City of Piedmont
COUNCIL AGENDA REPORT

DATE: October 18, 2021

TO: Mayor and Council

FROM Sara Lillevand, City Administrator

SUBJECT: Consideration of an Agreement with ELS Architecture & Urban Design for Architecture and Engineering Design Services for the Piedmont Community Pool Project and Approval of an Overall Budget for the Agreement

RECOMMENDATION

By a single motion, take the following actions with regard to the proposed agreement with ELS Architecture & Urban Design (ELS) for Architecture and Engineering Design Services for the Piedmont Community Pool Project:

1. Approve the proposed agreement with ELS for Architecture and Engineering Design Services for the Piedmont Community Pool Project, based on a time and materials basis, at an amount not to exceed $2,357,670.

2. Approve an overall budget for this agreement of $2,475,554, which includes a 5% contingency, and authorize the City Administrator to spend up to this amount.

BACKGROUND

Following the selection of Griffin Structures to provide the City with Project Manager/Owner's Representative (PM/OR) services, the project team focused its attention on drafting and issuing a Request for Qualifications/Proposals (RFQ/P) to engage a firm to provide Architecture and Engineering Design Services. On July 19, 2021, Council authorized staff to issue an RFQ/P for these services, which was released on July 20, 2021 (see Attachment 3).

By the September 3, 2021 response deadline, eight proposals were received from the following firms: ELS Architecture & Urban Design; HED; WRNS Studio; JKA; LPA Design Studios; Noll & Tam; PBK-WLC; and SVA Architects, Inc. Each proposal was reviewed independently by members of the project review team, which was composed of Mayor Teddy Gray King, Community Pool Advisory Committee Chairperson Steve Roland, City Administrator Sara Lillevand, Special Assistant Paul Benoit, Project Manager George Sanen, Recreation Director Chelle Putzer, Planning & Building Director Kevin Jackson, and Public Works Director Daniel Gonzales.

Following this review, the three top rated firms, ELS, HED and WRNS Studio, were invited to in-person interviews, held on September 27th. Councilmember and Aquatics Liaison Betsy Andersen as well as Sustainability Program Manager Alyssa Dykman were added to the initial review team to form a 10-person interview panel. While all three firms were experienced and capable, the review team was unanimous in selecting ELS as the firm most capable of meeting the City's needs (see Attachment 2 for ELS's proposal).

ELS, headquartered in Berkeley, CA, stood out for several reasons. Beyond their thorough proposal and presentation, the firm has extensive experience performing similar aquatic facility design and construction, including:

- City of Elk Grove - Elk Grove Civic Aquatic Center
- City of San Francisco - Balboa Park Pool
- City of Oakland – LEED Silver-certified East Oakland Sports Center
- Berkeley Unified School District – Berkeley High School Natatorium
- City of Morgan Hill – LEED Silver-certified Morgan Hill Aquatic Center
- City of Pleasanton – Dolores Bengtson Aquatic Center
- City of Mountain View – LEED Platinum-targeted Rengstorff Park Aquatic Center
- University of California – Berkeley Legends Aquatic Center
- University of Southern California – Uytengsu Swim Stadium
- Stanford University – Avery Aquatics Stadium & Maas Diving Center

In addition to their relevant experience, ELS has a deep and highly qualified project team that demonstrated a clear understanding of the project opportunities and constraints, as well as community concerns and aspirations. The firm also communicated an understanding of the exigencies of climate change and were experienced and knowledgeable relative to both the opportunities and challenges associated with implementing green technologies in the design of aquatics facilities.

The fee for ELS's Design Services, which will cover all services extending from conceptual design through construction administration support, is $2,357,670. For reference, the fees proposed by the eight responding firms ranged from $1,698,310 to $2,894,027.

While staff believe that the number of hours accounted for in the agreement are sufficient to address the project scope, a 5% contingency has been included in the overall budget for the agreement to account for any unforeseen circumstances.

FISCAL CONSIDERATIONS

The cost of the services outlined in this agreement will initially be paid from the General Fund. Subsequent to the sale of the voter approved Measure UU bonds, the General Fund will be reimbursed for all payments made prior to the receipt of bond funding.

CITY ATTORNEY REVIEW

The attached Agreement for Professional Services was drafted by David Rosenthal, an attorney with Burke, Williams, & Sorenson specializing in construction law, contract formation,

negotiation and dispute resolution, and was reviewed and approved as to form and legality by the City Attorney.

ATTACHMENTS

1. Agreement with ELS
2. ELS Proposal
3. Architecture and Engineering Design Services RFQ/P

By: Daniel Gonzales, Director of Public Works

CONTRACT

This Contract made _____, 2021_ (**"Effective Date"**), between the CITY OF PIEDMONT, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, (**"City"**) and ELS Architecture & Urban Design, a Corporation (**"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"**). Independent Contractor is a licensed design professional in the State of California.

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 Independent Contractor 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 $2,289,000 (**"NTE"**), plus reimbursable expenses described in Exhibit B (**"Reimbursables"**) up to a NTE Reimbursable Cost (**"NTERC"**) of $68,670. 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): $907,886.50
(2) Phase 2 – CD's and Permitting (Construction Documents, Regulatory Permitting and Bid Support): $821,470.00
(3) Phase 3 – Construction Administration incl. Commissioning and Closeout: $559,643.50

(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 $100. 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 Clarence Manuyac Jr. 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 attorney's 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. The parties acknowledge that this Contract is subject to California Civil Code § 2782.8 as amended and effective January 1, 2018.

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, 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 and aggregate.

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) Except Workers Compensation and Professional Liability, 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 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 2040 Addison Street, Berkeley CA 94704, 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. City recognizes that the design professional's performance must be governed by sound professional practices.

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.

In providing services under this Contract, Independent Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality ("Standard of Care"). 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, agrees and confirms 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, agrees and confirms 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, excluding any standard designs, details, specifications and other intellectual property to which Independent Contractor held the copyright prior to performing services under this Contract, 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, agrees and confirms 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:	**ELS ARCHITECTURAL & URBAN DESIGN**
By: _____	By: _____
Theadora Gray King, Mayor	[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]

City of Piedmont
120 Vista Avenue
Piedmont, California, 94611

September 3, 2021

Design, Architectural and Engineering Services Proposal

+ City of Piedmont Community Pool

ELS Architecture and Urban Design
2040 Addison Street
Berkeley, CA 90474
510.549.2929

"With the official swim season recently concluding, the city experienced firsthand the tremendous benefits of the [Elk Grove Civic Aquatics Center] facility, which ranged from packed recreation swims, multiple swim tournaments, a variety of swim classes for residents, and popular water slides. This facility was built to meet the diverse needs of our community and their love for water recreation activities."

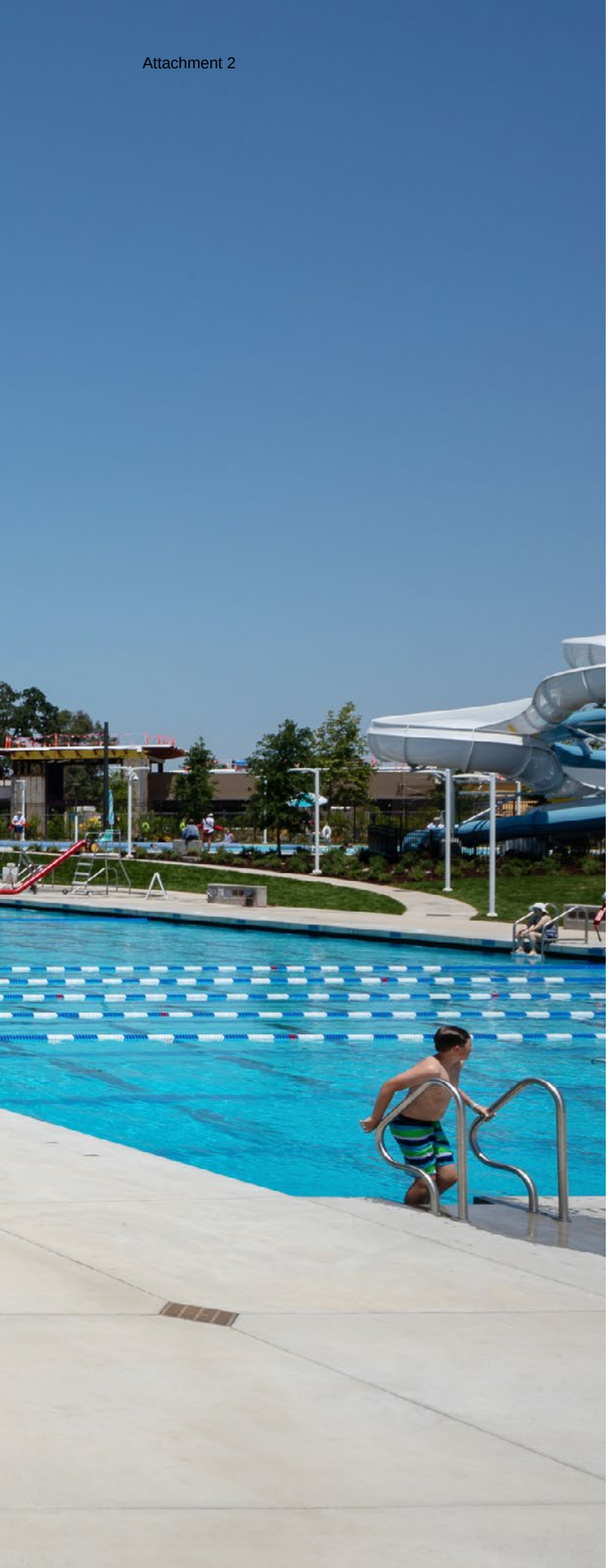
- Jason Behrmann, City Manager, City of Elk Grove


AQUATIC CENTER
els/

"The Elk Grove Aquatics Center offers the first new public pools in Elk Grove in more than a decade and the first 50-meter pool in the city. It expands on the high-quality aquatic facilities available in Elk Grove and provides more water for local, regional, and even statewide competitions, which is good for our kids, good for our quality of life, and good for our local economy."

- Steve Ly, Mayor, City of Elk Grove

City of Elk Grove Civic Aquatics Center | Elk Grove, CA



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2.6.1

+ cover letter

"Clarence's (ELS') outreach process and extensive public meetings helped our community sports center. Without Clarence's open and participatory process at countless public and neighborhood meetings, it is difficult to imagine our project ever rising out of the ground. His passion for his work, his care for the community, his ability to listen to all stakeholders in the process, his ability to translate what he heard into powerful architecture and his strong political sense were crucial to getting us to our successful grand opening of the East Oakland Sports Center."

– Council Member Larry Reid, City of Oakland

East Oakland Aquatics Center | Oakland, CA

els/

"Four months after it opened in a troubled neighborhood that outsiders avoid, the East Oakland Sports Community Center still looks great: streamlined and shiny, affirmative and bright... What has come to pass is a triumph. Who knows? Some young users are bound to stare in delighted wonder at their new home away from home. Some might even dream of becoming architects themselves."

- John King, San Francisco Chronicle

East Oakland Aquatics Center | Oakland, CA

elsarch.com | 510.549.2929
2040 Addison Street
Berkeley, CA 94704

September 3, 2021

John O. Tulloch, Assistant City Administrator/City Clerk
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611
communitypoolproject@piedmont.ca.gov

SUBJECT: CITY OF PIEDMONT COMMUNITY POOL - DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES PROPOSAL

Dear Piedmont Community Pool Selection Committee:

I am so proud that ELS has the chance to provide professional design services for this transformative new aquatics center. As a Piedmont resident, I have participated in the discussions of this project for nearly 30 years, during which time I have debated and imagined the pool property with at least ten mayors and multiple school district officials to explore how best to develop and realize the vision for one of our city's most important assets. It is a pleasure to see the process now gather momentum, especially following the successful passage of Measure UU. I applaud the leadership of Councilmember Betsy Andersen and her fellow members, along with City Administrator Sara Lillevand, Former City Administrator and Special Assistant Paul Benoit, the Measure UU Committee, the newly appointed Piedmont Pool Advisory Committee, and the soon-to-be appointed Measure UU Oversight Committee, all supported by the efforts of countless city volunteers.

As our approach and relevant projects will demonstrate, ELS understands the delicate balance of designing public facilities — especially pools – in an age of climate change, wildfires, and pandemic readiness. These are conjoined problems that stem from a collective failure to consider nature in a variety of sectors, including planning, design and construction. This project has a chance not only to mitigate the effects of these problems but to become a nationally recognized model for forming part of a solution. To that end, we are eager to collaborate with the City's leadership and stakeholders to decide, in the context of community desire and project budget, which industry-leading methods will best suit our objectives. Piedmont clearly understands the need to profoundly reduce greenhouse gas emissions, as shown by the City Council's 2018 adoption of the Climate Action Plan 2.0, the recent adoption of Reach Codes, the addition of a Sustainability Program Manager to City Staff, and the valuable voices of Piedmont Connect. In pursuit of the same goal, ELS has implemented a variety of measures. Since 2013, we have been signatories to the 2030 Commitment, an AIA program created to support the 2030 Challenge, which is a holistic, data-driven initiative that aims to make all new buildings, developments, and major renovations carbon neutral by 2030. I am happy to write that approximately 70% of all ELS projects are now carbon neutral.

Under our commitment to the 2030 Challenge and Piedmont's commitment to the Climate Action Plan 2.0, we relish the opportunity to deliver an all-electric, carbon-neutral aquatic center. Our relevant experience includes the following four municipal projects, each of which is all-electric and targeting both LEED Platinum and WELL Certification: the reimagined $150MM International Swim Center (for the City of Santa Clara), the $20MM Rengstorff Park Aquatic Center (for the City of Mountain View), the $60MM Veterans Memorial Senior Center (for the City of Redwood City), and the $25MM Millbrae Recreation Center (for the City of Millbrae). The Redwood City project has received a 2021 All-Electric Leadership award from Peninsula Clean Energy, and is under construction and slated to open in 2022.

For three further reasons summarized below, ELS is uniquely qualified to serve as Architect for the new Piedmont Community Aquatics Center:

Nationally Recognized Design Credentials

Our firm has received the highest honor given to firms by the American Institute of Architects' California Council. We are listed on the prestigious ARCHITECT 50, which compiles the United States' top 50 architecture firms (measuring design, business and sustainability) and on the Architectural Record 300, which gathers North America's top firms. Over the decades, our architecture portfolio has been given 200+ awards for design excellence. A more profound honor, however, would be to collaborate on a socially transformative aquatics hub for this extraordinary community in our firm's backyard.

Community Aquatic And Recreation Center Expertise

ELS' community recreation and aquatic center portfolio focuses on Northern California and includes multiple community-based, LEED certified projects, including the Morgan Hill Aquatics Center, which broke new territory as the first LEED Silver-Certified facility of its kind in the United States. These efforts will form a precedent for our work in Piedmont; many are detailed within our response.

High-Performing Aquatics Competition Venues For Olympians & NCAA Champions

ELS has extensive "fast water" experience through the design and construction of competitive aquatic stadia and facilities. These include world-class competition and training venues for three top-ranked NCAA aquatic sports programs (each a championship venue of the Pacific 12 Conference) at UC Berkeley, Stanford University, and the University of Southern California; this work has led to two projects, now either completed or nearing completion, at Cañada College and the College of Marin.

An Experienced Core Team

For your project, I will serve as Principal-in-Charge, directing the ELS project team. Joining me will be Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA, who will serve as Project Manager, and Anthony Grand, AIA, LEED AP BD+C, LEED AP BD+C, as Lead Designer. Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM, is a five-time Olympic Gold Medalist and our Aquatics Programming Specialist; she will help guide your stakeholders as we program the new center. Our team also includes a number of technical consultants and design partners, described in this document and reflecting this project's prioritization of sustainable design; with most, we hold ongoing successful relationships approaching 30 years.

In Piedmont, my family and I could not have landed in a better community with more remarkable benefits, from schooling and civic services to safety, beauty and public engagement. I have enjoyed serving on the boards of the Piedmont Education Foundation, the Piedmont Recreational Facilities Organization, and the Piedmont Soccer Club, and as an Assistant Varsity Baseball Coach for the Piedmont High School Highlanders. These experiences speak to the significant civic culture that is at the core of life in Piedmont. This project will be a highly visible extension of that culture. I and our design team know that this project must benefit its environment and the city's bottom line while serving the most inclusive possible spectrum of Piedmonters. Our work must fulfill Piedmont's diverse interests, meet its extraordinary capacity for thoughtful consideration, and uphold the community's sharp focus on making the most of its many resources. To get there, we are prepared for a robust effort of consensus building, as detailed in the following pages.

We look forward to presenting our qualifications in person. In the meantime, should you have any questions for our team, please contact me at either 510.684.1159 or cmamuyac@elsarch.com.

Sincerely,
ELS ARCHITECTURE & URBAN DESIGN

Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C, President and CEO

We accept the terms and conditions in the RFQ/P and proposed contract, and acknowledge receipt of the addendum to the RFQ/P and the responses to proposers' questions.

Morgan Hill Aquatic Center | First LEED Silver-Certified Outdoor Pool in the U.S. | Morgan Hill, CA

2.6.2

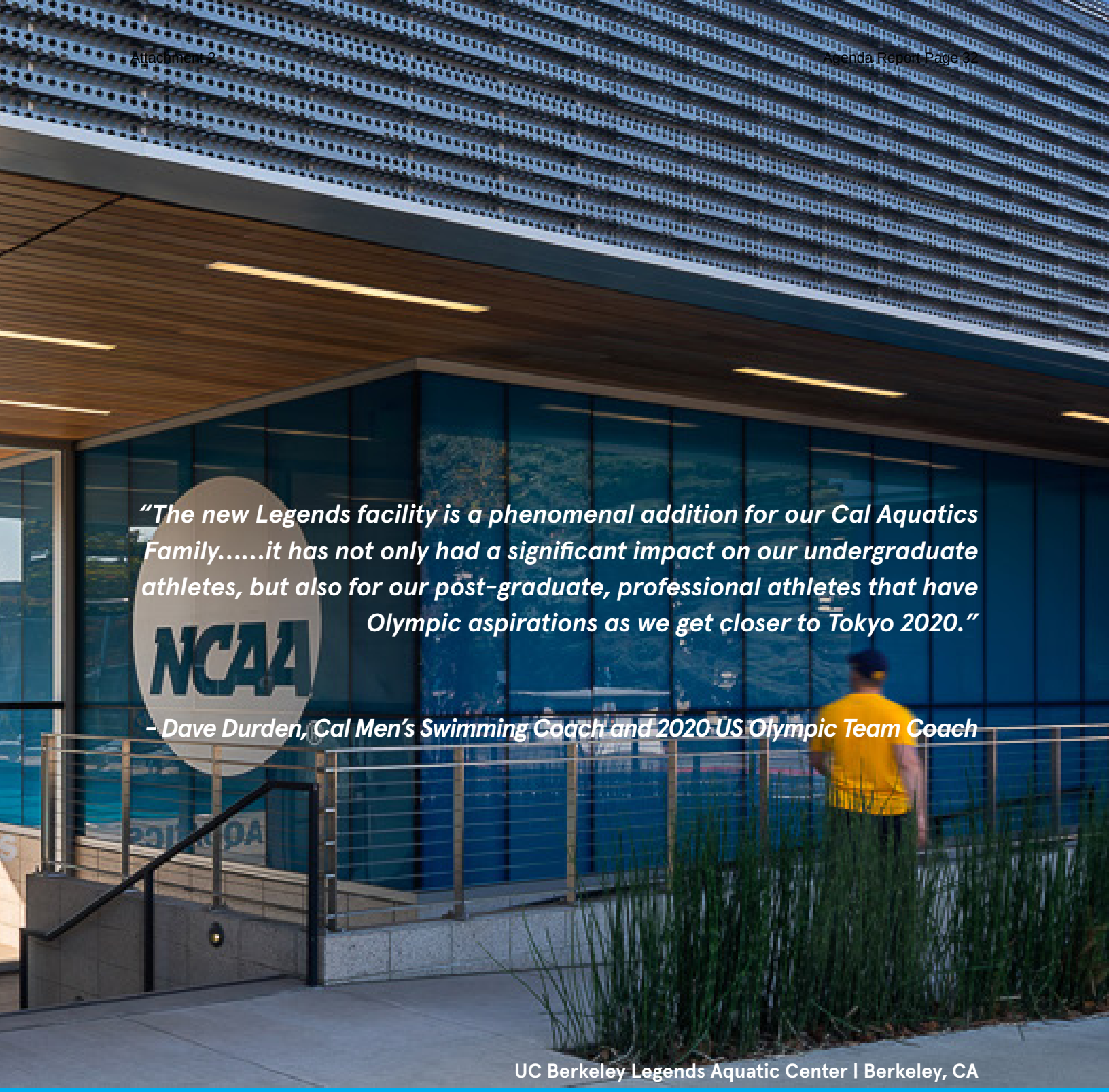
+ company background & references

Rengstorff Park Aquatics Center | Mountain View, CA

els/

2.6.2.1

+ primary contractor information



"The new Legends facility is a phenomenal addition for our Cal Aquatics Family.....it has not only had a significant impact on our undergraduate athletes, but also for our post-graduate, professional athletes that have Olympic aspirations as we get closer to Tokyo 2020."

– Dave Durden, Cal Men's Swimming Coach and 2020 US Olympic Team Coach

UC Berkeley Legends Aquatic Center | Berkeley, CA

els/

UC Berkeley Legends Aquatic Center | Berkeley, CA

2.6.2.1
Primary Contractor Information

ELS ARCHITECTURE AND URBAN DESIGN

Company ownership
Corporation, California, 1972

Location of the company offices
Berkeley, Los Angeles and Sacramento; Clarence Mamuyac, President and CEO, is a 28-year resident of Piedmont

Location of office servicing any California account(s)
Berkeley, Los Angeles and Sacramento

Number of employees locally/nationally
52

Location(s) which employees will be assigned
Our entire proposed Piedmont Aquatic Center team is based in our Downtown Berkeley Office

Name, address and telephone number of the Proposer's point of contact
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C
President and CEO
2040 Addison Street, Berkeley, CA 94704
(o) 510.549.2929; (m) 510.684.1159

FIRM BACKGROUND/HISTORY

ELS Architecture and Urban Design is an award-winning architectural practice with a 50-year tradition in design for the public realm. ELS has been named among the prestigious Architect 50, a list of the top 50 firms in the U.S. for business, design and sustainability by Architect Magazine, and among the 2021 Architectural Record Top 300 Architecture Firms. We specialize in a diverse array of project types including aquatics, recreation, fitness and wellness facilities; historic renovation and adaptive reuse; cultural and entertainment venues; and retail, mixed use and urban design. We provide complete architectural services, from programming and conceptual design through construction administration and post-occupancy evaluation.

ELS has a long history of designing civic aquatic, recreation and community spaces that both respond to and enliven their surroundings, becoming an integral part of their communities. Our design approach is rooted in the belief that recreation, sports, and fitness play a significant role in the lives of communities, building discipline and teamwork skills, improving health, and strengthening community bonds. We have a strong passion for creating safe, thoughtfully designed community projects that become the heart of the communities they serve. Believing that a high-quality project can elevate its surroundings, we design buildings that inspire renewed participation, encourage interaction, and support wellness and personal achievement among the community and users.

We have extensive experience in the design and construction of aquatic facilities, including multiple award-winning municipal projects, such as the Elk Grove Civic Aquatic Center for the City of Elk Grove, the Balboa Park Pool for the City of San Francisco, the LEED Silver-certified East Oakland Sports Center for the City of Oakland, the Berkeley High School Natatorium for the

UCSD CanyonView Recreation Center | La Jolla, CA

ELS is headquartered in a historic warehouse building in downtown Berkeley.

Berkeley Unified School District, the Morgan Hill Aquatics Center for the City of Morgan Hill which is the first LEED Silver-certified pool in the country, and the Dolores Bengtson Aquatic Center for the City of Pleasanton. Lastly, our all-electric, LEED Platinum-targeted aquatic and community centers for the Cities of Mountain View, Redwood City and Millbrae are representative of deep-green, ecologically-based design that rightfully interests the Piedmont community.

Our portfolio also includes world-class competition venues for three top-ranked NCAA programs: the Avery Aquatic Center and Maas Family Diving Complex for Stanford University, the Legends Aquatics Center for the UC Berkeley, and the Uytengsu Aquatics Stadium for the University of Southern California. We are also redesigning the George F. Haines International Swim Center (ISC) in Santa Clara, one of the premier competitive aquatics venues in the U.S. and one of the selected sites for USA Swimming's TYR Grand Prix Series. The new ISC includes several community recreation features and is targeting LEED Platinum. And finally, we are excited about the fall openings of two new state-of-the-art aquatic and recreation centers: the $120MM Cañada College Wellness and Aquatic Center in Redwood City, targeting LEED Gold, and the $35MM Miwok Student Wellness and Aquatic Center for the College of Marin in Novato.

Our firm has been recognized with over 200 awards and honors, including from the American Institute of Architects, the California Park and Recreation Society, the California Preservation Foundation, the National Trust for Historic Preservation, and *Athletic Business*.

A California Certified Green Business and a participant of the AIA's 2030 Commitment to reduce the operational energy use of our buildings, ELS is committed to sustainable design solutions that respect their environmental and social context, achieve architectural and technical excellence, and create places that celebrate and enhance the experience of urban life.

Lastly, ELS is a minority-owned business, and our ownership includes both minority and women partners as well as management at senior levels. ELS is the very first organization in California to be named a JUST 2.0 organization by the International Living Future Institute; the JUST label represents our commitment to social equity, transparency, and diversity in our practice. With our diverse staff of designers, we are committed to diversity in our business practices particularly as it reflects the communities that we serve.

LENGTH OF TIME VENDOR HAS BEEN PROVIDING SERVICES TO THE PUBLIC AND/OR PRIVATE SECTOR

ELS Architecture and Urban Design's award-winning architectural practice, founded in 1967, has a 54-year tradition in design for the public realm. We specialize in a diverse array of project types including aquatics, recreation, fitness and wellness facilities; historic renovation and adaptive reuse; cultural and entertainment venues and urban design. We provide complete architectural services, from programming and conceptual design through construction administration and post-occupancy evaluation.

ERRORS AND OMISSIONS CLAIMS HISTORY WITHIN THE PAST 10 YEARS

We have been brought into a claim between the City of Elk Grove (as Owner) and Arntz Builders (as General Contractor). The Owner has not made a claim against ELS and has not sued ELS.

Rengstorff Park Aquatics Center | Mountain View, CA

VillaSport Athletic Club and Aquatic Centers | CA, OR, TX CO, and ID

Instead, it is a claim for "equitable indemnity," which, we assert, lacks merit. In layman's terms, equitable indemnity means that the General Contractor is saying "if we did anything wrong, it's ELS' fault too." The claim from the General Contractor offers nothing specific with regards to negligence or other causes. Again, the Owner has not claimed ELS did anything wrong; instead, the General Contractor is claiming broad-based equitable indemnity.

COMPLETE DISCLOSURE OF ANY ALLEGED SIGNIFICANT PRIOR OR ONGOING CONTRACT FAILURES, 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.

ELS has nothing to disclose.

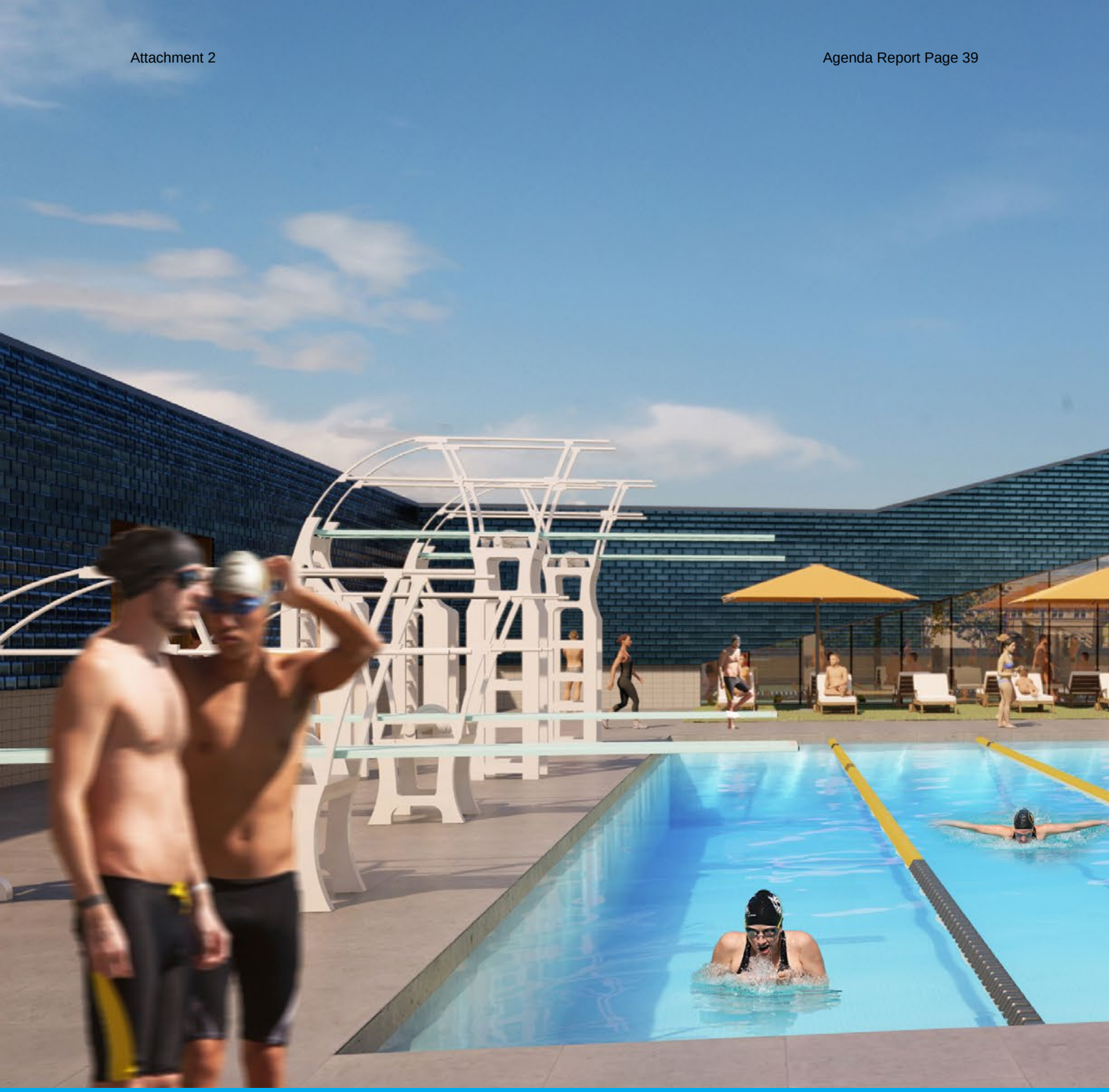
FINANCIAL STABILITY

Corporate history: ELS was incorporated in California in 1972.

Years in existence: 54 Years, founded in 1967.

Size of corporation: ELS is a C-Corp with three California offices. Our corporate headquarters is in Downtown Berkeley, with branch offices in Los Angeles and Sacramento. We are governed by the ELS Board of Directors, composed of five ELS principals and an overall firm-wide employee count averaging about 50 talented architects, designers, urban designers, graphic artists, planners, and programmers. ELS has been consistently ranked nationally by Architect, Architectural Record 300, and Engineering News Record (ENR) among the top firms by revenue, and locally in both the San Francisco Business Times and the East Bay Business Times among the top 30 firms by revenue.

Documentation of creditworthiness: In the Appendices, please see a statement letter from our financial institution, the California Bank of Commerce.



2.6.2.2

+ subconsultant information

City Aquatic Center | Alameda, CA

els/

City Aquatic Center | Alameda, CA

2.6.2.2
Subconsultant Information

ELS CONSULTANT TEAM

Ecological Site Design and Integrated Sustainability

- *Aquatic Consultant:* Aquatic Design Group
- *Landscape Architect:* SWA
- *Civil Engineer/Surveyor:* BKF

Green Building Systems and Sustainability

- *Structural Engineer:* Forell/Elsesser
- *MEP, Fire Protection, Low Voltage:* Guttmann & Blaevoet
- *LEED Consultant:* Michael Heacock Architects
- *LEED Commissioning*: Richard Unvarsky
- *Envelope Performance:* Simpson, Gumpertz & Heger
- *Acoustic Engineer:* Salter

Code (Fire, Life Safety, Accessibility) and Cost

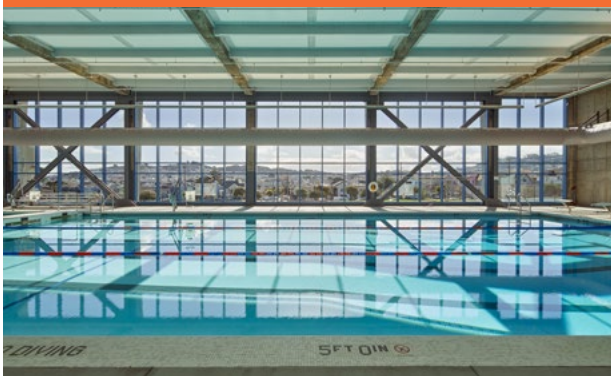
- *Code:* Steven Winkel, Preview Group
- *Cost:* Mack5

ELS shall not allow any subconsultant to commence work until all insurance required of consultant is obtained.

City of Elk Grove
Civic Aquatic Center
$21MM | 2017 to 2019 | Public Bid

City of Oakland
East Oakland Aquatics Center
$21MM | 2012 to 2014 | Public Bid – CM

City of San Francisco
Balboa Park Pool
$12MM | 2016 to 2019 | Public Bid



AQUATIC DESIGN GROUP

AQUATICS CONSULTING

ADG brings more than 40 years of experience, 3,500 completed projects, and 18 dedicated aquatic professionals. ADG has collaborated with ELS on more than 30 projects over the last 30 years. Since 1984, the firm has focused on swimming pool and water feature architectural, structural, mechanical and electrical design services within the following market segments: parks and recreation, higher education, high schools, hospitality, health care, and anything else that might call for an aquatics specialist. We specialize in all types of water including: competition, recreation, leisure, therapy, and ornamental and natural water features.

REFERENCES

- Toks Ajike, Director of Capital & Planning
  Recreation and Park Department
  City of San Francisco
  415.581.2543, toks.ajike@sfgov.org
  Balboa Park Pool

- Michael Boitnott, CIP Manager
  City of Dublin
  925.833.6630, michael.boitnott@dublin.ca.gov
  The Wave @ Emerald Glen

- Jason Behrmann, City Manager
  City of Elk Grove
  916.478.2200, jbehrmann@elkgrovecity.org
  Civic Aquatic Center

AQUATIC DESIGN GROUP

City of Elk Grove
Civic Aquatic Center
$21MM | 2017 to 2019 | Public Bid

City of Redwood City
Veterans Memorial Senior Center
$90MM ($60MM Phase I) | 2015 to Present (construction started August 2021) | Public Bid

City of Mountain View
Rengstorff Park Aquatic Center
$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

SWA GROUP
LANDSCAPE ARCHITECTURE

As a leader in landscapes for aquatic, recreational and park facilities SWA has worked collaboratively with ELS for over 30 years on numerous aquatic and recreation facilities. This includes the recently completed Elk Grove Aquatics Center and the Cañada College Kinesiology & Wellness Center. Current work together with ELS includes the Rengstorff Park Aquatic Center, Redwood City Veterans Memorial Senior Center, College of Marin Miwok Recreation Center, and the Millbrae Recreation Center.

REFERENCES

- David Printy, Senior Project Manager
  City of Mountain View
  650.903.6162, david.printy@mountainview.gov
  Rengstorff Park Aquatics Center

- Chris Beth, Director
  Parks, Recreation and Community Services
  City of Redwood City
  650.780.7253, cbeth@redwoodcity.org
  Veterans Memorial Senior Center

- Jack Herbert, Project Executive/
  Dir. of Construction Management
  San Mateo County Community College District
  650.378.7250, herbertj@smccd.edu
  Cañada College Aquatics & Wellness Center

swa

City of Mountain View
Rengstorff Park Aquatic Center
$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

UC Berkeley
California Legends Aquatic Center
$20MM | 2014 to 2017 | CM Design Assist/Donor Development Model

San Mateo County Community College District
Aquatics & Wellness Center
$120MM | 2016 to 2021 | Competitive Design - Build

BKF ENGINEERS

CIVIL ENGINEERING AND SURVEYING

Since 1915, BKF has provided civil engineering, surveying, and land planning services. With 16 West Coast offices, BKF has over 450 qualified staff dedicated to civil engineering, land surveying, and land planning services for government agencies, institutions, developers, design professionals, contractors, school districts, and corporations. Facilitating the unique permitting and expertise requirements of projects, we provide a number of specialty services, including Agency permit expediting, sustainable infrastructure, site accessibility consulting, hydrology/hydraulics, traffic signal and traffic handling designs, utility locating services, automated construction surveying monitoring, and 3D laser scanning. BKF's surveyors log more field hours than any other firm in Northern California. Our licensed land surveyors, who manage more than 35 crews, know how to use an array of tools and methods to achieve desired results. BKF has specialists in each area of service from geodetic and photo control to perform right-of-way, topographic, utility, and construction surveys.

REFERENCES

- Clarence Mamuyac, President/CEO
  ELS Architecture and Urban Design
  510.549.2929, cmamuyac@elsarch.com
  Rengstorff Park Aquatic Center

- Ellen Owens, Project Manager
  UC Berkeley
  510.643.3921, eowens@berkeley.edu
  UC Berkeley Legends Aquatic Center

- Tony Matulich, Project Manager
  Blach Construction
  408.869.8374, tony.matulich@blach.com
  Cañada College Aquatics & Wellness Building

City of Mountain View
Rengstorff Park Aquatic Center
$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

UC Berkeley
California Legends Aquatic Center
$20MM | 2014 to 2017 | CM Design Assist/Donor Development Model

San Mateo County Community College District
Aquatics & Wellness Center
$120MM | 2016 to 2021 | Competitive Design - Build

Forell/Elsesser
STRUCTURAL ENGINEERING

Forell/Elsesser Structural Engineers (F/E) is State of California Small Business and an award-winning structural and earthquake engineering firm with substantial experience in the design of new and renovation of existing facilities of all types of construction.

F/E has collaborated with ELS on many projects. Recent aquatic and civic facility projects include the new Elk Grove Aquatic Center, UC Berkeley Legends Aquatic Center, Cañada College Kinesiology & Wellness Building and the City of Millbrae Recreation Center.

REFERENCES

- Clarence Mamuyac, President/CEO
  ELS Architecture and Urban Design
  510.549.2929, cmamuyac@elsarch.com
  Rengstorff Park Aquatic Center

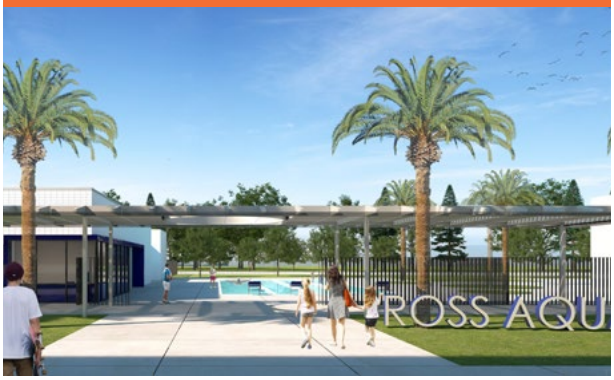
- Jose Nunez, Vice Chancellor
  San Mateo County Community College District
  650.574.6512, nunezj@smccd.edu
  Cañada College Aquatics & Wellness Building

- John Baker, Project Executive
  Swinerton Management and Consulting
  415.421.2980, jbaker@swinerton.com
  Cañada College Aquatics & Wellness Building

City of Mountain View
Rengstorff Park Aquatic Center
$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

Berkeley Unified School District
Berkeley High School Natatorium
$21MM | 2000 | Public Bid

Silicon Valley JCC
Addison Penzak Jewish Community Center
$6MM | 2011 to Present | Negotiated - CM



GUTTMANN & BLAEVOET

MEP ENGINEERING AND LIGHTING DESIGN

Guttmann & Blaevoet has provided engineering services to building owners in the Bay Area since 1956. We have designed many aquatics centers and community clubhouses, including Rengstorff Park Aquatics Center for City of Mountain View, Community Pool for City of Calistoga, Hamilton Pool for City of Novato, Garfield Pool for City & County of San Francisco, SJSU Spartan Recreation & Aquatic Center, CSU Sacramento Hornet Commons w/ Clubhouse & Pool, Don Fisher Clubhouse & Pool in San Francisco, CSU Sacramento Hornet Commons w/ Clubhouse & Pool, and the Claremont Hotel Club Fitness/Spa Building, Clubhouse, & Outdoor Pools in Berkeley

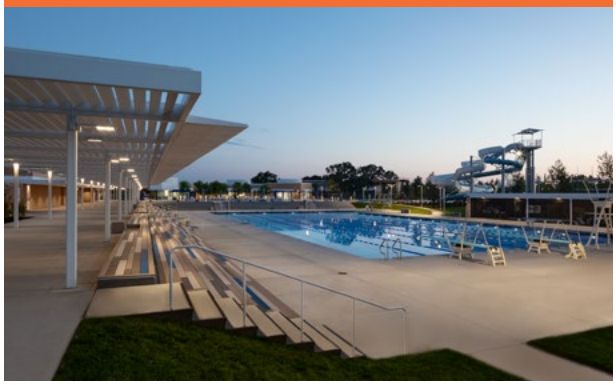
REFERENCES

- David Printy, Senior Project Manager
  City of Mountain View
  650.903.6162, david.printy@mountainview.gov
  Rengstorff Park Aquatics Center

- Adam Bayer, Senior Electrical Engineer
  UC Santa Cruz (formerly of SJSU)
  831.459.2517, abayer@ucsc.edu
  SJSU Spartan Recreation & Aquatic Center

- Victor Takahashi
  Director of Planning, Design & Construction
  CSU Sacramento
  916.278.7612, vtakahas@csus.edu
  CSU Sacramento Hornet Commons w/ Clubhouse & Pool

City of Elk Grove
Civic Aquatics Center
$21MM | 2017 to 2019 | Public Bid



City of Oakland
East Oakland Aquatics Center
$21MM | 2012 to 2014 | Public Bid

San Mateo County Community College District
Aquatics & Wellness Building
$120MM | 2016 to 2021 | Competitive Design - Build

SALTER
ACOUSTICAL CONSULTANT

Salter consults on over 900 projects worldwide each year with headquarters in San Francisco and branch offices in San Jose, Los Angeles, Honolulu, and Seattle. In 1975, Charles Salter founded the company on principles of sound engineering, scientific process, inquisitive problem solving, and personal integrity. His motto was simple: to be better every day. Having grown from one engineer to a team of fifty, including acoustical, audiovisual, telecommunications, and security experts, that commitment remains the same.

REFERENCES

- Clarence Mamuyac, President/CEO
  ELS Architecture and Urban Design
  510.549.2929, cmamuyac@elsarch.com
  Civic Aquatics Center, East Oakland Aquatics Center, Cañada College Aquatics and Wellness Building

- Bernie Rogers, Staff Mechanical Engineer
  Terracon
  949.864.2052, bernie.rogers@terracon.com
  Centennial Union HS Natatorium

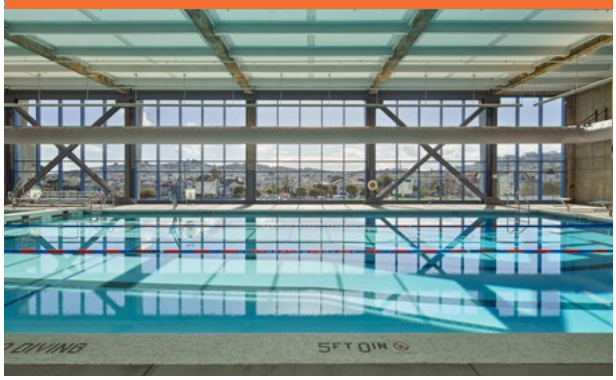
- Michael Stoner, Principal
  Lake Street Ventures
  650.327.0670, michael@lakestreetventures.com
  Menlo Country Club Expansion

Salter

City of Mountain View
Rengstorff Park Aquatic Center
$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

City of Redwood City
Veterans Memorial Senior Center
$90MM ($60MM Phase I) |2015 to Present (construction started August 2021) | Public Bid

City of San Francisco
Balboa Park Pool
$12MM | 2016 to 2019 | Public Bid



SIMPSON GUMPERTZ & HEGER

WATERPROOFING CONSULTANT

Simpson Gumpertz & Heger Inc. (SGH) is a national engineering firm that designs, investigates, and rehabilitates structures, building enclosures, and materials. SGH has been providing these engineering services since our founding in 1956. SGH understands that coordinating and integrating building enclosure components is vital to successful building performance. Our experience spans all aspects of the building enclosure including roofs, walls, fenestration systems, plaza decks, below-grade waterproofing, and architectural features, as well as the critical interaction between enclosure, mechanical, and structural systems.

REFERENCES

- Susan Vutz, Associate Principal
  ELS Architecture and Urban Design
  510.549.2929, svutz@elsarch.com
  Cañada College Aquatics and Wellness Building, New Miwok Center

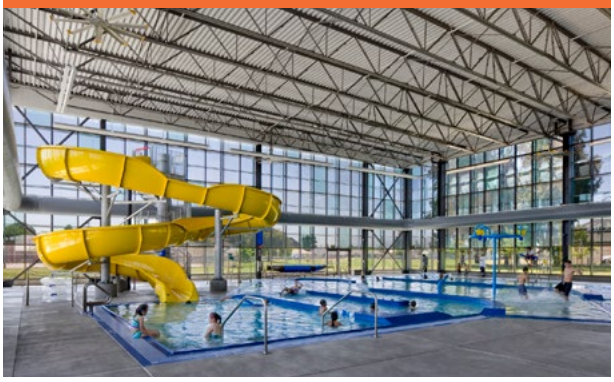
- Tom Armstrong, Director
  De Anza Community College District
  650.949.6267, armstrongtom@fhda.edu
  Flint Parking Structure Repairs,
  Foothill-De Anza Community College

- Brian Azzopardi, Project Manager
  Blach Construction
  408.869.8419, brian.azzopardi@blach.com
  Cunha Intermediate School Building D,
  Facade and Roof Replacement

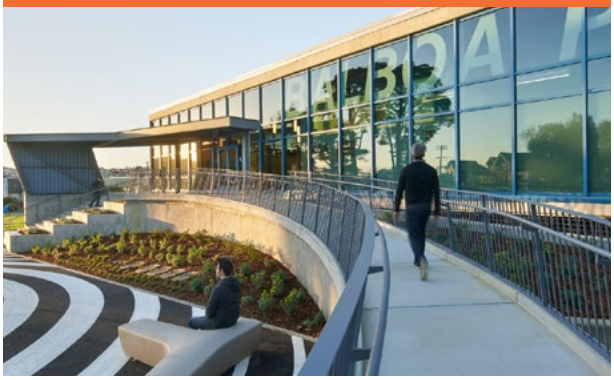
SIMPSON
GUMPERTZ
& HEGER

University of California
UC Berkeley Legends Aquatic Center
$20MM | 2014 to 2017 | CM Design Assist/Donor Development Model

City of Oakland
East Oakland Aquatics Center
$21MM | 2012 to 2014 | Public Bid



City of San Francisco
Balboa Park Pool
$12MM | 2016 to 2019 | Public Bid



HEACOCK + UNVARSKY

LEED + COMMISSIONING

Services offered by **Michael Heacock Architects** include entitlements consulting, Living Building Challenge coordination, LEED administration, Net-Zero energy, and on-site heat & power systems. The firm advises owners and project teams throughout design and construction, easing the documentation process. We guide the owner and project team through design decisions with a holistic, integrated approach including feasibility and payback considerations. Renewable energy integration, water harvesting, indoor air quality and green materials are coupled with real world building experience and creative design solutions. We consult with building owners and project teams to produce energy efficient, low carbon buildings and campuses. We collaborate with energy consultants and mechanical engineers to achieve Zero Energy buildings.

Rick Unvarsky Consulting Services will provide a single, highly experienced CxA (Commissioning Agent) to perform all Commissioning tasks through all phases of the project. This not only allows for consistency from design through construction and acceptance testing, but also saves the team significant time by placing the CxA, with 25 years of experience, capable of making real-time decisions, in the midst of all meetings and testing.

REFERENCES

- Peter Schnugg, Project Manager/Donor Group Representative, Spieker Foundation
  510.207.4629, pschnugg@pacbell.net
  UC Berkeley Legends Aquatic Center
- Danny Lau, PM (Retired)
  City of Oakland
  510.238.7211
  E. Oakland Aquatics Center
- Toks Ajike, Dir. of Capital & Planning, RPD
  City of SF, 415.581.2543
  toks.ajike@sfgov.org
  (Rick Unvarsky)

HEACOCK
Sustainability
+ rick unvarsky
commissioning

City of Elk Grove
Elk Grove Civic Aquatic Center
$21MM | 2017 to 2019| Public Bid

City of Oakland
East Oakland Aquatics Center
$21MM | 2012 to 2014 | Public Bid

San Mateo County Community College District
Aquatics & Wellness Center
$120MM | 2016 to 2021 | Competitive Design - Build

PREVIEW GROUP
BUILDING CODE

The Preview Group, Inc. is an architectural consulting firm that specializes in building codes and regulatory issues affecting construction. Preview serves clients throughout the United States, from one-person firms to large practices, public entities to private corporations, and those having general design and construction questions to others with specialty concerns such as ADA compliance or repurposing existing structures.

The firm's consulting team of architects and engineers has extensive experience as designers, code officials, trade organization representatives, and consultants. They are well versed in all areas of code compliance, and actively participate in code-related activities at the local, state and national levels.

Preview Group's services cover all aspects of code and regulatory issues, including design, accessibility and legal consulting; contract plan review; third-party and QA/QC peer review; hazardous materials and fire protection assessment; training seminars; and publication development.

REFERENCES

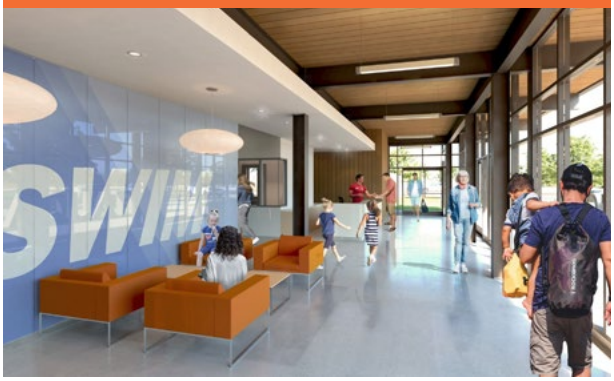
- Alvin Wong, Former City Architect
  City of Elk Grove
  916.936.6183
  Civic Aquatic Center

- Danny Lau, Project Manager (Retired)
  City of Oakland
  510.238.7211
  East Oakland Aquatics Center

- Jack Herbert, Project Executive/
  Dir. of Construction Management
  San Mateo County Community College District
  650.378.7250, herbertj@smccd.edu
  Cañada College Aquatics &
  Wellness Center

City of Mountain View
Rengstorff Park Aquatic Center
$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

City of Redwood City
Veterans Memorial Senior Center
$90MM ($60MM Phase I) | 2015 to Present (construction started August 2021) | Public Bid



San Mateo County Community College District
Aquatics & Wellness Center
$120MM | 2016 to 2021 | Competitive Design - Build

MACK5
COST ESTIMATING

Mack5 provides planning and management for complex construction projects, both new and remodels/retrofits. We specialize in public sector works, ensuring best value out of every dollar our clients spend – be it on planning, designing or building. We have particular expertise in Cost Planning, Estimating & Management, where our in-house cost consultants provide comprehensive cost data for decision making at all project phases. As importantly, we can assist in establishing realistic total project budgets, which can help keep the project team accountable for maintaining budget. We are highly skilled in sustainability issues and value engineering. We also provide scheduling and project/construction management services.

As the project's cost estimator, Mack5 will be responsible for producing cost estimate updates at completion of each phase of design: 25%, 50%, 75% and 100%.

REFERENCES

- Amanda Rotella
  City of Santa Cruz
  831.420.5316, arotella@cityofsantacruz.com
  Santa Cruz Downtown Library

- Zachary Dahl
  Town of Los Altos Hills
  650.947.2507, zdahl@losaltoshills.ca.gov
  Town Hall Addition

- Clifford Nguyen
  City of Fremont
  510.284.4017, cnguyen@fremont.gov
  Downtown Event Center & Plaza

WELCOME TO mack5

2.6.2.3

+ firm project profiles and references

Balboa Park Pool | San Francisco, CA

els/

"Balboa Park Pool's renovation was really appreciated by the neighborhood and greater San Francisco community who came together and embraced the facility on opening day. Mayor London Breed met the reception with great enthusiasm, which included a performance from the synchronized swim group the San Francisco Marionettes, an important group that has practiced and competed in the natatorium since 1956. As new homes to the Balboa area are planned for, the Balboa Park Pool and surrounding Balboa Park will be a draw and amenity for new residents as it has been for our community. It is great to see a project like this, located in a dense urban neighborhood, provide more opportunities for all San Franciscans to learn to swim, exercise and enjoy the water!"

– Toks Ajike, Director, Capital and Planning,
San Francisco Parks and Recreation Department

2.6.2.3

The successful design execution and/or construction of each project on the following pages are representative of ELS' capabilities with respect to the scope of services required for the new Piedmont Aquatic Center. We have selected projects from our consultant team portfolios that further establish the capabilities of Team ELS. We believe this award-winning set of projects, which hold a construction value approaching $500MM, exemplifies ELS' deep experience in aquatic centers for both Fun and Fast Water. We look forward to tailoring our approach and process, which improves with each assignment, for the new Piedmont Aquatic Center.

The following abbreviated portfolio of projects is a collection of deep and significant collaborations with municipalities, including mayors, councils, commissions, committees, and a diverse range of community stakeholders, and renowned institutions including university presidents, chancellors, academic and faculty cabinets, athletic directors, administrators, coaches, student athletes and students. We enjoy the complex nature of designing a community resource for a broad and diverse constituency. Clarence Mamuyac, through his countless hours of volunteer work as a 2003 Piedmont City Council appointee to the RAC (Recreation and Aquatics Cooperative), his past presidency of the PRFO (Piedmont Recreational Facilities Organization), his Board Directorships of the Piedmont Soccer Club and the Piedmont Education Foundation, and his 5-year post as Assistant Varsity Baseball Coach for the Highlanders, brings a special understanding of the Piedmont Community to this important and much anticipated project.

The entire ELS team of architects, community design specialists and engineering consultants look forward to engaging the Piedmont Community in an exciting and fruitful process.

Municipal Portfolio: *Fun Water*

- **Elk Grove Civic Aquatic Center**
  City of Elk Grove
- **East Oakland Aquatic Center**
  City of Oakland
- **Redwood City Veterans Memorial Senior Center**
  City of Redwood City
- **Rengstorff Park Aquatic Center**
  City of Mountain View
- **Balboa Park Pool**
  City of San Francisco
- **Morgan Hill Aquatics Center**
  City of Morgan Hill

College and University Portfolio: *Fast Water*

- **UC Berkeley Legends Aquatic Center**
  Berkeley, CA
- **USC Uytengsu Swim Stadium**
  Los Angeles, CA
- **Stanford University Avery Aquatics Stadium & Maas Diving Center**
  Stanford, CA
- **Cañada College Aquatics & Wellness Building,**
  Redwood City, CA
- **College of Marin Miwok Swim & Dive Center**
  Kentfield, CA
- **International Swim Center**
  Santa Clara, CA

Consultants on ELS Projects

ECOLOGICAL SITE DESIGN AND SUSTAINABILITY

Aquatic Consultant:	Aquatic Design Group
Landscape Architect:	SWA Group
Civil Engineer/Surveyor:	BKF Engineers

GREEN BUILDING SYSTEMS AND SUSTAINABILITY

Structural Engineer:	Forell/Elsesser
MEP, FP, Low Voltage:	Guttmann & Blaevoet
LEED + Commissioning:	Heacock with Unvarsky
Envelope Performance:	SGH
Acoustic Engineer:	Salter

CODE (FIRE, LIFE SAFETY, ACCESSIBILITY) AND COST

Code:	Preview Group
Cost Estimating:	Mack5

FUN WATER

City of Elk Grove

Civic Aquatic Center

$21MM | 2017 to 2019 | Public Bid

ELS TEAM

Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Amnuay Amnuaydejkorn, AIA

SWA
Aquatic Design Group
Forell/Elsesser

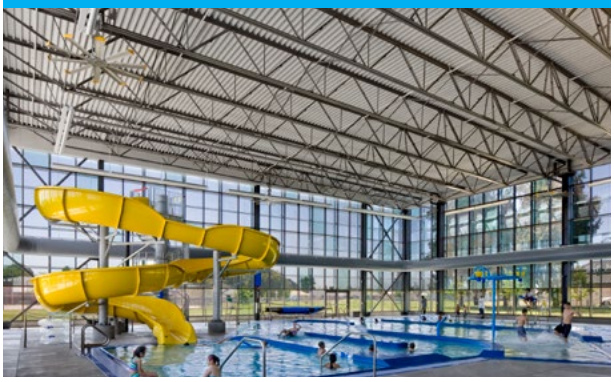
Reference
Alvin Wong, Former City Architect, City of Elk Grove, 916.936.6183

Awards and Recognition
AIA East Bay Design Commendation, Excellence in Equitable Communities
California Park & Recreation Society, Excellence in Facility Design

City of Oakland

East Oakland Aquatics Center

$21MM | 2012 to 2014 | Public Bid - CM



ELS TEAM

Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA

SWA
Aquatic Design Group
Salter

Reference
Danny Lau, Project Manager (Retired), City of Oakland, 510.238.7211

Awards and Recognition
AIA East Bay Design Merit Award
AIA San Francisco Citation Award
Athletic Business Facility of Merit

City of Redwood City

Veterans Memorial Senior Center

$90MM ($60MM Phase I) | 2015 to Present (construction started August 2021) | Public Bid

ELS TEAM

Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Danwei Wang
Tracy Chan, Assoc. AIA
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

SWA
Aquatic Design Group
Forell/Elsesser

Reference
Chris Beth, Director, Parks, Recreation and Community Services, City of Redwood City, 650.780.7253, cbeth@redwoodcity.org

Awards and Recognition
Peninsula Clean Energy, All-Electric Leadership Award

SUN & SPLASH

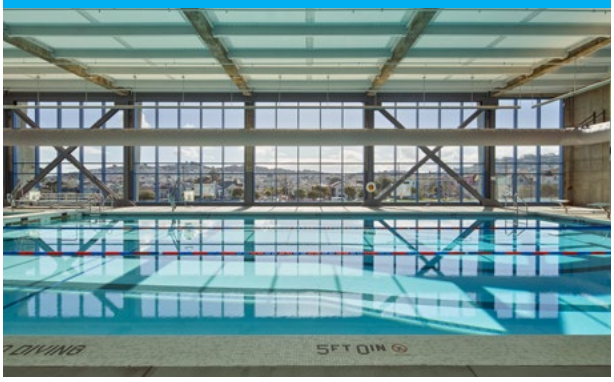
City of Mountain View
Rengstorff Park Aquatic Center
$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

ELS TEAM
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Tracy Chan, Assoc. AIA
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

SWA
Aquatic Design Group
Forell/Elsesser

Reference
David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

City of San Francisco
Balboa Park Pool
$12MM | 2016 to 2019 | Public Bid



ELS TEAM
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Tracy Chan, Assoc. AIA

Aquatic Design Group
Unvarsky

Reference
Toks Ajike, Director of Capital & Planning, Recreation and Parks Department, City of San Francisco, 415.581.2543, toks.ajike@sfgov.org

Awards and Recognition
AIASF Design Award, Social Responsibility
California Preservation Foundation, Preservation Design Award for Rehabilitation

City of Morgan Hill
Morgan Hill Aquatic Center
$15M | 2003 to 2005 | Public Bid

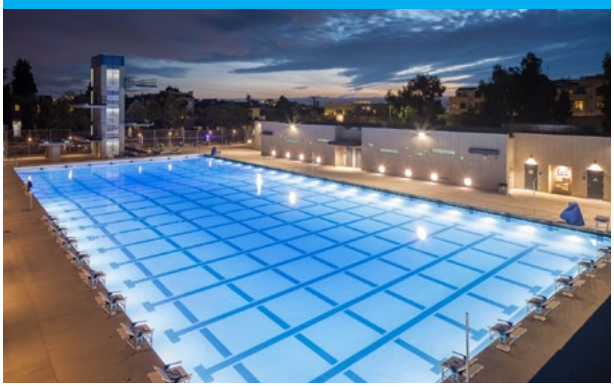
ELS TEAM
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C

Reference
Julie Spier, Former Recreation Manager,
City of Morgan Hill, jspier@rgs.ca.gov

Awards and Recognition
First LEED Silver-Certified Outdoor Aquatics Center in the U.S.
Environmental Design & Construction Honorable Mention
Recreation Management Innovative Architecture & Design Award
Savings by Design Citation

els/

University of California
UC Berkeley Legends Aquatic Center
$20MM | 2014 to 2017 | CM Design Assist/Donor Development Model



ELS TEAM
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

Aquatic Design Group
Forell/Elsesser

Reference
Peter Schnugg, Project Manager/Donor Group Rep, Spieker Foundation, 510.207.4629, pschnugg@pacbell.net

Awards and Recognition
AIA East Bay Design Award
Berkeley Design Advocates Award, Design Excellence

University of Southern California
Uytengsu Olympic Swim Stadium
$20MM | 2012 to 2015 | CM – Design Assist

ELS TEAM
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Anthony Grand, AIA, LEED AP BD+C
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

Reference
Jon Soffa, AIA, University Architect
University of Southern California, 213.740.3194, soffa@usc.edu

Stanford University
Avery Stadium and Maas Diving Center
$45MM | 2000 to 2004 | CM – Design Assist

ELS TEAM
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

SWA

Reference
David J. Neuman, FAIA, Univ. Architect Emeritus, Stanford University, projects@neucampusplanning.com, 415.421.1680 x204

Awards and Recognition
AIA East Bay Award
Athletic Business Architectural Showcase

FASTER WATER

SPEED&FLIP

San Mateo County Community College District

Aquatic & Wellness Building

$120MM | 2016 to 2021 | Competitive Design - Build

ELS TEAM
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Danwei Wang
Kelly Elmore, Assoc AIA
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

SWA
Aquatic Design Group
Forell/Elsesser

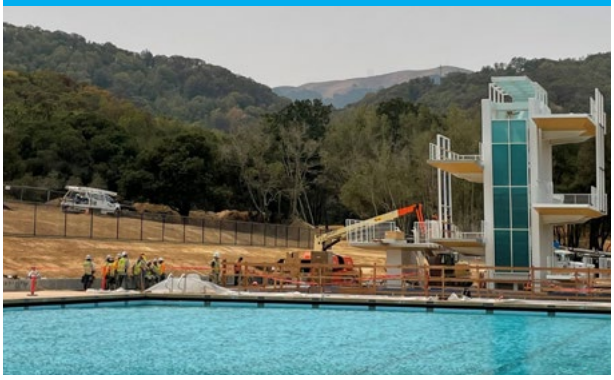
Reference
Jack Herbert, Proj. Exec., Swinerton/San Mateo County CCD, 510.910.4536, jherbert@swinerton

Awards and Recognition
Community College Facility Coalition Award of Merit
ENR Calif. Regional Best Project Award of Merit

Marin Community College District

College of Marin New Miwok Center

$35MM | 2017 to Present (Opening Fall 2021) | Competitive Design-Build



ELS TEAM
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Kelly Elmore, Assoc AIA

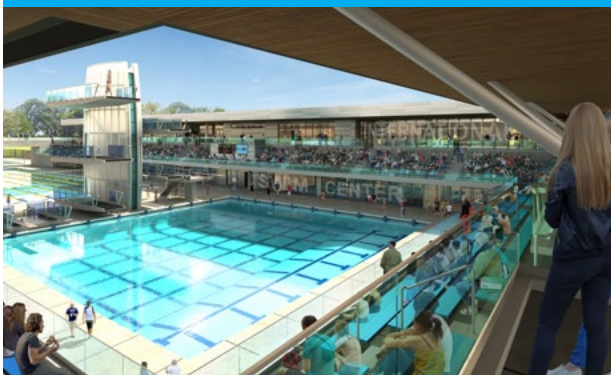
SWA
Aquatic Design Group
Forell/Elsesser

Reference
Greg Nelson, Vice President of Finance, Marin Community College District, 415.883.2211, gnelson@marin.edu

City of Santa Clara

International Swim Center

$150MM | 2015 to Present (CEQA Certification Complete) | P3 Delivery Model Anticipated – Design/Build/Operate/Maintain



ELS TEAM
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

SWA
Aquatic Design Group
Forell/Elsesser

Reference
Cynthia Owens, Former Exec. Director SVAI Silicon Valley Aquatics Initiative, 408.396.7784, 6owens@comcast.net

els/

City of Elk Grove
Elk Grove Civic Aquatic Center
$21MM | 2017 to 2019 | Public Bid

AQUATIC DESIGN GROUP WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Amnuay Amnuaydejkorn, AIA

SWA
Forell/Elsesser

Reference
Alvin Wong, Former City Architect, City of Elk Grove, 916.936.6183

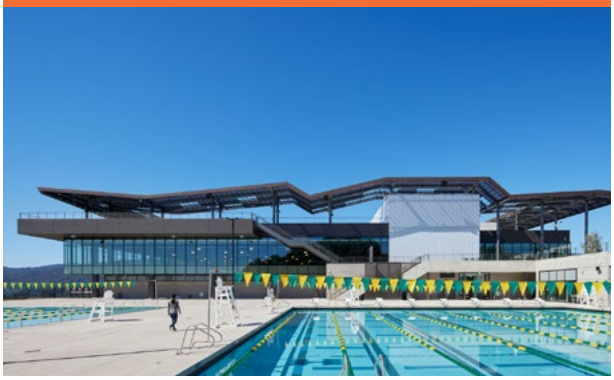
City of Oakland
East Oakland Aquatics Center
$21MM | 2012 to 2014 | Public Bid - CM

AQUATIC DESIGN GROUP WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA

SWA

Reference
Danny Lau, Project Manager (Retired), City of Oakland, 510.238.7211

San Mateo County Community College District
Aquatic & Wellness Building
$120MMl 2016 to 2021 | Competitive Design - Build



AQUATIC DESIGN GROUP WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Danwei Wang
Tracy Chan, Assoc. AIA
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

SWA
Forell/Elsesser

Reference
Chris Beth, Director, Parks, Recreation and Community Services, City of Redwood City, 650.780.7253, cbeth@redwoodcity.org

AQUATIC DESIGN GROUP

City of Elk Grove
Civic Aquatic Center
$21MM| 2017 to 2019 | Public Bid

SWA WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Amnuay Amnuaydejkorn, AIA

Aquatic Design Group
Forell/Elsesser

Reference
Alvin Wong, Former City Architect, City of Elk Grove, 916.936.6183

City of Redwood City
Veterans Memorial Senior Center/YMCA
$90MM ($60MM Phase I) | 2015 to Present (construction started August 2021) | Public Bid

SWA WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Tracy Chan, Assoc. AIA

Aquatic Design Group

Reference
Toks Ajike, Director of Capital & Planning, Recreation and Parks Department, City of San Francisco, 415.581.2543, toks.ajike@sfgov.org

City of Mountain View
Rengstorff Park Aquatic Center
$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

SWA WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA

Reference
David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

swa

City of Mountain View

Rengstorff Park Aquatic Center

$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

BKF WITH:

Clarence D. Mamuyac, FAIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Tracy Chan, Assoc. AIA
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

SWA
Aquatic Design Group
Forell/Elsesser
Guttmann & Blaevoet

Reference

David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

UC Berkeley

California Legends Aquatic Center

$20MM | 2014 to 2017 | CM Design Assist/Donor Development Model

BKF WITH:

Clarence D. Mamuyac, FAIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

Aquatic Design Group

Reference

Peter Schnugg, Project Manager/Donor Group Representative, Spieker Foundation, 510.207.4629, pschnugg@pacbell.net

San Mateo County Community College District

Aquatics & Wellness Center

$120MM | 2016 to 2021 | Competitive Design - Build

BKF WITH:

Clarence D. Mamuyac, FAIA, LEED AP BD+C
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Danwei Wang
Tracy Chan, Assoc. AIA
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

SWA
Forell/Elsesser

Reference

Jack Herbert, Project Executive, Swinerton Management & Consulting/San Mateo Community College District, 510.910.4536, jherbert@swinerton

BKF

City of Mountain View

Rengstorff Park Aquatic Center

$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

FORELL/ELSESSER WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
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Anthony Grand, AIA, LEED AP BD+C
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Tracy Chan, Assoc. AIA
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

SWA
Aquatic Design Group
BKF
Guttmann & Blaevoet

Reference
David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

UC Berkeley

California Legends Aquatic Center

$20MM | 2014 to 2017 | CM Design Assist/Donor Development Model

FORELL/ELSESSER WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Dana Vollmer-Grant, Assoc. AIA

Aquatic Design Group

Reference
Peter Schnugg, Project Manager/Donor Group Representative, Spieker Foundation, 510.207.4629, pschnugg@pacbell.net

San Mateo County Community College District

Aquatics & Wellness Center

$120MM | 2016 to 2021 | Competitive Design - Build

FORELL/ELSESSER WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Danwei Wang
Tracy Chan, Assoc. AIA
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

SWA
BKF

Reference
Jack Herbert, Project Executive, Swinerton Management & Consulting/San Mateo Community College District, 510.910.4536, jherbert@swinerton

City of Mountain View
Rengstorff Park Aquatic Center
$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

GUTTMANN & BLAEVOET WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Tracy Chan, Assoc. AIA
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

SWA
Aquatic Design Group
BKF
Forell/Elsesser

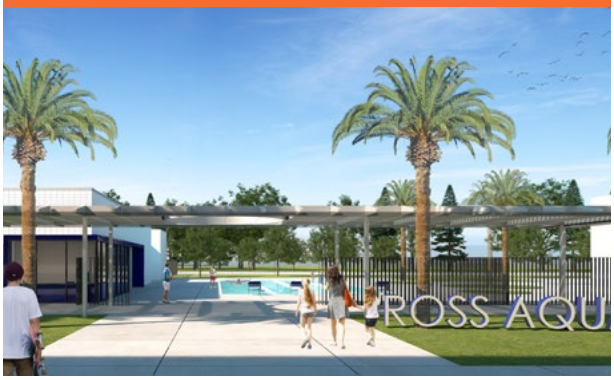
Reference
David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

Berkeley Unified School District
Berkeley High School Natatorium
$21MM | 2000 | Public Bid

GUTTMANN & BLAEVOET WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C

Reference
Jack McLaughlin, Superintendent Emeritus, Berkeley Unified School District, 775.690.8302, tahojack@aol.com

Silicon Valley JCC
Addison Penzak Jewish Comm. Center
$6MM | 2011 to Present | Negotiated - CM

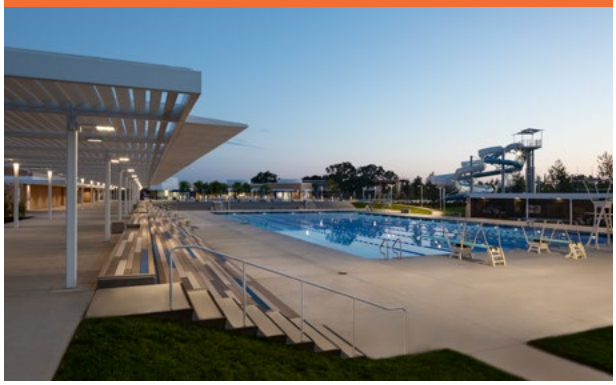


GUTTMANN & BLAEVOET WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Danwei Wang
Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM

SWA Group
Aquatic Design Group
Forell/Elsesser

Reference
Lael Gray, CEO, Silicon Valley JCC
408.357.7490, lael@jvalley.org

City of Elk Grove
Civic Aquatics Center
$21MM | 2017 to 2019 | Public Bid



SALTER WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
Amnuay Amnuaydejkorn, AIA

SWA
Aquatic Design Group
Forell/Elsesser

Reference
Alvin Wong, Former City Architect, City of Elk Grove, 916.936.6183

City of Oakland
East Oakland Aquatics Center
$21MM | 2012 to 2014 | Public Bid

SALTER WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA

SWA
Aquatic Design Group

Reference
Danny Lau, Project Manager (Retired), City of Oakland, 510.238.7211

San Mateo County Community College District
Aquatics & Wellness Building
$120MM | 2016 to 2021 | Competitive Design - Build

SALTER WITH:
Clarence D. Mamuyac, FAIA, LEED AP BD+C
Anthony Grand, AIA, LEED AP BD+C
Amnuay Amnuaydejkorn, AIA
Danwei Wang
Tracy Chan, Assoc. AIA
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SWA Group
Aquatic Design Group
Forell/Elsesser

Reference
Jack Herbert, Project Executive, Swinerton Management & Consulting/San Mateo Community College District, 510.910.4536, jherbert@swinerton

Salter

City of Mountain View
Rengstorff Park Aquatic Center
$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

SGH WITH:
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Tracy Chan, Assoc. AIA
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SWA
Aquatic Design Group
Forell/Elsesser

Reference
David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

City of Redwood City
Veterans Memorial Senior Center
$90MM ($60MM Phase I) | 2015 to Present (construction started August 2021) | Public Bid

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SWA
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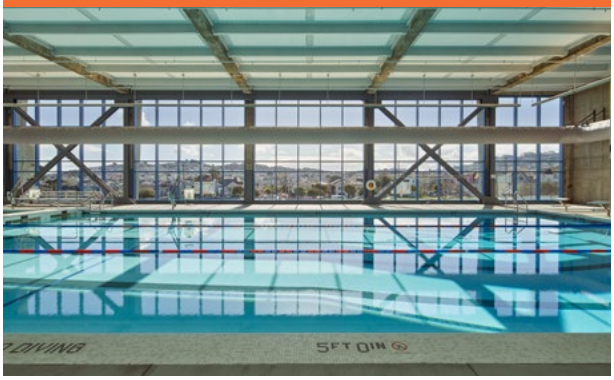
Reference
Chris Beth, Director, Parks, Recreation and Community Services, City of Redwood City, 650.780.7253, cbeth@redwoodcity.org

City of San Francisco
Balboa Park Pool
$12MM | 2016 to 2019 | Public Bid



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Reference
Chris Beth, Director, Parks, Recreation and Community Services, City of Redwood City, 650.780.7253, cbeth@redwoodcity.org

SIMPSON GUMPERTZ & HEGER

University of California
UC Berkeley Legends Aquatic Center
$20MM | 2014 to 2017 | CM Design Assist/Donor Development Model

HEACOCK + UNVARSKY WITH:
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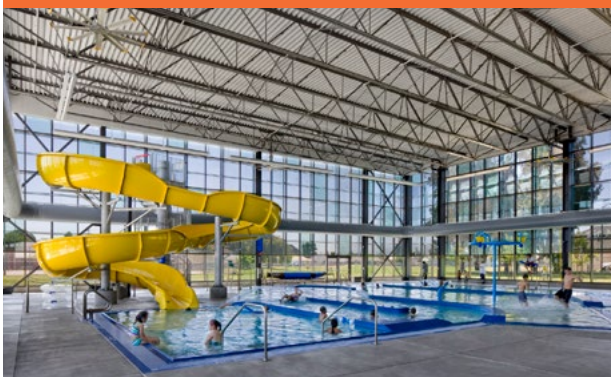
Aquatic Design Group

Reference
Peter Schnugg, Project Manager/Donor Group Representative, Spieker Foundation, 510.207.4629, pschnugg@pacbell.net

City of Oakland
East Oakland Aquatics Center
$21MM | 2012 to 2014 | Public Bid



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Reference
Danny Lau, Project Manager (Retired), City of Oakland, 510.238.7211

City of San Francisco
Balboa Park Pool
$12MM | 2016 to 2019 | Public Bid

UNVARSKY WITH:
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Aquatic Design Group
SGH

Reference
Toks Ajike, Director of Capital & Planning, Recreation and Parks Department, City of San Francisco, 415.581.2543, toks.ajike@sfgov.org

HEACOCK
Sustainability
+ rick unvarsky
commissioning

City of Elk Grove
Civic Aquatic Center
$21MM | 2017 to 2019 | Public Bid

PREVIEW GROUP WITH:
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Reference
Alvin Wong, Former City Architect, City of Elk Grove, 916.936.6183

City of Oakland
East Oakland Aquatics Center
$21MM | 2012 to 2014 | Public Bid

PREVIEW GROUP WITH:
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Aquatic Design Group

Reference
Danny Lau, Project Manager (Retired), City of Oakland, 510.238.7211

San Mateo County Community College District
Aquatics & Wellness Building
$120MM | 2016 to 2021 | Competitive Design - Build

PREVIEW GROUP WITH:
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City of Mountain View

Rengstorff Park Aquatic Center

$20MM | 2017 to Present (Project Bids in Fall 2021) | Public Bid

MACK5 WITH:
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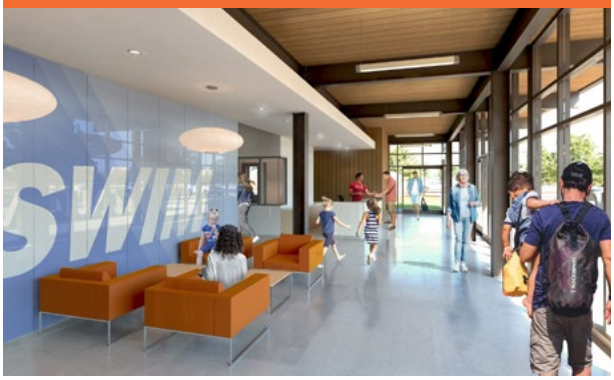
City of Redwood City

Veterans Memorial Senior Center

$90MM ($60MM Phase I) | 2015 to Present (construction started August 2021) | Public Bid



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Aquatic Design Group

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San Mateo County Community College District

Aquatics & Wellness Building

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WELCOME TO mack5

"The renovation on the Aquatic Center has brought the venue back up to the state-of-the-art showpiece that was the 1984 Olympic Games venue. The history of USC Swimming and Diving in the Olympics deserves a facility that captures that tradition of excellence and exuberance. Our athletes will rise to an even higher level with the enhanced aesthetics that this renovation provides, and the spectator experience is the best in the Pac 12."

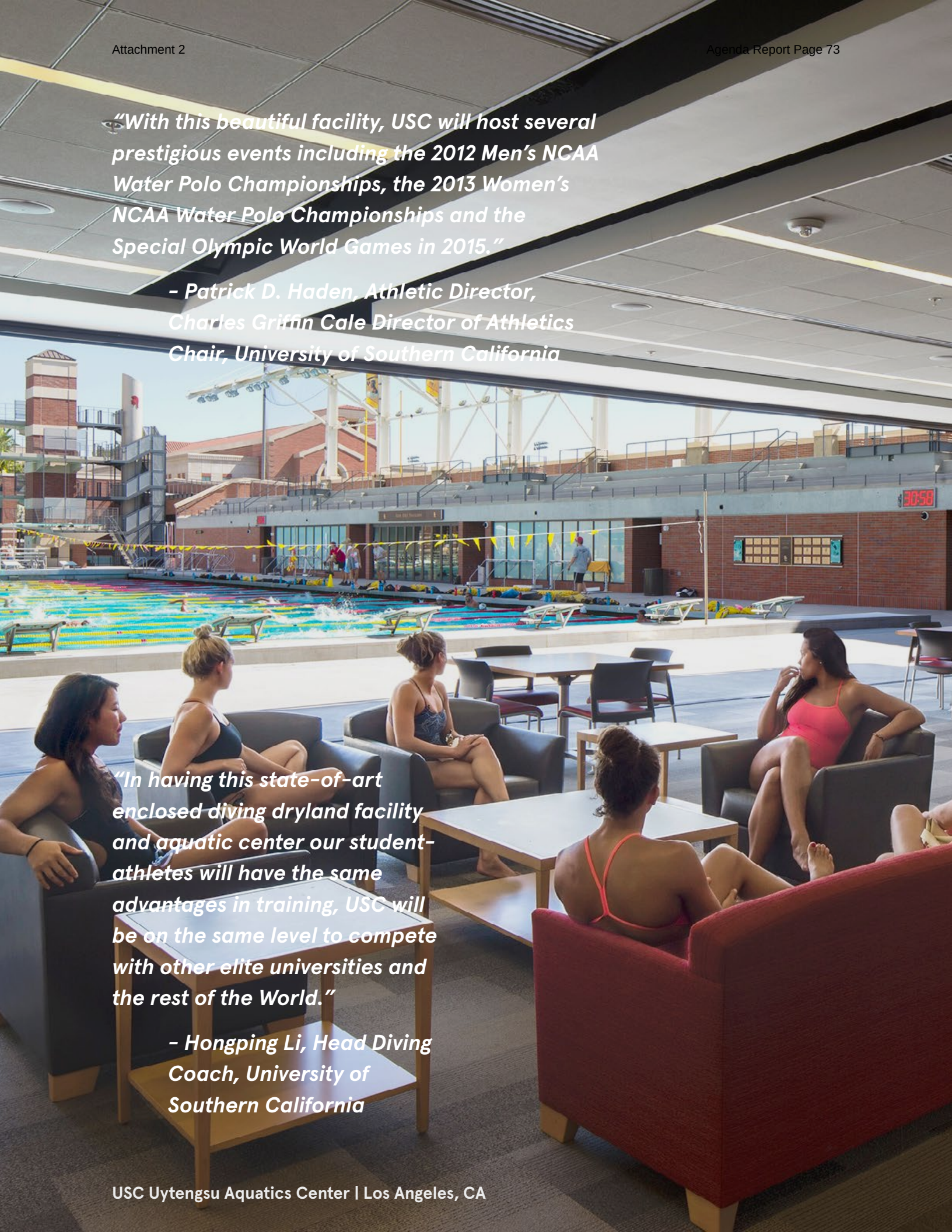
- David C. Salo, PhD, Head Coach, Men's and Women's Swimming, University of Southern California

2.6.3

+ project understanding and approach

USC Uytengsu Aquatics Center | Los Angeles, CA

els/



"With this beautiful facility, USC will host several prestigious events including the 2012 Men's NCAA Water Polo Championships, the 2013 Women's NCAA Water Polo Championships and the Special Olympic World Games in 2015."

- Patrick D. Haden, Athletic Director, Charles Griffin Cale Director of Athletics Chair, University of Southern California

"In having this state-of-art enclosed diving dryland facility and aquatic center our student-athletes will have the same advantages in training, USC will be on the same level to compete with other elite universities and the rest of the World."

- Hongping Li, Head Diving Coach, University of Southern California

USC Uytengsu Aquatics Center | Los Angeles, CA

2.6.3
Project Understanding and Approach

A successful planning and design process supports dialogue between all parties and pursues consensus-based decision-making. To this end, visioning, programing, planning, and conceptual design for the Piedmont Aquatic Center will require ELS to work closely with the **City of Piedmont,** including **Sara Lillevand (Piedmont City Administrator), Paul Benoit (Special Assistant for Measure UU Implementation),** and **Griffin Structures (Consulting Project Management Firm to the City of Piedmont**). Currently we see this group constituting the Piedmont Aquatic Center Client Leadership **(PACCL)**. This is only a suggestion of key members; defining a "client" group will be important to establishing clear chain-of-command decision-making authority. We further understand that the PACCL will be responsible, with our assistance, in reporting the project's progress to Piedmont City Council.

In addition to our close work with the PACCL, our collaboration will include D**aniel Gonzales (Director of Public Works), Alyssa Dykman (Sustainability Program Manager), Chelle Putzer (Director of Recreation), Kevin Jackson (Director of Planning and Building), Jeremy Bowers (Police Chief), and Dave Brannigan (Fire Chief)**. And finally, we look forward to assisting and collaborating with the recently appointed Pool Advisory Committee (PAC) and Chair Steve Roland. We understand that the PAC is charged with ensuring that the new Piedmont Aquatics Center meets community expectations, communicating project progress to residents and making recommendations to the City on how best to balance any conflicting priorities with budget resources and community expectations. We will look to the PAC as an important team member of the project, one that can help convey critical information on design, program, budget, and schedule to the Piedmont Community.

In addition to these immediate stakeholders, and with the approval of the PACCL, the project could engage other important stakeholder groups including the **Piedmont Unified School District – Physical Education and Athletics** for CIF (California Interscholastic Federation)-qualified Swimming, Water Polo and Diving, and **Piedmont Connect** for its community leadership and passion that we share for clean energy, carbon reduction, and elimination of greenhouse gas emissions.

Approach

Through work sessions and cooperative collaboration, the intent is to achieve a consensus-based vision, program, and design framework and apply this effort to the **Piedmont Aquatic Center** design process quickly and effectively. Our approach to this critical initial effort is based upon the following six components:

1. **Design Communication:** Communicating to a diverse audience during the visioning, programming, master planning, and conceptual design effort requires a team with deep resources and a strong understanding of the community's diversity of cultures, generations, and interests. We understand that the City of Piedmont, especially its frequent visitors to and residents of the Civic Center area, share a deep connection in the city's beautiful urban landscape, rich

architectural context, mature tree-lined streets and avenues, and beautiful homes in a predominately residential city that commands beautiful views of the San Francisco Bay and adjacent cities. The ELS team includes architects, landscape architects, and design professionals who are fluent in the community outreach process and who will participate as "project ambassadors" to ensure that the key goal for the Aquatic Center design is upheld: this will be a new multi-generational community resource for all – one that will expand the area's wellness, recreation, and education offerings, while making a significant contribution to the urban design beauty of Piedmont's Civic Center. ELS will establish a welcoming, inclusive tone and encourage greater community participation to ensure a robust charrette process.

2. **Creative Planning:** Preparation of the visioning, programming, master planning and conceptual design effort requires a project team that combines strength of analysis with expertise in urban design, community recreation and aquatics center design, and LEED/Zero Net Energy (ZNE) strategies. Effective planning begins with the ability to analyze complex conditions, identify key opportunities and constraints, and formulate creative solutions. The ELS team, in collaboration PACCL, PAC, and community of stakeholders, will quickly select alternate concepts for the Piedmont Aquatic Center, and we will evaluate, test, and collaboratively select a preferred concept plan, which will embody the optimal planning and design response to functional, financial, visual, and environmental requirements to help achieve a successful conceptual design and associated cost estimate.

3. **Unplugged Design (ZNE)/Clean Energy and Eliminating Greenhouse Gas Emissions:** ELS' projects start from the premise that buildings should be designed to perform independently from any building system. We orient, shape, and shade buildings to maximize daylighting, reduce heat gain in summer while allowing it in winter, and take advantage of natural ventilation when useful. This bioclimatic approach allows us to eliminate or minimize building systems to reduce the need for on-site renewable energy production. Optimizing building envelopes reduces loads and supplies the right amount of thermal mass to make buildings comfortable for occupants while requiring little energy for building systems. In developing the conceptual design, we will perform a detailed site and climate analysis as the basis of our ZNE approach and eliminating the use of natural gas. By understanding the opportunities inherent in the Piedmont Aquatic Center site, we can choose design strategies that take maximum advantage of the site and climate to reduce building loads and supply on-site energy. We look forward to integrating **Piedmont's Climate Action Plan (CAP)** initiatives and collaborating with **Alyssa Dykman, Piedmont Sustainability Program Manager**, on making sure the Piedmont Aquatic Center design is aligned with the City's CAP as well as ELS' commitment to the **Architecture 2030 Challenge**, a mission to rapidly transform the built environment from the major emitter of greenhouse gases to a central solution to the climate emergency.

4. **Buildings that Look out for our Health and Well Being:** The Coronavirus Pandemic has heightened our awareness of air movement in buildings, the importance of adjacent outdoor spaces and the integration of outdoor space and fresh air to building interiors, the transformative qualities that view and light can bring to building interiors,

and the importance of minimizing touch points while maximizing hands-free features in public spaces are just some of the design challenges we are prepared to address in the new Piedmont Aquatic Center design. One of our key design partners in this area, the **International WELL Building Institute (IWBI)** has developed the **WELL Building Standard** – a voluntary program, that has been applied to 30,000 projects, encompasses nearly 3 billion square feet across 98 countries. ELS designed the YMCA Stonestown Center, which was the first recreation center in North America to receive the WELL Building Certification. We look forward to the possibilities of teaming with IWBI to design the Piedmont Aquatic Center to WELL Building Standards.

5. **Placemaking Design:** To realize the full potential envisioned for the Piedmont Aquatic Center via the visioning, programming, master planning, and conceptual design process, ELS will identify and build on the center's existing and future physical connections, patterns, and systems. We look forward to our collaboration exploring how to make a beautiful place even better. For instance, knitting in a new community resource that addresses new school construction, as well as the city's academic core to the south and southwest, the existing Piedmont Recreation Center immediately west, two residential properties within the same block as the aquatic center site to the northwest, the recently renovated and renamed Corey Reich Tennis Center and homes beyond to the north, and finally the Piedmont Center for the Arts and the balance of the civic center to the east. The new Piedmont Aquatic Center has an opportunity to not only add to this rich urban neighborhood context, but to give it a stronger community nucleus – a new Heart of Piedmont. To this end, we will prepare a final conceptual master plan that creates a strong yet flexible framework that addresses Piedmont's circulation requirements and presents a master planning strategy and architectural image that ensure a memorable and enduring place.

6. **CEQA (California Environmental Quality Act) – Realistic Solutions/Problem Solving:** Successful development concepts require visionary yet realistic planning that meets social, economic, and physical design goals — a concept plan that is successfully CEQA-certified by the City Council. The visioning, programming, master planning, and conceptual design for the Piedmont Aquatic Center will account for political, economic, and functional realities. ELS will work closely with the City of Piedmont, the Piedmont Pool Advisory Committee, Griffin Structures, and other key stakeholders to ensure a functional and feasible concept — a final Piedmont Aquatic Center design that successfully meets a community consensus and the test of CEQA.

Our Approach includes the following 10 tasks:

TASK 1 – PROJECT UNDERSTANDING AND CONFIRMATION

Task 1.1 Background Document Review / Site Reconnaissance. In addition to our review of documentation made available thus far, ELS will review and evaluate additional pertinent documentation, including pre-programming information, plans, inventories, studies, etc., to understand the content of previous studies and the existing context, and to gain familiarity with hot button development issues with the Piedmont Aquatic Center site and project. We will build upon our knowledge gathered during the RFP process, our past 25+ years exploring this very site, as well as our deep familiarity with the site and surrounding context. Our ELS reservoir

of Piedmont Civic Center data and history will be supplemented by a photographic survey of the existing conditions of the site.

Task 1.2 Opportunities & Constraints Analysis. ELS will create a series of diagrams and maps that communicate our analysis and understanding of the Aquatic Center study area and its surroundings, and we will use this analysis to develop our current conceptual thinking of the program and site. These graphic products will assimilate collected data and clearly identify opportunities and constraints and will be utilized in our Program and Design Confirmation Workshop Series. Among the issues to be analyzed are goals for improving, enhancing connection between the Aquatic Center and the adjacent Piedmont academic core, the "Recreation Hub" (Piedmont Recreation Center + Aquatic Center + Corey Reich Tennis Center), and the Civic Center Area; traffic flow and parking; master planned circulation systems; overall design character (linkages, and nodes) and architectural character; "hard-soft" open space analysis; development opportunities and constraints; and other site and campus issues as appropriate. We look forward to this exploration.

Task 1.3 Draft Program Based Upon RFP Information. ELS will produce a draft program based upon ELS benchmarking resources and information provided thus far. The purpose of the draft will be to confirm the current program thinking, and to determine the level of further programming study needed. If additional study or programming is needed, we understand that the PACCL, will provide such direction.

Deliverables for Task 1: Draft work plan, schedule, explanatory maps and diagrams identifying development opportunities and constraints and draft program.

TASK 2 – KICK-OFF, SITE WALK, AND ASSESSMENT AND PROGRAM ANALYSIS

Task 2.1. Project Kick-Off Meeting / Site Walk. ELS will meet with the PACCL, and others as directed by the PACCL to develop project milestones, a project schedule, and a community outreach and engagement plan. This will establish a mutual understanding of roles, responsibilities, and paths of communication, as well as clarify the scope, issues, and objectives of the work program – specifically, what are the unique development opportunities beyond those identified in the RFP. In addition to initiating the project, ELS and certain ELS consultants will do a "site walk" with PACCL members to further familiarize ourselves with the general physical conditions of the site. A Preliminary Project Schedule will be presented with task and milestone targets to confirm previously targeted milestone dates, including targeted completion date.

Product: Refined Scope and Schedule as necessary.

Client Input: Background materials and studies.

Task 2.2. Coordination & Consultation with Piedmont Aquatic Center Client Leadership (PACCL). ELS will coordinate and regularly consult with PACCL to ensure that necessary information and documentation are received, reviewed and incorporated with the work product in a timely manner. PACCL may choose to involve representatives from interested government agencies, other consultants to the PACCL, and/or key stakeholders in these meetings. Our proposed scope includes all conference calls, other forms of electronic and telephonic communication, and as-needed unscheduled meetings with PACCL/ELS over the proposed project timeframe.

Product: Participation in meetings identified in the work plan.

Client Input: Attendance / participation in Project Administration Meetings.

TASK 3 – COMMUNITY OUTREACH, ENGAGEMENT, PROGRAMMING & CONCEPT DESIGN

Task 3.1 Coordinate with Key Stakeholders. ELS, in collaboration with PACCL, will coordinate meetings with Piedmont Community Stakeholders to discuss Piedmont Aquatic Center goals and garner input regarding the community engagement strategies as the project moves forward. With the confirmation and approval by the PACCL, key stakeholders could include Piedmont Councilmembers and Commissioners, Piedmont City Department Leaders, Piedmont Pool Advisory Committee (PAC), Piedmont Unified School District (PUSD), Piedmont Connect, service organizations, local community leaders, residents, and other advocacy groups that reflect the demographics and perspectives of the community.

Task 3.2: Develop a Community Outreach Plan. With input from the Key Stakeholder meetings in Task 3.1, ELS, together with the PACCL, will develop a Community Outreach Plan that outlines the steps to engage community members. The Community Outreach Plan will build upon the work completed through previous engagement processes and refine community interests. The plan will include a schedule with timing for release, distribution, and placement of publicity items, and a list of potential co-sponsors and co-promoters to assist with outreach and organizing of festive activities (e.g., donated local food and entertainment) to maximize participation and positive input at community events.

1. **Produce Materials:** ELS will produce e-flyers and e-posters publicizing events for community-wide distribution.

2. **Distribute Materials:** Local businesses and religious and service organizations will be solicited to distribute flyers and information about the events through their networks. All three elementary schools, Piedmont Middle School and Piedmont High School will also be solicited to promote events to the student body and families (flyers, newsletters, etc.). Information about the project will also be circulated via social media and the City's website. All solicitations above will be executed by the City of Piedmont staff.

3. **Media Outreach:** Announcements and press releases will be distributed to local media (Piedmont Post, Piedmont Exedra, Piedmont Living, and KCOM). ELS will assist with all press announcements on the project but will require a designated City staffer to comment and approve all announcements and press leases before issuance by ELS.

Task 3.3: Community Workshops/Charrettes/ Program and Concept Development. (ELS has recently facilitated similar workshops through the creation of multiple virtual rooms, allowing all participants to see the Program and Issues Boards while observing Shelter-in-Place orders. While we look forward to returning to in-person meetings, we are fully prepared to meet the project schedule using virtual means. These assumptions apply to our entire proposed community engagement process.)

Each workshop will be held at a consistent time and day of the week and will be widely published in local media outlets and on social networks. We encourage the sessions to be streamed live and archived to allow a broad range of availability to those who are not able to attend live sessions, which is critical to the success of any engagement process, and the Piedmont Aquatic Center Concept Design Process is no exception. At this point we are planning to facilitate three Community Workshops. Should we need to add, drop, or retract sessions, we are prepared to do so once the PACCL and ELS have a clearer understanding of the need.

Each workshop is preceded by a preview session with the PACCL, the PAC, and any others as directed by the PACCL. The goal of each preview session is to give attendees a sense of the upcoming community workshop and confirm goals and objectives. This is also a chance to finalize the agenda for publication and distribution to the broader Piedmont Community. We have named the three proposed workshops as follows:

Community Workshop #1 – Gallery Walk *(Program Development/Confirmation)*

Community Workshop #2 – Charrette Process *(Presentation and Stakeholder Evaluation of Multiple Concepts)*

Community Workshop #3 – Preferred Concept Presentation *(Critique and Final Stakeholder Comments)*

For all three Community Workshops, logistics are proposed as follows:

- ELS will prepare display boards for the Gallery Walk and arrange for delivery to the event site and will take responsibility of setting up the display (we would like the City to store the large display boards "on-site," as they're intended to be used for multiple events, including the Opening Day Splash at the new Piedmont Aquatic Center;
- ELS can provide large-format video equipment including screen, projector and laptop; and
- ELS will rely on City of Piedmont staff to reserve meeting venue and all other equipment and furnishings necessary to host community workshops. Staff to provide public address system, room set-up with tables and chairs, and all other public gathering needs, including appropriate social distancing markers.

Task 3.3.1 COMMUNITY WORKSHOP #1

GALLERY WALK – Program Development/ Confirmation

Proposed Agenda for Pre-Workshop #1 Meeting with the PACCL and the PAC:

A. Dates and location of Community Workshops #1, #2, and #3 are agreed upon.

B. Basic schedule and outline of Community Engagement Process are discussed and modified, as necessary.

C. ELS will access previous study efforts, documentation, community outreach, stakeholder input, and survey results, and will identify the components needed to maximize aquatic center usage, minimize environmental impacts, and meet the current and future aquatics needs of the community. This shall be presented to the PACCL and the PAC for review and comment during Pre-Community Workshop #1.

D. Discuss proposed agenda for the 90-minute Community Workshop #1.

   - *First 45 Minutes: Open House Format – visitors walk the room and engage with ELS Team, City of Piedmont representatives, PAC, and other stakeholders identified by the City of Piedmont.*
   - *Middle 15 Minutes: Brief Presentation by the City of Piedmont and ELS.*
   - *Final 30 Minutes: Resume Open House Gallery Walk.*

E. Draft Display Boards for the Gallery Walk are presented to the PACCL and the PAC for review and comment.

F. General program for the new Piedmont Aquatic Center is discussed & modified as necessary for inclusion as part of Workshop #1.

Community Workshop #1: Gallery Walk – Open House Format (Duration 90 minutes)

First 45 Minutes: Open House Format – visitors walk the room and engage with the ELS Team, City of Piedmont Representatives, PAC, and other stakeholders as determined by the city.

Middle 15 Minutes: Brief Presentation by the City of Piedmont and ELS

Final 30 Minutes: Resume Open House Gallery Walk

A. Sign-In Table located near the entry to the room next to first board (Station A); community members sign-in and provide their email and/or mailing address, so they can receive future notices about the project.

B. PACCL and Piedmont PAC Table also located near the entry and staffed by members of the PACCL and the PAC. This will be an opportunity for the PAC to share with community members how they can engage the design process moving forward and how they can assist with any effort in support of the project, as well as hear concerns about the project.

C. Program and Issues Boards are prominently displayed in a room large enough to accommodate size of anticipated audience (Piedmont Community Hall or Piedmont Veterans Hall). Each board location represents an "information station."

D. Program and Issues Boards are 3' wide x 7' tall and are freestanding. Each display is an impressive collection of graphics, images, and bullets designed to inspire questions, debate, interest, and excitement. Each information station represents a different programming opportunity or design/project issue – all of which typically initiates a robust event of questions, note-taking, information gathering, and sometimes "demands" and "absolutes" – and all comments are welcomed and encouraged. Based on what we currently know about the goals and aspirations for the Piedmont Aquatic Center, the Gallery Stations could include the following programming and/or design issues:

Station 1 – Welcome and Sign-In Station – General Information Gallery

Station 2 – Project Facts: Budget, Schedule, Next Workshop, Owner Contact

Station 3 – Idea/Suggestion Tree

Station 4 – USA Age Group Competition Aquatics: Swimming, Water Polo, Diving & Masters Programs

Station 5 – Recreation Swimming and Fitness

Station 6 – Tiny Tots Programs

Station 7 – Seniors Aquatics Programs

Station 8 – Learn to Swim & Water Safety Programs

Station 9 – Building Programming – Meeting Rooms/Birthday Party Room

Station 10 – Synergy with the Corey Reich Tennis Center

Station 11 – Green Design Components and Considerations – LEED and WELL Building Goals

Station 12 – Outdoor Areas – Upper and Lower Decking and Social Spaces

Station 13 – Architecture Issues

- *Where should the "front door" be?*
- *Where should service access be required?*
- *Are there security concerns?*

- *Will all trees be saved?*

Station 14 – General Project Issues + Concerns

- *Will Magnolia be closed during construction? How will my children get to school?*
- *How long will the project take to build?*
- *Can the project be phased?*
- *What are the new aquatic center's hours?*
- *How will the new center impact the civic core, traffic, and our beautiful Piedmont?*

These are only some of the issues that could be unveiled at the Gallery Walk. It is important to note that each station will be attended by an ELS Team Member, except for Station A – Welcome and Sign-In Station, which we suggest is attended by two or three City of Piedmont representatives or PAC members.

Near the mid-point of the Gallery Walk, there will be a brief presentation, kicked off by a PACCL representative who will provide a few introductory remarks, followed by Clarence Mamuyac who will present relevant experience as well as an overview of the public engagement and City review process. Following the presentation, Community Workshop 1 – Gallery Walk will continue. The overall period for the Open House Gallery Walk is about 90 minutes with the brief presentation occurring at the 45-minute mark.

Task 3.3.2 COMMUNITY WORKSHOP #2: CHARRETTE PROCESS

Presentation and Stakeholder Evaluation of Multiple Concepts

Proposed Agenda for Pre-Workshop #2 Meeting with the PACCL and the PAC:

A. Recap of Workshop #1

B. ELS will present 2 to 3 concepts showing various layouts of the program elements for an initial review and opportunity to comment in advance of Workshop #2.

C. Based on the feedback, ELS may reduce the number of concepts or create an additional scheme – possibly a hybrid of the concepts presented.

D. Proposed agenda for the 90-minute Workshop #2 is discussed and set

- *First 15 Minutes: Gallery Walk is re-installed from Workshop 1 – community members mingle and prepare to take seats at one of the 10-person tables (adjustments may be required due to current pandemic guidelines, or we will create virtual ZOOM break-out rooms)*
- *Next 20 Minutes: ELS presents the 2 to 3 concepts*
- *Next 20 Minutes: Each table, as a charrette team, reviews, critiques, comments on each of the concepts presented, and ranks them in order of preference.*
- *Next 20 Minutes (assumes 10 community-member teams): Each team's elected captain gives a brief 2-minute presentation of teams' findings and ranking*
- *Final 15 Minutes: ELS summarizes findings and welcomes everyone back for the final workshop #3 – the Preferred Concept presentation.*

Workshop #2:

A. Per agenda above

Task 3.3.3 COMMUNITY WORKSHOP #3:

PRESENTATION OF CONCEPT ALTERNATIVES – Critique and Community Member Comments

Proposed Agenda for Pre-Workshop #3 Meeting with the PACCL and the PAC:

A. Recap of Community Workshop #2

B. ELS presents preferred concept for an initial review and opportunity for the PACCL, the PAC, and other stakeholders to comment in advance of Workshop #3.

C. Based on this feedback, ELS integrates comments before presenting preferred concept at Community Workshop #3.

D. Proposed agenda for 90-minute Community Workshop #3 is discussed and set.

- *First 15 Minutes: Gallery Walk remains from Workshop 1 – community members mingle and prepare to take seats at one to the 10-person tables (adjustments may be required due to current pandemic guidelines)*
- *Next 20 Minutes: ELS presents the Preferred Concept*
- *Next 20 Minutes: Each table, as a charrette team, reviews, critiques, comments on the Preferred Concept.*
- *Next 20 Minutes (assumes 10 community member teams): Each team's elected captain gives a brief 2-minute presentation of their teams' findings*
- *Final 15 Minutes: ELS summarizes findings of the final workshop #3 – the Preferred Concept presentation.*

Workshop #3:

A. Per Agenda established above in Pre-Community Workshop #3 Meeting.

Task 3.4: Develop an Online Presence and Survey. ELS will develop content for an online presence for the project which will include at least one survey. The content will be provided to the City's webmaster for uploading. Should web design or code writing be required, ELS will need to engage a consultant for such additional services. Online presence and the survey will be readily accessible through the City's website and social media accounts. This presence will identify the needs and concerns of residents unable to attend community meetings. The online presence will be available throughout the outreach and engagement process.

Task	Deliverables
2.1	ELS will provide meeting materials, summaries, and notes regarding individual Key Stakeholder input discussions and list of Key Stakeholders
2.2	ELS will provide meeting materials and summary, Community Outreach Plan, copies of outreach announcements, and collateral materials
2.3	ELS will provide promotional materials, meeting materials, summaries, and notes from outreach meetings, photos of workshops, and design charrettes
2.4	ELS will provide website content to City website manager/designer, copies of survey announcements and results

TASK 4 – PIEDMONT AQUATIC CENTER FINAL CONCEPT DESIGN

Task 4.1 Prepare Piedmont Aquatic Center Final Concept Design and Cost Estimate. Based on the results of the Community Workshop Series, cost estimates, the final round of input from both Community Workshop #3, and any additional information gathered from the online presence and/or social media sites, and with the agreement of the PACCL and the PAC, ELS will finalize the Piedmont Aquatic Center Concept Design and Cost Estimate for presentation to City Council.

Community Workshop #1, Gallery Walk | Redwood City

Task 4.2 Presentation of Final Piedmont Aquatic Center to City Council.

A. Preview Final Concept presentation with PACCL and the PAC. Incorporate any final comments in the Final Concept Design and prepare presentation for City Council.

B. In advance of City Council presentation, and if desirable by PACCL, ELS will preview Final Concept Design with the Mayor, Vice-Mayor, and Councilmembers, per Brown Act rules, as one more check on our Final Concept Design. ELS will incorporate final comments by council members before the official unveiling of the Final Concept at a formal City Council Session.

C. The Final Concept Design and Cost Estimate are presented to City Council for approval and direction to advance the design to the Schematic Design Phase. Documents created during the Schematic Design Phase will be used for required CEQA documentation, specifically addressing the project description as defined by CEQA.

Task	Deliverables
4.1	ELS will provide Piedmont Aquatic Center Final Concept Design & Cost Estimate.
4.2	ELS will prepare presentation for City Council Session for actions to: 1) approve Final Concept Design and Cost Estimate, and 2) advance the project to Schematic Design Phase.

Continued Stakeholder Engagement - Schematic Design through Construction Document Phase

TASK 5 – SCHEMATIC DESIGN

Task 5.1 ELS Key Stakeholder Update

Task 5.2 City Council Update

Task 5.3 Initiation of CEQA

TASK 6 – DESIGN DEVELOPMENT

Task 6.1 ELS Key Stakeholder Update

Task 6.2 City Council Update

TASK 7 – CONSTRUCTION DOCUMENTS AND CEQA CERTIFICATION

Task 7.1 ELS Key Stakeholder Update

Task 7.2 City Council Update

TASK 8 – BID AND PERMITTING

TASK 9 – CONSTRUCTION ADMINISTRATION – GUIDED QUARTERLY TOURS

TASK 10 – OPENING AND POST OCCUPANCY EVALUATION

10.1 The Big Day Arrives!

Equipment Needed: A big smile, swimsuit, sunscreen, goggles and, if desired, floaties.

"It took a special firm to lead a robust community engagement process that involved a skillful and specialized team to listen, to anticipate, to consider, and to respond in order to obtain community consensus. Led by ELS President and CEO Clarence Mamuyac, his ability to tell a story, to calm and to inspire community members and stakeholders is second to none."

- Christopher Beth, Director
Recreation, Parks and Community Services
City of Redwood City

Rendering of Boards from Community Workshop #1, Gallery Walk | City of Piedmont

2.6.4

+ staffing, qualifications and references

International Swim Center | Santa Clara, CA

els/

2.6.4
Staffing, Qualifications & References

Clarence D. Mamuyac, Jr.
FAIA, LEED AP BD+C
ELS
Principal-in-Charge
President and CEO

Amnuay Amnuaydejkorn
AIA, Senior Associate
ELS
Project Captain and CA Co-Lead

Tracy Chan
Assoc. AIA
ELS
Designer – BIM Leader

Dana Vollmer-Grant
Assoc. AIA, WELL AP, CBSM and
5X Olympic Gold Medalist
ELS
Aquatics Programming Specialist

C O N S U

Construction Cost Estimating

Cynthia Madrid, CPE
Cost Estimator
Mack5

Ecological and Sustainable Site Design

Dennis Berkshire
Aquatics Consultant
Aquatic Design Group

Marco Esposito, RLA
Landscape Architect
SWA

John Lamon, PE
Survey and Civil Engineer
BKF

Integrated Deep Green Building Systems Engineering

Allen Nudel, SE, LEED AP
Structural Engineer
Forell/Elsesser

Gurdaver Singh, PE, LEED AP
Engineering Manager for
Mechanical, Electrical and Plumbing
Fire Protection and Low Voltage
Guttmann & Blaevoet

Kim-Van Truong
AIA, LEED AP BD+C, Assoc. DBIA
ELS
Senior Project Manager
Associate Principal

ELS Firm Diversity + JUST Organization
ELS is a minority-owned business, and our ownership includes both minority and women partners as well as management at senior levels. ELS is the very first organization in California to be named a JUST 2.0 organization by the International Living Future Institute; the JUST label represents our commitment to social equity, transparency, and diversity in our practice. With our diverse staff of designers, we are committed to diversity in our business practices particularly as it reflects the communities that we serve.

Anthony Grand
AIA, LEED AP BD+C
ELS
Design Director
Associate Principal

Kelly Elmore
Assoc. AIA, LEED AP BD+C
ELS
Designer – Sustainability Specialist

Danwei Wang
Associate
ELS
Designer – Digital Media Specialist

L T A N T S

Integrated Deep Green Building Engineering

Jonathan Stafford, PE, RRC, LEED AP
Envelope Performance
Simpson, Gumpertz & Heger

Jason Duty, PE
Acoustic Engineer
Salter

Green Building High Performance Monitoring

Michael Heacock, AIA, LEED AP
Sustainability and LEED Administrator
Michael Heacock Architects

Rick Unvarsky, LEED AP
LEED Commissioning Agent
Unvarsky Consulting

Fire/Life Safety/ Accessibility Code

Steve Winkel, FAIA, PE, CASp
Building Code & Accessibility Consultant
Preview Group

Please see consultant resumes in the Appendices.

cmamuyac@elsarch.com

EDUCATION

Master of Architecture with Distinction, UC Berkeley, 1985

Bachelor of Arts with majors in Architecture and Landscape Architecture, UC Berkeley, 1981

Thomas D. Church Design Competition – First Prize

PROFESSIONAL REGISTRATION

California Architect License C 19182

California Landscape Architect License 3617

YEARS IN DESIGN FIELD

40 Years

YEARS WITH FIRM

37 Years

REFERENCES

Chris Beth, Dir., Parks, Recreation & Community Svcs., City of Redwood City, 650.780.7253, cbeth@redwoodcity.org

Jack Herbert, Proj. Exec, Swinerton Mgmt. & Cons./ San Mateo CCD, 510.910.4536; jherbert@swinerton.com

Toks Ajike, Dir. of Capital & Planning, Rec. & Parks Dept., City of SF, 415.581.2543, toks.ajike@sfgov.org

Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C

PRINCIPAL-IN-CHARGE

Clarence D. Mamuyac, Jr. serves as President/CEO of ELS. He joined ELS in 1983 and brings over 35 years of experience in community, recreation, sports, aquatics, and education projects to his assignments. Clarence is a national leader in sports and recreation design, and he has a passion for leading his clients on a robust outreach and consensus-building effort to a powerful design solution. Clarence's portfolio includes award-winning community design projects for dozens of municipalities throughout Northern California including Elk Grove, Oakland, Santa Clara, Morgan Hill, and Fremont, as well as venues for some of the best-known schools in the PAC 12 conference — UC Berkeley, Stanford University, and USC. He has presented at national conferences for the AIA, Athletic Business, and NIRSA. He has also been a guest lecturer at UC Berkeley and USF. He has been published in Architectural Record, Progressive Architecture, and Architect, and many of his projects have been recognized by the AIA and other organizations for design excellence. Clarence is a past chair of the Dean's Advisory Council at UC Berkeley's College of Environmental Design.

RELEVANT PROJECTS

- Rengstorff Aquatics Center | City of Mountain View
- Elk Grove Civic Aquatics Center | City of Elk Grove
- Balboa Park Pool | City & County of San Francisco
- Berkeley High School Natatorium | Berkeley Unified School District
- East Oakland Aquatics Center | City of Oakland
- City Aquatic Center | City of Alameda
- Veterans Memorial Senior Center & Aquatic Center | City of Redwood City
- Legends Aquatic Center | UC Berkeley
- Cañada College Aquatics Building | San Mateo County CCD
- New Miwok Recreation and Aquatic Center | Marin CCD
- Uytengsu Aquatics Center | University of Southern California
- International Swim Center & International Swimming Hall of Fame | City of Santa Clara
- Addison-Penzak JCC Aquatic Center | Los Gatos, CA
- Osher Marin JCC Aquatic Center | San Rafael, CA
- Canyonview Aquatic Center | University of California, San Diego
- Avery Aquatic Center | Stanford University
- Ford Center for Recreation/Burnham Pavilion | Stanford
- VillaSport Athletic Clubs & Spas | California, Oregon, Texas
- Morgan Hill Aquatics Center | City of Morgan Hill
- Wally Pond Irvington Community Center | City of Fremont
- Santa Rosa Junior College KAD Precinct | Sonoma County CCD
- Hellman Tennis Complex | University of California, Berkeley

ktruong@elsarch.com

EDUCATION
Bachelor of Arts in Architecture, UC Berkeley, 2007

PROFESSIONAL REGISTRATION
California Architect License C 35874

YEARS IN DESIGN FIELD
14 Years

YEARS WITH FIRM
14 Years

REFERENCES
David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

Peter Schnugg, Project Manager/Donor Group Representative, Spieker Foundation, 510.207.4629, pschnugg@pacbell.net

Keith Craw, Project Executive, Blach Construction, 408.244.7100, keith.craw@blach.com

Kim-Van Truong, AIA, LEED AP BD+C

SENIOR PROJECT MANAGER

Kim-Van Truong is an Associate Principal at ELS. She joined ELS in 2007, and has worked on a variety of projects, including recreational and sports, college and university, retail, and master planning on project phases from Schematic Design to Construction Documents and Construction Administration.

Kim's current focus is on recreation and sports projects. She is currently serving as Project Manager on the City of Mountain View Rengstorff Aquatics Center, as well as the College of Marin New Miwok Center, where she is organizing and assisting the team in preparing project documents, meeting with the client and user groups, and coordinating with the consultant team. Kim served as Job Captain on UC Berkeley's Legends Aquatic Center, Santa Clara's International Swim Center, the Balboa Park Pool renovation, and the University of the Pacific Tennis Complex.

RELEVANT PROJECTS

- Rengstorff Aquatics Center | City of Mountain View
- Balboa Park Pool | City and County of San Francisco
- East Oakland Aquatics Center | City of Oakland
- International Swim Center | City of Santa Clara
- Elk Grove Civic Aquatic Center | City of Elk Grove
- New Miwok Center | College of Marin | Novato, CA
- Cañada College Kinesiology & Wellness Building | San Mateo County CCD
- Addison-Penzak Jewish Community Center Aquatic Center | Los Gatos, CA
- Osher Marin Jewish Community Center Aquatic Center | San Rafael, CA
- Santa Rosa Junior College KAD Precinct | Sonoma County CCD
- UC Berkeley Legends Aquatic Center | Berkeley, CA
- USC Uytengsu Aquatic Center Dive Tower | Los Angeles, CA
- Tennis Complex | University of the Pacific | Stockton, CA
- Pioneer Pavilion | CSU East Bay | Hayward, CA
- Herbst Natatorium Proposed Improvements | San Francisco, CA
- Hellman Tennis Complex | UC Berkeley | Berkeley, CA

agrand@elsarch.com

Anthony Grand, AIA, LEED AP BD+C

DESIGN DIRECTOR

Anthony Grand joined ELS in 1988. As Design Director, he has had a primary design role on numerous civic, community, recreation, theater, education, mixed-use, and urban design projects.

Anthony has extensive experience and talent in conceptual design and presentation graphics and he has been instrumental in financing, leasing, and securing approvals for many of ELS' projects. An accomplished illustrator, Anthony has received the Award of Excellence from the American Society of Architectural Illustrators (ASAI) for seven years, and his work was recently exhibited in 'Architecture in Perspective,' ASAI's exhibition of architectural illustrations from around the world, selected through a juried competition. He is an adjunct faculty member at Diablo Valley College in Pleasant Hill, where he teaches an architectural design studio.

EDUCATION

Bachelor of Architecture, University of Texas at Austin, 1982

PROFESSIONAL REGISTRATION

California Architect License C 22795

YEARS IN DESIGN FIELD

39 Years

YEARS WITH FIRM

33 Years

REFERENCES

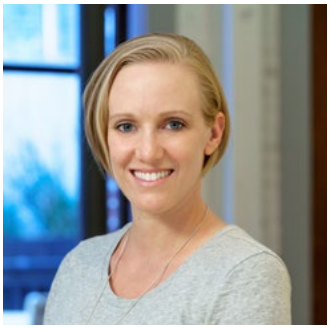
David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

Alvin Wong, Former City Architect, City of Elk Grove, 916.936.6183

Amy Wooldridge, Director, Recreation & Parks, City of Alameda, 510.747.7570, awooldridge@alamedaca.gov

RELEVANT PROJECTS

- Rengstorff Aquatics Center | City of Mountain View
- City Aquatic Center | City of Alameda
- Elk Grove Civic Aquatics Center | City of Elk Grove
- Addison-Penzak Jewish Community Center Aquatic Center | Los Gatos, CA
- Osher Marin Jewish Community Center Aquatic Center | San Rafael, CA
- Heather Farm Aquatic Center Needs Assessment & Master Plan | City of Walnut Creek
- Intercollegiate Athletic Indoor Practice Facility | UC Berkeley
- Uytengsu Aquatics Center | University of Southern California
- New Miwok Recreation and Aquatic Center | Marin CCD
- Cañada College Kinesiology & Wellness Building | San Mateo County CCD
- Splash Swim School | Walnut Creek, CA
- Intercollegiate Athletic Indoor Practice Facility | University of California, Berkeley
- Bentley High School | Lafayette, CA
- Taube Family Tennis Stadium Expansion | Stanford University
- Athletics & Recreation Center | St. Mary's College
- Performing Arts Center | Holy Names University
- Berkeley Repertory Theatre | Berkeley, CA
- Westminster Hall | First Presbyterian Church of Berkeley
- Master Plan | San Francisco Jewish Community Center
- Calistoga Junior/Senior High School Multi-Use Facility & Classrooms
- Campus Pointe Center | CSU Fresno



dvollmer-grant@elsarch.com

Dana Vollmer Grant, Associate AIA, WELL AP, CBSM

AQUATICS PROGRAMMING SPECIALIST

Dana joined ELS as an Aquatics Programming Specialist. She brings a wealth of experience in aquatics as one of the most gold-medaled female USA Olympians of all time, with five Olympic gold medals. At ELS, Dana works with clients on design ideas to fit their specific athletic programming needs. For aquatic centers that will hold competitions, she draws on her past to work through swim meet diagrams that optimize deck space, pedestrian traffic, and usability while incorporating the lesser-known traits that make any facility a favorite for competitors of all calibers. As a mom, she also has user insight into many fun water pools, swim lesson facilities, and youth swim teams that she uses to help design facilities that can cover a wide programming spectrum.

Dana's Olympic career began in 2004 at the Athens Olympics, where she won gold as part of the world record-setting 4x200-meter freestyle relay. In 2012 she won three gold medals while setting two world records at the London Olympics. At the 2016 Olympics in Rio, she won bronze in the 100-meter butterfly, silver and an American Record in the 4x100-meter freestyle relay, and gold in the 4x100-meter medley relay. Her gold in the 2016 Olympics is the USA Swimming's first ever gold medal won by a mother.

EDUCATION

Bachelor of Arts in Anthropology, UC Berkeley, 2010

YEARS IN DESIGN FIELD

4 Years

YEARS WITH FIRM

4 Years

REFERENCES

David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

Amy Wooldridge, Director, Recreation & Parks, City of Alameda, 510.747.7570, awooldridge@alamedaca.gov

Teri McKeever, Head Coach, Women's Swimming, Cal Athletics, 510.642.9540, mckeever@berkeley.edu

Chris Beth, Director, Parks, Recreation and Community Services, City of Redwood City, 650.780.7253, cbeth@redwoodcity.org

RELEVANT PROJECTS

- Rengstorff Aquatics Center | City of Mountain View
- New Miwok Recreation and Aquatic Center | Marin CCD
- Cañada College Kinesiology & Wellness Building | San Mateo County CCD
- City Aquatic Center | City of Alameda
- Veterans Memorial Senior Center & Aquatic Center | City of Redwood City
- Addison-Penzak Jewish Community Center Aquatic Center | Los Gatos, CA
- Osher Marin Jewish Community Center Aquatic Center | San Rafael, CA
- Canyonview Aquatic Center | University of California, San Diego

PUBLIC SPEAKING

- Keynote speaker for multiple fundraising luncheons, ranging in size from 10–100+ attendees
- Speaker at the World Aquatic Development Conference hosted by the Swedish Center for Aquatic Research | 2014
- Numerous media interviews and engagements, including press conferences and appearances on major television broadcasts
- Winter commencement speaker for UC Berkeley | 2016

adejkorn@elsarch.com

Amnuay Amnuaydejkorn, AIA

PROJECT CAPTAIN AND CONSTRUCTION ADMINISTRATION CO-LEAD

Am has experience organizing ongoing, complex, and phased construction through extensive coordination with the project manager, client, consultants, and contractor during construction document and construction administration. He has been a key leader on the design team on many of ELS' significant public and historic projects. Am's skills lie in the preparation of precise, well coordinated construction documents and specifications that clearly communicate installation and construction details to the general contractor and owner's team members. He balances cost and design intent with constructibility working with the general contractor to incorporate their input during the design/build process.

EDUCATION

Bachelor of Interior Architecture, University of Oregon, School of Architecture and Allied Arts, Eugene, Oregon

PROFESSIONAL REGISTRATION

California Architect License C 31672

YEARS IN DESIGN FIELD

24 Years

YEARS WITH FIRM

15 Years

REFERENCES

David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

Chris Beth, Director, Parks, Recreation and Community Services, City of Redwood City, 650.780.7253, cbeth@redwoodcity.org

Alvin Wong, Former City Architect, City of Elk Grove, 916.936.6183

RELEVANT PROJECTS

- Rengstorff Aquatics Center | City of Mountain View
- Elk Grove Civic Aquatics Center | City of Elk Grove
- Balboa Park Pool | City & County of San Francisco
- City Aquatic Center | City of Alameda
- International Swim Center | City of Santa Clara
- VillaSport Athletic Clubs & Spas | California, Oregon, Texas
- Addison-Penzak Jewish Community Center Aquatic Center | Los Gatos, CA
- Osher Marin Jewish Community Center Aquatic Center | San Rafael, CA
- New Miwok Center | College of Marin | Novato, CA
- Santa Rosa Junior College KAD Precinct | Sonoma County CCD
- UC Berkeley Legends Aquatic Center | Berkeley, CA
- Fresno City College Old Administration Building | State Center CCD
- Cañada College Kinesiology & Wellness Building | San Mateo County CCD
- Veterans Memorial Senior Center | City of Redwood City
- City of Berkeley Mental Health Services Offices ZNE Renovation | City of Berkeley
- San Jose Civic Auditorium & Montgomery Theatre | City of San Jose
- Oakland Fox Theatre Renovation and Addition | City of Oakland
- Austin Energy Headquarters | Austin, TX
- Building 101 Rehabilitation, Pier 70 | San Francisco, CA

dwang@elsarch.com

Danwei Wang

DESIGNER – DIGITAL MEDIA SPECIALIST

Danwei Wang is a Associate at ELS with experience in multiple building types, bringing innovative design to both the building and detail scale. His experience includes numerous large-scale projects with experience in civic, sports and recreation, higher education, performing arts and entertainment, retail and mixed-use, master plan, and healthcare projects. He has worked on projects in the San Francisco Bay Area, Arizona, and Nashville, as well as in China.

Danwei is a talented designer and has had an integral role in preparing the conceptual schemes and presentation renderings for ELS' collegiate sports and recreation projects. He has worked on all phases of design, ranging from conceptual designs, schematic designs, to construction documents.

EDUCATION

Bachelor of Architecture, University of Arizona, 2013

YEARS IN DESIGN FIELD

8 Years

YEARS WITH FIRM

4 Years

REFERENCES

Kevin Brady, Senior Estimator, Blach Construction, 408.244.7100, kevin.brady@blach.com

Mike Grzanowski, Blach Construction, 408.244.7100, mike.grzanowski@blach.com

Chris Beth, Director, Parks, Recreation and Community Services, City of Redwood City, 650.780.7253, cbeth@redwoodcity.org

RELEVANT PROJECTS

- Rengstorff Aquatics Center | City of Mountain View
- Veterans Memorial Senior Center & Aquatic Center | City of Redwood City
- Cañada College Aquatics & Wellness Building | San Mateo County CCD
- New Miwok Recreation and Aquatic Center | Marin CCD
- Addison-Penzak Jewish Community Center Aquatic Center | Los Gatos, CA
- Osher Marin Jewish Community Center Aquatic Center | San Rafael, CA
- YMCA Design Services | Bay Area Locations
- International Swim Center | City of Santa Clara
- Ford Park Aquatics Center Concept | City of Bell Gardens
- Windsor Recreation Center Concept | City of Windsor
- Sierra College Recreation Center Concept | Sierra Joint CCD
- Nashville Mixed-Use and Entertainment District | Nashville, TN
- Stonestown Galleria | San Francisco, CA
- Bayfair Mall | San Leandro, CA
- NewPark Specific Plan | Newark, CA
- Fremont Civic Center | Fremont, CA
- Kaiser Medical Office and Cancer Center | Dublin, CA*
- Sutter Health Hospital Campus Interior Design | San Francisco, CA*

* project completed prior to ELS

tchan@elsarch.com

Tracy W. Chan, Assoc. AIA

DESIGNER - BIM LEADER

Tracy joined ELS as a Designer in 2014 and has worked on a variety of projects in sectors including education, sports and recreation, retail, arts and entertainment, and historic renovations. On an office-wide basis, she leads the BIM Resources group and the BIM/Revit sector of the Design Technology group to develop efficient workflows.

Design-oriented with a technical background, Tracy facilitates projects through consultant coordination, drafting, and detailing, while also supporting senior staff by creating renderings, 3D models, inspiration boards, and visual communication diagrams. Tracy has worked on all phases of projects from conceptual design to construction.

EDUCATION

Bachelor of Architecture and Minor in Sustainable Design with High Honors, UC Berkeley, 2014

YEARS IN DESIGN FIELD

4 Years

YEARS WITH FIRM

4 Years

REFERENCES

Jack Herbert, Project Executive, Swinerton Management & Consulting/San Mateo Community College District, 510.910.4536, jherbert@swinerton.com

Kevin Brady, Senior Estimator, Blach Construction, 408.244.7100, kevin.brady@blach.com

Chris Beth, Director, Parks, Recreation and Community Services, City of Redwood City, 650.780.7253, cbeth@redwoodcity.org

RELEVANT EXPERIENCE

- Rengstorff Aquatics Center | City of Mountain View
- Veterans Memorial Senior Center & Aquatic Center | City of Redwood City
- International Swim Center | Santa Clara, CA
- Addison-Penzak Jewish Community Center Aquatic Center | Los Gatos, CA
- Osher Marin Jewish Community Center Aquatic Center | San Rafael, CA
- UC San Diego Canyonview Recreation Center | San Diego, CA
- Cal Poly SLO Mustang Athletic Facility | San Luis Obispo, CA
- Santa Rosa Junior College KAD Precinct | Santa Rosa, CA
- Cañada College Kinesiology & Wellness Building | San Mateo County CCD
- BAHIA Childcare Center Improvements | Berkeley, CA
- RH at Pier 70 | San Francisco, CA
- Las Montañas Marketplace | Indio, CA
- Stonestown Galleria | San Francisco, CA
- Stonebriar Centre | Frisco, TX
- Hunan Broadcasting Studios | Changsha, China

kelmore@elsarch.com

EDUCATION
Bachelor of Architecture, University of Oregon

YEARS IN DESIGN FIELD
5 Years

YEARS WITH FIRM
5 Years

REFERENCES
Amy Wooldridge, Director, Recreation & Parks, City of Alameda, 510.747.7570, awooldridge@alamedaca.gov

Kevin Brady, Senior Estimator, Blach Construction, 408.244.7100, kevin.brady@blach.com

Chris Beth, Director, Parks, Recreation and Community Services, City of Redwood City, 650.780.7253, cbeth@redwoodcity.org

Kelly Elmore, LEED AP BD+C

DESIGNER - SUSTAINABILITY SPECIALIST

Kelly joined ELS as a Designer shortly after graduating from the University of Oregon in 2016 and has worked on a variety of projects in sectors including retail, residential, mixed-use, office, and sports & recreation, and is an active member of the ELS Sustainability Committee and Design Tech Group. Environmentally conscious and artistically driven, Kelly supports senior staff by creating renderings, 3D models, inspiration boards, visual communication diagrams, and energy models. Kelly has worked on many project phases from design to completion and within the Design Tech Group she leads the energy modeling sector.

RELEVANT PROJECTS

- Rengstorff Aquatics Center | City of Mountain View
- Veterans Memorial Senior Center & Aquatic Center | City of Redwood City
- City Aquatic Center | City of Alameda
- Elk Grove Civic Aquatics Center | City of Elk Grove
- Addison-Penzak Jewish Community Center Aquatic Center | Los Gatos, CA
- Osher Marin Jewish Community Center Aquatic Center | San Rafael, CA
- Recreational Sports Facility Universal Locker Room | UC Berkeley
- Mental Health Services Offices ZNE Renovation | City of Berkeley
- Stonestown Galleria Redevelopment | San Francisco, CA
- NewPark Specific Plan | City of Newark
- Office Building | Austin, TX
- Headquarters | Fremont Bank
- Metreon | San Francisco, CA

els/ PERSONNEL/CONSULTANT/AG

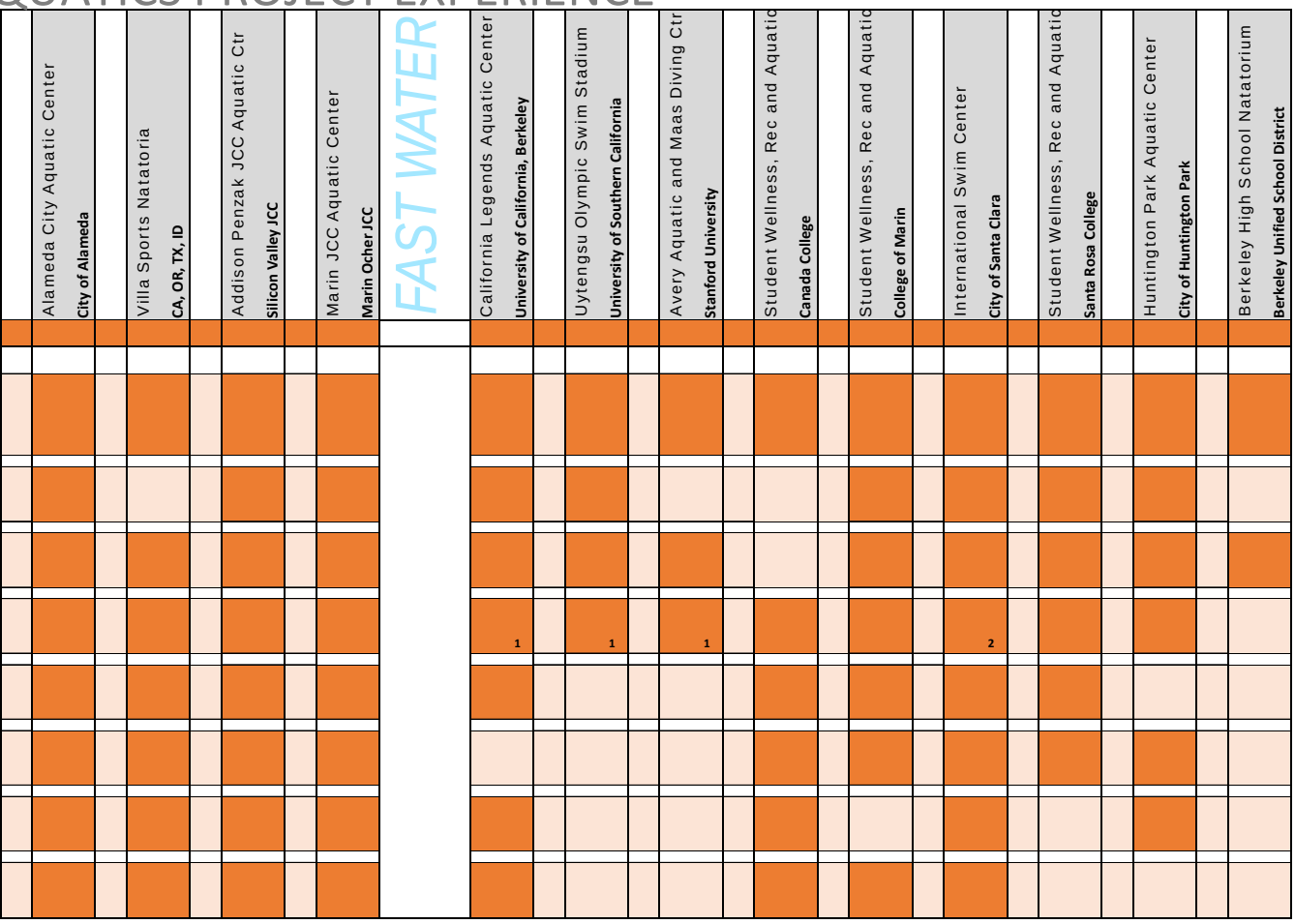
	Percentage Availability of Key Personnel	FUN WATER	Elk Grove Civic Aquatic Center City of Elk Grove		East Oak Sports and Aquatics City of Oakland		Redwood City Vet's Mem. Sr. Ctr City of Redwood City		Rengstorff Aquatic Center City of Mountain View		Balboa Pool City of San Francisco		Morgan Hill Aquatic Center City of Morgan Hill
ELS Architecture and Urban Design													
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C Principal in Charge ***(Always available to the City and PM - Mobile# 510-684-1159)***	25%												
Kim-Van Truong, AIA, LEED AP BD+C, Assoc DBIA Project Manager/CA Lead	90%												
Anthony Grand, AIA, LEED AP BD+C Design Director	65%												
Dana Vollmer-Grant, Assoc AIA, WELL AP Aquatics and Recreation Programming Specialist	30%												
Amnuay Amnuaydejkorn, AIA, Senior Associate Project Captain/CA Co-Lead	90%												
Danwei Wang, Associate Designer - Computational Specialist	80%												
Tracy Chan, Assoc AIA Designer - BIM Manager	80%												
Kelly Elmore, Assoc AIA, LEED AP BD+C Designer - Sustainability Specialist	80%												

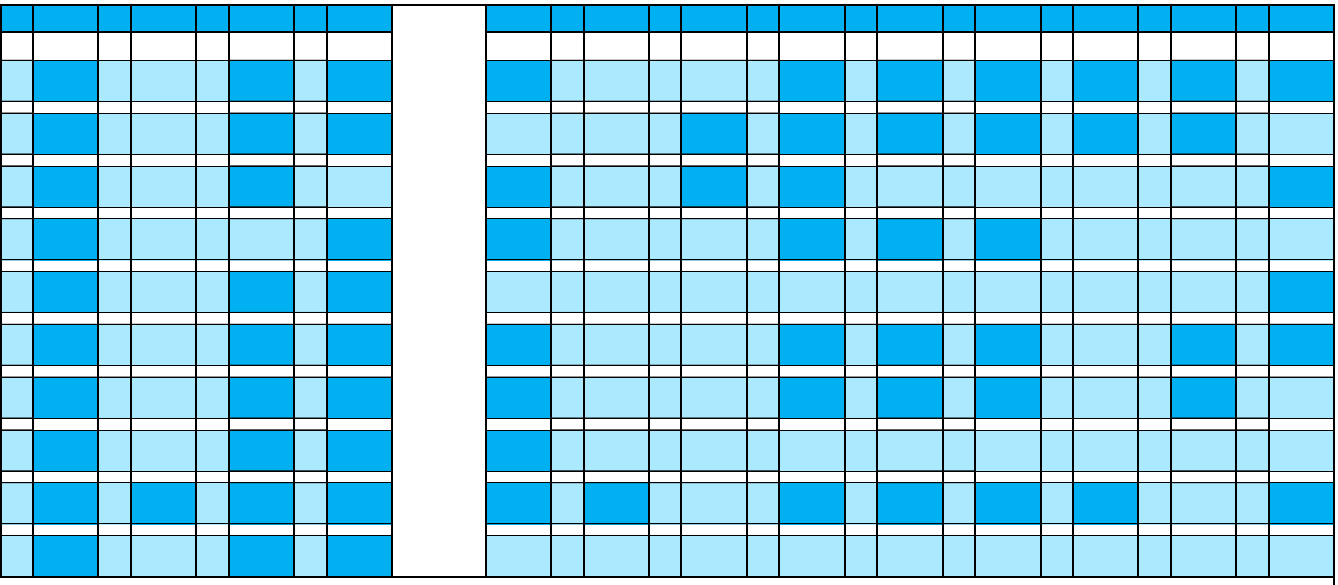
The above "percentage of availability" are estimates, and are subject to adjustment.
At this time, all known project overlaps and/or time contingencies
are accounted for in the stated estimated percentages.

Consultant Team													
Aquatic Design Group Aquatics Consultant													
SWA Landscape Architect													
BKF Civil Engineering													
Forell/Elsesser Structural Engineering													
Guttmann & Blaevoet MEP, Fire Protection and Low Voltage Engineering													
Salter Acoustical Engineering													
Simpson, Gumpertz and Heger High Performance Building Envelope Engineering													
Heacock + Unvarsky LEED Administration + Commissioning													
Code Preview Group													
Cost Estimating Mack 5													

1 **Dana competed as an NCAA and Olympic Champion in this ELS-designed facility.**
2 **Dana competed at the Arena Grand Prix and TYR Professional Swimming Circuit at the current ISC site.**
She is now part of the ELS team assisting the City of Santa Clara with programming efforts for the new facility.

QUATICS PROJECT EXPERIENCE





"The Avery Aquatic Center provides the Stanford student-athletes with the finest training and competition aquatics facilities in the world."

- Richard Quick, Women's Head Swimming Coach, Stanford University

2.6.5
+ appendices

"Stanford's pool situation is proof positive of the incredible power of its athletic department...Everything about the new pools is state-of-the-art, from the invisible gutters to the so-called 'Jenny Thompson Ledge' that runs deep along the edge of the lap pool for a tired swimmer to lean on. The Stanford facility is currently the only world-class complex in the Bay Area."

- San Francisco Chronicle Magazine

Stanford University Avery Aquatic Center | Stanford, CA

els/

"During presentations at the various stakeholder meetings, the design team has been attentive to feedback and will take this input under consideration as the schematic designs are finalized....."

- Nicole Cruz, Public Relations
College of Marin

2.6.5.1

+ appendix: subconsultant resumes

"The pool's solar panels and geothermal exchanges will help offset electricity costs..... SunEdison will begin installing solar panels in the parking lot this summer."

– Greg Nelson, Vice President for Finance
College of Marin

College of Marin New Miwok Recreation and Aquatic Center | Kentfield, CA

els/

dberkshire@aquaticdesigngroup.com

Dennis Berkshire

AQUATICS PRINCIPAL-IN-CHARGE

Dennis is a Principal at Aquatic Design Group. He has over 40 years of experience in the aquatics industry, with national field experience in swimming pool design, construction and operation, and training. Dennis chaired the Operator Training Module for the Model Aquatic Health Code and is working with National Sanitation Foundation as a member of the Joint Committee on Recreational Water Facilities.

As an instructor for the Certified Pool Operator course and the Aquatic Facility Operator course, he has trained over 1,000 swimming pool and aquatic facility operators. In addition, Dennis was name as one of "Power 25" by Aquatics International Magazine for his efforts in shaping the Model Aquatic Health Code.

EDUCATION

Business Administration, San Jose State University

General Studies, Delta State University

YEARS IN DESIGN FIELD

40 Years

YEARS WITH FIRM

22 Years

REFERENCES

Toks Ajike, Director of Capital & Planning, Recreation and Parks Department, City of San Francisco, 415.581.2543, toks.ajike@sfgov.org

Michael Boitnott, CIP Manager, City of Dublin, 925.833.6630, michael.boitnott@dublin.ca.gov

Jason Behrmann, City Manager, City of Elk Grove, 916.478.2200 jbehrmann@elkgrovecity.org

RELEVANT PROJECTS

- Rengstorff Park Pools Replacement (with ELS) | Mountain View, CA
- Elk Grove Aquatic Center (with ELS) | Elk Grove, CA
- Balboa Park Pool (with ELS) | San Francisco, CA
- Alga Norte Community Park and Aquatic Center | Carlsbad, CA
- Bay Meadows | San Mateo, CA
- Belvedere Community Park Pool | Los Angeles, CA
- Garfield Square Pool | San Francisco, CA
- The Wave @ Emerald Glen | Dublin, CA
- Hamilton Pool Renovation | Novato, CA
- International Swim Center (with ELS) | Santa Clara, CA
- West Sacramento Recreation Center | West Sacramento, CA
- East Oakland Aquatics Center (with ELS) | Oakland, CA
- Arcadia Park Norman S. Johnson Pool | Arcadia, CA
- Fontana Park Aquatic Center | Fontana, CA
- Jurupa Valley Aquatic Center "The Cove" | Riverside, CA
- Larkey Pool Modernization | Walnut Creek, CA

swa

mesposito@swagroup.com

Marco Esposito, RLA

LANDSCAPE ARCHITECT PROJECT PRINCIPAL

Marco Esposito is a Principal at SWA. As a landscape architect and urban designer he is focused on creating vibrant, iconic, walkable outdoor places. Marco has 37 years of experience, on civic projects of all sizes. He has expertise in civic community and college campuses and facilities including the award-winning Global Plaza, the campus social heart for Rochester Institute of Technology, the Elk Grove District56 Commons for Elk Grove, California, and the Cañada College Kinesiology & Wellness Center. He has extensive experience with recreation and aquatics facilities, including current work with the Rengstorff Park Aquatics Center, Redwood City Community & Aquatics Center, College of Marin Miwok Recreation & Aquatics Center, and the Millbrae Recreation Center.

EDUCATION

Bachelor of Arts in Landscape Architecture, with High Honors, 1984, UC Berkeley

PROFESSIONAL REGISTRATION

California Landscape Architect License #2908

YEARS IN DESIGN FIELD

37 Years

YEARS WITH FIRM

21 Years

REFERENCES

Chris Beth, Director, Parks, Recreation and Community Services, City of Redwood City, 650.780.7253, cbeth@redwoodcity.org

Jack Herbert, Project Executive, Swinerton Management & Consulting/ San Mateo Community College District, 510.910.4536, jherbert@swinerton.com

David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

RELEVANT PROJECTS

- Rengstorff Park Aquatics Center | Mountain View, CA
- Redwood City Community Center & Aquatics Center | Redwood City, CA
- Veterans Memorial Senior Center & Aquatic Center (with ELS) | City of Redwood City
- Elk Grove Aquatics Center | Elk Grove, CA
- Cañada College Kinesiology & Wellness Building | Redwood City, CA
- College of Marin Miwok Recreation & Aquatics Center | Novato, CA
- Millbrae Recreation Center | Millbrae, CA
- Santa Rosa Junior College Athletics Modernization | Santa Rosa, CA
- South San Francisco Community Campus | South San Francisco, CA
- 2018 Winter Olympics Nordic Events Venues | PyeongChang, South Korea
- Belmont Community Center & Park | Belmont, CA
- Calabazas Park Community Center Master Plan | San Jose, CA
- College of Marin Learning Resource Center & Social Slope | Kentfield, CA
- Elk Grove District56 Commons | Elk Grove, CA
- Elk Grove District56 Community Center | Elk Grove, CA
- Elk Grove District56 Civic Center Park (The Preserve) | Elk Grove, CA
- Global Plaza, Rochester Institute of Technology | Rochester, NY
- Marin Jewish Community Center Pool Renovation | San Rafael, CA
- San Bruno City Park Recreation & Aquatics Center | San Bruno, CA
- Yorba Linda Public Library & Cultural Arts Center | Yorba Linda, CA
- San Diego State University South Campus Plaza | San Diego, CA

jlamon@bkf.com

John Lamon, PE

CIVIL & SURVEY PROJECT MANAGER

John Lamon is a Civil Project Manager at BKF Engineers. Mr. Lamon is well-versed in all facets of civil engineering. He has extensive experience in project design and development, including conceptual design, underground utility design, site development, grading plans, construction administration, and construction cost estimating. He has successfully completed many projects on the Stanford University, U.C. Berkeley, U.C. Santa Cruz, and U.C. Davis campuses, as well as projects for Cal Poly San Luis Obispo the U.S. Army Corps of Engineers, the U.S. Navy Engineering Command, the cities of San Carlos, Redwood City, and Dublin, and the counties of San Mateo and Santa Clara. His clients also include engineers, architects, developers, individual property owners, and various government agencies.

EDUCATION

Bachelor of Science, University of California, Berkeley

PROFESSIONAL REGISTRATION

Professional Civil Engineer, CA No. 36739

YEARS IN DESIGN FIELD

41 Years

YEARS WITH FIRM

37 Years

REFERENCES

Steven Chung, Principal, Gensler, 213.327.3850, Steve_Chung@gensler.com

Ellen Owens, Project Manager, UC Berkeley, 510.643.3921, eowens@berkeley.edu

Tony Matulich, Project Manager, Blach Construction, 408.869.8374, tony.matulich@blach.com

RELEVANT PROJECTS

- UC Berkeley Legends Aquatic Center (with ELS) | Berkeley, CA
- Cañada College Kinesiology & Wellness Building (with ELS) | San Mateo CCD
- SJSU Student Recreation & Aquatic | San Jose, CA
- Oakley Recreation Project | Oakley, CA
- Dublin Community Park | Dublin, CA
- City of Monterey Sports | Monterey, CA
- California Polytechnic State University, Recreation & Sports | San Luis Obispo, CA
- Santa Clara Civic Auditorium | Santa Clara, CA
- Sports Training Complex 49ers Training Camp | Santa Clara, CA

FORELL ELSESSER

a.nudel@forell.com

Allen Nudel, SE, LEED AP

PRINCIPAL-IN-CHARGE, STRUCTURAL ENGINEERING

Allen is a Principal at Forell/Elsesser Engineers. Allen has extensive experience in new construction, seismic retrofit, and historic renovation projects of civic facilities. Allen brings 26 years of structural engineering experience and is particularly adept with design optimization of structural materials and systems. Allen is organized, methodical and detailed, and is known for his design creativity and exceptional production of coordinated contract documents.

EDUCATION

Master of Science, Structural Engineering, University of California, Berkeley

BS, Architectural Engineering, California Polytechnic State University, San Luis Obispo, CA

PROFESSIONAL REGISTRATION

California SE License #4508

YEARS IN DESIGN FIELD

26 Years

YEARS WITH FIRM

21 Years

REFERENCES

Clarence Mamuyac, President, ELS, 510.549.2929, cmamuyac@elsarch.com

Jose Nunez, Vice Chancellor, San Mateo CCD, 650.574.6512, nunezj@smccd.edu

Greg Nelson, Vice President of Finance, Marin Community College District, 415.883.2211, gnelson@marin.edu

RELEVANT PROJECTS

- UC Berkeley Legends Aquatic Center (with ELS) | Berkeley, CA
- Cañada College Kinesiology & Wellness Building (with ELS) | San Mateo CCD
- College of Marin, Miwok Campus, Aquatic Facility (with ELS) | Novato, CA
- Elk Grove Civic Aquatic Center (with ELS) | Elk Grove, CA
- Millbrae Recreation Center (with ELS) | Millbrae, CA
- Veterans Memorial Senior Center & Aquatic Center (with ELS) | Redwood City, CA
- College of San Mateo, Health and Wellness | San Mateo, CA
- SJSU Spartan Athletics Center | San Jose, CA
- City of South San Francisco, Civic Campus | San Francisco, CA
- Taube-Koret Campus for Jewish Life, Community Center | Palo Alto, CA
- San Francisco Olympic Club | San Francisco, CA
- South San Francisco, Civic Campus | South San Francisco, CA
- City of Cupertino Civic Center, Library and Community Hall | Cupertino, CA
- UC Berkeley, California Memorial Stadium | Berkeley, CA
- San Francisco University High School Academic & Athletics Building | San Francisco, CA
- City of Carmichael Library | Carmichael, CA
- City of Morgan Hill Library | Morgan Hill, CA
- City of Portola Valley, Town Center | Portola Valley, CA

gsingh@gb-eng.com

Gurdaver Singh, PE, LEED AP

ENGINEERING MANAGER FOR MEP, FIRE PROTECTION AND LOW VOLTAGE

Gurdaver is a Principal at Guttmann & Blaevoet. He joined the firm in 2004 and brings 30 years of experience as a principal engineer in mechanical and electrical design for building services in civic, community, and recreation projects. He will serve as the Principal-in-Charge for MEP design and will oversee the design of HVAC and plumbing systems for this project. An award-winning engineer, Gurdaver not only provides exceptional project management, delivering on time and within budget, but brings practical and creative solutions to achieve zero net energy, all-electric design for carbon reduction, and water conservation.

As a strong proponent of sustainable design, he specializes in low to zero net energy buildings. Educated and professionally trained in the United Kingdom, he is very familiar with both LEED and BREEAM (UK) criteria.

Gurdaver has led the mechanical and plumbing systems design of numerous recreational and sports center projects for various client types including civic and educational. He has extensive experience working with city, county, and district clients and knowledge of their standards, requirements, and approval processes.

In addition, he is currently working on the Rengstorff Park Aquatics Center for the City of Mountain View (with ELS) and the Student Athlete Performance Center for University of California, Davis; and recently completed the Spartan Recreation & Aquatic Center for San Jose State University, which achieved LEED Gold certification.

EDUCATION

Bachelor of Science with Honors in Mechanical Engineering, Dundee University, UK

PROFESSIONAL REGISTRATION

California Eng. License #M33399

YEARS IN DESIGN FIELD

30 Years

YEARS WITH FIRM

17 Years

REFERENCES

David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

Adam Bayer, Senior Electrical Engineer, UC Santa Cruz (formerly San Jose State University), 831.459.2517, abayer@ucsc.edu

Victor Takahashi, Director of Planning, Design & Construction, CSU Sacramento, 916.278.7612, vtakahas@csus.edu

RELEVANT PROJECTS

- Rengstorff Park Aquatics Center (with ELS) | Mountain View, CA
- San Jose State University Spartan Recreation & Aquatic Center | San Jose, CA
- San Leandro Senior Center | San Leandro, CA
- Pickleweed Park Community Center | San Rafael, CA
- Walnut Creek Library | Walnut Creek, CA
- UC Davis Student Athlete Performance Center | Davis, CA
- UC Davis Student Health & Wellness Center | Davis, CA
- CSU Sacramento Hornet Commons w/ Clubhouse & Pool | Sacramento, CA
- The Vintage Club Club House Renovation | Indian Wells, CA
- El Encanto Hotel & Villas New Swimming Pool and Pool House | Santa Barbara, CA

Salter

jduty@salter-inc.com

Jason Duty, PE

ACOUSTICS - PROJECT MANAGER

Jason is a Senior Vice President at Salter and has been an acoustical consultant with Salter since 1996. He specializes in architectural acoustics, noise and vibration control, and environmental noise mitigation. He also provides noise control recommendations for mechanical ventilation equipment control. Typical projects include acoustical design for educational facilities, multi-purpose auditoria, theaters, office buildings, film and broadcast studios, and housing projects. In addition, Jason develops computer models and acoustical simulations.

EDUCATION

Bachelor of Engineering in Electrical Engineering, Dartmouth College

Bachelor of Arts in Engineering and Music, Certificate Environmental Studies, Dartmouth College

PROFESSIONAL REGISTRATION

California Electrical Engineer #17924

YEARS IN DESIGN FIELD

25 Years

YEARS WITH FIRM

25 Years

REFERENCES

Allan Nunez, Designer, EHDD, 415.214.7278, a.nunez@ehdd.com, San Domenico Aquatic Center Pool

Bernie Rogers, Staff Mechanical Engineer, Terracon, 949.864.2052, bernie.rogers@terracon.com, Centennial Union HS Natatorium

Michael Stoner, Principal, Lake Street Ventures, 650.327.0670, michael@lakestreetventures.com, Menlo Country Club Expansion

RELEVANT PROJECTS

- Millbrae Recreation Center (with ELS) | Millbrae, CA
- Veteran's Memorial Senior Center (with ELS) | Redwood City, CA
- Redwood City Women's Clubhouse (with ELS) | Redwood City, CA
  Jewish Community Center of SF | San Francisco, CA
- Menlo College Athletic Facilities | Atherton, CA
- Town School for Boys Theater/Gym | San Francisco, CA
- Santa Teresa High School Auditorium Modernization | San Jose, CA
- Harker School Performing Arts and Gymnasium | San Jose, CA
- University High School Renovations | San Francisco, CA
- Sequoia HS Academic Wing HVAC Upgrade | Redwood City, CA

jtstafford@sgh.com

Jonathan T. Stafford, P.E., RRC, LEED AP

PRINCIPAL IN CHARGE, WATERPROOFING

Jonathan Stafford has more than 20 years of experience in the investigation and design of major commercial, institutional, and residential buildings for waterproofing issues including roofs, plaza decks, and below-grade spaces. He consults with architects, contractors, and building owners in the design of the building envelope for new projects and to analyze and repair water intrusion problems and construction defects for existing structures. Mr. Stafford is a licensed Professional Engineer in California and is a Roof Consultants Institute (RCI) Registered Roof Consultant.

EDUCATION

Bachelor of Science in Architectural Engineering, California Polytechnic University

PROFESSIONAL REGISTRATION

California Engineer License #62496

YEARS IN DESIGN FIELD

23 Years

YEARS WITH FIRM

23 Years

REFERENCES

Susan Vutz, Associate Principal, ELS
510.549.2929, svutz@elsarch.com

Tom Armstrong, Director, DeAnza Community College District, 650.949.6267, armstrongtom@fhda.edu

Brian Azzopardi, Project Manager, Blach Construction, 408.869.8419, brian.azzopardi@blach.com

RELEVANT PROJECTS

- Cañada College Kinesiology & Wellness Building (with ELS) | San Mateo County CCD
- Palo Alto High School Gym | Palo Alto, CA
- Winslow Street Development | Redwood City, CA
- Stanford Law School, Stanford University | Palo Alto, CA
- Stanford University Office Building | Palo Alto, CA
- Main Street Cupertino Mixed Use Development | Cupertino, CA
- Mission College Office Building | San Jose, CA
- San Francisco Yacht Club | Belvedere, CA
- 240 Pacific Street | San Francisco, CA
- CSU Chico Meriam Library | Chico, CA
- Squaw Creek Resort and Spa | Olympic Valley, CA
- DeAnza College Library | Cupertino, CA

HEACOCK
Sustainability

mh@michaelheacock.com

Michael Heacock, AIA, LEED AP

SUSTAINABILITY AND LEED ADMINISTRATOR

Michael Heacock is an Architect who has participated in the planning, design, management and construction of projects ranging in scope from multi-million dollar mixed-use green commercial developments to 1,000 square foot pre-fabricated mountain retreats. With diverse experience and a 20 year focus on ecological design, we work with project teams to design and build high-performance projects. Notable projects include the O'Hanlon Center for the Arts, Mill Valley Lumber Yard, Marin Montessori School, 5 LEED Platinum net-zero faculty residences at Cate School, and a LEED Childcare Center at Cate School. We have collaborated on large scale institutional projects including 3 LEED Pool Facilities, such as Cal Aquatics at U.C. Berkeley and the East Oakland Aquatics Center. Prior to the existence of LEED, we worked on numerous green building projects at Berea College, including the 28 unit Ecovillage, a K-3 Child Development Center, and a Living Machine which processes all black water at the Ecovillage for reuse.

EDUCATION

Master of Architecture, Southern California Institute of Architecture

Bachelor of Arts in Studio Art, UC Santa Barbara

Taliesin West Summer Design Studio

Arcosanti Summer Construction Workshop

PROFESSIONAL REGISTRATION

California Architect License #C32082

YEARS IN DESIGN FIELD

25 Years

YEARS WITH FIRM

15 Years

REFERENCES

Toks Ajike, Director of Capital & Planning, Recreation and Parks Department, City of San Francisco, 415.581.2543, toks.ajike@sfgov.org

Peter Schnugg, Project Manager/Donor Group Representative, Spieker Foundation, 510.207.4629, pschnugg@pacbell.net

RELEVANT PROJECTS

- Balboa Park Pool (with ELS) | San Francisco, CA
- UC Berkeley Legends Aquatic Center (with ELS) | Berkeley, CA
- Hillsdale North Block (with ELS) | San Mateo, CA
- East Oakland Aquatics Center (with ELS) | Oakland, CA
- Cate School Pool Facility | Carpenteria CA
- Mill Valley Lumber Yard | Mill Valley, CA
- O'Hanlon Center for the Arts | Mill Valley, CA
- Marin Montessori School | Corte Madera, CA
- MMS at St. Vincent's School | San Rafael CA
- Pool House | Sacramento, CA
- California Clean Energy Fund | San Francisco, CA

rick unvarsky
commissioning

rick@rucs-inc.com

Richard Unvarsky, P.E., LEED AP

LEED COMMISSIONING AGENT

Rick Unvarsky graduated with a Bachelors of Architectural Engineering, specializing in Mechanical Systems, in 1995 and began his career designing HVAC, plumbing, fire protection and medical gas systems, and continued working in building mechanical system design for seven years. Rick is a licensed mechanical professional engineer in the state of California. Rick then spent five years working for a high-tech building general contractor as the MEP manager. During this time Rick oversaw the design, construction and commissioning of building mechanical, electrical and plumbing systems in the commercial, pharmaceutical, semi-conductor and medical industries.

In 2007 Rick moved back to the consulting world and became a commissioning authority for a larger firm, and then founded Rick Unvarsky ConsultingServices (R.U.C.S.) a year later. Rick's background in design and construction uniquely qualifies him for the role as commissioning authority, allowing him to work more productively with the team during all phases of design and construction. R.U.C.S. has successfully completed more than 300 projects in the last 14 years, and approximately 95% of projects are with repeat clients Google, Apple, eBay, the Presidio Trust, the YMCA, and the University of San Francisco.

EDUCATION

Penn State University,
Architectural Engineering,
ABET Accredited, HVAC
Specialization

PROFESSIONAL REGISTRATION

Mechanical Engineer
License #31032

YEARS IN DESIGN FIELD

26 Years

YEARS WITH FIRM

14 Years (Founder)

REFERENCES

Jeanne Miernyk
Construction Project
Manager
Presidio Trust
415.740.4104
jmiernyk@presidiotrust.
gov

Suzanne Brown
Principal
Equity Community
Builders
415.577.3723
suzanne@ecbsf.com

RELEVANT PROJECTS

- Balboa Park Pool (with ELS) | San Francisco, CA
- East Oakland Aquatics Center (with ELS) | Oakland, CA
- Veteran's Memorial Senior Center (with ELS) | Redwood City, CA
- San Jose City Hall Controls Upgrade | San Jose, CA
- Tech Museum Controls Upgrade | San Jose, CA
- Presidio Building 105 Hotel | San Francisco, CA
- Stanford EH&S Building | Palo Alto, CA
- Lucie Stern Children's Theater | Palo Alto, CA
- A.C.T. Strand Theater | San Francisco, CA
- YMCA of Santa Clara | Santa Clara, CA
- Berkeley YMCA | Berkeley, CA

swinkel@preview-group.com

Steven R Winkel, FAIA, PE, CASP

BUILDING CODE AND ACCESSIBILITY CONSULTANT

Steven R Winkel is a nationally recognized Building Code and Accessibility Consultant. He is a partner in The Preview Group, Inc and the West Coast office manager. Steven has almost 50 years of experience in various design disciplines. He has extensive experience with ELS Architecture + Urban Design serving as the building code and accessibility consultant on many of their recreational and aquatic facilities.

Steven served for 19 years as the Architect Commissioner on the California Building Standards Commission and was Vice-chair at the time of his retirement. This commission approves the California amendments to model codes and publishes the state building codes, including California accessibility regulations. His participation in the national model code development process and on the Commission gives Steven a unique understanding of building code and accessibility requirements and interpretation. He was also on the Board of Directors of the National Institute of Building Sciences (NIBS) from 2009 through 2015. He is the author, along with noted illustrator Frank Ching, of the well-received book *Building Codes Illustrated*, for which the updated seventh edition is in preparation for publication by John Wiley & Sons. He regularly teaches code update seminars to many architecture firms and AIA Chapters.

EDUCATION

Bachelor of Arts in Environmental Design, Architecture Emphasis, University of California, Berkeley

PROFESSIONAL REGISTRATION

California Architect License #C9284

California Civil Engineer #C31003

California Landscape Architect #1680

California Certified Access Specialist #CASp-062

RELEVANT PROJECTS

- East Oakland Aquatics Center (with ELS) | Oakland, CA
- Elk Grove Civic Aquatics Center (with ELS) | Elk Grove, CA
- UC Berkeley Legends Aquatics Center (with ELS) | Berkeley, CA
- College of Marin Miwok Center (with ELS) | Kentfield, CA
- USC Uytengsu Aquatics Center (with ELS) | Los Angeles, CA
- Balboa Park Pool (with ELS) | San Francisco, CA
- Cañada College Aquatics and Wellness Building (with ELS) | Redwood City, CA

REFERENCES

Alvin Wong, Former City Architect, City of Elk Grove, 916.936.6183

Danny Lau, Project Manager (Retired), City of Oakland, 510.238.7211

Jack Herbert, Project Executive, Swinerton Management & Consulting/San Mateo Community College District, 510.910.4536, jherbert@swinerton.com

cmadrid@mack5.com

CYNTHIA MADRID, CPE

SENIOR COST ESTIMATOR

Cynthia Madrid is a Senior Cost Manager at Mack5. She has over 30 years of experience in the building profession working on behalf of cost consulting firms. Her extensive experience includes cost estimating, preparing bills of quantities, evaluation of change orders, value engineering, post contract administration, cost reconciliation with third-party consultants/contractors, and peer review of cost estimates prepared by third-party consultants.

Cynthia has expertise in recreational and aquatic facilities, including new construction, retrofits/renovations, and assessments/feasibility/program-level cost plans and estimates.

EDUCATION

Bachelor of Science in Civil Engineering, Adamson University, Philippines

Bachelor of Science in Sanitary Engineering, National University, Philippines

PROFESSIONAL REGISTRATION

Certified Professional Estimator

YEARS IN DESIGN FIELD

30 Years

YEARS WITH FIRM

6 Years

REFERENCES

Amanda Rotella, City of Santa Cruz, 831.420.5316, arotella@cityofsantacruz.com

Zachary Dahl, Town of Los Altos Hills, 650.947.2507, zdahl@losaltoshills.ca.gov

Sam Bautista, City of Pacifica, 650.738.3771, bautistas@ci.pacifica.ca.us

RELEVANT PROJECTS

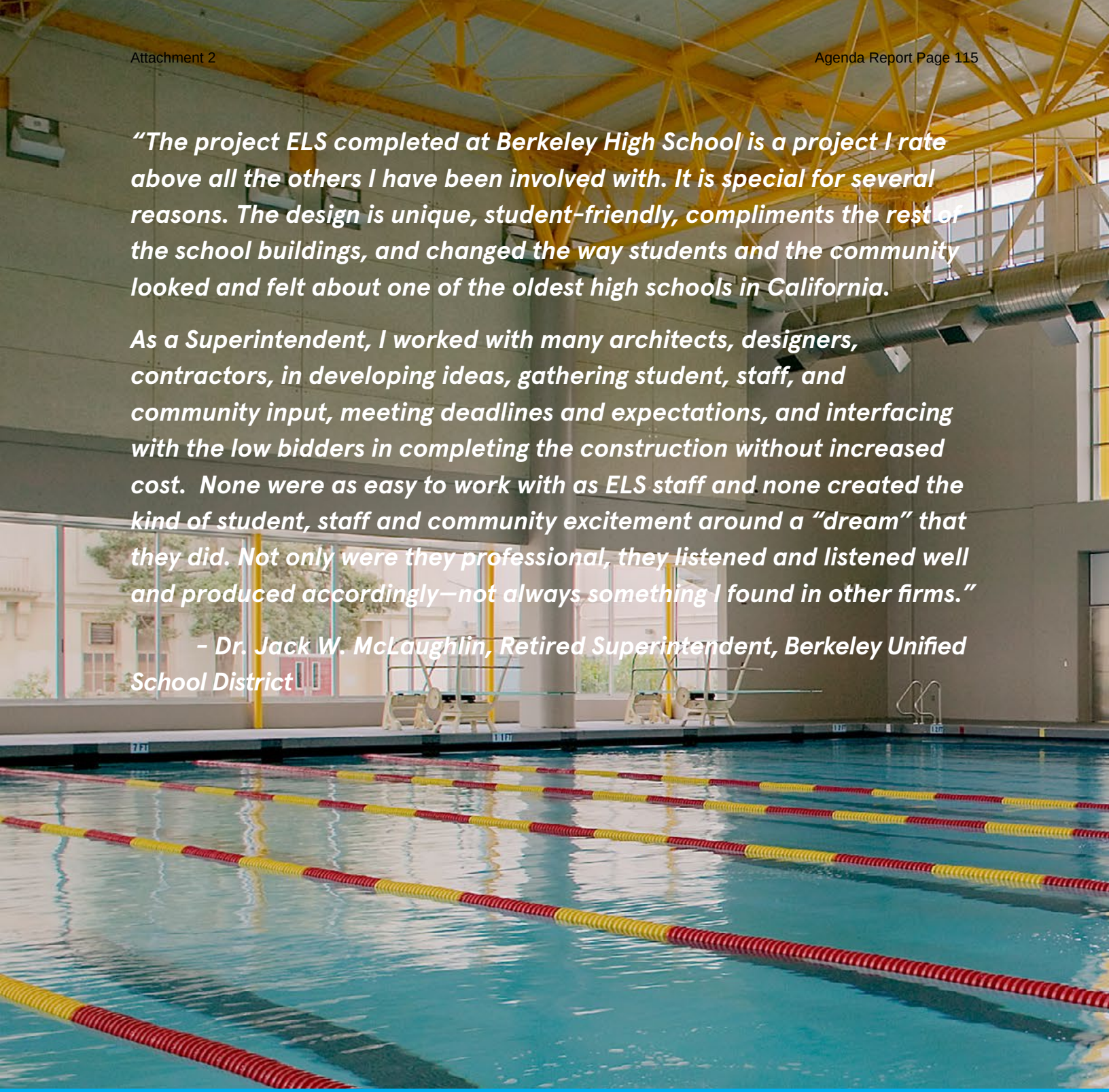
- Rengstorff Park Aquatic Center (with ELS) | Mountain View, CA
- Washington Community Swim Center | Sunnyvale, CA
- Campbell Aquatic Facility | Campbell, CA
- Robinson Park Pool & Building | Pasadena, CA
- Mayfair Community Center and Pool | San Jose, CA*
- San Bruno Recreation and Aquatic Center | San Bruno, CA
- Gene Friend Recreation Center | San Francisco, CA
- Castlewood Country Club – Clubhouse Remodel & New Sports Center | Pleasanton, CA
- San Francisco Yacht Club Regatta Center | Belvedere, CA
- Cherryland Community Center | Hayward, CA
- Downtown Event Center & Plaza | Fremont, CA
- EPACENTER ARTS | East Palo Alto, CA

**Project completed prior to joining Mack5*

"We are happy to partner with our friends at ELS to bring College of Marin a facility that will meet so many needs in one space. From enhancing the school's overall educational and wellness offerings to bringing high-caliber fitness and recreation options to the community, we look forward to the next exciting phase of building the Miwok Aquatic and Fitness Center."

– Kim Scott, Vice President
Blach Construction

College of Marin New Miwok Recreation and Aquatic Center| Kentfield, CA



"The project ELS completed at Berkeley High School is a project I rate above all the others I have been involved with. It is special for several reasons. The design is unique, student-friendly, compliments the rest of the school buildings, and changed the way students and the community looked and felt about one of the oldest high schools in California.

As a Superintendent, I worked with many architects, designers, contractors, in developing ideas, gathering student, staff, and community input, meeting deadlines and expectations, and interfacing with the low bidders in completing the construction without increased cost. None were as easy to work with as ELS staff and none created the kind of student, staff and community excitement around a "dream" that they did. Not only were they professional, they listened and listened well and produced accordingly—not always something I found in other firms."

– Dr. Jack W. McLaughlin, Retired Superintendent, Berkeley Unified School District

2.6.5.2

+ appendix: financial letter

Berkeley High School Natatorium | Berkeley, CA

els/

Berkeley High School Natatorium | Berkeley, CA

CALIFORNIA
BANK OF COMMERCE

1300 Clay Street, Fifth Floor
Oakland, CA 94612

510.457.3615
CaliforniaBankofCommerce.com

August 26, 2021

To Whom It May Concern:

This is to advise that ELS has been a valued client of California Bank of Commerce since April 2020.

ELS maintains several business deposit accounts with California Bank of Commerce. Payments are timely and accounts have been handled as agreed. We can attest to ELS' creditworthiness.

Sincerely,

Shashi Singh

Shashi Singh
Vice President/Senior Banking Services Officer

"It has been my pleasure to work with Clarence Mamuyac and Team at ELS Architecture and Urban Design on the Canada College Kinesiology & Wellness Center at Canada College. ELS's diligence and perseverance to work through each of the site and design challenges they faced demonstrates their commitment to excellence. This facility will become the flagship building for San Mateo Community College District. It has been a pleasure to work with the Team at ELS Architecture & Urban Design and to be a part of their design process and see this collaborative design realized. I look forward to working with them on future projects."

– Linda, J. Rizzoli, Associate DBIA, CCM, LEED AP,
Sr. Project Manager, Swinerton Management & Consulting

2.6.5.3

+ appendix: publications

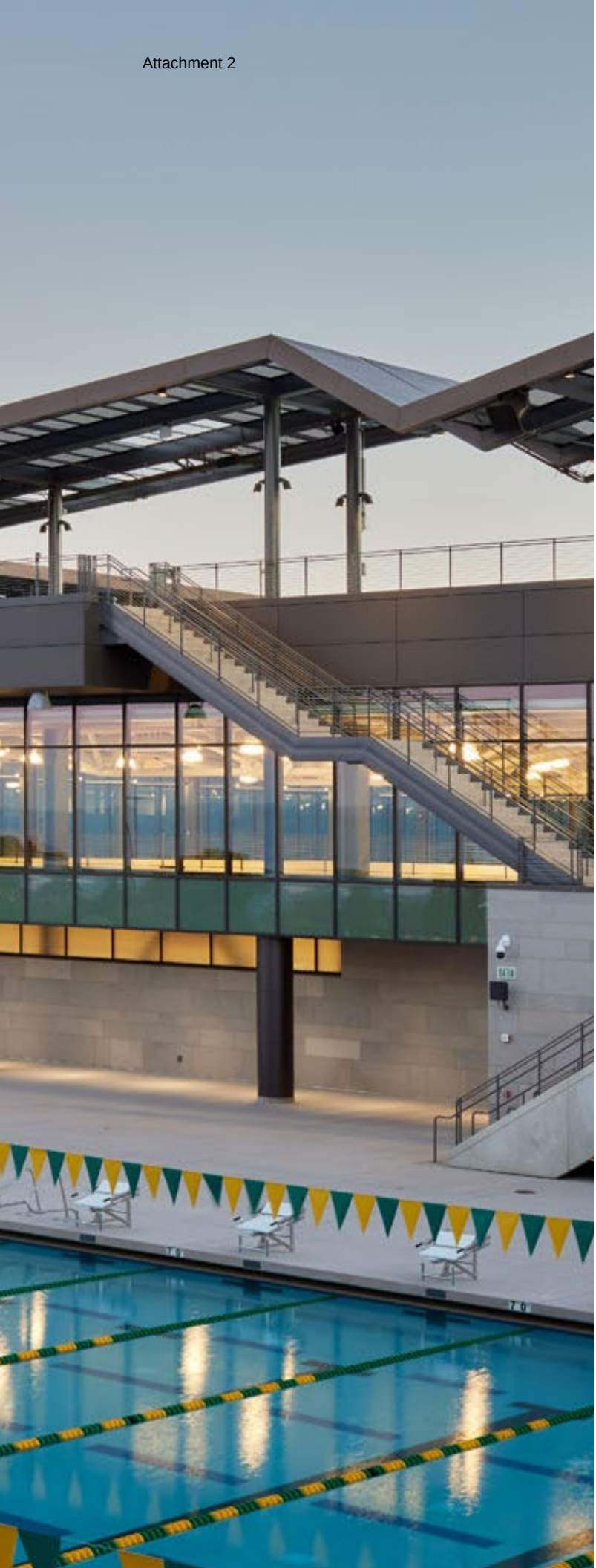
Cañada College Aquatics & Wellness Center | Redwood City, CA

els/

"ELS has worked well with a diverse and complex group including students, faculty, coaches, College Leadership, District Leadership and outside parties. ELS has listened and responded proposing innovative design solutions, recognizing Owner priorities, and ultimately forging solutions that created additional benefits to the project."

– Jack Herbert, AIA, DBIA, CCM, LEED AP, Director of Construction Management Services, San Mateo County Community College District

Cañada College Aquatics & Wellness Center | Redwood City, CA



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Appendix: Publications

Please see our ELS reprints and publications on the following pages.

form

PIONEERING DESIGN

ENTERTAINMENT

WORKBOOK

Good Times

Well designed diversions

For Workbook credits, please see page 47.

East Oakland Sports Center

Location: Oakland, CA
Designer: ELS Architecture and Urban Design
Website: elsarch.com

When San Francisco's bid to host the 2012 Olympics failed, the city's loss was East Oakland's gain. The city of Oakland collaborated with ELS Architecture and Urban Design to build a state-of-the-art, 25,000-square-foot recreational facility on the site of what would have been an Olympic training center. In June 2011, phase one of the East Oakland Sports Center opened in Ira Jinkins Park and offers the Brookfield neighborhood an indoor swimming pool, a dance studio, fitness center and a learning/media center.

"We wanted to keep the building simple and inexpensive," says Clarence D. Mamuyac, Jr., AIA, LEED AP, NCARB, principal with ELS. "We used box-like forms to define major program components; we chose industrial-looking materials, like corrugated metal panels, concrete and glass; and we maximized day lighting opportunities to keep energy costs down." The center, which is designed to achieve LEED Silver certification, features thermal solar panels to heat the pool water, bioswales for storm water runoff, high-efficiency mechanical systems and recycled building materials.

Though it boasts many sustainable features, the building will most likely attract visitors by the way it reveals the activities taking place inside. A large natatorium is encased on three sides by low-e green glass placed within curtain wall, and the south and east facades feature a perforated metal sunscreen painted with a colorful mural. "At night, the mural and the sunscreen fade away, revealing the pool within a glass box," says Mamuyac.

Photography by David Wakely

METROPOLIS

A Midcentury Pool Complex in San Francisco Gets a Modern Refresh

Kuth Ranieri Architects and ELS Architecture and Urban Design teamed up for the project, which tailored the aging facility to the needs of its present-day community.

by Morgan C. Mullings
August 26, 2019

For over 50 years, Balboa Park Pool has served one of San Francisco's most populated districts. In fact, it is the neighborhood's only pool, making it a crucial piece of social infrastructure for area residents. But the facility—comprising two large concrete-and-glass boxes fronted by a long, curving ramp—had grown increasingly uninviting over the years.

Renovating the structures would be no simple matter, given the number of community stakeholders involved: Any intervention would not only have to satisfy local families, but also private and public schools and even the San Francisco Merionettes synchronized swim team.

"Even in the condition that it was in—which was pretty bad—there was definitely a lot of love for the facility," says Clarence Mamuyac, president and CEO of the Berkeley-based firm ELS Architecture and Urban Design. Along with local San Francisco firm Kuth Ranieri Architects, ELS gutted and completely upgraded the property to meet the community's needs. Both offices came to the Balboa Park Pool project with relevant experience: Byron Kuth, cofounder and managing principal at Kuth Ranieri, has led multiple recreational and wellness projects in San Francisco, while ELS has staked out a similar position in Berkeley.

The city, for its part, proved to be an essential source of support. When the project ran into budgetary problems and a yearlong delay, Toks Ajike, director of planning at San Francisco Recreation and Parks Department, stepped in, securing additional funds via the 2012 Clean and Safe Neighborhood Parks Bond. "He was really great at developing scenarios to bring more city funding to the project," Kuth recalls. The bond, which aims to generate over $195 million to repair municipal parks and recreational spaces, ended up supplying all funding for the Balboa Pool revitalization project. To an initial sum of $7 million, Ajike's department added $2 million, on the grounds that the updated pool property would incorporate a new community center.

The architects strategized ways to accommodate that additional programming within the complex's existing footprint. "None of the [interior] spaces were connected to one another. It was very tight and uninviting but it was more about security than it was about congregation," says Kuth. "Clarence and I said we could get this to be a lot more efficient." Downsizing the changing rooms opened up space for the requisite community room without having to construct a costly additional building.

The design team also had to contend with preservation considerations. While the declining midcentury buildings looked to Mamuyac like an "abandoned power plant" or a bunker, they nonetheless had historic designation. Moreover, the San Francisco Planning Department requested that ELS and Kuth Ranieri honor the unique characteristics of the original architecture. Any additions would have to complement the period stylings.

Wanting to create a meeting area at the pool's entrance, the architects added a large canopy. Its effortlessly sleek outline and impressive span belie the 20 or so design iterations Mamuyac's office went through. "Each time, the version got smaller," he says.

The front ramp, however, was off-limits to alteration. Pushing back, the architects devised a middle path, Mamuyac says. "Byron and his team came up with a way of [keeping] half of the ramp, but the other half becomes part of the stairs." They also created a graphic motif that plays off the ramp's geometry, which ripples throughout the parking lot.

All these elements—well-appointed (and now ADA-compliant) ramp, discreet staircase, canopy, and graphic—converge to create a striking, geometric gateway.

Perhaps the project's most dramatic change resulted from a conversation between Mamuyac and Kuth about taking advantage of the natatorium's excellent siting. "Good grief, there's this beautiful view beyond this murky window," Mamuyac remembers saying to Kuth. "If we could just redo that entire storefront and put the city on display from the pool deck, wouldn't that be amazing?" They replaced the wall of windows with floor-to-ceiling glass panes that revealed views of Balboa Park and downtown—just as Mamuyac had hoped. "I think that's what makes these kinds of buildings work so well, they need to look inviting," he says.

The building's centerpiece, however, remains the pool, which is actually too long by modern standards. The architects capitalized on this anomaly, installing a movable fiberglass barrier that can be used to subdivide pool lanes for specific user groups. (When placed at the 75-yard mark, the barrier reproduces the dimensions of a regulation-length pool, perfect for high-school swim meets.)

Bruce Damonte, Photographer

Looking out over the pool is a 13-foot-by-37-foot mural by artist Jason Jägel, who was handpicked by the local arts commission. "[He] had a tremendous vision of how [to] enhance the sense that this is a community pool," says Kuth. "I think that the mural celebrates that."

In Jägel's wall painting, but also inside the reopened Balboa Park Pool, San Franciscans of all ages and stripes delight in the joys of swimming, together.

San Francisco Chronicle

53 years in the making, the Peninsula's Cañada College finally gets its pool

Sam Whiting, Aug. 29, 2021

Ever since Cañada College in Redwood City opened in 1968, there has been a sign in the gymnasium pointing the way to a pool that wasn't there.

Now, after 53 years, the pool has finally been built, and the sign pointing to it is gone. So is the gym. It has all been replaced by an angular, futuristic fitness center that hovers like a massive drone above Interstate 280.

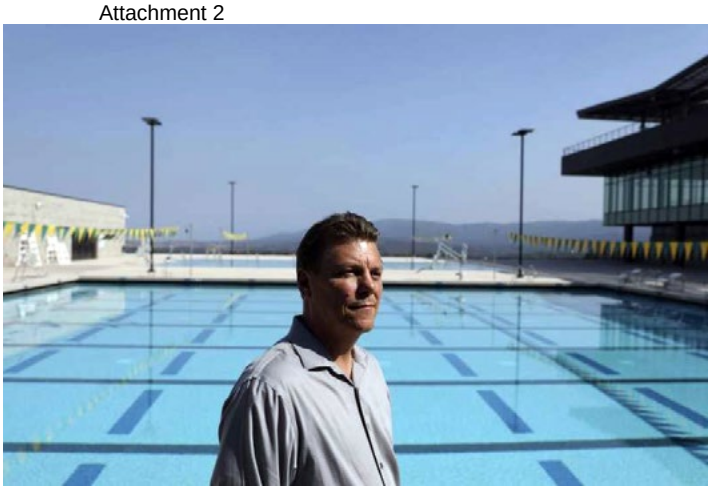
Called the Kinesiology and Wellness Building, it opened to students when classes began this month and is slated to open to the general public as a health club by the end of the year.

The facility could prove to be a boon for Redwood City, which lacks an outdoor, year-round public swimming pool for its 85,000 residents, according to Eric Newby, recreation manager for sports and aquatics for the city.

The town of Woodside, which borders the Cañada campus, has only the pool at Woodside High School at the far eastern edge of town, and the pool at the exclusive country club across the street.

"Having the two new pools on the campus will bring a much needed resource to families and athletes in the region," Amy Buckmaster, a Redwood City resident and Cañada alumna who is president and CEO of Chamber San Mateo County, said by email. "There is a strong affinity for aquatics in our area and this new center will be a gem for classes, competition and exercise."

The new gym and pool complex took five years to conceptualize and construct. The building was built with climate change in mind: Its exterior of polycarbonite panels, glass and steel is resistant to wildfires, and built-in shade structures can provide relief from rising temperatures.



Michael Claire, chancellor of the San Mateo County Community College District, shows the new competition (front) and wellness (back) pools at the new $120 million Kinesiology and Wellness Building in Redwood City. Lea Suzuki / The Chronicle

The facility boasts a commanding southerly view, a panorama that reaches over that other Peninsula college — Stanford University — and all the way down Silicon Valley to the mountain ridges beyond San Jose. The 116,000-square-foot complex was designed by ELS Architecture and Urban Design of Berkeley.

"When you tear down a concrete box gymnasium, you want to replace it with a transparent state-of-the-art athletic center," said principal architect Clarence Mamuyac, who designed it with colleagues Christopher Jung and Tracy Chan.

The site plays up the view by framing it with a Richard Serra-inspired rectangular steel sculpture that is the signature artwork selfie photo op.

"It was all about the panoramic views that are atop this hill," Mamuyac said. "The views get better the higher up you go, so we turned the roof into programmed area and put a sunhat on it for shade."

The $120 million project was funded by Measure H, a San Mateo County Community College District bond that passed in 2014 and authorized $388 million to improve College of San Mateo, Skyline College and Cañada. The Kinesiology and Wellness Building is the largest project funded by Measure H.
Chancellor Claire championed the project. He was a swimmer and water polo player at Sequoia High School in Redwood City, and he enrolled at Cañada as a freshman in 1980 and recalled an attempt to seek out the college's aquatic facility.

"I was wandering around, saw the door that said 'pool,' opened it, and there was nothing there but an empty field," he said. "It was that way from 1968 until now."

Academically, the building will support dance and kinesiology programs. The main extracurricular function is to house the athletic department at Cañada, which fields teams in baseball, men's soccer and basketball, and women's soccer, volleyball, and tennis.

Claire hoped that the old sign pointing to the never-built pool had been salvaged in the demolition. It could finally be put to good use.

"I never thought I'd see it in my lifetime," he said. But there it is, right where it has belonged all along.
And there are two of them, perhaps to make up for lost time. One is a 25-meter lap pool with seven lanes. The other will be a warm-water infinity pool with an edge that allows the water to merge with the deck, like at resorts and spas.

The original gymnasium at Cañada College in 1968 when the Redwood City campus opened.

Public tours of the new facility will likely begin in September with hopes of a membership plan, open to anyone, to be offered by the end of the year.

"The first priority is to open up the pools," said Kim Lopez, interim president of Cañada College. "We're still trying to figure this all out."

Sam Whiting is a San Francisco Chronicle staff writer.

MAY 2014

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PHOTO © 2014 LAWRENCE ANDERSON, ALL RIGHTS RESERVED, COURTESY OF ELS ARCHITECTURE AND URBAN DESIGN

The University of Southern California Trojans have won 11 national championships in football. Pretty impressive. But you might not know that the school's swimming and diving program has won 10 national championships, and its water polo teams have won 13 — this year's win marked the sixth in a row for the men's team.

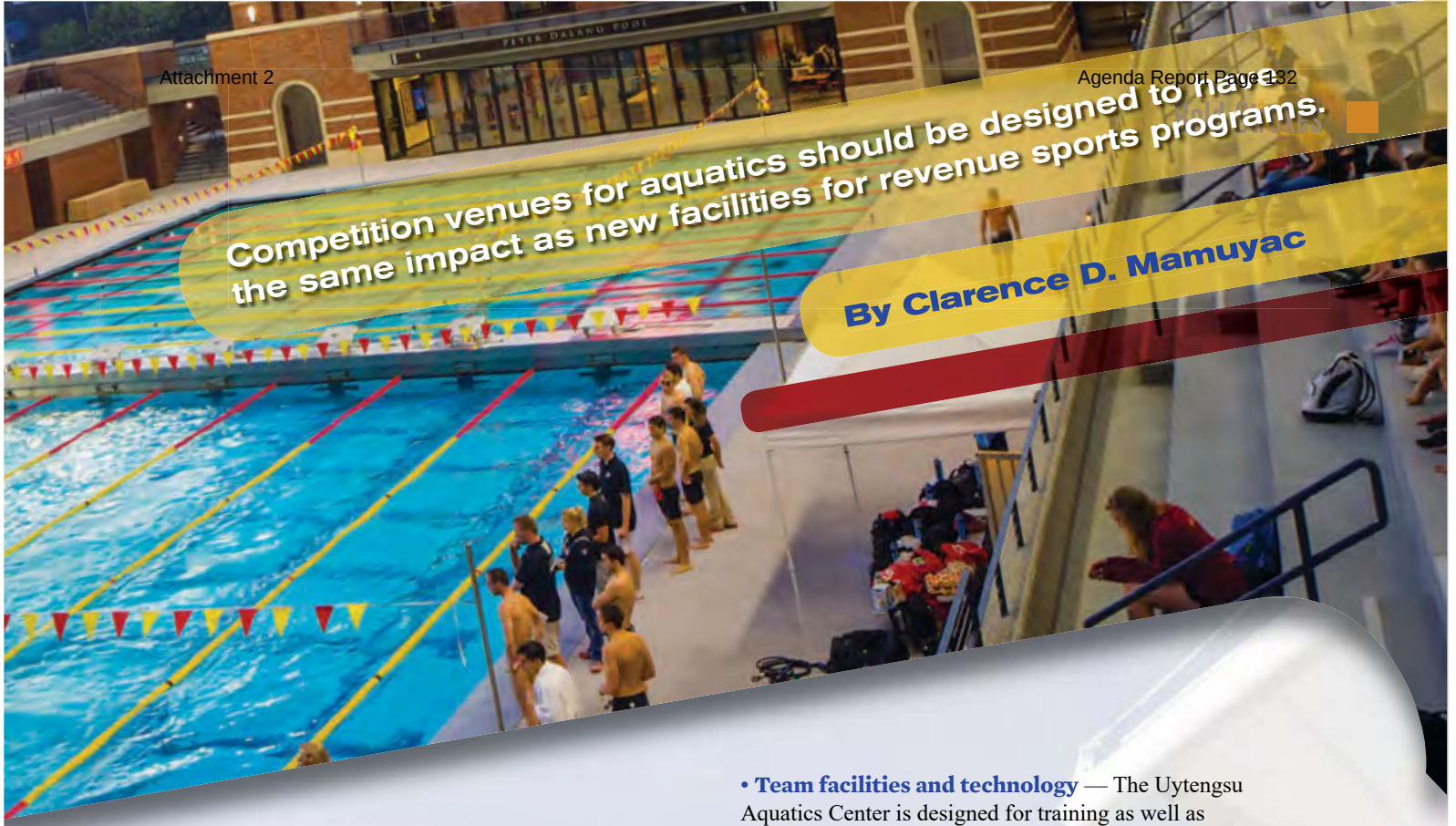
For the athletes, coaches and fans of non-revenue sports, such relative obscurity comes with the territory. You probably know that USC football's home field is the Los Angeles Memorial Coliseum, which hosted the city's two Summer Olympic Games in 1932 and 1984. Less well known is the fact that USC's aquatics programs compete in facilities built for the 1984 Olympics. But unlike the grand Memorial Coliseum, the Olympic Swim Stadium that surrounded the dotted "i" configuration of 50-meter pool and dive tank was intended as a temporary facility. It is only this season that the USC swimming, diving and water polo programs are debuting a state-of-the-art competition venue — named for Fred Uytengsu, the former Trojan walk-on and swim captain whose donation was the largest to date by a USC student-athlete — befitting the school's dominance in these sports.

As the designers of Stanford's Avery Aquatic Center, which opened in 2000, as well as the new Uytengsu Aquatics Center and the forthcoming California Aquatics Center at UC Berkeley, we at ELS Architecture and Urban Design have seen the expectations of student-athletes and program administrators rise over the years. It is no longer enough to have the fastest pool or the biggest facility. These days, it's vital that the building do for aquatics what arenas and stadiums do for the basketball and football programs — impress recruits, inspire student-athletes, and meet the varying needs of spectators and the campus community.

TEAM BUILDING

The path to USC's new aquatics venue was fairly convoluted. In 1988, the university constructed the Kennedy Family Aquatics Building along the pools' southern edge to solidify the former Olympic site as the future home of USC intercollegiate aquatic sports. Unfortunately, the building encroached on the pools' original Olympic footprint, as it was shoehorned between the pools and the football practice field. At about the same time, the university constructed the Lyon Recreation Center to the immediate north of the pools, which included spectator seating for the pools on its south face for use during intercollegiate events. As a result of this hemmed-in location, the aquatics facility barely registered as a presence on McClintock Avenue, the campus athletics corridor that borders the facility's eastern edge.

Both the existing pool basins and the Lyon Center seating represented opportunities to save money on construction of a new aquatics venue, but they also constrained the layout's potential. Another restriction was the university's architectural vocabulary, known as Collegiate Romanesque, which called for brick, precast concrete and, possibly, arches in the final structure. It was clear from the start that the existing seating



Competition venues for aquatics should be designed to have the same impact as new facilities for revenue sports programs.

By Clarence D. Mamuyac

would have to be mirrored on the other side of the pools. Thankfully, the Kennedy Building was demolished to make room for the larger aquatic center footprint.

Through the process of designing and completing the Uytengsu Aquatics Center, we came to understand how vital it is that competition venues for non-revenue sports resemble their revenue-sports cousins in a number of areas:

• **Presence** — With exposed steel, shade canopies, event lighting and, of course, the highly visible dive tower, the Uytengsu Center announces its presence as a spectator facility to visitors from either the north entry (the parking garage) or McClintock Avenue to the south. At street level, the arched entry pavilion and the dryland training facility's arched glazed windows — hewing to the campus architectural style — offer views inside, and to the pool deck and water beyond. With an external appearance composed of elements and materials from the Collegiate Romanesque pallet, the university was supportive of a more contemporary aesthetic inside the stadium, which allowed designers to express the basic structure of the canopy system. The result was a pleasing reinforcement of the project's formal symmetry via a series of tapered, white steel columns that line opposite sides of the 50-meter pool and add to the sense of stadium enclosure.

Student-athletes shared design ideas throughout the process and were quick to gravitate toward whichever plans looked and felt most like stadia — fully enclosed plans with grandstands relatively close to the pools and topped with some sort of covered spectator seating. This configuration is more intimate and focuses attention (and noise) toward the athletes, who commented that they wanted the venue to feel like "a coliseum." In contrast, note that Stanford's competition pool, completed 14 years earlier, features grandstands on either side but opens toward two large training pools on one end, slightly altering the feel and broadening the spectators' focus.

• **Team facilities and technology** — The Uytengsu Aquatics Center is designed for training as well as competition; as such, it's outfitted with cameras linked to multiple video displays within the venue, giving the athletes immediate visual feedback on their effort and form. The dryland training facility inside the McClintock Avenue arcade serves the diving team with trampolines, foam pits and gymnastics apparatuses. A common room between the men's and women's locker rooms serves as a lounge and meeting room dedicated to student-athletes.

For competition events, screens built into the dive tower link to three camera setups — low, high and head-on. The LED video display is curved for easy viewing from either grandstand and is readable in sunlight.

• **Branding** — Layered branding by Nashville, Tenn.-based Advent includes photo supergraphics, see-through window decals and strategically placed trophies and video monitors that tell the triumphant story of USC aquatics. Coaches have in mind a "recruit walk" around the pool deck to the coaches' building opposite the entry arcade, into the student lounge and then upstairs to coaches' offices that overlook the pools.

• **Spectator amenities** — Swimming events typically don't attract large crowds, so a facility like Uytengsu, whose uses range from training to dual meets to national competitions, has to appear as the right size whether there are 500 spectators or 2,500. Permanent seating in the two second-floor grandstands accommodates up to 1,500 spectators, while temporary stands on the pool deck put 1,000 more spectators even closer to the action. The deck, storage rooms and locker room access were designed around these temporary seating locations so that the larger-capacity facility is seamless in appearance and function.

The permanent spectator zone is accessed via the Lyon Center, as well as by stairs located in each of the center's four corners, and the entire upper level rings the facility like a large, open-air concourse. With a goal of bringing the competition venue within reach of the larger community, the concourse "observation deck"

IT'S VITAL that the BUILDING do for AQUATICS what arenas and stadiums do for the basketball and football programs.

PHOTO BY JOHN MCGILLEN

was outfitted with tables and umbrellas along McClintock Avenue, offering striking views of the adjacent dive tower and tank, as well as the Downtown Los Angeles skyline. The observation deck has fast become not only a student magnet during events, but also a prime location for Wi-Fi-enabled school work and play, sunning and socializing (the pool is open for recreational swimming when not in use by athletic teams).

The multipurpose room on the first floor of the coaches' building serves as a second team meeting room, a student-athlete lounge and a party room during meets. Glass doors along the length of the space accordion out, adding to the room's appeal by opening it to the pool deck.

CHAMPIONSHIP VENUES

Architects serve many users when designing competition venues. Student-athletes experience the building as a place where they train, compete, study and enjoy student life. This must be at the top of the list, particularly in a program like USC's that has produced scores of champions and Olympians. But others have a stake in such facilities, too. These venues need a presence that can be transmitted to donors, guests, the larger student body and even television viewers — and they must knock the socks off of every 17-year-old potential recruit who comes to see them.

This is as true for aquatics as it is for football — and USC's commitment to its aquatics program dictates that its new competition venue replicates as best it can the gravitas and drama of the L.A. Coliseum.

Clarence D. Mamuyac Jr., FAIA, LEED AP BD+C (cmamuyac@elsarch.com) is a principal with ELS Architecture and Urban Design in Berkeley, Calif.

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ARCHITECTURAL RECORD

Berkeley High School
Berkeley, Calif

ELS ARCHITECTURE AND URBAN DESIGN GLASS REVEALS CONNECTIONS BETWEEN SCHOOL AND DOWNTOWN

Reprinted from the December 2005 issue of
Architectural Record Online.

Berkeley High School
Berkeley

ELS ARCHITECTURE AND URBAN DESIGN GLASS REVEALS CONNECTIONS BETWEEN SCHOOL AND DOWNTOWN

Formal name of Project:
Berkeley High School

Location: *Berkeley, Calif*

Gross square footage: *86,250 sq. ft.*

Total construction costs: *$30 million*

Owner:
Berkeley Unified School District

Architect:
ELS Architecture and Urban Design
2040 Addison Street
Berkeley, CA 94704
510-549-2929
510-843-3304 fax
www.elsarch.com

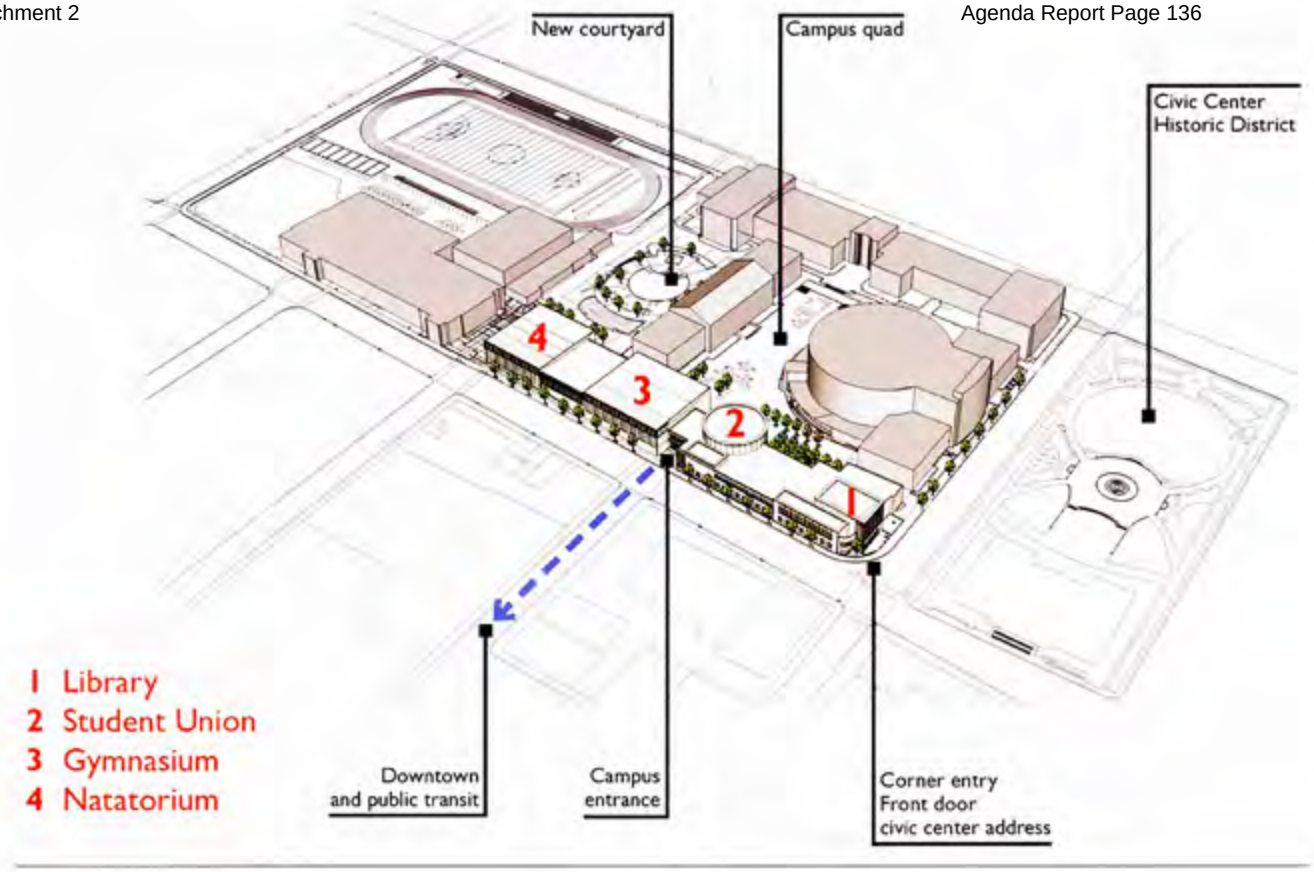
This new 86,000-square-foot addition to Berkeley High School helps bridge both physical and cultural gaps between the school's 3,000 diverse students and the city that surrounds their urban campus. Located on a narrow site at the edge of campus, the addition completes a central quadrangle envisioned in the school's 1930s-era master plan. It includes a gymnasium, 50-meter indoor pool, library, cafeteria, and administrative offices.

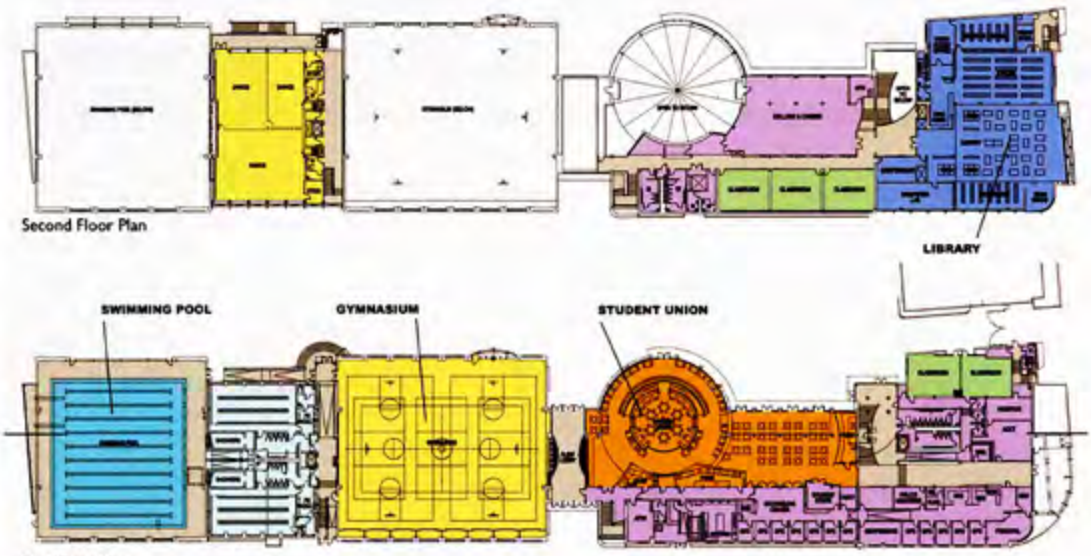
The new addition runs 600 feet along the city sidewalk, marking an edge of Berkeley's downtown. Purposeful breaks on the street façade distinguish interior uses. These interior volumes become more transparent on the elevation facing the campus quadrangle: a cylindrical-shaped student union pushes into the quad, mirroring the circular form of an adjacent community theater, while glazed walls frame the indoor pool and allow views of the campus on two sides.

A glazed "flex-lobby," located at the addition's northeast corner, connects recreational uses to the student union. Aligned with the city's street grid, it establishes an axis that leads directly to public transit systems and Berkeley's downtown. Respectful of neighboring civic buildings, it reconnects the high school to its urban community. A new gate, also located at the building's north end, opens onto the quad, welcoming students and community residents alike onto the campus.

ELS designed Berkeley's addition to take maximum advantage of daylight, exceeding state energy standards. The gymnasium and pool areas feature large clerestory windows, while the north side of the library's reading room is fully glazed. The new student union, ringed with clerestories and topped by steel trusses and cedar planking, has become a popular spot for eating and performances – much to the satisfaction of college counselors and student advisors, whose offices open to this seating area and have seen an increased use of their services.

PHOTOGRAPHY: © TIMOTHY HURSLEY, FIRST AND SECOND PAGES


New courtyard
Campus quad
Civic Center
Historic District
4
3
2
1
1 Library
2 Student Union
3 Gymnasium
4 Natatorium
Downtown
and public transit
Campus
entrance
Corner entry
Front door
civic center address


Second Floor Plan
LIBRARY
SWIMMING POOL
GYMNASIUM
STUDENT UNION
First Floor Plan
Section

ARCHITECTURAL
RECORD

BUILDING FOR SOCIAL CHANGE

EAST OAKLAND SPORTS CENTER | OAKLAND, CALIFORNIA | ELS ARCHITECTURE AND URBAN DESIGN

Reprinted from the March 2012 issue
of **Architectural Record**

United States

East Oakland Sports Center
Oakland, California

A city-commissioned, 25,000-square-foot community sports center aiming for LEED Silver (left) takes its stylistic cues from a nearby shipping company's unadorned HQ. Sustainable materials and features (solar-thermal panels, rainwater-collecting bioswales, a solar-heat-gain-reducing brise soleil) prove green can be fun while providing a haven for kids and the elderly. ***Asad Syrkett***

ARCHITECT: **ELS Architecture and Urban Design.**

BUDGET: **$20 million.**

CONTEXT: **In a neighborhood notorious for drug- and gang-related activity, the building allows respite and recreation on a site once proposed for a sports center for San Francisco's unsuccessful 2012 Olympics bid.**

IMAGES: © DAVID WAKELY (COMMUNITY CENTER)

BUILDING FOR SOCIAL CHANGE

Visit us online throughout the month to view slide shows, see videos, and read additional stories.

AT A time when high-flying architects were mesmerizing the design world with extravagant buildings, Cameron Sinclair took a decidedly different approach. In 1999, the young designer, along with journalist Kate Stohr, founded Architecture for Humanity (AFH), a nonprofit dedicated to helping underserved communities. Sinclair had inherited the do-good bug as a teenager in Bath, England, where civic spaces designed by 18th-century architects inspired him. "They would spend decades doing amazing work for very rich clients," he says, "and at the end of their careers, they would do a series of pro bono projects for the city." Sinclair, however, didn't want to wait until his twilight years to give back.

His San Francisco–based organization took off. Today, AFH has 67 chapters worldwide, and similar-spirited groups have emerged in the past decade: Emergency Architects Foundation, Public Architecture, and Article 25, among others. Working in post-disaster zones, urban slums, and rural villages, these organizations—along with countless firms, university programs, and independent designers committed to improving human welfare—are elevating the role of architecture in solving social and environmental problems. Humanitarianism has "always bubbled under the surface of the profession," says Sinclair, but for some architects, it is now a priority.

For this special issue, RECORD combed the globe, hunting for goodwill buildings that have both pragmatic and aesthetic appeal. The exemplary work featured here is a mere sample of our findings. Designed by a diverse roster of architects, and varying in scope and program, these projects embody the power of architecture to foster social change. *Jenna M. McKnight*

building innovative buildings, building innovative delivery systems

BY: Kim-Van Truong, AIA, LEED AP BD+C, Associate Principal

TOPICS DISCUSSED:
Architecture
Aquatics

The project initially began in 2012 and involved an innovative funding model and an innovative project delivery method. The innovations were successful because they allowed for strong working relationships among the client, the university, the design team, and the contractor.

In 2015, I was assigned to handle construction administration for the Legends Aquatic Center at my alma mater, U.C. Berkeley.

Constrained state budgets make it difficult for public universities to finance major new building projects. A new(ish) method for overcoming this challenge is the donor development delivery model. In this case, four alumni of U.C. Berkeley saw how much the university needed a dedicated training venue so that swim teams wouldn't have to share Spieker Aquatics Complex with recreational swimmers. In addition, because Spieker lacked a diving tower, student athletes had to drive 45 minutes to Palo Alto to borrow Stanford's in order to practice.

These alumni—Ned Spieker, Rick Cronk, Don Fisher, and Warren Hellman—founded a nonprofit organization called Cal Aquatics Legends. They approached the university with a proposal to lease a site on Bancroft Avenue, raise all the money for the project, serve as developer, and donate the improved site back to the university.

They tapped Peter Schnugg—a U.C. Berkeley alumnus, a donor, and a former water polo player—to serve as the owners' representative. Peter is also a former partner at Spieker Properties, so he really understands project development. With a seasoned developer at the helm, Cal Aquatics Legends chose the construction manager design-assist project delivery method instead of the traditional design-bid-build process that public institutions typically follow.

This saved a lot of time. When public universities are the client, they have to go through a lengthy request for qualifications process, followed by interviews with architecture firms, a selection process, and contract negotiations. Then more months go by while the architect designs the building and completes construction documents so contractors can submit bids—more interviewing, more selecting, more contract negotiations. With the construction manager design-assist model, developers can simply call on the professionals they want to work with. That alone shaves six to eight months off the project's time-line.

Even more helpful, the contractor starts collaborating with the architect early in the design process. In this case, Cal Aquatics Legends hired ELS to design the facility and Vance Brown Builders to be the contractor. Starting with the schematic design phase, Vance Brown began providing design assistance for the structural systems for the pool and dive tower and for the mechanical systems. The contractor researched design options, handled cost consulting, and checked for constructibility. Getting their input early on saved a lot of time during construction, greatly minimizing change orders and requests for information.

With construction manager design-assist project delivery, the owners' representative, architect, and builder work as a unit. It was easy for me and Adam Rupp, Vance Brown's project manager, to collaborate with Peter.

Even though Cal Aquatics Legends was paying for the project and overseeing it, the facility ultimately would belong to U.C. Berkeley, of course, so it was our job to make sure that the university received a swim facility that met their needs completely. The construction manager for the university was Jack Scanlin. With many years of construction management experience, he was a great resource to bounce ideas off of. We'd all sit with the contractor representatives during construction meetings and work out different solutions and options.

The construction manager design-assist project delivery gave us unusual flexibility. Seventy percent into design—six months into construction—some donors came forward with additional funding specifically to upgrade the locker rooms. That was fabulous, but we had to race against the clock to get it done. We worked closely with Peter and Alicia Rowell, the development director for Cal Athletics, to identify how to apply the new funds. Vance Brown helped us figure out how the upgrades would affect the schedule and the pricing. It was possible to add radiant heating to the floors, but the contractors were about to pour the slabs, so we had to coordinate carefully. Vance Brown held off on the concrete pouring and told us how many days the donor had to give the thumbs-up to our proposed upgrades. In the meantime, the contractors worked on other aspects of the project.

Before the additional funding came on board, we'd had to remove skylights and canopies and the wood ceiling to stay on budget. The new funding meant we were able to put those elements back in. I jumped into heavy-duty coordination mode to get the documents to the site so Vance Brown could proceed. If we'd been relying on a traditional design-bid-build project delivery method, we would have paid a significant premium for the changes. As it was, we got it built without going beyond the budget or the deadline.

The Legends Aquatic Center opened last fall. The process met with rave reviews from Cal Athletics, and the U.C. Board of Regents is now using the donor development model for other projects within the U.C. system.

New funding meant we could put elements, such as these wood-paneled systems, back in

The locker rooms at Legends Aquatic Center

AUTHOR
Kim-Van Truong
AIA, LEED AP BD+C, Associate Principal

a blue oasis on bancroft way: designing uc berkeley's legends aquatic center

BY: Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C, President/CEO

TOPICS DISCUSSED:
Architecture
Aquatics
Athletics

The only aquatic facility on campus with a 50M pool was Spieker Aquatic Center, which had to accommodate both men's and women's swimming, diving, and water polo teams—six teams in all—as well as providing recreational swimming for the general campus population. As a result, athletes were having to show up early in the morning to be able to get their workouts in. That made balancing sports and academic studies much more challenging than it should be. On top of that, to practice dives, they had to go all the way to Palo Alto to borrow rival Stanford's platform diving tower.

Despite having produced top Olympic swimmers for decades, the swim teams at the University of California, Berkeley had it tough when it came to getting pool time.

Building an additional pool was the answer. But space was tight on campus, especially near the athletics precinct. Fortunately, the university owned a parking lot across Bancroft Avenue from historic Edwards Stadium, the university's soccer and track and field venue, where the new aquatic center could be built Through the donor development delivery model the project went ahead. The challenge for us, in designing the facility, was to make the new swim facility feel like part of the campus despite its location across from the main campus on Bancroft Way which is five lanes wide.

But we noticed that directly across the street from the site stood a pair of pylons with obelisks, part of the historic wall that surrounds Edwards Stadium. These pylons flank a concrete panel that honors George Cunningham Edwards, the stadium's namesake. We centered the new swim facility's entryway directly across from the midline between the obelisks and centered the 50-meter pool and the 10-meter platform dive tower on that axis. The result is a string of tall markers that all align, visually linking the new building to one the oldest parts of the campus.

Other design decisions followed from this. Bancroft Way has a pretty urban feel, so we wanted to make sure to buffer the swimmers from the busy street. At the same time, downtown Berkeley has a lot of concrete so we felt that pedestrians should be able to glimpse the pool, a soft oasis amid the hardscape. We designed the entry as a large glass opening that grants views of the pool and the dive tower beyond.

We placed an open-plan multi-purpose and training building on Bancroft Way as a simple box, holding the street edge on Bancroft. When deciding what materials to use on the exterior, we thought of the Cal Aquatics team motto, "Adapt and Prevail," and considered the ways that students transform during their years in college. So we thought we would embody those ideas metaphorically with three distinct building materials representing the phase transition of three states of matter: solid stacked bond concrete masonry, clear and translucent blue glass, and a corrugated perforated metal skin. Essentially, they represent a solid (concrete) attempting to contain a liquid (metal) that transforms into a gas (glass).

We designed the entry as a large glass opening that grants views of the pool and dive tower beyond.

Along the east edge of the site, an existing passageway runs north-south, connecting south Berkeley to the campus. We wanted pedestrians walking this route to be able to hear the splashing and watch the swimmers through the fencing, so we placed the locker room building and all the storage areas on the west side so as not to block views from the passageway.

During the day, the facility activates what was once a gap along a busy street. At night, Legends Aquatic Center is lit from within, the glow from its blue-tinted glass helping illuminate what had been a dark corner of campus.

At night, Legends Aquatic Center is lit from within, the glow from its blue-tinted glass helping illuminate what had been a dark corner of campus.

The result is a string of tall markers that all align; visually linking the new building to one of the oldest parts of campus.

AUTHOR
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spectator sports:
thoughts on new spectator facilities

BY: Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C, President/CEO

TOPICS DISCUSSED:
Aquatics
Athletics

I attended the national water polo championships at UC Berkeley's Spieker Aquatics Center in 2011 and at Stanford's Avery Aquatic Center in 2013. I like to see how colleges and universities are actually using their facilities and managing big events, because it helps feed our design thinking. Watching big water polo events like these are particularly revealing because very few swim facilities in the country are designed to host large-scale national events.

With spectator facilities for aquatics venues, design ingenuity is required to address the needs of the competitors and the spectators.

Spieker Aquatics, which opened in 2009 and was part of the historic Harmon Gymnasium and Swimming Pool complex, has seating for 800 with room to accommodate 1,700 temporary seats. I've been there before to attend dual meets, in which two teams compete against each other, and see practice sessions, but nothing like a national championship. Spieker is primarily a venue for training and is not designed for large numbers of spectators.

Mike Huff, the assistant athletics director for facilities management, and his team at Cal were able to transform this facility into a spectator venue within a handful of days. They trucked in seating for an additional thousand spectators and created comfortable places for event officials, press, and concessions. The transformation felt seamless and looked natural. I was reminded how much the event makes the venue rather than the other way around.

What architects tend to design—the permanent architecture—addresses the needs of the competitors and the spectators. We aim to make sure that the event feels intimate for the people watching it. In order to build electricity and fill the competitors with energy, it is important for a lot of fans to be right there on the deck, close to the swimmers. Design ingenuity is required so the facilities can grow and shrink without the change being too noticeable.

That's particularly challenging with large venues. The Avery Aquatics Center ELS designed at Stanford University is an example. We renovated and expanded an existing pool complex so it could accommodate water polo events as well as nighttime events. It can handle Olympic training and seat 2,400 people for big events. When the university hosts nighttime water polo games, the place is packed. The horseshoe design, which puts spectators on both sides of the pool, helps keep the energy high. Student athletes thrive on the cheering crowds.

Avery Aquatic Center

But much of the time, Avery Aquatics Center is just used for practice. So we worked to design everything—the lighting, the shade structures, the seating—to keep a sense of intimacy so it doesn't feel cavernous and empty for everyday use. This is accomplished by providing the appropriate number of seats for conference dual meets and matches, as opposed to providing permanent fixed seating for a national or international event, which may take place once every three to five years and require an additional 1,000 seats. For such an event, the complex can "flex up" to include additional temporary seats similar to the way Spieker Aquatics Center does.

ELS is currently working with university and athletics administrators at the University of Southern California (USC) in Los Angeles on renovating and expanding their campus aquatics venue, the McDonald's Olympic Swim Stadium. We're adding stadium seating, student athlete amenities, coach offices, extensive dryland training zones, and multipurpose space for USC Recreational Sports. We are taking what are essentially two existing competition pools and building a competition venue around them. The facility will house events ranging from 700 to 2,500 fans.

These facilities are a key part of recruiting student athletes from across the nation and globe. The facilities need to equal the quality of the coaching as well as the reputation of the university. The front door of the new stadium has a prominent frontage on McClintock Avenue, one of the main north/south pedestrian routes that crosses the USC campus. McClintock Avenue connects multiple intercollegiate athletic venues throughout the campus, including the football practice facility,

Uytengsu Aquatics Center, *Courtesy Lawrence Anderson*

Loker Track Stadium, Dedeaux Baseball Stadium, and the nearly completed John McKay Center for Intercollegiate Athletics.

The dominant architectural aesthetic at USC is Romanesque, as interpreted throughout the 20th and 21st centuries. These forms provide cues that can be translated into contemporary design. The buildings focused on McClintock Avenue will relate more directly to the existing architectural fabric, while the internal program areas are more modern. While the new USC intercollegiate aquatics facility is state-of-the-art, it was important to be both contextual and respectful of the campus' rich design vocabulary.

USC fans cheer on their team

AUTHOR
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where else do you get to float? a conversation with olympian dana grant

BY: Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C, President/CEO

TOPICS DISCUSSED:
Aquatics

Dana Grant, who swims as Dana Vollmer, recently joined the ELS team as an aquatics and sports programming specialist. She is a five-time Olympic Gold Medalist and current member of the USA Swimming National Team. For years, she has also been interested in design.

She brings together these two passions at ELS as we expand our firm's expertise in programming aquatic, wellness and sports facilities. We recently spoke to her about her evolving career.

How much does an aquatic facility impact the performance of a swimmer? When trying to stay calm during a competition athletes often say to themselves "It's the same pool, same distance, same blocks. Just Race!" Regardless of our mantras, the facility does impact your performance. We try to combat these effects through routines in practice for foreseeable changes at the competition venue. It might have to do with a range of details: the temperature of the water, the light on the water, the shadows on the wall, the proximity to an audience, the length you have to walk between heats and the space you have available for stretching when you're warming up.

When did you first get interested in design? When I was a little girl, I wanted to be either an interior designer or a cardiothoracic surgeon. I would rearrange my room every week. I loved drawing floor plans and designing fantasy houses for my friends. When I became a swimmer, I grew more interested in the body and how it worked in the water emphasizing my interest in health and medicine.

When I graduated from UC Berkeley, however, I didn't want to go to medical school. I looked at design schools and considered a new career after swimming. At first I thought it would be quite different from swimming. I met Clarence Mamuyac, a principal at ELS, at an event at the new pool his firm designed at Cal. We talked about different kinds of pools and athletic facilities and how they could be designed better for the people who use them.

Can you tell me some spaces that inspire you? The London Aquatics Centre that Zaha Hadid designed for the London Olympics inspired me. You walked in and felt like you made it. Everything about the space reinforced the excitement.

Often I walk into a facility and look at the different aspects and wonder, why did the architect or designer make that decision? Why that color behind the art? Why are the displays so poorly lit? That might sound negative, but in competitive swimming, I found that I was always more motivated by getting beat. If I came in second place, or further down, I was inspired to work harder. I guess it's like that to some degree with design. How could I contribute to making this space better?

Tell us about some of your design classes so far. My professors have all been architects. One of my projects I designed a waterfall café on top of a hotel. I wanted to use the meditative sound of water in the design. I loved the drawing and drafting classes the most. Some of my recent classes have been on healthcare design and color theory. It's fascinating to see how these two things work together. We are always talking about lighting and its impact on a space.

Tell us about lighting in aquatic centers. There are some spaces that you are in awe of as soon as you enter. This was true in the London Aquatics Centre. Most of the time, we are not used to large crowds watching us. There, you could hardly make out the spectators at the top. With indoor or even subterranean pools, they are just dungeons. I don't like competing in those.

What else about competitive pools for elite athletes? I think a building that reinforces the excitement helps your performance. You walk in and feel like you've made it to the big show.

What about pools for laps or even recreational and family swim? Now that I swim with my two-year-old, I am just as aware of the environment as I was before. But you become aware of different aspects. If you are not moving vigorously, you want a warmer pool.

Dana with Arlen at his first swim lesson

I want my son to have a positive experience with water. One big reason to get kids in the water early is that they will be more comfortable with it, and that means they will be safer. I like the zero-depth entry. It's important that he can get his feet on the ground and that he can recover himself. A place to get his face splashed and a place to climb are good too. Kids should have more than a playground in the water. They should have some interactive activities. I am right there balancing and floating in two feet of water to show him my comfort level.

Dana Grant takes off at the London Olympics

Are there new experiences to be had, even for an Olympian? Oh yes. I swam for elite performance my entire life. You are always reaching for that next level. Throughout my career I have realized that there are different ways to think about this work. I enjoy playing around with the physics of the body moving through water. This knowledge is still relatively young. Olympians have been running competitively for thousands of years, but swimming didn't become a competitive sport until the late 19th century. The science of how people move through water keeps improving. How people move in the 100-meter butterfly in 10 years may be very different.

Can you give me another example? How I use the buoyancy of my lungs to propel me, versus relying just on brute strength. It's small aspects such as this that helped me to becoming the fastest woman in history in the 100m butterfly at the London Olympics without necessarily being the strongest muscularly.

Where else do you train? While at Cal, we practiced in a wave pool. I have done a lot of training in the ocean. All of those different environments can help you.

What about those dungeons, the ugly pools underground without windows? They may not be ideal, but some can be great training environments. As long as there is water, you can learn something about how the body moves, and figure out ways to get faster. One of the trainers who I have worked with thinks that we won't be training in rectangular pools in the future.

We have to talk more about that in another post. What was it like to swim in the pool in Rio? The fans were closer. I liked the fan interaction. My parents were five rows away from me. I could see their facial expressions when I got out of the pool.

What does a fan not know about elite competition facilities? There is a lot of walking. Walking from the pool to the media, to warm down, to drug testing, to get a beverage for hydration. We actually have scheduled walk-throughs before the competition so we know where to go.

What are a few improvements that many pools could benefit from? Athletes want more space to warm up, to stretch. Often all of the athletes can't fit into the pool to warm up at the same time. It's something I love about Stanford. Three pools!

Do you have a favorite new pool? In good weather, I enjoy the pool that your friend Mark Schatz designed in Livermore. My son loves it!

What attracted you to swimming? Where else do you get to float? I loved that while you are working hard, you also have sensation all over. It can be meditative. I love the sound deprivation. I still put my ears under the water in a bathtub just like you do when you are little. Generally, swimmers of all kinds have an innate love of the water. When I was 12, I loved watching how my shadow moved on the bottom of the pool while I imagined being a mermaid. There has to be an element of fun. To be honest, it was a combination of fun and love that made my competitive swimming career so long.

Can you tell us about another great moment in swimming? It happens very young. It's when you learn how to have the water hold you. You've learned how to take care of yourself in water. Watching kids when they take their water wings off and know the water will hold them is a beautiful moment. And then they want to do it forever.

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zero net energy + historic preservation: turning a building from the past into a model for the future

BY: Kelly Elmore, LEED AP BD+C, Designer

TOPICS DISCUSSED:
Architecture
Sustainability
Historic Preservation

ELS believes that all buildings should push to achieve this goal. Having graduated from the University of Oregon's architecture program with a focus on sustainable design and planning strategies, this is one of the characteristics that attracted me to work at ELS. I am lucky to be surrounded by colleagues who share a passion for making a difference in the world. As architects and designers, we can leverage our creativity to impact communities, as well as ecosystems, and influence real change.

When the State of California issued a mandate in 2008 for all newly constructed and renovated commercial buildings to consume zero net energy by 2030, we applauded our State for its leadership and progressive thinking.

In 2013, ELS joined the AIA 2030 Commitment to reduce the operational energy use of our buildings and achieve carbon-neutral construction by 2030. We also have our own sustainability committee—currently a team of 8 people within ELS—to help us and our clients find innovative ways to achieve these bold goals. These aren't just empty promises; we put the words into action. We're certified as an Alameda County (now California-wide) Green Business, which means our office in downtown Berkeley operates efficiently and our suppliers and business partners are sustainable as well. For our clients, our committee develops tools such as energy models that measure energy outcomes (and thus project a building's performance) before projects are built. And we have fun, too—getting outside to help restore local habitat with organizations like Save the Bay. We attempt the integration of sustainability into everything we do.

We embrace the challenge to make zero net energy (ZNE) real. By definition, a ZNE building generates as much renewable energy as it consumes each year. This can be achieved by installing photovoltaic solar panels onsite, and by increasing natural light and ventilation while using high-efficiency lights, appliances, and mechanical systems. When ZNE is achieved, our client benefits from thousands of dollars saved on electric bills, not to mention the reductions in carbon emissions and greenhouse gases that benefit all of us and the planet.

California is a leader in achieving energy reduction goals, evidenced by the state's ambitious goals for 2030 and beyond, and many of our public projects with government-funded clients are particularly focused on sustainable design. Berkeley's Adult Mental Health Services (MHS) Center is one such client. But there's a catch: MHS operates out of a building that opened nearly 100 years ago. Can such an old building operate like a modern one while meeting ZNE standards? Our team took it to the test and the project—which broke ground in March 2019—includes seismic improvements, tenant improvements, and upgrades to the electrical, lighting, and mechanical systems.

A rendering of the waiting room at the City of Berkeley's Mental Health Services Building.

Fortunately, MHS' goals of creating a welcoming, clean, and secure facility for its community-based mental health services and to improve quality of care are well-aligned with the goals of sustainable design. Just as access to natural light and air reduces energy consumption, it improves mental health for clients and their care providers as well as office workers. Even some of the design principles associated with historic preservation lend themselves to energy conscious design. For example, we cut back on consumption when we restore and reuse existing materials rather than replace them. A building that withstands the test of time is truly a sustainable one.

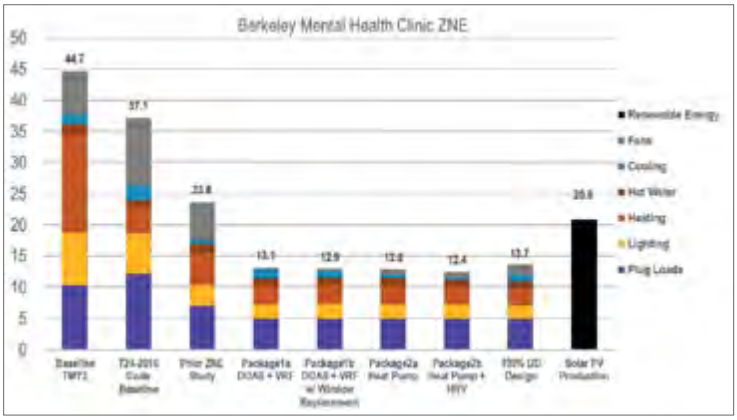
But there are challenges, too. The MHS building is 8,000 square-feet, which means it's smaller than most commercial buildings. The fact that it has historical significance dating back from 1925 means it's less flexible. To achieve ZNE, we needed to add as much natural daylight to the building's interior spaces as we could. In the inner-most rooms without exterior walls and windows, we had to design tubular daylighting devices that bring light down through the ceiling. But herein lies another challenge: to generate electricity onsite, we need solar panels on the roof, not to mention mechanical equipment and access aisles. The roof plan was a jigsaw puzzle of photovoltaics, daylighting tubes, and HVAC units, but we made it all fit. We also incorporated transom windows in another enclosed interior space, allowing it to borrow daylight from an adjacent daylit space. As a result, everyone at MHS will work in a room with natural light.

Coming up with creative design solutions that support ZNE operations can feel like a guessing game, so this is where energy modeling by Integral Group came in handy. And thanks to a grant from the Lawrence Berkeley National Lab (also known as the Berkeley Lab or LBNL), we have taken MHS a step further. Leveraging Berkeley Lab's FLEXLAB facility, we have been able to

evaluate how the MHS building will perform before it's built, and we'll be able to continue to track its performance after it opens.

The LBNL FLEXLAB where the building's energy saving strategies were tested.

There are several ways that the early tests have helped us improve our designs and save our client money as well as energy. For example, LBNL and FLEXLAB helped us test different energy-saving strategies for MHS' renovation project—including variations to the HVAC systems, lighting, insulation, windows, and glazing, appliances, and other plug loads—and used different combinations of these strategies to create package options. LBNL ultimately validated a strategy that focused on internal loads and mechanical systems instead of one that would require the entire historic building envelope to be retrofitted. With access to real performance data early in the design process, we knew that adding insulation and improved glazing would not be effective from a cost or energy consumption perspective (of course Berkeley's moderate climate helps with this as well). We would have a much greater impact by focusing on onsite energy generation and overall reduction of electric consumption through mechanical systems (like a high-efficiency zoned HVAC system), Energy Star appliances, and low-energy lighting.



LBNL also did studies on the tubular daylighting devices (TDDs) and their impact on visual comfort and energy consumption. Light sensors and high-dynamic-range imaging cameras were placed around our model room to mimic the perspective of people sitting at computers and to measure the glare they might encounter. Test results proved that the TDDs had a low daylight glare probability from these perspectives, while providing significant amounts of energy savings. In a real office environment most people would probably still prefer to sit next to a window, but in spaces where it's not feasible to punch through existing walls, we now know that TDDs are a fantastic option to improve the employee's experience of the space and to reduce the use of electric lighting.

Regardless of age, small existing commercial buildings like MHS' are notoriously one of the hardest to adapt to California's 2030 energy consumption goals. Their owners often don't have awareness of or access to information about energy-saving strategies and fear they won't see a profitable return on investment after a retrofit or renovation project. Again this is where Berkeley Lab and projects like MHS pave the way. According to FLEXLAB's executive manager, Cindy Regnier, "Berkeley Lab is developing cost-effective packages of pre-commercial and underutilized energy efficiency measures to inform the online Commercial Building Energy Saver tool. This will enable small commercial building owners, contractors and other parties to evaluate cost-effective strategies for their building to achieve ZNE performance."

My own hope is that by promoting broader access to energy modeling and benchmarking, we're highlighting the positive impact of sustainable design not only on energy consumption, but also on health and wellbeing. The MHS building that we're renovating was closed in 2016, deemed unfit due to its deteriorated condition. As you can imagine, MHS employees were not excited about the prospects of returning to work in that old building, even after renovation. But when they saw renderings of their new space, their perspectives changed. They saw a renewed space filled with light, air, and access to nature—a design that makes the vital work they do just a little bit easier. Their building's important position in Berkeley's history will also be restored and its legacy becomes even more meaningful. It also proves that if ZNE is possible for a century-old building like MHS, it's possible for just about anyone.

If more buildings were ZNE, consider the impact we could have. Berkeley Lab projects that with a 5% adoption rate of ZNE in California by 2030, we'll see savings of $32 million per year in electricity and natural gas costs and will reduce greenhouse gas emissions by 83,000 metric tons. Consider how much bigger those numbers become as the adoption rate grows. I look forward to the challenge of achieving that goal, and even more to the future that is made better because we did it!

AUTHOR
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steam: it's all about the "how"

BY: Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C, President/CEO

TOPICS DISCUSSED:
Education

Clarence Mamuyac talks with Peter Sollogub of Cambridge Seven Associates.

I started working with Peter Sollogub of Cambridge Seven Associates on the new Santa Clara International Swim Center and International Swimming Hall of Fame. Although he is trained as an architect, a lot of his work focuses on immersive learning exhibits. I sat down with him recently to ask about his experience with STEAM (Science/Technology/Engineering/Arts/Mathematics).

Clarence Mamuyac: ***What have you focused on for the last several years?***

Peter Sollogub: The "how." That's what I focus on. There are many phrases for it. Immersive design is one. Our firm, Cambridge Seven Associates, became well known for the design of the New England Aquarium almost 50 years ago. Back then we didn't call this approach STEAM. But we have been collaborating with experts in all those areas to make better learning spaces of all sizes since then. These are enhanced learning environments that encourage creativity and critical thinking. They explore how things happen.

Mamuyac: ***What's changed in education?***

Sollogub: What's not changed? Everybody talks about technology, and it has a role in the design of learning spaces. But one of the biggest changes, and this is pretty broad, is that students are no longer passive and solitary. Teachers don't just present facts and students memorize them. People work together and uncover answers. The process of discovery creates a lifelong passion for learning.

Mamuyac: ***What have been some recent projects where this has happened?***

Sollogub: Each learning environment can be organized around a different access point. It can be as broad as the weather and the oceans or as narrow as a sport like football or swimming. In our work for the NFL's New England Patriots, one project that took place was that kids got together to develop ways to create helmets that can better protect players. That involves science, math, materials, and aesthetics.

In Santa Clara, we have been working on the 49ers' Denise DeBartolo York Education Center. You can use the strategies of football to explore all the STEAM disciplines.

We've been working with your firm on the International Swimming Hall of Fame at the Santa Clara International Swim Center. From a learning point of view, the visitors will be exposed to an array of STEAM education stations centered around swimming, speed, energy, sustainability, fluid mechanics, and wellness, to name a few.

Mamuyac: ***What about a project without athletics as a basis?***

Sollogub: Children's museums are great for generating new ideas. And they translate across borders. At the Gyeonggi Children's Museum in South Korea, the "Healthy Children" exhibit gallery features a basketball challenge, a soccer competition, a rock-climbing wall, a seesaw that holds a dozen children, and other full-body movement experiences. There is a 65-foot-long "river" with areas where children can build and float their own boats, move water uphill with an Archimedes screw, crawl under the water, create dams, and direct the flow.

In Charlotte, North Carolina, in our renovation of the science and technology museum Discovery Place, we created maker space labs where the kids have all kinds of opportunities to work with living animals.

Mamuyac: ***Those spaces must be expensive. Who pays for them?***

Sollogub: The basic ideas surrounding STEAM are philosophies of learning. You can start with one modest lab. But the projects I've mentioned end up raising money from companies or organizations in the local community. And interestingly, it has not proven that difficult. It's not like branding an arena. It's about the mission of the potential sponsor correlating with the

Discovery Place, Charlotte, NC
Exhibit Designers: Cambridge Seven Associates, Inc.

DeBartolo York Education Center, San Francisco 49ers Museum at Levis Stadium, Santa Clara, CA

educational mission of the institution. For example, Raytheon is very interested in lifelong learning in mathematics. So they contributed generously to the STEAM component at the Hall at Patriot Place, the New England Patriots' museum.

Sony and the Chevron are both involved with the STEAM component at the 49ers Museum because these components are immensely popular—the 49ers'/Chevron/Sony STEAM experience greets 100,000+ visitors a year, and having their brand associated with an important and new education resource is good business.

More importantly, the sponsors are clear about the purpose, i.e., it's not about selling something; it's about discovery.

Mamuyac: ***How would you summarize your work in a sentence?***

Sollogub: Wow. Well, I think we help shape spaces where all kinds of people can learn about how things happen.

Mamuyac: ***What is one way to measure whether you have succeeded?***

Sollogub: The simplest measure is whether the space is messy or not. If it's messy, we have probably done our job.

Photos courtesy of Cambridge Seven Associates, Inc.

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City of Piedmont,
Thank you for your consideration!

"I've been in the parks and recreation field for 30 years, and I've never worked with a stronger firm that has the highest design skills with the vision of the users in mind throughout the entire process. Equally important has been the project economics and construction costs that are required to get the owner (us as the City) to the finish line with a project design that fits the budget..... ELS quickly earned the trust of city policy makers, staff, and the public with their outstanding communication and accountability for through each of a comprehensive process."

– Chris Beth, Director, Parks, Recreation and Community Services, City of Redwood City

ELS Architecture & Urban Design

ARCHITECTURE AND ENGINEERING FEE PROPOSAL
October 7, 2021

ARCHITECTURE AND ENGINEERING DESIGN SERVICES - CITY OF PIEDMONT AQUATIC CENTER-

Discipline	Conceptual Design	Schematic Design	Design Development	Construction Documents	Regulatory Permitting	Bid Support	Construction Administration Support	TOTAL
Architecture	$ 80,561.50	$ 150,123.00	$ 242,246.00	$ 363,369.00	$ 60,561.50	$ 11,561.50	$ 302,807.50	$ 1,211,230.00
Interior Design	Included in Architecture Scope							
FF&E Design and Procurement	Included in Architecture Scope							
Signage / Graphics	Included in Architecture Scope							
Codes and Accessibility Compliance	$ 4,620.00	$ 2,860.00	$ 2,860.00	$ 2,640.00	$ 4,400.00	$ -	$ 1,540.00	$ 18,920.00
Waterproofing	$ -	$ -	$ 7,200.00	$ 17,600.00	$ -	$ -	$ 33,200.00	$ 58,000.00
Civil	$ 8,978.00	$ 13,145.00	$ 23,535.00	$ 35,103.00	$ 7,498.00	$ 4,323.00	$ 29,416.00	$ 121,998.00
Supplemental Surveying	$ 3,760.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,760.00
Landscape	$ 20,000.00	$ 28,000.00	$ 20,000.00	$ 28,000.00	$ -	$ -	$ 20,000.00	$ 116,000.00
Aquatics	$ -	$ 23,820.00	$ 47,640.00	$ 63,520.00	$ -	$ 7,940.00	$ 15,880.00	$ 158,800.00
Structural	$ -	$ 13,600.00	$ 27,200.00	$ 41,600.00	$ 3,200.00	$ -	$ 27,200.00	$ 112,800.00
Mechanical	$ 4,000.00	$ 11,200.00	$ 19,200.00	$ 20,800.00	$ -	$ 1,600.00	$ 19,200.00	$ 76,000.00
Plumbing	$ 1,600.00	$ 4,800.00	$ 8,000.00	$ 9,600.00	$ -	$ -	$ 9,600.00	$ 33,600.00
Electrical	$ 3,200.00	$ 9,600.00	$ 16,000.00	$ 17,600.00	$ -	$ 1,600.00	$ 16,000.00	$ 64,000.00
Low Voltage (SCS)	$ -	$ 6,400.00	$ 12,400.00	$ 11,600.00	$ -	$ -	$ 9,600.00	$ 40,000.00
Audio Visual	Included in Low Voltage Scope							
Lighting Design	$ -	$ 2,400.00	$ 4,800.00	$ 4,800.00	$ -	$ -	$ 4,000.00	$ 16,000.00
Security Systems (Basis of Design)	Included in Low Voltage Scope							
Fire Alarm (Basis of Design)	Included in Low Voltage Scope							
Building Management Systems (BOD)	Included in MEP Scope							
Utility Coordination - Joint Trench	$ -	$ 28,000.00	$ -	$ -	$ -	$ -	$ -	$ 28,000.00
LEED Silver Bulding Design Service	$ -	$ 2,400.00	$ 2,400.00	$ 14,400.00	$ -	$ -	$ 19,200.00	$ 38,400.00
Net Zero Energy Design Services	$ 8,000.00	$ -	$ -	$ 24,000.00	$ -	$ -	$ -	$ 32,000.00
Specifications	$ -	$ 7,840.00	$ 9,280.00	$ 24,800.00	$ 2,800.00	$ 1,600.00	$ 5,200.00	$ 51,520.00
Energy Modeling, T24 and LEED (MEP)	$ -	$ -	$ 7,200.00	$ 12,000.00	$ 2,400.00		$ 12,000.00	$ 33,600.00
Commissioning - Fundamental	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,200.00	$ 27,200.00
Commissioning - Enhanced	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,600.00	$ 7,600.00
Estimating	$ -	$ 8,741.00	$ 10,277.00	$ 20,554.00	$ -	$ -	$ -	$ 39,572.00
Meetings	Included							$ -
SUBTOTALS	**$ 134,719.50**	**$ 312,929.00**	**$ 460,238.00**	**$ 711,986.00**	**$ 80,859.50**	**$ 28,624.50**	**$ 559,643.50**	**$ 2,289,000.00**
REIMBURSABLE EXPENSES								
For ELS + Consultants - Budget at 3% of Total Fee for Duration of Project								$ 68,670.00
SUBTOTAL								**$ 68,670.00**
GRAND TOTAL								**$ 2,357,670.00**

DOES NOT INCLUDE
1. BKF - Qualified SWPPP Developer Services $ 55,500.00
2. Acoustics - On Call Basis as Necessary

els/ Resource Loaded Schedule (October 7, 2021)

	PROGRAMMING AND CONCEPTS		SCHEMATIC DESIGN		DESIGN DEVELOPMENT		CONSTRUCTION DOCUMENTS		AGENCY REVIEW PERMITTING		BID PHASE		CONSTRUCTION ADMINISTRATION SUPPORT		PROJECT CLOSEOUT		POST OCCUPANCY		HOURS		RATE		TOTAL
DURATION	10 WEEKS		2 MONTHS		3 MONTHS		5 MONTHS		2 MONTHS		2 MONTHS		16 MONTHS		2 MONTHS		3 MONTHS						
TOTAL HOURS POSSIBLE/AVAILABLE PER PHASE/FTE	400 HRS		360 HRS		520 HRS		840 HRS		360 HRS		360 HRS		2,640 HRS		360 HRS		520 HRS						
	% Available this Phase	Hours	% Available this Phase	Hours	% Available this Phase	Hours	% Available this Phase	Hours	% Available this Phase	Hours	% Available this Phase	Hours	% Available this Phase	Hours	% Available this Phase	Hours	% Available this Phase	Hours					
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C Principal in Charge ***(Always available to the City and PM - Mobile# 510-684-1159)***	25%	100	25%	90	15%	78	5%	42	1%	3.6	2%	7.2	1%	26.4	1%	3.6	1%	5.2	356	x	$400	=	$ 142,400.00
Kim-Van Truong, AIA, LEED AP, Assoc DBIA Project Manager/CA Lead	75%	300	75%	270	75%	390	75%	630	10%	36	5%	18	15%	396	5%	18	5%	26	2084	x	$160	=	$ 333,440.00
Anthony Grand, AIA, LEED AP BD+C Design Director	35%	140	35%	126	20%	104	10%	84	5%	18	5%	18	5%	132	0	0	0	0	622	x	$170	=	$ 105,740.00
Dana Vollmer-Grant, Assoc AIA, WELL Aquatics and Recreation Programming Specialist	20%	80	20%	72	10%	52	5%	42	0	0	0	0	0	0	0	0	0	0	246	x	$155	=	$ 38,130.00
Amnuay Amnuaydejkorn, AIA Senior Associate Project Captain/CA Lead	25%	100	25%	90	50%	260	50%	420	10%	36	10%	36	75%	1980	5%	18	10%	52	2992	x	$155	=	$ 463,760.00
Danwei Wang, Associate Designer - Computational Specialist	30%	120	30%	108	30%	156	30%	252	15%	54	0%	0	0%	0	0%	0	0	0	690	x	$130	=	$ 89,700.00
Tracy Chan, Associate AIA, LEED AP BD+C Designer - BIM Manager	30%	120	30%	108	30%	156	30%	252	10%	36	0%	0	0%	0	0%	0	0	0	672	x	$115	=	$ 77,280.00
Kelly Elmore, Associate AIA, LEED AP BD+C Designer - Sustainability Specialist	30%	120	30%	108	25%	130	25%	210	5%	18	0%	0	0%	0	0%	0	0%	0	586	x	$105	=	$ 61,530.00
Administrative	20%	80	20%	72	20%	104	5%	42	5%	18	2%	7.2	5%	132	5%	18	5%	26	499.2	x	$85	=	$ 42,432.00
																							$ 1,354,412.00
																			No Charge for C. Mamuyac's Time				$ (142,400.00)
																							$ 1,212,012.00

The above "percentage of availability" are estimates, and are subject to adjustment.
At this time, all known project overlaps and/or time contingencies
are accounted for in the stated estimated percentages.

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:

Awarded Vendor	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.
City	The City of Piedmont and any department or agency identified herein
Program/Project Manager (PM)	The City's designated Program/Project Manager
Dept. of Public Works	The City's Department of Public Works.
Consultant	Organization/individual submitting a response to this RFQ/P.
Evaluation Committee	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.
LEED	Leadership in Energy & Environmental Design rating system, as operated by the United States Green Building Council
May	Indicates something that is not mandatory but permissible.
Proposer	The Firm/Team submitting a Proposal in response to this RFQ/P
Project Architect (PA)	The Awarded Vendor, the Firm that shall have overall responsibility for the Design of the Project.
Proposal	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
RFQ/P	Request for Qualifications/Proposal.
Services for Work	Services for Work to be provided by the Project Architect
Shall/Must	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 fellable 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

- o Roof plans: Refined equipment layout including ductwork and attachments. Conditions to be detailed
- o Reflected ceiling plans showing Lighting, grill layout, penetrations
- o Elevations: All wall features, including details of all awnings or shade systems, materials indications, refined dimensions
- o Sections: Refine all integrated features in specific areas, refine dimensions, materials indications
- o Schedules: All partition/demising wall types defined, complete paint/finish schedule. Complete door/frame schedule, complete window schedule
- o Interiors: Final interior elevations, reflecting ceiling plan, finishes, furniture and fixtures, casework and millwork layout, and material selection
- o All details defined
- o Provide final material and color board for exterior and interior finishes
- o Update and expand Schematic Phase Outline Specifications
- o Provide recommendation for all door and window hardware
- o Updated value engineering report, measures implemented, elements remaining to be addressed, preliminary long term major maintenance / equipment replacement and budget recommendations
- o Develop a detailed total project cost estimate
- o 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 (5^{th}) 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 _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

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 CONTRACTOR NAME]**
By: _____	By: _____
[Mayor or City Administrator]	[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.epls.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.

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: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

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:

1. 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
2. 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
3. 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 ▶

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. 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. <u>Miscellaneous</u>.

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. <u>Notices</u>.

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.

[Firm Name]

ARCHITECTURE AND ENGINEERING FEE PROPOSAL

[DATE]

ARCHITECTURE AND ENGINEERING DESIGN SERVICES - CITY OF PIEDMONT AQUATIC CENTER-								
Discipline	**Conceptual Design**	**Schematic Design**	**Design Development**	**Construction Documents**	**Regulatory Permitting**	**Bid Support**	**Construction Administration Support**	**TOTAL**
								$ -
Architecture								$ -
Interior Design								$ -
FF&E Design and Procurement								$ -
Signage / Graphics								$ -
Codes and Accessibility Compliance								$ -
Waterproofing								$ -
Structural								$ -
Mechanical								$ -
Plumbing								$ -
Electrical								$ -
Low Voltage (SCS)								$ -
Audio Visual								$ -
Lighting Design								$ -
Security Systems (Basis of Design)								$ -
Fire Alarm (Basis of Design)								$ -
Building Management Systems (BOD)								$ -
Utility Coordination								$ -
LEED Silver Bulding Design Service								$ -
Net Zero Energy Design Services								$ -
Estimating								$ -
Meetings								$ -
								$ -
SUBTOTALS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

REIMBURSABLE EXPENSES								
								$ -
								$ -
								$ -
								$ -
								$ -
SUBTOTAL								**$ -**

GRAND TOTAL	**$ -**

Recommended Services Not Included Above:

Item #5 – Community Pool Architecture Services Contract
Correspondence Received before Monday, October 18th at 3:30 p.m.

Dear City Council,

We are very pleased to see that the ELS proposal emphasizes their aspiration to develop an all-electric, carbon-neutral aquatic center. Like them, we believe that this can be an important teaching opportunity for Piedmont and communities beyond Piedmont about how we can transition to a society and economy that is no longer dependent on climate-warming fossil fuels.

We do have a couple of questions and concerns to raise at this point. ELS's proposal mainly discusses eliminating GHG emissions in buildings, without bringing up the more impactful issue of pool water heating. Designing buildings which are ZNE is by now a well-trodden path. The more important (and more challenging) consideration with this project is how to design a system for heating pool water that does not use natural gas. As you know, pool water heating was the major source not only of the old Aquatic Facility's GHG emissions, but also of the City's (municipal sector's) overall emissions. Unless we rigorously address pool water heating, the larger-sized pools that have been proposed run the danger of increasing our GHG emissions and making it impossible to meet our CAP 2.0 emissions reduction targets.

So a question for ELS about their proposal is whether they are counting the pool itself as a building, or are they mainly referring to the pool house when they talk about eliminating GHG emissions in buildings? Eliminating emissions from the pool house does not equate eliminating emissions from the pool facility as a whole. We hope that this will be addressed more squarely in future communications about the pool design process.

Regarding the goal of making the facility All-electric, which we are fully behind, we want to stress the importance of generating as much of this electricity as possible on-site -- most likely through solar PV. We don't see mention of this in ELS's proposal. Generating some of the electricity on-site would be more cost-effective than running the facility entirely on grid electricity (EBCE's 100% renewable plan, which Piedmont is on). In addition, electricity generated on-site is more deeply green or environmentally sustainable than grid electricity, not only because it eliminates energy losses from transmitting electricity from remote sites, but because the current grid electricity mix is only 33% from renewable sources (62% if you include large hydro, nuclear, and geothermal). Space limitations at the site make it unlikely that we'll be able to fit the number of PV panels that would be needed for generating all the aquatic facility's electricity on-site, but we should attempt to fit in as many PV panels as feasible, to decrease our reliance on grid electricity.

Communicating these complex energy considerations to the Piedmont community is going to be a big task, and Piedmont Connect is on board to assist with this process in any way that we can. For starters, most residents currently don't understand that the old pool was heated by natural gas and that this pool water heating constituted around 66% of GHG emissions from City facilities. Nor is there widespread awareness of the emissions reductions targets we set through our CAP 2.0 and the implications these targets have for the design of the new pool facility. We hope that,

as our elected officials, you will play a key role in communicating these important realities to Piedmont citizens. Coming out early in the process in favor of attempting an all-electric, zero emissions design (as Councilmember Rood has done) would be a great first step.

Thank you for your efforts to bring forward a facility that Piedmont can be proud of.

Sincerely,
Piedmont Connect's Pool Committee
Indira Balkissoon
Garrett Keating
Margaret Ovenden
Tom Webster

Dear Mayor King and Council,

Hottest July on record, California's 2 nd worst fire season with 2020 being the worst, killer floods in various locations including NY, Tennessee and China; orange trees in Italy voluntarily shedding fruit so that they can survive another drought . . . climate change is a real existential threat. The emergency is here and now. While the choice of ELS is no surprise, there is a significant positive in this choice as the Staff Report indicates: "The Firm (ELS) also communicated an understanding of the exigencies of climate change."

Simply requiring LEED buildings sidesteps the fundamental issue of the primary energy source of the new pool which will be about 250% greater in water volume than the old pool. Kindly direct ELS to incorporate sustainable energy sources such as solar arrays for heating the water and not just heating the buildings.

Sincerely,

Rick Schiller
