or shade systems.
- A minimum of one refined in-house 3D computer massing and elevation theme board
- Exterior Color and Materials Boards (3 minimum)
- Outline specifications per CSI Master Format
- Schedule and attend meetings as required during the schematic phase of the project
- Assist Program Manager in developing estimate for the entire project
- Updated value engineering report
- LEED Silver compliance updated summary report

1.3.7 **Landscaping Design Deliverables:**

- Site plan showing all buildings and landscaping features and palette 1/16" = 1' – 0". All R.O.W. shall be shown
- Landscape (soft and hard) plan at 1/16" = 1' – 0"
- Site Amenities Plan at 1/16" = 1' – 0" (could be combined with landscape plan)
- Service and emergency vehicle access plan at 1/16" = 1' – 0"
- Elevations, sections and details of walls, planters, curbs and paving edges, fences, railings and other hardscape features at appropriate scales
- Plans for sidewalk improvements
- Outline specifications per CSI Master Format

1.3.8 **Aquatics Design Deliverables**

- Updated Aquatics program elements details and exhibits

- Updated Schematic validation report of preferred rules compliance for various elements
- Basis of Design report on overall demand volume, water filtration and circulation, heating, electrical demand requirements, ventilation and exhaust, controls and telemetry, authorities having jurisdiction and health code requirements, and signage for each body of water.
- Basis of Design report on structural requirements of pool shell design,
- Enhanced pool shell plans indicating further refinement of conceptual plans as approved.
- Proposed options for slot drains, coping, waterline tile, swim lane tile, steps, hand-rails, ladder locations, lane lines, targets, and other such amenities as needed to illustrate the general usability of each body of water
- Proposed pool equipment room layout.
- Proposed location of heating system exhaust method and route.
- Outline specifications

1.3.9 **Geotechnical Engineering Deliverables:**

- Geotechnical Report with all relevant recommendations for structural, grading, drainage, liquefaction, uplift, and other relevant project parameters

1.3.10 **Structural Engineering Deliverables:** For each structure, provide the following drawings/documents:

- Basis of Design Report based the Geotechnical and Soil Reports to establish structural design criteria, studies and recommendation of structural systems, wall framing types and materials, and description of any special requirements
- Basic Framing plans
- Outline specifications per CSI Master Format

1.3.11 **Mechanical and Plumbing Engineering Deliverables:** For each building, provide the following drawings/documentation:

- Basis of Design Report to include demand estimates for domestic and fire water, and natural gas, estimate of loads for sanitary system, recommendation and description of systems and materials, description of special requirements, and design criteria

- Recommendation on HVAC equipment, plumbing, and fire sprinkler riser locations
- Recommendation on Mechanical room requirements, layouts and locations
- Outline specifications per CSI Master Format

1.3.12 Electrical Engineering Deliverables: For each building, provide the following drawings/documentation:

- Basis of Design Report to include recommendations for lighting, power, control, and communication systems and recommendations of special requirements as well as electrical utility demands for both normal and emergency power sources
- Site plan showing recommended conduit routing and locations of transformers pads and vault locations, and connection to infrastructure
- Recommendation for Electrical/Electronic room layouts and locations
- Define equipment and device locations for building intrusion system and keyless entry
- Update criteria for fire alarm systems
- Outline specifications per CSI Master Format

1.3.13 Lighting Design Deliverables: For the overall site, and all buildings exteriors, provide the following drawings/documentation:

- Selection of Lighting Fixtures
- Plans and Building Elevations showing the location of lighting fixtures at 1/16" = 1' – 0"
- Outline Specifications including fixtures Cut Sheets
- Preliminary list of fixtures cost

1.3.14 Signage and Graphics Design Deliverables:

- Conduct Preliminary Study and Planning of Signage requirements including Signage required by local codes.
- Provide Recommendations for image, identity and signage
- Develop Guidelines for signage design
- Outline Specifications

1.3.15 Parking & Off-site Vehicle Circulation Design Deliverables: For the overall site, provide the following services:

- Establish parking requirements for the specific components of the Project, and provide criteria and basis of design to assist in planning and design of all adjacent street parking
- Provide recommendation on location, number and type of street parking stalls
- Review and evaluate the development plan for off-site vehicle circulation and the interface between pedestrian and vehicular circulation
- Evaluate design for all street parking areas and provide recommendation for improvements
- Provide recommendations on method of parking control incorporated within parking by the site.
- Outline Specifications in CSI Master Format for parking control equipment if implemented

1.3.16 Civil Engineering Deliverables:

- Produce preliminary grading plans showing proposed grades including grades at all vehicular streets (public & private), public walkways, park areas and planting areas
- Schematic level deliverables related to street improvements.
- Establish floor slab elevations for all buildings
- Advise of subsurface issues to be addressed in the design and construction of below grade foundations, utilities and other substructures
- Outline specifications

1.3.17 Acoustics, Noise and Vibration Control Design:

- Develop project criteria to meet minimum and industry standard requirements for:
 - Exterior noise
 - Sound transmission
 - Impact transmission

- Review proposed HVAC, electrical, plumbing and elevator system noise and vibration control and fellaible vibration.
- Measure noise levels to provide preliminary recommendations for glazing.
- Provide preliminary recommendations for partitions and impact isolation.

1.3.18 Codes and Accessibility Compliance:

- Verify the Project's code requirements
- Cite all applicable codes and standards including local amendments to the state building code; local, state and federal accessibility regulations, health codes and regulations, and all code-related regulations such as National Fire Protection Association, California Building Code and Federal Housing Administration, BAAQMD etc.
- Identify all special studies, reports and other data related to any applicable environmentally sensitive area that will be required for obtaining permits
- Review proposed building construction types, building height and area limits, separation requirements and egress components to enable the rapid development of the planning and design

1.3.19 Water Proofing:

- Outline specifications
- Drawings and other documents to fix and describe materials and systems that may be appropriate for the Roofing and/or Waterproofing of the project

1.3.20 Security / Fire Alarm:

- See tasks associated with Electrical and Plumbing

1.3.21 Energy Management:

- Provide schematic-level narrative reflecting building systems energy efficiency, water conservation design strategies, and envelope design in relation to LEED Silver Certification as well as optional NZE goal.
- Provide an estimate of probable energy operating costs relative to the design and make recommendations for energy management post construction.

1.3.22 Interior Design:

- Interior elevations of feature spaces
- Floor plans indicating millwork
- Interior finish schedule/plans
- Reflected ceiling plans indicating materials and type
- Wall types
- Door schedules
- Outline specifications per CSI Master Format
- Establish budget for FF&E

1.3.23 **Cost and Schedule Submittals:**

- Schematic level A/E opinion of probable cost
- Schematic level A/E opinion of probably construction contract time

1.3.24 **Design Development (DD) Phase**

Based on the accepted Schematic Design documents and PM's written approval to proceed, Consultant shall prepare Design Development documents consisting of drawings and other documents including to fix and describe the function, size and character of the entire Project including selection of materials, type of structure, mechanical and electrical systems and performance data. In each case, the associated consultant(s) shall attend meetings as required by the PM. During the Design Development Phase, the PA shall participate in technical reviews of the Design Development documents and Design Development cost estimate with PM prior to review and approval by the City at the 50% and 100% completion stages of Design Development.

1.3.25 **Architectural Design Deliverables:**

- Updated demolition plans and draft demolition and hazardous materials removals specifications (If early demolition phase is deemed appropriate / approved)
- For each building, provide the following architectural documentation in scales larger than those used in the Schematic Phase:
 - Floor plans of each area, walls, doors, windows shall be clearly referenced. All materials clearly indicated. Refined dimensions
 - Floor plans shall show interior finishes and kitchen and bathrooms layouts

- Roof plans: Refined equipment layout including ductwork and attachments. Conditions to be detailed
- Reflected ceiling plans showing Lighting, grill layout, penetrations
- Elevations: All wall features, including details of all awnings or shade systems, materials indications, refined dimensions
- Sections: Refine all integrated features in specific areas, refine dimensions, materials indications
- Schedules: All partition/demising wall types defined, complete paint/finish schedule. Complete door/frame schedule, complete window schedule
- Interiors: Final interior elevations, reflecting ceiling plan, finishes, furniture and fixtures, casework and millwork layout, and material selection
- All details defined
- Provide final material and color board for exterior and interior finishes
- Update and expand Schematic Phase Outline Specifications
- Provide recommendation for all door and window hardware
- Updated value engineering report, measures implemented, elements remaining to be addressed, preliminary long term major maintenance / equipment replacement and budget recommendations
- Develop a detailed total project cost estimate
- LEED Silver compliance updated summary report

1.3.26 Aquatics Design Deliverables

- Updated Aquatics program elements details and exhibits
- Enhanced pool shell plans indicating further refinement of Schematic plans as approved
- Structural plans indicating size, shape, thickness, and design strength of pool shell for each body of water
- Sections illustrating pool coping, coping bond beam attachment, pool shell to decking, slot drains, bulkhead, waterline tile, waterproofing, and surface finish for each body of water

- Details indicating handrails, ladders, lane lines, pool lanes, targets, steps, and associated features
- Sections of pump pit(s) and associated underground plumbing penetrations, gaskets, waterproofing, coordination with sanitary sewer, and subsurface drainage
- Pump pit equipment layout plan
- Updated mechanical load calculations
- Equipment schedule including approximate load, weight, and power requirements
- Piping layout
- Standard details
- Updated Electrical load calculations and summaries (normal and emergency)
- Un-circuited lighting layouts
- Un-circuited power plans Completed subpanel single line diagram with feeder lengths
- Grounding for all pool equipment, pool lights, ladders and any other elements as required by code(s)
- Update specifications

1.3.27 Landscaping Design Deliverables:

- Overall site plan showing buildings and landscaping features to include but not limited to major graphics, lighting locations, etc.
- Plans sidewalk / strand improvements
- Detailed landscape (soft and hard) plans at appropriate scale
- Landscape palette
- Updated service and emergency vehicle access plan
- Elevations, sections and details of walls, planters, and other hardscape features
- Details for curbs and paving edges, fences, railings, waste receptacles
- Update and expand Schematic Phase Outline Specifications

1.3.28 Structural Engineering Design Development Deliverables:

- Foundation and framing plans and sections fully defined
- Preliminary structural design calculations for typical elements
- Framing layout drawings
- Typical detail sheets
- Identify pre-engineered structural elements (trusses, walls, etc.)
- Update and expand Schematic Phase Outline Specifications

1.3.29 **Mechanical and Plumbing Design Development Deliverables:**

- HVAC plans showing supply and return air and thermostat locations
- HVAC equipment schedule including approximate load, weight, and power requirements
- Plumbing equipment and fixture schedule
- Updated mechanical room layouts
- Ductwork single line layout
- Piping layout
- Standard details
- Updated HVAC load calculations, plumbing fixture count, and utility load calculations
- Update and expand Schematic Phase Outline Specifications

1.3.30 **Electrical Engineering Design Development Deliverables:**

- Updated Electrical load calculations and summaries (normal and emergency)
- Un-circuited lighting layouts
- Un-circuited power plans
- Updated electrical/electronic room layouts
- Fire alarm, communications telephone LAN device layouts
- Completed single line diagram with feeder lengths

- Lighting protection plan and grounding
- Electrical equipment schedule with approximate loads, weights and power requirements
- Panel and loading schedules coordinated with electrical distribution panel sizes and locations
- Standard electrical details
- Location of building intrusion detection devices and keyless entry devices
- Criteria for design-build fire alarm systems
- Update and expand Schematic Phase Outline Specifications

1.3.31 **Lighting Design Development Deliverables:**

- Refine Selection of Lighting Fixtures
- Plans and Building Elevations showing the location of Lighting Fixtures at appropriate scales (could be combined with electrical engineering deliverables)
- Update and expand Schematic Phase Outline Specifications including updating vendors Cut Sheets
- Update of fixtures cost list

1.3.32 **Signage & Graphics Design Development Deliverables:**

- Provide site and buildings plans showing the locations of all signage and graphics at appropriate scales. List signage type and copy
- Provide designs for all signage, specifying colors, materials, dimensions, and design details
- Include wayfinding, level and vehicle traffic signage for any proposed parking structure(s)
- Update and expand Schematic Phase Outline Specifications

1.3.33 **Civil Engineering Deliverables:**

- Verify grading plans showing finish grades at all vehicular streets (public & private) and public walkways

- Design deliverables related to street / parking lot intersection related street improvements
- Confirm proposed floor slab elevations
- Drainage Plans including storm drain profiles and sanitary sewer profiles.
- Utility Plans for water and sewer showing point of connection with off-site existing service lines, location of all underground utilities, including existing that must be re-located, points of connection locations for buildings
- Utilities study and calculations
- Coordinate with the Mechanical Electrical and Plumbing (MEP) engineer(s) for all utility connection locations and capacity requirements
- National Pollutant Discharge Elimination System (NPDES) Permit Compliance - Standard Urban Stormwater Mitigation Plan (SUSMP), Storm Water Pollution Prevention Plan (SWPPP), and Best Management Plans (BMPs) for erosion and sediment control plan and report
- Water Quality Management Program (WQMP) report
- Site plan with horizontal control for key building corners and other major site elements

1.3.34 **Acoustics, Noise and Vibration Control Design:**

- Summarize recommendations in a report. The report will be in accordance with city and state requirements
- Develop recommendations for absorption in spaces to provide an environment that will limit reverberation, free of echoes and lower background noise levels. Provide recommendations for absorption
- Review partition and door types as project progresses
- Provide recommendations for supply and return sound traps, duct lining, and duct velocities
- Provide recommendations for Vibration isolation of HVAC equipment and piping.
- Provide recommendations for Vibration isolation of electrical, plumbing and elevator equipment to meet project criteria

1.3.35 **Codes and Accessibility Compliance:**

- Update the code review of the schematic design
- Attend meetings with Building Officials, Fire Agencies, Environmental Review Agencies, and similar Permitting agencies as required to resolve codes issues while advocating the City's position
- Provide Egress Analysis Plan

1.3.36 **Water Proofing:**

- Review of drawings and specifications for the roofing & waterproofing systems and provide comments and corrections as needed

1.3.37 **Security / Fire Alarm:**

- See tasks associated with Electrical and Plumbing

1.3.38 **Energy Management:**

- Provide analysis of building systems energy efficiency, water conservation design, and envelope design
- Provide an updated estimate of probable energy demand, and energy operating costs relative to the proposed design

1.3.39 **Interior Design:**

- Update of Schematic Design items and incorporate into the Architectural deliverables
- Develop FF&E list including costs per item

1.4 **PHASE II CONSTRUCTION DOCUMENTS, REGULATORY, PERMITTING, AND CONSTRUCTION BID PHASES**

1.4.1 **Construction Documents**

Based on approved Design Development documents, and on PM's written approval to proceed, PA shall manage and oversee all architectural and engineering disciplines, and specialty sub-consultants for the preparation of Construction Bid Documents by advancing all Design Development deliverables, for the Project required to obtain prime contractors' construction bids, building and regulatory permits, and for use in constructing the Project. Construction Documents shall include, but are not limited to, Building Division submittal, Demolition plans and specifications (either a separate bid package for early demolition phase, or integrated with permanent project bid documents, as determined through the conceptual / schematic phases above), General and Special Conditions, Entitlement Mitigation Measures

Exhibits, Relevant Permit Documents, Standard Plans and Specifications, Warranty, Guarantee and Commissioning Specifications, Complete Construction Drawings including details, reports, solutions, updated opinions of probable cost and time and final technical specifications for all Architectural, Landscape / Irrigation, Aquatic, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Lighting, Signage and Graphics, Civil, Acoustics and Waterproofing. A final LEED Silver compliance report validating the project design's compliance shall be submitted with the 90% CD submittal. PA must process the Construction Documents and Specifications through approving agencies and incorporate all revisions/corrections as necessary to obtain the required approvals from those agencies. PA shall participate in technical reviews of the Construction Documents and cost estimates with PM and City at the 23%, 50%, 90% and final Construction Documents completion stages.

1.4.2 Document Release Services

PA shall sign/seal Drawings and Specifications as required by Public Works and/or, Planning and Building Departments and other regulatory permitting officials, shall assist in resolving issues that may arise during plan check and amend the documents as may be required by the governing authority, and do all things necessary to obtain the building and other required regulatory permits.

After final review and City acceptance of the 100% Construction Documents, the PA shall deliver 3 sets of complete construction documents and supporting information package to City and the PM including an ftp site to download all the CD documentation. Supporting documents shall include, but may not be limited to the following:

- Project manual
- Drawing "bluelines"
- Engineering Equipment Manuals
- Engineering calculations
- A/E Opinions of Cost & Time

All sketches, drawings, models, illustrations, specifications, CAD and utility modeling program software, and similar type items, developed by the PA and/or its sub-consultants during the course of the Project, including originals, become the property of City, and shall be delivered to City upon completion of services.

1.4.3 Bidding and Contracting Period Services

Upon conclusion of the Construction Documentation Phase, the PA shall provide reproducible construction documents.

The PA shall provide services including, but not necessarily limited to, the following:

- Issue Construction Documents and bid forms to PM
- Attend an internal bid process planning meeting with city PM and stakeholders, and a pre-bid / job walk meeting with PM and prime contractors bidding the contract
- The PA will assist PM in the preparation of addenda to the Construction and Bid Documents related to questions / issues that arise during the bid process
- Assist the PM and the prime contractors in obtaining approvals, permits, and licenses, and shall make any such changes and revisions to the Construction Documents as are necessary to obtain any and all approvals, permits or licenses for the Project, and shall assist the PM and the prime contractors in appealing adverse decisions

Following receipt of contractor bids, the PA shall assist City/PM in:

- Reviewing prime contractor bids for correctness and completeness
- Participating in the pre-construction meeting(s)
- Coordinating and expediting initial prime contractor's start-up submissions such as insurance, bonding, construction and billing schedules
- Analyzing and evaluating prime contractors' suggested alternatives, substitutions or value engineering proposals submitted by the prime contractors, and give PM written recommendations for changes in the Construction Documents and construction of the Project as a result of such consideration

1.5 PHASE III Construction Administration Services, Commissioning, and Closeout

The Construction Phase shall commence with the award of the contract or contracts or the portions thereof based on the Construction Documents between the City and / or PM and any prime contractors for the Project ("Contracts for Construction"). PA shall provide Construction Administration Services of the Contracts for Construction. Construction Administration Services shall include, but will not be limited to, the following:

- Represent, advise and consult with the PM and City's Construction Manager (CM) during the administration of the Contract for Construction.
- Regularly visit the site during the construction phase to become familiar with the progress, acceptability, and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents. PA agrees that its Principal Contact will be present and make as many site visits as requested by PM during the construction and closeout phases of work. PA shall provide for observation of the construction work as required by Title 24 California Code of Regulations. The PA and its sub-consultants shall review, stamp, and sign in a timely manner all documents requiring approval or for which PA or its sub-consultants are responsible.

- Attend Owner and Contractor (OAC) weekly project meetings on-site.
- Independently inform City of the progress, acceptability, and quality of the work completed and guard the City against defects and deficiencies in the work, and determine, in general, if the work, as it progresses, is in conformance with the Construction Documents.
- Prepare Site Observation Reports within three (3) business days subsequent to a site visit or sooner if such information to be transmitted is of substantial and immediate importance. PA shall issue reports to the PM, its CM and prime contractors with copies to the City related to deficiencies, errors, non-adherence to schedules, disagreements with pricing or time requests on change orders when requested by PM, and other items of importance that the PA observes during construction.
- Conduct observations throughout construction of the Project to determine the date or dates of Substantial Completion and the date of final completion. PA will provide in writing to PM its observations.
- Report to the City and PM known deviations from the Contract Documents and from the most recent construction schedule submitted by the general contractor, PM, or CM.
- The City intends to utilize the Submittal Exchange Program by ORACLE to expedite and control the processing of all documentation on the project, specifically the processing or RFI's and coordination of Project Submittals. Training will be provided to the PA and their subs in the utilization of this program which will also be utilized by the selected General Contractor.
- At all times, PA and all of its sub-consultants will promptly and expeditiously, render interpretations of the Construction Documents and review, critique and comment in writing on all shop drawings, materials, samples, schedules, colors, or other submittals necessary for the proper execution or progress of the work. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the PM, its CM and prime contractors by the Contract Documents, PM shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the work designed or certified by the design professional retained by PM, its CM or prime contractors shall bear such professional's written approval when submitted to the PA. The PA shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals. When requested by PM, PA shall render written responses and opinions on all claims, addenda, proposals, disputes and all other matters in question between the PM, its CM, prime contractors, consultants, and others relating to the execution or progress of the work or the interpretation of the Construction Documents in order to maintain the Project schedule and to assist PM in its pursuit of completing PM's negotiations and completion of the Project. The PA's action shall be taken with such promptness as to cause no delay in the work or in the activities of the City, PM, its CM or prime contractors.

- Assist prime contractors, PM, and / or CM in the assembling, reviewing and submitting to City of indexed binders (number of copies as required by City) containing originals of all manuals, brochures, and drawings and warranties needed for operation and maintenance of all systems and the work and shall assemble all written guarantees and warranties from the prime contractors, program manager, or construction manager and transmit same to City as required by the Contract Documents.
- Prepare documents to specify to what extent maintenance, warranty and operational information is to be turned over to City and its operator of the facilities.
- Specify and arrange with the prime contractors, PM, or construction manager for instructional sessions wherein operational and maintenance personnel will be instructed in the use, operation and maintenance of mechanical, electrical and other equipment, and the maintenance and care of special finishes and other operational items, all of which shall have been specified within the Construction Documents.
- Prepare and distribute to all appropriate persons and entities, any correspondence, bulletins, drawings, supplemental specifications, addenda etc. necessary to clarify or supplement Construction Documents throughout the construction phase.
- PA shall answer all requests for information, in writing, generated by the PM, its CM or prime contractors within three (3) business days of receipt of such requests for information.
- When requested by PM, provide written recommendations on all matters in question between PM, its CM or prime contractors relating to the execution and progress of the work or the interpretation of the Contract Documents. The PA shall render to the PM an interpretation, which shall be subject to the approval of the City. The PA's interpretation shall not be issued to the prime contractors or construction manager until it has been reviewed and approved by the PM. The PA's interpretation, as approved by the PM, shall be binding only for the prime contractors' or construction manager's obligation to proceed with the work. PA shall use its professional efforts to obtain faithful performance of the work by the prime contractors or construction manager. PA shall not be the interpreter of the contract executed by City and program manager but will, when requested by PM, submit its opinion to the PM as to any concerned or disputed item related to construction work in the field.
- When requested by PM, the PA shall review for approval prime contractors' or construction manager's submitted Change Order proposals for rendering of opinions as to inclusion or omission from the scope of work covered in the Construction Documents and as to the validity of the estimate of costs.
- Review prime contractors' or construction manager's submission of their Record Drawings, Warranties and Operation and Maintenance Manuals for all systems for approval prior to the issuance of a final Certificate of Payment. In their review, PA and its Sub-consultants shall advise PM of any apparent unacceptable items, problems and discrepancies between the intent of their work and such Record Drawings. Such review

shall not relieve the prime contractors or construction manager of responsibilities for the accuracy or completeness of its work or of the information recorded.

- If requested by PM, PA shall review and assist the PM with the negotiation, as required, of the prime contractors' or construction manager's Change Order proposals and associated labor and material cost to ensure they are reasonable.
- PA shall prepare and submit to the City and PM all selections of color, textures, and finishes for all required items of the Project in ample time for City approval before the time such information is needed by the prime contractors or construction manager.
- The PA shall render no extra, compensatory services unless first authorized in writing by the PM.

1.6 POST CONSTRUCTION COMPLETION SERVICES

As the construction of the Project progresses and no later than 30 days after the final completion thereof, prepare and furnish to PM a set of reproducible As-Built Record Drawings and CADD disks showing construction changes in the work and final locations of MEP, fire protection sprinkler system (to the extent referenced in the Construction Documents), and life safety (to the extent referenced in the Construction Documents) components, and other considerations, for which City has a requirement, based on general contractor's or construction manager's Record Drawings, marked up prints, drawings and other data furnished by the prime contractors or construction manager to PA.

2. PRE-PROPOSAL ACTIVITIES

All requests for clarification for this RFQ/P must be in writing and directed to:

George Sanen – Project Manager – Griffin Structures
(415) 858-8582
GSanen@griffinstructures.com

Requests for Information / clarification must be received by August 5, 2021. Clarification responses will be provided to all consultants that have expressed interest in this RFQ/P by Project Manager George Sanen at Griffin Structures. The City will not respond to verbal questions submitted by telephone or in person.

The City reserves the right to revise the RFQ/P prior to the indicated due date and may extend the due date for the RFQ/P for any reason, including significant revisions to the "Scope of Services". Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum and posted to the City web site. Addendums and answers to submitted questions will be available via the City of Piedmont's web site under "Notice" for the RFQ/P announcement.

A Pre-Proposal Conference will be held on site at 403 Highland Ave. Piedmont CA. on July 30 at 11 am. Attendance at the conference is recommended, but not mandatory. Prospective Respondents will have an opportunity at the conference to ask questions about the RFQ/P, including Proposal requirements and procedures, the services required, and project details.

SCHEDULE FOR SELECTION PROCESS AND PROJECT COMPLETION

Task	Date / Time
RFQ/P Issued	July 20, 2021
Pre-RFQ/P Conference	July 30, 2021 @ 11:00 AM
Deadline for submitting questions	August 5, 2021 @ 2:00 PM
Answers to all questions submitted	August 12, 2021 @ 5:00 PM
Submission Deadline for RFQ/P	September 3, 2021 @ 2:00 PM
Review RFQ/P's and issue Shortlist for interviews	September 14, 2021
Interviews	September 27 – September 28, 2021
City Review and Selection of firm	October 8, 2021
City Council approval of contract	October 15, 2021
Contract Execution	October 25, 2021
Start of Design Services	October 26, 2021
Construction Period	December, 2022 to June 2024

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Proposers.

2.1 RFQ/P SUBMITTAL DEADLINE

RFQ/Ps must be received via electronic format by 2:00 pm local time September 13, 2021. RFQ/Ps that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Vendors/consultants may submit their proposal any time prior to the above stated deadline.

All Proposals must be submitted electronically
Submissions must be sent to communitypoolproject@piedmont.ca.gov and should be clearly marked "**City of Piedmont Community Pool - Design, Architectural and Engineering Services Proposal**" and must include the proposer's name, address and telephone number.

The Fee Proposal shall be delivered along with the RFQ/P utilizing the enclosed "**FEE PROPOSAL MATRIX**" included in Attachment G

Please Note:

**The City's site will only accept Proposals that are no more than 35 MB's|
If the Proposal exceeds this limit, the proposal shall be delivered in a flash-drive directly to the City Clerk at the City of Piedmont.**

**John O. Tulloch
Assistant City Administrator / City Clerk
City of Piedmont
120 Vista Avenue
Piedmont, California 94611
Phone: (510) 420-3040
Fax: (510) 653-8272**

All submissions become the property of the City of Piedmont.

The City reserves the right (in its sole discretion) to determine the completeness of all proposals.

2.2 RFQ/P OUTLINE

The RFQ/P should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. For ease of evaluation, proposals should be presented in the format described within this RFQ.

2.3 RFQ/P CONTENT

RFQ/Ps are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ/P. Emphasis should be concentrated on conformance to the RFQ/P instructions, responsiveness to the RFQ/P requirements, and

on completeness and clarity of content. Descriptions on how any-and-all equipment and/or services will be used to meet the requirements of this RFQ/P shall be provided in detail, along with any additional information documents that are appropriately marked.

2.4 AUTHORIZED SIGNATURE

The RFQ/P must be signed by the individual(s) legally authorized to bind the vendor under penalty of perjury.

2.5 SUPPORTING DOCUMENTATION

If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.

2.6 REQUIRED FORMAT FOR STATEMENT OF QUALIFICATIONS

The City requires a specific format for the Statement of Qualifications and Proposal. The Sections of the Statement of Qualifications shall adhere to the page limitations set forth below. SOQ's shall also adhere to the following specifications:

- Primary page size: 8.5" x 11"
- Margins: Minimum one-inch
- Font size / Spacing: Minimum 11 point, 1-1/2 spaced for text and a minimum of 8 point for graphics

Submittals found in noncompliance with the formatting requirements may be rejected.

2.6.1 Cover Letter (Maximum 2 Pages)

The cover letter shall include a summary of the Statement of Qualifications, including a brief description of the proposed Team/Firm, Project Architect and key project team members. It shall make a commitment to accept the terms and conditions in the RFQ/P and proposed contract, including acknowledgment of receipt of all amendments and/or addenda to the RFQ/P. If there are any exceptions, they shall be noted in the cover letter. Should the requested exceptions and contract language changes be determined unacceptable, the proposal may not be further considered by the City's selection committee.

2.6.2 Company Background and References

2.6.2.1 Primary Contractor Information (Max 5 Pages)

Proposers must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Proposer must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>)
- Location of the company offices
- Location of the office servicing any California account(s)
- Number of employees both locally and nationally
- Location(s) from which employees will be assigned
- Name, address and telephone number of the Proposer's point of contact for a contract resulting from this RFQ
- Company background/history and why Proposer is qualified to provide the Services described in this RFQ.
- Length of time vendor has been providing services described in this RFQ/P to the **public and/or private sector**. Please provide a brief description.
- Errors and Omissions Claims History within the past 10 years.
- A complete disclosure of any alleged significant prior or ongoing contract failures, any administrative proceedings, civil or criminal litigation or investigation, claims, lawsuits, or other exposures pending which involves the vendor or in which the vendor has been judged guilty or liable.
- Financial Stability: The firm should demonstrate financial stability and capability in the following manner:
 - Corporate history
 - Years in existence
 - Size of corporation
 - Documentation of creditworthiness (Appendix)
 - Audited financial statement for latest tax year (Appendix)
 - Other documentation as deemed relevant

2.6.2.2 Sub-consultant Information (Max 1 Page)

If the Proposal includes or intends the use of consultants or sub-consultants, the Proposal Shall include:

- Identify specific subconsultant and the specific requirements of this RFQ/P for which each proposed subconsultant will perform services.
- References as specified must also be provided for any proposed subconsultant.
- A statement that prime firm shall not allow any subconsultant to commence work until all insurance required of consultant is obtained.
- An official of each proposed subconsultant must sign, and include as part of the response to this Proposal, a statement to the effect that the subconsultant has read and will agree to abide by the awarded Proposer's obligations.

2.6.2.3 Firm Project Profiles and References (Maximum 5 Pages for Proposer plus 1 page for each subconsultant)

Each submitting firm must have the capability to provide the required services as detailed in the Scope of Project for this RFQ/P. A firm/team approach, process, experience, and previous professional work in similar public projects will be a weighted factor in the selection process. Quality of performance on previous contracts, ability to project manage and meet project schedules and budgets, ability to communicate well with both design and construction personnel, and prior experience with public sector clients including the City of Piedmont will also be some of the attributes considered in the selection of a consultant.

The Proposal shall demonstrate the relevant experience of the firms included on the team, including related work with public sector agencies such as Piedmont and other city municipalities. Include project descriptions, status of the projects, construction costs and dollar values of services provided. Clearly identify the role of key staff identified herein and identify current client references. The focus should be on experience for municipal projects of similar type (Aquatic Centers) value and complexity. Only recent projects, preferably projects completed in the past ten years, should be included in this section. Do not include projects by the firm unless the key staff proposed had a significant role in the project. The City is particularly seeking information regarding successful environmentally friendly projects, incorporating innovative responses to the concerns and challenges of sustainable design.

Firms should provide a minimum of three (3) references from similar projects performed, by the firm, for state and/or large local government clients within the last five years. Information provided shall include:

- Client name;
- Project description;

- Project dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFQ/P
- Client project manager name and telephone number.

2.6.3 Project Understanding and Approach (Maximum 10 Pages)

This section should demonstrate an understanding of the project and scope of services. It should describe the A/E Team's specific approach, organization, and staffing key to the successful completion of the Project. It is not intended for the preliminary scope of services to be repeated in this section. Suggested revisions, specific approach and / or additional scope of service items should be included in this section, along with the firm's overall understanding and approach specifically with regard to the unique characteristics and challenges this project entails.

2.6.4 Staffing Resources, Qualifications and Staff References (Maximum 12 Pages)

The firm must identify all proposed key personnel responsible for accomplishing all phases of the contract. The Statement of Qualifications shall include a matrix of all key personnel's percentage availability throughout the Agreement's duration, and any known assignments that will overlap with this project duration.

The Firm's Project Architect for the City of Piedmont project shall be the responsible Principal in charge of the Project design and oversee all elements of the services rendered and deliverables submitted. His or her project experience, qualifications (including any-and-all licenses and certifications), managerial skills, should be demonstrated. It is required, that the proposed consultant Project Architect have recent experience in the design of new aquatic facilities intended for recreational and competitive purposes. Other factors for the basis of contract selection include the ability to respond to short timelines, to establish consensus amongst diverse stakeholders and develop high quality and well-coordinated plans and other documents. Ability to manage design teams, ability to negotiate on behalf of the City's interest with design and engineering teams, and ability to solve difficult problems which arise during the planning and design phases of the project shall be considered in the selection of a Project Architect.

Individuals that will be principally responsible for working with the City as the design team shall attend the interview / in-person presentation, if the respondent is chosen as a finalist.

This section shall also identify the qualifications and related experience of key staff assigned to the contract through a cameo resume (full resumes may be included in the appendix). These resumes must identify projects performed of comparable scope performed within the

last ten years. Each resume shall also include number of years employed in the respective design field, and how long the individual has been employed by Proposer / consultant firm.

Three references shall be provided for each key staff member.

The City reserves the right to approve any-and-all key personnel individually for work on this contract.

Key staff shall be named in the contract. After the contract is signed, the Proposer may not replace key staff without written permission from the City. The City must approve replacement of key firm's staff before a substitute person is assigned to the project. The City reserves the right to request a Proposer replace a staff person assigned to the contract should the City deem a replacement will be for the good of the project.

It should be noted that the individuals representing the team will be reviewed in concert with the firm's accomplishments.

2.6.5 Appendices

Resumes of proposed support staff, firm information directed to be provided in appendices above, and relevant project collateral information may also be included in this section. Other than staff resumes, firm and project information, appendix information will not be considered in the scoring and ranking of the firms submitting Statements of Qualification

3. QUALIFICATIONS EVALUATION, SELECTION, NEGOTIATION AND AWARD PROCESS

3.1 IDENTIFICATION OF SHORTLISTED FIRMS

3.1.1 Proposals will be reviewed by a Selection Committee and shall be consistently evaluated based upon the following criteria:

3.1.1.1 Demonstrated competence - Demonstration of architecture, engineering and aquatics acumen and qualifications including ability to achieve consensus with diverse project stakeholders, project cost and schedule controls, QA/QC, quality and reliability of past projects, and effective project communication.

3.1.1.2 Demonstrated experience in sustainable design practices for completed aquatic center projects similar in size and scope to the Piedmont project.

3.1.1.3 Experience in performance of comparable engagements - Reference information and performance records on similar value public sector project undertakings including experience, knowledge, and understanding of local project needs

3.1.1.4 Expertise and availability of key personnel - Firm or Firm Team's organization, balance, depth of human resources, and expertise at the key team positions.

Firm or Firm Team's qualifications, expertise, and track record of accomplishments of similar projects

3.1.1.5 Financial stability

3.1.1.6 E&O, Claims history

3.1.1.7 Quality of References

3.1.1.8 Conformance with the terms of this RFQ/P - Understanding of the Project needs, issues, and approaches in providing the required professional services as described in this RFQ/P

The Selection Committee will determine an appropriate number of firms to be shortlisted to participate in oral presentations / interviews.

3.2 ORAL PRESENTATION / INTERVIEWS

3.2.1 Shortlisted firms will be invited to participate in an oral presentation / interview. The evaluation criteria utilized for Proposal evaluation will also be utilized for evaluating presentations / interviews. The City reserves the right to modify the presentation / interview evaluation criteria. Any such modification will be addressed in the notice of shortlisted firms.

3.2.2 Format of Oral Presentations / Interviews:
Firms will be given up to one hour for presentations, followed by up to thirty minutes of questions and answers.

3.3 NEGOTIATIONS WITH TOP RANKED FIRM

3.3.1 The Selection Committee will determine the top three (3) ranked firms, in order of ranking.

Only the top ranked firms Proposals will be evaluated along with their schedule of services for the project and stipulated deadlines.

A meeting will be scheduled with the PM and City to address any questions or clarifications necessary for the fee proposal. The City, the PM and top ranked consultant will negotiate in good faith until a final fee is deemed acceptable to the parties.

During negotiation, there shall be no disclosure beyond City staff evaluating the matter of any information derived from proposals submitted. The contract award shall be made to the proposer whose proposal offers the best value to the city, taking into consideration the scope of services, firm capabilities, proposed price within budgetary constraints and within industry standards, and the evaluation criteria.

- 3.3.2 Should negotiations fail to result in a final cost that is acceptable to the parties, this process will repeat for the next highest ranked firm, until all negotiations result in the recommendation to, and award by City Council of a contract for the required services.

3.4 ADDITIONAL TERMS OF EVALUATION AND SELECTION PROCESS

- 3.4.1 Proposals shall be kept confidential until a contract is awarded.
- 3.4.2 The City will also contact the references provided in the RFQ/P responses; contact any vendor to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a Proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced Proposal, but shall make an award in the best interests of the City of Piedmont.
- 3.4.3 The City reserves the right to request clarification of any proposal term from prospective Proposers.
- 3.4.4 Selected vendor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another vendor or withdraw the RFQ/P.
- 3.4.5 Any contract resulting from this RFQ/P shall not be effective unless and until approved by the City Council.

4. PROTEST PROCEDURES

4.1 WHO MAY PROTEST

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through the RFQ/P process. A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

4.2 TIME FOR PROTEST

The City will send a notice of the intent to award a contract at least ten (10) business days before an award is made. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Administrator must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated vendor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment.

4.3 FORM OF PROTEST

The protest must be in writing and signed by the individual who signed the Proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Administrator. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFQ/P and attachments upon which the protest is based. Once the protest is received by the City Administrator, the City will not accept additional information on the protest unless the City requests it.

4.4 CITY RESPONSE TO PROTEST

The City Administrator or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

4.5 LIMITATION OF REMEDY

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

5. WARRANTY/MAINTENANCE AND SERVICE

For a period of two (2) years after City's acceptance of the final Certificate of Payment with respect to the Project, PA shall respond to City's written notifications of errors, omissions, defects or faults in design or implementation of the work of the prime contractor. PA shall be available for efforts to determine the cause of and to determine the best remedy for such errors, omissions, defects or faults in the design or construction. If such errors, defects, omissions or faults in design are not found to be due to the fault of the PA or any of its subconsultants, the PA shall be compensated for its time for such efforts as a reimbursable expense, based on the agreed upon hourly rate, executed at the time of contract.

The Project Design shall be warranted for fitness of purpose as required by Law.

6. FEE PROPOSALS

- 6.1 Fee proposals shall be submitted via electronic form in a separate pdf file at the same date/time that the RFQ/P is submitted.
- 6.2 A not-to-exceed fee shall be negotiated with the selected consultant. Overall, compensation under this contract is subject to the overall duration of the contract, contract cap, and will be based on lump sums, hourly rates and the reimbursement of direct expenses. Hourly rate

charges are to be valid for the term of the agreement, and any changes in the staff classifications or hourly rate charges require the City's advance written approval.

7. TERMS, CONDITIONS AND EXCEPTIONS

- 7.1. The City reserves the right to alter, amend, or modify any provisions of this RFQ/P, or to withdraw this RFQ/P, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 7.2. The City reserves the right to waive informalities and minor irregularities in proposals received.
- 7.3. The City reserves the right to reject any or all proposals received prior to contract award.
- 7.4. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Piedmont after all factors have been evaluated.
- 7.5. Any irregularities or lack of clarity in the RFQ/P should be brought to the attention of the Director of Public Works of the City of Piedmont as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 7.6. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFQ/P or by addendum or amendment.
- 7.7. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 7.8. Proposals may be withdrawn by written or facsimile notice received prior to the Proposal opening time.
- 7.9. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, or prospective Proposer.
- 7.10. No attempt may be made at any time to induce any firm or person to refrain from submitting a Proposal or to submit any intentionally high or noncompetitive Proposal. All proposals must be made in good faith and without collusion.
- 7.11. Prices offered by vendors in their Proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Proposer agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFQ/P. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their Proposal.
- 7.12. The City is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the Proposals or any other such expenses incurred by the vendor in responding to the RFQ/P, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

- 7.13. Proposal will become public record after the award of a contract unless the Proposal or specific parts of the Proposal can be shown to be exempt by law. Each vendor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 7.14. A Proposal submitted in response to this RFQ/P must identify any subconsultants and outline the contractual relationship between the awarded PA and each subconsultant. An official of each proposed subconsultant must sign and include as part of the proposal submitted in response to this RFQ/P, a statement to the effect that the subconsultant has read and will agree to abide by the awarded Firm's obligations.
- 7.15. The awarded Proposer will be the sole point of contract responsibility. The City will look solely to the awarded Proposer for the performance of all contractual obligations which may result from an award based on this RFQ/P, and the awarded Proposer shall not be relieved for the non-performance of any or all subconsultants.
- 7.16. The awarded Proposer must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Proposer has submitted acceptable evidence of the required insurance coverages.
- 7.17. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ/P. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 7.18. Each Proposer must include in its RFQ/P a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the vendor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 7.19. The City will not be liable for Federal, State, or Local excise taxes.
- 7.20. Execution of Attachment A of this RFQ/P shall constitute an agreement to all terms and conditions specified in the RFQ/P, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes.
- 7.21. The City reserves the right to negotiate final contract terms with any vendor selected. The contract between the parties will consist of the RFQ/P together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents

shall control in the following order of precedence: the final executed contract, the RFQ/P, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 7.22. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal. All information shall be submitted as a declaration under penalty of perjury.
- 7.23. No announcement concerning the award of a contract as a result of this RFQ/P may be made without the prior written approval of the City.
- 7.24. Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Article XV of Chapter 2 of the City of Piedmont City Code.
- 7.25. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in the attachment/appendix. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.
- 7.26. The City reserves the right to reject any and all Proposals without cause. Proposals will be evaluated in their entirety. The City reserves the right to negotiate specific requirements and costs using the selected Proposal as a basis.

8. CONDITIONS GOVERNING THIS RFQ/P

8.1 Confidentiality

The City has made a determination in accordance with Government Code Section 6255 that all Proposals submitted in response to this RFQ/P will not be made public by the City until after the City has executed and adopted, the Contract for Services with the selected Proposer. In the event a proposer wishes to claim portions of its Proposal exempt from disclosure under the Public Records Act, it is incumbent upon the proposer to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. However, the City will make a decision based upon applicable laws.

The City will notify a Proposer of any materials or information that the City does not believe are entitled to exemption from the Public Records Act, and the Proposer shall have five business days from such notice to:

- Withdraw its proposal;
- Withdraw such information from its Proposal
- Withdraw such information and replace it with substituted information for which the Proposer does not claim an exemption; or
- Provide written notice that it does not object to public disclosure of such information.

Proprietary or confidential data must be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information. The cost of Services shall not be designated as proprietary or confidential information.

Attachment A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFQ/P

NAME OF PROPOSER _____

1. The above-named Proposer is a Proposer to the Request for Proposals of the City of Piedmont for the Project Architect/Owner's Representative for Design and Construction of the City of Piedmont Community Pool Project and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the RFQ/P (including Scope of Services and attached form of contract), except for the exceptions (if any) identified below.
4. The undersigned grants the City a right to the City to conduct reference checks and reasonable investigation of all information provided by Proposer.
5. The undersigned certifies that this Proposal is irrevocable until 90 days after submission date

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES _____ NO _____ SIGNATURE _____

Attachment B

PRO-FORMA AGREEMENT

**CITY OF PIEDMONT
CONTRACT FOR SERVICES**

CONTRACT

This Contract made _____, 2021_ (“**Effective Date**”), between the CITY OF PIEDMONT, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, (“**City**”) and _____, a _____ (“**Independent Contractor**”).

Recitals

- A. City is a municipal corporation which needs certain services in connection with its Community Pool Project (the “**Project**”) as more specifically set forth hereafter.
- B. Independent Contractor agrees to provide these services to the City under the terms and conditions set forth in this Contract (“**Contract**”).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. Services/Project Phases and Schedule.

- a. Independent Contractor shall provide the architectural, engineering, and other services set forth in Exhibit A attached hereto and incorporated herein (“**Basic Services**”).
- b. City may request Consultant to provide services or work in addition to Basic Services, referred to hereafter as “**Additional Services**” (and together with Basic Services, “**Services**”). Additional Services must be authorized by City in writing prior to performance as provided in Section 2 below.
- c. The Project is expected to proceed in the following Phases, which the following currently estimated schedule:
 - (1) Phase 1 – Programming /Schematic Design: October 2021- February 2022
 - (2) Phase 2 – Design & Permitting: March 2022 – November 2022
 - (3) Phase 3 – Construction Administration including Commissioning and Closeout: Dec. 2022 – June 2024

City reserves the right to modify the Project schedule at any time for any reason in its sole discretion.

- d. In the event the Project is delayed due to (1) events or conditions that are outside of the control of Independent Contractor (other than within the control of any permitted subconsultant) or (2) the acts or omissions of parties for whom Independent Contractor is not legally liable (collectively, “**Non-Independent**”).

Contractor Delays”), Independent Contactor’s schedule for completing its Services of performance will be extended. Additionally, if Independent Contractor incurs additional costs or expenses due to Non-Independent Contractor Delays, Independent Contractor may be entitled to Additional Services compensation, if and to the extent provided in Section 2 below.

2. Compensation.

- a. General. City will pay the Independent Contractor for properly performed Services as provided in this Section 2 and the _____ Fee Proposal _____ attached hereto as Exhibit B and incorporated herein.

- b. NTE. Excluding Additional Services only, the **Not To Exceed** amount to Independent Contractor for all Services performed under this Contract shall not exceed \$ _____ (“NTE”), plus reimbursable expenses described in Exhibit B (“**Reimbursables**”) up to a NTE Reimbursable Cost (“**NTERC**”) of \$ _____. The NTE includes within its scope the cost of all (if any) permitted subconsultants and, together with the NTERC, shall constitute full compensation for all Services (excluding Additional Services) required, performed or accepted under this Contract. Except for Additional Services, in no event shall Independent Contractor invoice or receive any payment exceeding the NTE and NTERC.
 - (1) The Fee is further broken down as follows:
 - (1) Phase 1 – Programming, Schematic Design and Design Development): \$ _____
 - (2) Phase 2 – CD’s and Permitting (Construction Documents, Regulatory Permitting and Bid Support): \$ _____
 - (3) Phase 3 – Construction Administration incl. Commissioning and Closeout: \$ _____

 - (2) If Non-Independent Contractor Delays require Independent Contractor to perform Basic Services in an amount exceeding the NTE, such excess Basic Services will be deemed Additional Services, and Independent Contractor will be entitled to additional compensation as otherwise provided for Additional Services.

- c. Billing Rates. City will pay Independent Contractor for Services based upon the hourly billing rates for all personnel specified in Exhibit B. The billing rates used as a basis for payment apply to all of Independent Contractor’s and permitted subconsultants’ (if any) principals, professional personnel and others engaged directly on the Project. Except as provided (if any) in Exhibit B, the billing rates shall remain constant throughout this Contract, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason.

- d. Prior Services. If City previously authorized services within the scope of the Services of this Contract, then the services performed and any compensation paid for those services shall be subject to the terms of this Contract and the previous payments deemed payments against the NTE and NTERC.
- e. Limitations. Independent Contractor may not invoice or receive payment for the NTE or NTERC greater than Independent Contractor's percentage completion of the Services, as determined by City based on Services performed. In no event shall Independent Contractor invoice or receive (including any permitted subconsultants) payment for fees exceeding the NTE.
- f. Additional Services Amendments. City will pay Independent Contractor for Additional Services as agreed to in a written addendum or amendment ("**Amendment**") to this Contract executed by City and Independent Contractor. Payment for all such Additional Services shall be in an amount and upon the terms set out in such Amendment. Each Amendment shall provide for a fixed price; or, where payment for Additional Services is to be on an hourly basis, for a guaranteed maximum amount plus Reimbursables. Amendments must be negotiated and signed by Independent Contractor and City before commencing Additional Services; otherwise, such costs are deemed within Basic Services.
- g. Fixed Fee Limitation. Notwithstanding the foregoing, if City and Independent Contractor agree to any fixed or maximum fees for any period or services, those shall control.
- h. Reimbursables Payment. City will pay Independent Contractor for Reimbursables for Basic Services as set forth in this Section 2 and Exhibit B, and for Additional Services as provided in any Amendment and in this Section 2. All costs not listed will not be allowed. All Reimbursables will be paid without premium or markup.
- i. Monthly Statements. Independent Contractor will provide City with monthly statements of fees earned and permitted Reimbursable costs incurred for services provided during the month. Each statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, a reasonable itemization of all costs, and receipts or other backup the City may reasonably request for all individual cost items in excess of \$ _____. Each statement shall report on Independent Contractor's total Basic Services, Additional Services (if any) and Reimbursables paid to date.
- j. City Payments. City shall issue payment of approved Services fees and Reimbursables (subject to the NTE and NTERC) within 30 days of receiving each statement..

3. **Term.**

This Contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate 30 days after completion of all Project Services.

a. Notwithstanding the foregoing, for a period of two years after City's acceptance of the final Certificate of Payment with respect to the Project, Independent Contractor shall respond to City's written notifications of errors, omissions, defects or faults in design or implementation of the work of the prime contractor. Independent Contractor shall be available for efforts to determine the cause of and to determine the best remedy for such errors, omissions, defects or faults in the design or construction. If such errors, defects, omissions or faults in design are not found to be due to the fault of the Independent Contractor or any of its subconsultants, Independent Contractor shall be compensated for its time for such efforts as Additional Services based on the agreed upon hourly rates in Exhibit B.

4. **Limitation on Independent Contractor's Authority.**

Independent Contractor shall have only the specific authority reflected in the Contract. Notwithstanding any provision of the Contract, including Exhibit A, unless specifically authorized in a writing signed by the City's City Administrator, Independent Contractor is not authorized to obligate the City to incur any cost or expense, or to modify any other Project party's scope of work or services.

5. **Independent Contractor Project Manager and Key Personnel.**

- a. Independent Contractor has designated _____ as its Project Architect to act as Independent Contractor's Representative in all matters relating to the Contract. Independent Contractor's Project Architect shall be the single point of contact for all Project communications between City and Independent Contractor.
- b. Independent Contractor's Proposal lists the key personnel identified on Exhibit B Independent Contractor intends to provide to the Project to perform its services under the Contract, and their anticipated start times, anticipated duration of commitment to work on the Project, and for each duration percentage of commitment to work on the Project (together, "**Key Personnel**"). Independent Contractor represents that such staff have the necessary licenses, experience and qualifications to satisfactorily perform the requirements of the Contract and that at all times Independent Contractor shall maintain such staff or similar staff having all necessary licenses, certifications, experience and skills necessary to perform all obligations of the Contract.

- c. Independent Contractor may not change the identity of its Project Architect or any other Key Personnel without prior City written approval, which approval shall not be unreasonably withheld, provided such replacement has similar or greater experience and qualifications.
- d. Independent Contractor acknowledges that the quality and qualifications of the Key Personnel were important factors in City's selection of Independent Contractor for the Project. Independent Contractor and City agree that the personal services of the Key Personnel is a material term of the Contract, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the City, the measure of which would be impractical or extremely difficult to fix, and in lieu of which City and Independent Contractor have agreed to liquidated damages as described below:
 - (1) For any substitution of any Key Personnel individual before the end of the individual's Project commitment period provided in Exhibit B, City may assess once and Independent Contractor shall accept liquidated damages in the amount of six (6) times the gross monthly salary for the substituted Key Personnel.
- e. Liquidated damages for substitution of Key Personnel shall be deducted from the next applicable statement or, if insufficient, shall be paid by Independent Contractor.
- f. No liquidated damages shall be due under this Section 5 for any substitution required due to death, incapacity or employment termination of a Key Personnel.

6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Contract, Independent Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, computers and telephone service as is necessary for Independent Contractor to provide the services under this Contract. Independent Contractor - not City - has the sole responsibility for payment of the costs and expenses incurred by Independent Contractor in providing and maintaining such items.

7. Contractual Relationship.

The parties intend that an independent contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract. Independent Contractor shall be fully responsible for all

income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

8. Indemnity and Hold Harmless.

- a. To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "**Indemnitees**") from and against any and all liability, claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) ("**Liability**"), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor.
- b. For design professionals (as that term is defined by Civil Code § 2782.8) acting within the scope of their professional capacity, to the fullest extent permitted by law, Independent Contractor shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnitees from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Independent Contractor, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.
- c. Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 8, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion, and this section shall survive the termination of the Contract.

9. Insurance.

- a. The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- b. Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be

received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- c. Coverage shall be at least as broad as:
- (1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Independent Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - (3) Workers' Compensation: as required by the State of California, with Statutory Limits.
 - (4) Professional Liability (Errors & Omissions): As appropriate to Independent Contractor's services, and not less than \$2,000,000 per claim.
- d. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- (1) The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - (2) For any claims related to this Contract, Independent Contractor's insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor's insurance and shall not contribute with it.

- e. Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- f. Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

10. Assignability/Subcontracting.

Independent Contractor shall not assign, delegate, subcontract, or transfer any interest in this Contract nor the performance of any Independent Contractor’s obligations hereunder, without the prior written consent of the City. Nevertheless, Independent Contractor will remain fully liable and responsible for all services under this Contract.

11. Miscellaneous.

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

12. Notices.

Any notices to be sent pursuant to this Contract shall be given in writing, in person (by hand or by courier), via prepaid U.S. certified or registered mail, return receipt requested, or by recognized overnight (or better) courier that maintains delivery records, addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at _____, or at such other address as each party shall give the other in writing from time to time. Notices shall be deemed received at the time of delivery if on a business day (and if not on a business day or after 5:00 pm local time on a business day, on the next business day) or when delivery is refused..

13. Governing Law.

This Contract shall be governed by the laws of the State of California, including its statutes of limitation but excluding its conflict of law principles. Jurisdiction and venue of litigation arising from this Contract shall be in the County of Alameda, State of California.

14. Modification.

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

15. Time is of the Essence.

Time is of the essence in the performance of this Contract.

16. Termination.

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:
 - (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violations(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. The City may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the Independent Contractor. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion.

17. Equal Opportunity.

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

18. Compliance with Laws.

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense,

keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

Without limiting the foregoing, Independent Contractor shall, if applicable, comply with all laws, codes, ordinances, and regulations requiring the payment of prevailing wages as set forth in Labor Code § 1770 et seq. Pursuant to AB 1768, effective January 1, 2020, this includes, inter alia, the payment of prevailing wages to personnel performing services considered a covered trade (e.g., operating engineer/heavy equipment operator, surveyor, carpenter, cement mason, electrician, laborer, building/construction inspector (including a geotechnical engineer acting as a construction inspector), and field soils and materials testers (including a geotechnical engineer performing duties covered under soils and materials testing)) that undertake feasibility studies, site assessments and other pre-construction work for a project utilizing public funds.

19. Conflicts.

Independent Contractor represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Contract. Without limitation, Independent Contractor represents to and agrees with City that Independent Contractor has no present, and will have no future conflict of interest between providing the services contemplated under this Contract to City and any interest Independent Contractor may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to City, as determined in City's reasonable judgment.

20. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Contract shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

21. Ownership of Documents.

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Contract, shall become the property of City upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any

such documents to third parties shall only be made by the City, or upon written consent of City.

22. Licenses.

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

23. Waiver.

Waiver of a breach or default under this Contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Contract.

24. No Third Party Beneficiaries.

Nothing in this Contract shall operate to confer rights or benefits on persons or entities who are not parties to this Contract.

25. Severability.

If any portion of this Contract or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or local statute, ordinance or regulation the remaining provisions of this Contract or the application thereof shall not be invalidated thereby and shall remain in full force and effect to greatest extent permitted by law.

26. Construction.

Headings or captions to the provisions of this Contract are solely for the convenience of the parties, are not part of this Contract, and shall not be used to interpret or determine the validity of this Contract. Any ambiguity in this Contract shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

**[INDEPENDENT
NAME]**

CONTRACTOR

By: _____
[Mayor or City Administrator]

By: _____
[Title]

Attest:

John O. Tulloch, City Clerk

Approved as to form and legality:

Michelle Marchetta Kenyon, City Attorney

Exhibit A

**Scope of Services
[See RFQ/P]**

Exhibit B

**Fee Proposal and Key Personnel
[to be provided]**

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Authorized Signature and Date

Print Name & Title

Attachment D

Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
 - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.

2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Signature of Authorized Representative

Title of Authorized Representative

Business/Contractor/ Agency

Date

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Piedmont sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Piedmont checks the Excluded Parties List System at www.ep/s.gov to make sure that vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business. The finding that “Your search returned no results” is an indicator of compliance.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
City of Piedmont, Public Works Department at 510-420-3050***

Attachment E

**W-9 Request for Taxpayer
Identification Number and Certification**

[Form must be signed and dated]

Attachment E

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	Social security number : : :
or	
	Employer identification number : : :

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment F

INSURANCE REQUIREMENTS

1. Insurance.
 - a. The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
 - b. Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - c. Coverage shall be at least as broad as:
 - (1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Independent Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - (3) Workers' Compensation: as required by the State of California, with Statutory Limits.
 - (4) Professional Liability (Errors & Omissions): As appropriate to Independent Contractor's services, and not less than \$2,000,000 per claim.
 - d. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if later revisions used).
 - (2) For any claims related to this Contract, Independent Contractor's insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor's insurance and shall not contribute with it.
- e. Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
 - f. Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.
 - g. Assignability/Subcontracting.
 - Independent Contractor shall not assign, delegate, subcontract, or transfer any interest in this Contract nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City. Nevertheless, Independent Contractor will remain fully liable and responsible for all services under this Contract.

2. Miscellaneous.

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

3. Notices.

Any notices to be sent pursuant to this Contract shall be given in writing, in person (by hand or by courier), via prepaid U.S. certified or registered mail, return receipt requested, or by recognized overnight (or better) courier that maintains delivery records,

addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at _____, or at such other address as each party shall give the other in writing from time to time. Notices shall be deemed received at the time of delivery if on a business day (and if not on a business day or after 5:00 pm local time on a business day, on the next business day) or when delivery is refused..

4. Governing Law.

This Contract shall be governed by the laws of the State of California, including its statutes of limitation but excluding its conflict of law principles. Jurisdiction and venue of litigation arising from this Contract shall be in the County of Alameda, State of California.

5. Modification.

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

6. Time is of the Essence.

Time is of the essence in the performance of this Contract.

7. Termination.

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:
 - (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violations(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. The City may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the Independent Contractor. In the event of any

such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion.

Attachment G
FEE PROPOSAL MATRIX

Excel version of Fee Proposal Matrix available upon request.

**Item #8 – Issuance of RFQ/P for Architectural Services for Piedmont Community Pool
Correspondence Received before 3:00 p.m. on Monday, July 19th**

City Council:

To date, the City has engaged the community in the design and funding of the new pool but has yet to assess community sentiment for building a pool that will not add to Piedmont's greenhouse gas (GHG) emissions. All of California and indeed the world are experiencing the early stresses of unchecked climate change and I think most Piedmonters do not want to build a pool that will add to that problem for their children. The establishment of the Pool Advisory Committee offers the City the opportunity to have this community engagement about the proposed pool's impact on climate change. To that end, selecting the right Project Architect will be essential to engaging the PAC and community in designing a pool that offers creative options but also tradeoffs to achieve the 2030 and 2050 GHG reduction targets set forth in Piedmont's Climate Action Plan (CAP).

Unfortunately, the Griffin template used for the RFQ/P is inadequate for soliciting proposals to conduct this engagement and creative pool design. For example, the staff report states that the "Scope of Services and Work Plan notes the City's environmental goals" but that is not true; nowhere in the request for proposals do the words "Climate Action Plan" occur. GHG reduction is without question the City's most urgent environmental goal, yet there is no condition in the RFQ/P seeking services to assist the City with meeting its 2030 and 2050 targets. The only concession to city environmental goals appears to be the incorporation of LEED silver design principles, outdated principles that do not address GHG reduction, rather than LEED-Zero, the latest LEED standards that incorporate renewable energy into the design. Similarly, the RFQ/P calls for a Net Zero Energy (NZE) assessment of the conceptual facility, not Net Zero Carbon (ZNC)-driven design that could help achieve the city's CAP goals. The RFQ/P should at least acknowledge the 2030 and 2050 reduction targets as project goals and solicit proposals that show how the new pool will integrate with the city-wide GHG reduction targets.

Staff gave assurances that if the RFQ/P does not solicit adequate proposals then additional rounds of solicitation will be undertaken. Unfortunately, this RFQ/P starts on the wrong foot and should be re-drafted to seek stronger proposals that deliver the services the city needs to achieve CAP goals. The staff report acknowledges that the original date for issuance of the RFQ/P was August 2. I suggest that Council take no action this evening and instead give direction to staff to incorporate stronger language into the RFQ/P requesting proposals address GHG reduction of the conceptual design through design and energy infrastructure. The current conceptual design fails to show any GHG emissions calculations so the City can obtain this analysis by having consultants do this in their proposals.

In the event Council decides to proceed with the RFQ/P, consider the following changes:

Acronyms/Definitions: add a definition for "building" to this section to clarify that the term includes the pool house and the pools. GHG emissions from the pools vastly exceed those of the pool house and must be included in any LEED or NZE analysis for the facility.

1.1 Basic Services: Don't specify LEED silver as the design goal. First, this bar is too low and it sends a signal to consultants that they can achieve this project objective without appreciably addressing GHG emissions. State instead that the city seeks the highest LEED certification for the pool and let consultants compete by submitting creative proposals.

1.2.12 Value Engineering: This is a very important element of the work plan as there are numerous redundancies and inefficiencies in the current conceptual design. Language should be

added to this section stipulating that value engineering be initiated during the conceptual design phase so changes can be presented during the community outreach phase. And some clarification may be needed in the RFQ/P. The first table below is from the feasibility assessment of the pool presented on the City website during the community pool bond initiative. The second table below is that presented in the RFQ/P (page 6). While the total lap pool area is the same (9600 sq. ft) there is a discrepancy in the number and length of swimming lanes.

Garrett Keating

Proposed Piedmont Community Pool
\$10M – \$14M

Stretch 25-yard Competition Pool (13 lanes)

- Two 1-meter diving boards
- Ten 25-meter or 25-yard lanes
- Diving area with three 25-yard lanes
- 4-foot bulkhead for simultaneous diving and lap swimming
- Depth and dimensions allowing for water polo

3,900 sq. ft. Leisure Pool

- Zero-depth entry
- Activity play structure
- Sprays
- Small waterslides

WATER FEATURES COMPARISON TABLE				
	Existing		Proposed	
	Pool	Area (SF)	Pool	Area (SF)
Lap Pool	25 yd x 6 lanes	3,150	Stretch 25 25 yd x 30 m 13 lanes	9,600
Teaching Pool	Shallow Water	1,240	25 yd x 2 lanes	Area included in Leisure Pool
Baby Pool	-	300	N/A	N/A
Leisure Pool	N/A	N/A	-	3,900
Total	25 yd x 6 lanes	4,690	25 yd x 15 lanes	13,500

WATER FEATURES COMPARISON TABLE				
	Existing		Proposed	
	Pool	Area (sf)	Pool	Area sf
Lap Pool	25yd x 6 lanes	3,130	Stretch 25 25yd x 35m 10 lanes	9,600
Teaching Pool	16yd x 3 lanes	1,240	25yd x 2 lanes	Area included in leisure pool
Baby Pool		300	N/A	N/A
Leisure Pool	N/A	N/A		3,900
Total	6 x 25yd lanes 3 x 16yd lanes	4,690	12 x 25yd lanes	13,500

1- Should the RFP/RFQ mention the City Action Plan 2.0, in particular this paragraph"
"This CAP, or CAP 2.0, ... sets GHG emissions reduction targets consistent with California targets of 40% below 2005 levels by 2030 and 80% below 2005 levels by 2050. This reflects Piedmont's ongoing commitment to addressing climate change, building on past success, and supporting state efforts."

2- Should the RFQ/RFP establish a yearly CO2 emission budget for its operation?

3- Should this CO2 budget be in proportion to the 2030 and 2050 goals or lower due to planned higher emissions reduction in other areas?

4- Assuming a goal of a 30 years life for the pool, should the RFP request that the pool be designed with an upgrade path to meet the 2050 CAP goal, such as for example extra piping and extra space in the mechanical rooms for the ability to test new heating equipment?

5- Should the RFP specify a CHG budget for the pool construction?

6- To what extent should the RFQ favor firms with "green" pool design experience?

The RFP proposes a pool with a surface about three times greater than the old one, hence potentially consuming three times more energy. The operational CO2 emission footprint of the old pool in 2005 is most likely the same as in 2019.

Sincerely,

Bernard Pech

Thank you for your efforts and those of the Council in creating an RFP for the Aquatic Facility that incorporates sustainable design and requesting that a cost/benefit analysis be carried out to determine if the facility can reach Net Zero Carbon Energy for construction, and operations and maintenance of the facility. These are ambitious goals and my comments are intended to assist the City in describing more specifically within the RFP additional information to develop a Net Zero Carbon Energy Aquatic Facility. My suggestion are provided below:

1. The RFP does not appear to describe the City of Piedmont's Climate Action Plan 2.0 (CAP 2.0), our commitment to fight climate change or specify an annual greenhouse gas emissions budget to ensure that the CAP 2.0 emissions targets are met. If possible, please add a section to the RFP that provides more specific details about the City of Piedmont's CAP 2.0 and greenhouse gas emissions budget with associated targets.
2. The RFP does not appear to specifically request a design for a Net Zero Carbon Energy scenario and appears to only focus on the 2017 Conceptual Design which was created for a different purpose. Specifically, the 2017 Conceptual Design was created to enable the citizens of Piedmont to envision a new aquatic facility as part of Measure UU. This conceptual design is now dated. A Piedmont Connect analysis submitted to the City found that the 2017 Conceptual Design, even with its proposed use of solar tubes, would need 46% more natural gas to operate than the old aquatic facility needed in 2019. This increase in greenhouse gases produced by the 2017 Conceptual Design is not in line with our Climate Action Plan 2.0 goals. Also, an updated conceptual design is needed to address the current challenges we face in California with fire and drought. It is suggested that the RFP call for a design that minimizes greenhouse gas emissions. As part of the Piedmont Connect analysis various energy technology scenarios were evaluated to determine if the 2017 Conceptual Design with the larger aquatic facility could achieve Net Zero Carbon Energy. This assessment determined preliminarily that it is possible to achieve a Net Zero Carbon Energy Aquatic Facility. The report is available on Piedmont Connect's website. Please consider requiring an updated conceptual design which includes Net Zero Carbon Energy scenarios in the RFP.
3. Perhaps a higher LEED certification level than Silver is achievable and it would be preferable that the design also meet US Green Building Council's (USGBC's) LEED Zero Carbon goals. LEED Zero Carbon recognizes net zero carbon emissions from energy consumption through carbon emissions avoided or offset over a period of 12 months. <https://www.usgbc.org/programs/leed-zero> Please consider updating the RFP with a higher LEED certification level and a preference that the design also meet USGBC's LEED Zero Carbon goals.
4. There are a variety of ways to achieve Net Zero Carbon Energy at the Aquatic Facility which includes a combination of renewable energy alternatives including EBCE renewable energy, solar tubes, photovoltaics, pool coverings, etc. Please consider combinations of renewable energy design scenarios.
5. Finally, it is important that the RFP emphasize that the Aquatic Facility avoid the use natural gas.

Based on these comments, I request that the RFP be re-evaluated to more specifically include alternative design scenarios which can achieve a Net Zero Carbon Energy Aquatic Facility.

Thank you for your consideration.

Best regards,

Indira Balkissoon
