## CITY OF SAN PABLO AGREEMENT FOR CONSULTING SERVICES

Project No.VAL-100/ Agreement No.

THIS AGREEMENT ("**Agreement**"), dated and effective this 19<sup>th</sup> day of March, 2019 ("**Effective Date**"), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, ("**City**"), and Kitchell, a mechanical or multidiscipline engineering and architectural services firm, ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

## RECITALS

WHEREAS, the City desires to engage a consultant to provide engineering and architectural consulting services to the City ("**Services**") as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City's best interest will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

#### **TERMS AND CONDITIONS**

#### (1) <u>Scope of Services</u>.

A. <u>Scope of Services</u>. Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City's Request for Proposals, dated February 5, 2019 and any addenda thereto ("**RFP**"), attached as **Exhibit A** and incorporated herein, and the scope of services set forth in Consultant's revised proposal dated March 7, 2019 ("**Proposal**"), attached as **Exhibit B** and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services ("**Additional Services**") subject to prior written authorization by the City, as further specified below in Section (3), "Additional Services."

B. <u>Quality of Performance</u>. Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee ("City Manager"). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's

acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. <u>Time is of the Essence</u>. In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."

D. <u>**Primary Service Provider**</u>. The City has approved of Dave Giannelli as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

(2) <u>Compensation</u>. As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **One Hundred Thirty Eight Thousand and One Hundred and Fifty Eight Dollars (\$138,158)** as follows:

On a completed deliverables basis, with a total amount for the delineated "Tasks" amounting to \$138,158

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (6), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

Additional Services. In addition to the Services included in Section (1), "Scope of (3) Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (25), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1). "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

(4) <u>Effective Date and Term</u>. The term of this Agreement ("Term") begins on the Effective Date set forth above, and expires on February 28, 2020. If the Term expires later than the end of the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement.

(5) <u>Assignment and Subcontracting</u>. A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

Subconsultant/Subcontractor Name	Subconsultant/Subcontractor Services				
ADR Environmental Group	Hazardous Materials consultants				

Independent Contractor Status. It is expressly understood and agreed by the Parties (6) that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

(7) <u>Billings</u>. Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant's signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

(8) <u>Advice and Status Reporting</u>. Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information.

Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

(9) <u>Retention of Records</u>. Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (8) will survive expiration of the Term or termination of the Agreement.

(10) <u>Written Reports and Documents</u>. In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(11) <u>Record and Fiscal Control System</u>. Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(12) <u>Access to Records; Audits</u>. The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(13) <u>Consultant's Testimony</u>. Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (12) will survive expiration of the Term or termination of the Agreement.

(14) <u>Assignment of Personnel</u>. Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. <u>Policies and Limits</u>. Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

- 1. Commercial General Liability Insurance ("CGL"): The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
- 2. Automobile Liability: The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
- 3. Workers' Compensation Insurance and Employer's Liability: The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
- 4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions apply if the professional liability policy is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
- b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

B. <u>**Required Endorsements.</u>** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.</u>

- **1. Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
  - a. The City, its officers, officials, employees, and volunteers ("Additional Insureds") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
  - b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
  - c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
  - d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.
  - e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.

- 2. Notice: Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least 30 days written notice to the City, unless due to non-payment of premiums, in which case 10 days written notice is required.
- **3. Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, or self-insured retentions with respect to the adductibles or self-insured retentions, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. <u>Subconsultants or Subcontractors</u>. Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

(16) <u>Indemnification</u>. The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are <u>not</u> "design professional" services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant <u>are</u> "design professional" services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents (**"Indemnified Parties"**) from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines,

and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

B. Indemnification by Design Professionals. Consistent with California Civil Code section 2782.8 ("section 2782.8"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs

shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

(17) <u>Licenses</u>. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

#### (18) <u>Employment Practices</u>.

- A. <u>Employment of Local Residents</u>. Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC") at <u>info@sanpabloedc.org</u> or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.
- B. <u>Compliance With Law</u>. Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person

because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 ("**ADA**") in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

(19) <u>Local Subcontracting – Outreach</u>. Consultant shall contact the EDC at <u>info@sanpabloedc.org</u> or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

## (20) <u>Termination</u>.

City may terminate this Agreement at its sole discretion at any time prior to Α. expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (21), "Notices." The Agreement shall be terminated upon the date set forth in the City's Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Citv. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. <u>Termination for Cause.</u> City may terminate this Agreement for cause by providing Consultant with one day's written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City's termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. <u>Immediate Termination.</u> City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the

Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(21) <u>Ownership of Materials</u>. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(22) <u>Amendments</u>. This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

(23) <u>Abandonment by Consultant</u>. In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

(24) <u>Waiver</u>. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

(25) <u>No Third-Party Rights</u>. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

(26) <u>Severability</u>. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(27) <u>Compliance with Laws</u>. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(28) <u>Controlling Law and Venue</u>. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or

relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

(29) <u>Breach</u>. In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(30) <u>Inspection by Other Agencies</u>. Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City may have the right to inspect Consultant's work product.

(31) <u>Conflict of Interest</u>. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interests in a timely manner.

(32) <u>Copyright</u>. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

(33) <u>Whole Agreement</u>. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

(34) <u>Multiple Copies of Agreement</u>. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

(35) <u>Notices</u>. Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

- To Consultant: Kitchell Dave Giannelli, Sr. VP of Operation 2450 Venture Oaks Way, Suite 500 Sacramento, CA 95833
- To the City: City Manager 13831 San Pablo Avenue San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(36) <u>Federal Funding Requirements (if applicable)</u>. If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.326, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

[Indicate whether the Agreement is subject to federal funding by marking the appropriate provision below.]

\_\_\_\_ This Agreement is subject to federal funding. See Exhibit C.

X This Agreement is <u>not</u> subject to federal funding.

(37) <u>Caltrans Funding Requirements (if applicable)</u>. If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual ("LAPM"), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

[Indicate whether the Agreement is subject to reimbursement or funding by Caltrans by marking the appropriate provision below. Be sure to check the **current** LAPM requirements.]

\_ This Agreement is subject to funding by Caltrans. See Exhibit D.

X This Agreement is not subject to funding by Caltrans.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

Dated

#### APPROVED AS TO FORM:

CITY OF SAN PABLO A Municipal Corporation

By

Lynn Tracy Nerland, City Attorney

By \_\_\_\_\_ Matt Rodriguez, City Manager

**Dave Giannelli** Bv

Kitchell, Sr. VP of Operations

ATTEST:

By

Patricia Ponce, City Clerk

Attachments: Exhibit A: Request for Proposals, dated February 5, 2019 Exhibit B: Consultant's Proposal, dated March 7, 2019 **REQUEST FOR PROPOSALS** 



For: CITY OF SAN PABLO 2023 VALE RD. HVAC REPLACEMENT MECHANICAL ENGINEERING CONSULTING SERVICES

Release Date: Tuesday, February 5, 2019

Closing Date: Monday, February 25, 2019

Contact Person: Ronalyn Nonato, Assistant Engineer

# INTRODUCTION

The City of San Pablo (the City) seeks a qualified consultant or teams of consultants to prepare an assessment of existing Heating, Ventilation, and Air Conditioning (HVAC) system and building/roof structures, deliver a recommendation report with alternatives, provide preliminary engineering, construction Plans, Specifications and Estimates (PS&E) and support for the bidding/construction process of the:

2023 Vale Rd. HVAC Replacement Project City of San Pablo project # VAL-100

San Pablo is a small mostly residential city in West Contra Costa County. The City was incorporated in 1948 and has a population of approximately 30,000. The area of the City is approximately 2.5 square miles. The City has a very diverse ethnic makeup. Household income levels are below Bay Area averages. Contra Costa Community College, Helms Middle School and five elementary schools serve local and regional education needs. Commercial interests in the City include Casino San Pablo, several grocery stores, auto repair, restaurants and many other small businesses. San Pablo Creek, Wildcat Creek and Rheem Creek cross through the City, as does Interstate 80. San Pablo Avenue, San Pablo Dam Road, El Portal, Rumrill Boulevard and 23<sup>rd</sup> Street are the major arterial streets. The City limits abut Alvarado Park of the East Bay Regional Parks.

The 2023 Vale Rd. HVAC Replacement Project (Project) will replace or improve the HVAC system of the existing Lifelong Medical Care Building, also known as the Brookside Community Health Center, situated in 2023 Vale Rd. in San Pablo. Due to its age, the facility has many components that are in need of replacement, in particular, its HVAC system. The building or roof structure, where the existing HVAC system is currently installed, may also need to be upgraded or replaced. The Lifelong structure is a two-story

building, approximately 25,500 SF, which comprise of medical offices or suites and a pharmacy. The original building was completed in 1967 and minor renovations were done in 2009. The building has as-built plans and renovation plans. Note that all of the renovations in the building may not have been captured. Currently, the building has a double duct system with separate heating and cooling systems that feed variable air volume (VAV) distribution boxes located throughout the building.

# SCOPE OF WORK

The City of San Pablo (City) is soliciting proposals from qualified professional mechanical engineering firms to provide:

- 1. A comprehensive assessment of the existing Lifelong Medical Care Building HVAC system and its building/roof structure
- 2. HVAC and building/roof structure improvement recommendations, with alternatives;
- 3. Plans, Specifications and Estimates (PS&E) for the selected improvements; and
- 4. Bidding and construction support.

## A. <u>GENERAL</u>

The project work will be a multidisciplinary effort involving at a minimum mechanical engineering, electrical engineering, structural engineering, permitting, hazardous materials abatement, sampling, testing, plan preparation, specification writing, cost estimating, and any and all professional and technical assistance that may be needed to complete the project. As such, the City will only consider engagement of an experienced, highly qualified firm and/or team. If your response to this RFP is through a team effort, it is critical that your proposal address how the various members of your team will be united in effort.

Upon award and during the contract period, if the Consultant chooses to assign different personnel to the project, the Consultant must submit their names and qualifications to the City for approval before they begin work.

## B. DESIGN CRITERIA

All engineering for the project shall be consistent with all City, State and Federal codes and regulations.

## C. PROJECT MANAGEMENT

Kick-off Meeting: Upon receipt of a written Notice to Proceed from the City of San Pablo, Consultant shall conduct a kick-off meeting with the City to review the scope of the project, develop a project schedule, and confirm deliverables.

Project Schedule: Consultant shall prepare a critical path method project schedule showing each task, start and end dates, and task duration. This schedule must be updated and submitted every month and coordinated with the City. Assume that progress meetings will occur at City offices during the length of the project. Include these meetings in the progress schedule and account for them in the fee schedule.

Meetings: Conduct monthly, or more as needed, progress meetings with City staff to maintain project delivery schedule, discuss project status, review work in progress, and coordinate the work of sub-consultants. Ensure schedule of work meets or exceeds all milestones, from inception to completion of the project. Coordinate with the City to schedule project meetings. Consultant shall prepare agendas, attend meetings, and compile project meeting minutes.

Progress Report: Prepare a monthly progress report along with invoicing for work performed by the Consultant and sub-consultants. These reports will include progress-to-date, City action items, Consultant action items, work product deliverables, problems encountered with suggested solutions, and anticipated work for the next month. These reports will in general be submitted with monthly invoices.

## D. EXISTING HVAC SYSTEM ASSESSMENT AND REPORT

The Consultant shall conduct a thorough assessment of the existing HVAC system as well as the Lifelong Medical Care building structure, such as roof replacement, for the purpose of identifying system/structure deficiencies and recommending solutions. Existing as-built drawings, equipment manuals, specifications etc. will be utilized as well on-site inspection of the system and project site. These existing asbuilt drawings for the Lifelong Medical Care building are available at the offices of the Public Works Department, Engineering Division.

All information supplied by the City including plans or permits are provided without any warranty as to their accuracy or completeness. The City's records contain information provided by others and conditions may have changed since the information was transmitted to the City. The selected Consultant shall verify the accuracy of all pertinent existing information.

The identification of HVAC system deficiencies shall be comprehensive in nature and should consider, at a minimum: current system performance, maintenance requirements, operations efficiency (including costs of operation), remaining system operational life, inadequate design, and any other deficiencies observed, such as potential abatement of hazardous materials in the existing HVAC system or building/roof structure.

It is the City's desire to minimize disruption to the existing Lifelong Medical Care operations. The operations of the existing facility is hectic and so the opportunity to

relocate personnel during construction is limited. Therefore, the Consultant shall develop a construction-phasing plan that considers the needs of the Medical Care building.

The Consultant shall prepare Recommendation Report outlining а recommendations for any HVAC system and building/roof structure improvements. Two (2) alternatives (assume for Fee proposal purposes) shall be proposed in the report, including a schematic drawing of each, listing the proposed system and project cost estimates (design, installation and Operation and Maintenance costs). The proposed solutions shall be based on the consultant's professional expertise and experience and shall take into consideration numerous factors including existing HVAC performance, hazardous materials reports, construction disruption of Medical Care operations, installation cost, operational and maintenance cost, efficiency, system operational life, and input from City staff.

The Recommendation Report findings shall be written in a draft report and submitted to the City for review, discussion, and comment. The Consultant shall submit three (3) copies and a copy in electronic format (MS Word) to the City. The Consultant shall incorporate comments and submit the final Recommendation Report to the City. The final report shall be wet stamped and signed by a professional Mechanical Engineer licensed in the State of California.

Upon review of the Recommendations Report, the City will determine how to proceed with the project. If the City chooses to proceed with one of the recommendations, the City shall have the option of issuing a task order for design with the Consultant or use the RFP process to solicit proposals from other consultants.

## E. PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

This task shall include comprehensive engineering HVAC design services for the development of all necessary bidding documents including plans, specifications and estimates (PS&E) to be used for the construction of the improvements, and should therefore be complete in detail and contain all necessary information. If building/roof structure improvements are necessary, then its PS&E shall also be included. Drawings shall conform to standard professional practice and applicable rules, codes and regulations (local, state and federal). The format of the drawings and project manual shall follow City of San Pablo standards.

Plans: Project plans prepared by the Consultant shall be submitted to the City at the 35%, 65%, 95%, and 100% level. Each submittal must include three 11"x17" copies and one 24"x36" copy in addition to PDF files.

The CAD files must be prepared using 2016 (or newer) ACAD format. For the 100% PS&E, one bond copy stamped and signed, one Mylar copy stamped and signed, and all digital CAD files in appropriate City format shall be submitted to the City.

Specifications: Consultant shall prepare a Technical Provisions relevant to the Project that will be used by the City to advertise and construct the project. The Consultant shall use City's format to prepare the Specifications. The Specifications shall be submitted to the City at the 35%, 65%, 95%, and 100% level. Each submittal must include three hard copies in addition to the pdf files. Three hard copies and one electronic copy on a CD of the Specifications shall be delivered to the City after 100% plans are ready and signed and stamped by the engineer.

Estimate: Project estimates shall be segregated between the various phases. Project estimate shall be submitted to the City at the 35%, 65%, 95%, and 100% level. Each submittal must include three hard copies in addition to the pdf files. Three hard copies and one electronic copy on a CD of final signed and stamped engineer's estimate shall be delivered to the City after 100% plans are signed and stamped by the engineer.

During each PS&E submittal phase, allow three weeks for City review. In addition, the Consultant shall ensure that any other agencies/entities involved also receive a copy of deliverables for review. It will be the Consultant's responsibility to coordinate with any relevant agencies/entities and to ensure that comments made by other agencies/entities are integrated into the final PS&E.

The City reserves the right to request a copy of all digital project files (including CAD, excel, work and other files) during any phase of Project's development.

## F. BIDDING AND CONSTRUCTION SUPPORT

As part of the proposal, the Consultant shall include bid support services that consist of assisting the City in responding to all bidder inquiries during the project advertisement phase.

The Consultant shall also include services for limited engineering construction support. These services include responding to all Requests for Information (RFI), altering project plans to address any design flaws or inconsistencies, attendance at the pre-construction meeting, and review of shop drawings.

The Consultant shall modify final Mylar plans to show final location and layout of all mechanical, electrical and instrumentation equipment, piping and conduits, structures, and other facilities. As-built record drawings shall reflect change orders, accommodations, and adjustments to all improvements constructed. Final updated

Mylar as-built plans must be delivered to the City in a timely manner once the construction is complete.

## G. ADDITIONAL SERVICES

Consultant is encouraged to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the project as defined herein. Consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal but separated out as an additional task in the Consultant's Fee Schedule.

## NON-MANDATORY PRE-PROPOSAL MEETING

A non-mandatory pre-proposal meeting and job walk through will be held on February 11, 2019 at 1:30 p.m. to allow City staff to respond to specific questions from proposers. The meeting will be held in front of the Lifelong Medical Care Building, located at 2023 Vale Rd., San Pablo California. Please direct your substantive questions to City staff at this meeting rather than by direct contact to ensure fairness and efficiency in the selection process.

# PROPOSAL REQUIREMENTS

Professional disciplines expected to be involved with the project include, but are not limited to: mechanical engineering, electrical engineering, structural engineering, hazard materials abatement experts and architecture.

## 1. INFORMATION ABOUT THE FIRM/S

Provide the name, address, telephone number, facsimile number, e-mail and primary contact person of the lead firm and the details of key personnel assigned to the project. If a joint venture or consultant team is proposed, state this information for each of the participating firms and each firm's responsibility for the completion of work.

Describe the experience of each participating firm, stressing experience for projects of a similar nature. If consultant team has previously worked together, describe completed projects. Indicate anticipated level of effort that each firm will devote to this design.

- 2. <u>ORGANIZATION CHART / PERSONNEL</u> Since the Project consists of several professional disciplines, Consultant is requested to provide an organization or personnel chart to delineate communication, coordination and hierarchical structure.
- 3. STATEMENT OF QUALIFICATIONS OR RESUMES

Provide a brief description of general qualifications, the multi-disciplinary nature of the team assembled for this project, specific evidence of relevant experience, and a listing of key personnel that would be available to work on this Project.

#### 4. PROJECT APPROACH AND SCHEDULE OF WORK

Describe how the Consultant has approached completing other projects of a similar nature. If a Consultant team will perform services, describe how the team has worked together through the management and oversight processes as well as in the preparation of deliverables. If a new member of a Consultant team will perform a certain service, describe how they have worked with other Consultants in managing and implementing similar projects.

The schedule of work must be included in the proposal in order to demonstrate Consultants ability to accomplish the Project deadlines. All tasks including deliverables of each sub-consultant must meet set individual deadlines and overall project schedule. The Consultant shall provide to the City substantiated evidence that their firm or team is capable of providing sufficient personnel for the time period to complete the design and engineering of the project.

Progress meetings with City staff shall be scheduled until the design is completed. These meetings may also be attended by other stakeholders as needed to resolve design issues.

5. <u>SPECIAL REQUIRMENTS</u> Not Used.

#### 6. REFERENCES AND COMPARABLE PROJECTS

Provide a summary of projects in progress or completed, with the following information for each:

- a. Reference name, with current contact information
- b. Type of project/development
- c. Client type (clarifying role of private sector client, if any)
- d. Size and scale of geographic area
- e. Current status (design, construction, etc.)
- f. Nature of public involvement

## 7. PROJECT MANAGEMENT AND STAFF AVAILABILITY

Consultant should have an individual who will function as the main coordinator and hub for all the other consultants and sub-consultants; he/she will oversee project updates under the direction of City staff. This person will monitor timelines, review and evaluate products, ensure quality control and assist in facilitating meetings.

8. COST ESTIMATE

The cost proposal shall include a line item cost estimate for each work task outlined in the scope of services plus a separate cost for meetings (cost per meeting, if any). The cost spreadsheet should be in a format that will allow City staff to determine the key project team member(s) proposed for each task and the number of management, technical, drafting and support personnel hours, cost per hour for each project team member and total cost envisioned for each task. Identify any other costs to be billed to the project including project expenses and subconsultant fees. Include any proposed mark-up for sub-consultant fees. Include a copy of the proposed rate schedules(s) to be used throughout the duration of the project and any adjustments that are predicted to occur during the execution of the project.

The proposed cost and schedule that the City is asking will demonstrate the level of commitment that will be needed for the project. The City realizes that there may be a need for further negotiations for the cost of the design work.

# PROPOSAL FORMAT

Please prepare and organize the proposal based on the requirements listed below.

- 1. Cover Letter A cover letter must be provided transmitting the consultant proposal for consideration. The cover letter must be signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the team.
- 2. Proposed Work Program Scope / Schedule / Hours Budget Provide a description of tasks anticipated to provide the services outlined above and meet the Project objectives. Description can include:
  - a. Identification of major tasks, or range of possible tasks, anticipated to complete the Project.
  - b. Estimated milestone delivery schedule, based on tasks identified.

## PROPOSAL SUBMITTAL

- Provide three (3) hard copies and one electronic copy of the proposal no later than 5:00 p.m. on the "closing date" listed on the front page of this RFP. Proposals shall be addressed to Ronalyn Nonato, Assistant Engineer, Public Works Department -Engineering, City of San Pablo, 13831 San Pablo Avenue, Bldg 3, San Pablo, CA 94806.
- 2. All proposals shall be submitted in a sealed envelope, clearly marked with the title of this RFP, with the closing date and time.
- 3. All proposals, whether selected or rejected, shall become the property of the City.
- 4. The cost of RFP preparation shall be that of the consulting firm and shall not be paid by the City.
- 5. Proposals shall be signed by an authorized employee in order to receive consideration.
- 6. City will not be responsible for proposals delivered to a person or location other than that specified herein.
- 7. The successful proposer will be asked to enter into an agreement with the City reflecting the terms and conditions of the proposal based on the City's Professional Services Agreement (Agreement) requirements. A copy of the Agreement is included as **Attachment A** to this RFP.

- 8. Neither the City of San Pablo, its City Council, officers, employees, agents, representatives, nor any of its consultants will be liable for any claim or damages resulting from the RFP process.
- 9. By submitting a proposal in response to this RFP, the proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

# AWARD CRITERIA AND SELECTION PROCESS

## AWARD CRITERIA

- 1. Experience of the firm with similar projects, including local knowledge and prior experience with HVAC replacement projects.
- 2. Demonstrated understanding of the Project including Project needs, identification of potential issues and overall approach to HVAC replacement design.
- 3. Technical ability to create engineering reports and design. Knowledge of California Building Code and HVAC industry design standards.
- 4. Quality and availability/current workload of proposed staff. Demonstrated history of team members (sub-consultants) working together and cooperation.
- 5. Identification of innovative approaches and solutions to key project issues.
- 6. Willingness and demonstrated ability to work expediently and meet deadlines.
- 7. References and record of previous budget/schedule project performance for similar projects.

Criteria	Maximum Points
Experience with similar work	20
Demonstrated understanding of the project	20
Technical ability	15
Quality and availability of staff	15
Identification of innovative approaches	15
Ability to meet deadlines	10
References	5
Total	100

## SELECTION PROCESS

- 1. The City will be evaluating all proposals submitted.
- 2. The City will exercise its discretion in selecting a firm. The award will be authorized by the City Manager to execute an agreement after negotiation of a contract in accordance with the City's selection process.

- 3. The City reserves the right to award a contract to the firm that presents the proposal, which, in the sole judgment of the City, best serves the community's interest.
- 4. The City reserves the right to reject any and all proposals, to waive minor irregularities in proposals, or to negotiate minor deviations with the successful firm.

Release of RFP	Feb. 5, 2019		
RFP pre-bid meeting or job walk through	Feb. 11, 2019		
RFP Closing or Due date	Feb. 25, 2019		
Review of Proposals	Feb. 26, 2019		
Notify Chosen Consultant	Feb. 27, 2019		
Negotiation of Fees, if necessary	Feb. 28, 2019		
Award Contract	Mar. 4, 2019		
Project Kick-off Meeting	Mar. 5, 2019		

# **PROJECT TENTATIVE SCHEDULE**

# SAMPLE AGREEMENT

A sample agreement is attached (**Attachment A**) that includes terms regarding conflict of interest, insurance, indemnification and assignment. The consultant selected to perform the work will be required to comply with these terms.

# Contact:

All questions regarding this RFP shall be directed to: Ronalyn Nonato Public Works | Engineering City of San Pablo (510) 215-3065 <u>RonalynN@sanpabloca.gov</u>

Attachments:

A. City of San Pablo Professional Services Agreement

## CITY OF SAN PABLO AGREEMENT FOR CONSULTING SERVICES

Project No.\_\_\_\_/ Agreement No.\_\_\_\_\_

THIS AGREEMENT ("**Agreement**"), dated and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("**Effective Date**"), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, ("**City**"), and \_\_\_\_\_, a \_\_\_\_, ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

#### RECITALS

WHEREAS, the City desires to engage a consultant to provide services to the City ("**Services**") as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City's best interest will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

#### TERMS AND CONDITIONS

## (1) <u>Scope of Services</u>.

A. <u>Scope of Services</u>. Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City's Request for Proposals, dated \_\_\_\_\_\_ and any addenda thereto ("RFP"), attached as Exhibit A and incorporated herein, and the scope of services set forth in Consultant's proposal dated \_\_\_\_\_\_ ("Proposal"), attached as Exhibit B and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services ("Additional Services") subject to prior written authorization by the City, as further specified below in Section (3), "Additional Services."

B. <u>Quality of Performance</u>. Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee ("City Manager"). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's

acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. <u>Time is of the Essence</u>. In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."

## D. Primary Service Provider. The City has approved of \_\_\_\_\_

as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

(2)	Compensati	on. As full	compensati	on for the	satisfac	tory	and timely	y perform	ance of the
Services	as specified	in Section	(1), "Scope	of Service	es," and	l the	attached	exhibits,	City hereby
agrees	to	pay	Consultant	а	su	m	not	to	exceed
				_Dollars	<write< td=""><td>out</td><td>amount≯</td><td>&gt; (\$</td><td>) as</td></write<>	out	amount≯	> (\$	) as
follows:									

## < Indicate any special payment arrangement, if applicable, e.g., hourly rates.>

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (6), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

Additional Services. In addition to the Services included in Section (1), "Scope of (3) Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (25), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1). "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

(4) <u>Effective Date and Term</u>. The term of this Agreement ("Term") begins on the Effective Date set forth above, and expires on \_\_\_\_\_\_. If the Term expires later than the end of the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement.

(5) <u>Assignment and Subcontracting</u>. A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

Subconsultant/Subcontractor Name

Subconsultant/Subcontractor Services

Independent Contractor Status. It is expressly understood and agreed by the Parties (6) that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

(7) <u>Billings</u>. Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant's signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

(8) <u>Advice and Status Reporting</u>. Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information.

Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

(9) <u>Retention of Records</u>. Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (8) will survive expiration of the Term or termination of the Agreement.

(10) <u>Written Reports and Documents</u>. In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(11) <u>Record and Fiscal Control System</u>. Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(12) <u>Access to Records; Audits</u>. The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(13) <u>Consultant's Testimony</u>. Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (12) will survive expiration of the Term or termination of the Agreement.

(14) <u>Assignment of Personnel</u>. Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. <u>Policies and Limits</u>. Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

- 1. Commercial General Liability Insurance ("CGL"): The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
- **2. Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
- 3. Workers' Compensation Insurance and Employer's Liability: The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
- 4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions apply if the professional liability policy is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
- b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

B. <u>**Required Endorsements.</u>** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.</u>

- **1. Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
  - a. The City, its officers, officials, employees, and volunteers ("Additional Insureds") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
  - b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
  - c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
  - d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.
  - e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.

- 2. Notice: Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least 30 days written notice to the City, unless due to non-payment of premiums, in which case 10 days written notice is required.
- **3. Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, or self-insured retentions with respect to the adductibles or self-insured retentions, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. <u>Subconsultants or Subcontractors</u>. Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

(16) <u>Indemnification</u>. The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are <u>not</u> "design professional" services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant <u>are</u> "design professional" services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents (**"Indemnified Parties"**) from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines,

and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

B. Indemnification by Design Professionals. Consistent with California Civil Code section 2782.8 ("section 2782.8"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs

shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

(17) <u>Licenses</u>. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

## (18) <u>Employment Practices</u>.

- A. <u>Employment of Local Residents</u>. Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC") at <u>info@sanpabloedc.org</u> or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.
- B. <u>Compliance With Law</u>. Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person

because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 ("**ADA**") in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

(19) <u>Local Subcontracting – Outreach</u>. Consultant shall contact the EDC at <u>info@sanpabloedc.org</u> or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

## (20) <u>Termination</u>.

City may terminate this Agreement at its sole discretion at any time prior to Α. expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (21), "Notices." The Agreement shall be terminated upon the date set forth in the City's Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Citv. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. <u>Termination for Cause.</u> City may terminate this Agreement for cause by providing Consultant with one day's written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City's termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. <u>Immediate Termination.</u> City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the

Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(21) <u>Ownership of Materials</u>. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(22) <u>Amendments</u>. This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

(23) <u>Abandonment by Consultant</u>. In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

(24) <u>Waiver</u>. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

(25) <u>No Third-Party Rights</u>. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

(26) <u>Severability</u>. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(27) <u>Compliance with Laws</u>. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(28) <u>Controlling Law and Venue</u>. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or

relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

(29) <u>Breach</u>. In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(30) <u>Inspection by Other Agencies</u>. Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City may have the right to inspect Consultant's work product.

(31) <u>Conflict of Interest</u>. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interests in a timely manner.

(32) <u>Copyright</u>. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

(33) <u>Whole Agreement</u>. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

(34) <u>Multiple Copies of Agreement</u>. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

(35) <u>Notices</u>. Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:
To Consultant:

Name, Title

Address

To the City: City Manager 13831 San Pablo Avenue San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(36) <u>Federal Funding Requirements (if applicable)</u>. If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.326, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

[Indicate whether the Agreement is subject to federal funding by marking the appropriate provision below.]

- This Agreement is subject to federal funding. See Exhibit C.
- This Agreement is <u>not</u> subject to federal funding.

(37) <u>Caltrans Funding Requirements (if applicable)</u>. If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual ("LAPM"), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

[Indicate whether the Agreement is subject to reimbursement or funding by Caltrans by marking the appropriate provision below. Be sure to check the **current** LAPM requirements.]

- \_\_\_\_ This Agreement is subject to funding by Caltrans. See Exhibit D.
- This Agreement is not subject to funding by Caltrans.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

APPROVED AS T	O FORM:	CITY OF SAN PABLO A Municipal Corporation
By Lynn Tracy	Nerland, City Attorney	By Matt Rodriguez, City Manager [NAME OF CONSULTANT]
ATTEST:		By Consultant, [Title]
By Patricia Pon	ice, City Clerk	Dated
Attachments:	Exhibit A: Request for Propo Exhibit B: Consultant's Prop	

N:\RESOURCES\City Forms\Contracts\01 Template Consultant Agreements\AGR Master Consultant Agreement Template 102418.dotx

### Exhibit A <Insert City's Request for Proposals>

### Exhibit B <Insert Consultant's Proposal>

ADDENDUM #1<br/>to the<br/>REQUEST FOR PROPOSALSImage: City of SAN PABLO<br/>City of New DirectionsFor:CITY OF SAN PABLO<br/>2023 VALE ROAD HVAC REPLACEMENT PROJECTDate:February 14, 2019

Closing Date: February 25, 2019 (unchanged)

Contact Person: Ronalyn Nonato, Assistant Engineer

### A. <u>SCOPE</u>

This Addendum No. <u>1</u> consists of 2 pages (with no attachments) and covers the following clarifications, revisions, additions and/or changes to the plans and specifications for this project. Information in this addendum supersedes the noted portions of the Request for Proposals Documents and any conflicting information in other portions

### B. GENERAL NOTICES

Pre-bid meeting walk through questions/requests on February 11, 2019:

1. What is the extent of the structural analysis?

<u>Answer/Clarification:</u> Only the building structures that will be touched or affected by the HVAC replacement or repair will be analyzed.

2. Does the City have a standard for HVACs?

<u>Answer/Clarification:</u> The City has no specific standards for HVAC installations. HVACs must be installed per 2016 California Mechanical Code (CMC) and meet the energy requirements.

3. Is the 2023 Vale Rd. Lifelong building an OSHPD building?

Answer/Clarification: No, it is not.

4. Is the 2023 Vale Rd. Lifelong building fire rated?

<u>Answer/Clarification:</u> Yes, it is. The building was constructed around 1968 as a Type V, one-hour rated construction, F-2 occupancy (office buildings).

5. Are there any labs in the Lifelong Building?

<u>Answer/Clarification:</u> There are no compounding labs in the building. The building was built for doctor offices and a pharmacy. Both of these uses were under the F-2 occupancy in the 1964 UBC.

6. What is the valuation of the Lifelong building?

Answer/Clarification: Not applicable (would not apply for this scope of work).

7. What are the hours of operations of the Lifelong Medical Care facility?

Answer/Clarification:

- Vale Rd. Pharmacy M-F, 9:00 am - 5:30 pm
- LifeLong Medical Care
  - Ste. 102, 110, 201, 202, 210, 214
     M-F, 8:30 am 5:00 pm
  - Ste. 107, Urgent Care
     M-F, 10:00 am 8:00 pm
     Sat Sun, 9:00 am 5:00 pm
  - Ste. 207, Adult Medicine
     M-Thurs, 8:30 am 8:00 pm
     Fri, 8:30 am 5:00 pm
     Sat (1st, 3rd, 5th only) 8:30 am 2:00 pm
- 8. Request for the Lifelong building as-built plans.

Answer: The plans can be found on the link below.

 https://www.dropbox.com/sh/po8z7ia5s9yeul1/AABIbaR6xROsnhp6OuCzC BIHa?dI=0

All questions regarding this addendum and RFP shall be directed via electronic mail to Ronalyn Nonato, at <u>RonalynN@sanpabloca.gov</u>. The RFP and related documents are available on the City website at <u>http://www.sanpabloca.gov/bids.aspx</u>.

# EXHIBIT B GITY OF SAN PABLO

Mechanical Engineering Consulting Services 2023 Vale Road HVAC Replacement Mechanical Engineering Consulting Services



February 25, 2019



	Cover Letter	2
1.	Information about the Firm/s	4
2.	Organization Chart / Personnel	7
3.	Statement of Qualifications or Resumes	8
4.	Project Approach and Schedule of Work	15
5.	Special Requirements (not used per RFQ)	
6.	References and Comparable Projects	19
7.	Project Management and Staff Availability	26
8.	Cost Estimate	29





February 25, 2019

City of San Pablo Public Works | Engineering Ronalyn Nonato, Assistant Engineer 13831 San Pablo Avenue, Building 3 San Pablo, CA 94806

#### RE: 2023 Vale Road HVAC Replacement - Mechanical Engineering Consulting Services

Dear Ms. Nonato and Members of the Selection Committee:

It is our understanding that the City is seeking a qualified professional mechanical engineering firm to provide a comprehensive assessment of the existing 2023 Vale Road HVAC system; HVAC improvement recommendations, with alternatives; and preparation of plans, specifications and estimates for improvements to the Lifelong Medical Care Building HVAC system. Since the building is to remain operational during construction, the design will take into consideration that the enhancement or replacement is to have minimal disruption to operations. The firm's bid documents shall include project plans, specifications, estimate and schedule for public bid. Prior to bid, the design will be submitted to the building department for review and approval to acquire necessary permits. Furthermore, the firm shall provide both bid support, construction and project close-out support services. Kitchell CEM is **uniquely qualified** and the right partner to provide these professional services and will bring the following benefits to your project:

A Highly Qualified Team | We have assembled a highly qualified and experienced team for this project with each proposed team member having strong chiller design experience. Our team is led by Project Manager Sergio Rodriguez who brings 15 years of project/mechanical design management experience. Sergio has extensive HVAC system design experience. He has designed/ managed numerous projects over the course of his career including repair, replacement, and new design. Sergio is currently managing the replacement of the HVAC system for two facilities at the CHP Academy in West Sacramento, CA; the upgrade of the HVAC system at City of Vallejo Police Department in Vallejo, CA; and the heat pump replacement for the Elihu Harris Building in Oakland, CA.

As a full-service company, we have all the major disciplines in-house such as registered architects and licensed civil, electrical, mechanical, and structural engineers. In addition we have cost estimators, schedulers, CAD/BIM technicians, and energy engineers to support our professional staff and can therefore provide a comprehensive service. We have added ADR Environmental Group, Inc. to our team to provide hazardous materials services.

A Systematic Approach Kitchell has worked with public agencies for 69 years and understands the need to provide consistent and transparent services. We have established internal processes and procedures that are tailored toward public works projects enabling us to provide consistent, high quality services that meet the needs of each project while providing the open communication and reporting necessary for public review. By working on public sector projects, we have the experience and knowledge with local codes and regulations applicable to your project.



We **begin every project with results in mind.** Results that will incorporate our knowledge and understanding of your facility, your maintenance and operations team, and the challenges and opportunities discovered together. In the following pages you will find more information about our firm, our key personnel and team, our project experience, and our expected level of effort for your unique project.

We look forward to establishing a relationship with the City and the opportunity to present our approach to this project in person.

Sincerely,

Aussell Fox

Russell Fox President \* authorized to negotiate a contract on behalf of the team

#### **PRIMARY CONTACT PERSON**

Heather Brown, PE, LEED AP, EAS Department Director 2450 Venture Oaks Way, Suite 500, Sacramento, CA 95833 tel: 916.832.3003 | fax: 916.648.6534 | email. hbrown@kitchell.com

# INFORMATION ABOUT THE FIRM

Kitchell, **an employee-owned corporation**, **was established in 1950** with the purpose of providing construction management and general contracting services in the Western United States. As the construction industry grew, Kitchell recognized the need for improved, flexible methods for meeting construction challenges. The firm's innovations in management and its reliability in delivering projects on time and within—or under—budget soon earned us a reputation for superior performance.

Kitchell has completed over \$43 billion in public works construction representing more than 2,500 public sector projects, over 1,200 of which have been in California. These projects include courts, municipal office facilities, parking structures, K–12 schools and higher education facilities, civic centers, detention and criminal justice, healthcare, sport complexes, police and fire stations, and performing arts centers. Focusing on the public sector has allowed us to develop management and project control techniques targeted to its specific needs. Our methods have been very successful—more than 85% of our work comes from repeat clients.

**Nearly 35 years ago**, Kitchell established a team of licensed professionals to assist our project managers, construction managers, and state, county and city governments in all technical aspects of project development. As such, we have been providing architectural, civil, electrical, mechanical, and structural consulting services from the inception of a project through bid documents, construction, closeout and warranty. We also have cost estimators, schedulers, CAD/BIM technicians, and energy engineers in house.

Following is a list of services we provide to our clients:

- Program & Construction
   Management
- Construction Management at Risk
- Design-build
- Lease-leaseback
- Staff Augmentation
- Multiple Prime
- Public-private Partnership
- Program Implementation Planning
- Project Development
- State & Local Agency Coordination
- Estimating & Scheduling
- Space/Design/Document Standards
- Development of Contracts & Specifications

- Bidding/Contractor Selection
- Claims Avoidance & Analysis
- A/E Selection
- Interim Housing/Phasing
- Facility Management
- Communications/Public Relations
- Building Information Modeling (BIM)
- Development of Contracts & Specifications
- Electronic Document Management Systems
- Move Management
- Quality Assurance & Control

- Engineering/Architectural Services:
  - Facilities & Needs Assessments
  - Master Planning
  - Architectural Programming
  - Value Engineering
  - Design/Constructability/Code
     Review
  - Site Evaluation & Planning
  - Building Condition Studies
  - Energy & Life Cycle Analysis
  - FF&E Planning & Procurement
  - Design
  - Fiscal Strategies
  - LEED Documentation & Commissioning
  - Storm Water Pollution Prevention
     Plan



### **Project Staffing**

1 12 1

Kitchell CEM currently has over **300 qualified staff working on a variety of public sector projects.** Our depth of resources, coupled with our large and diverse project base, allows us flexibility in meeting our clients' staffing requirements. We take pride in selecting the most qualified personnel to achieve the depth and breadth of resources needed to provide full commitment, attention, continuity and accountability in developing a successful program. We will work with you to create an effective team to bring your projects in on time, within budget and with the highest possible quality.

### Primary Contacts and Details of Personnel

See below for information regarding our firm's primary contact person and details of the key personnel assigned to the project. Information related to education, credentials and experience can be found under the **"Statement of Qualifications or Resume"** section of this proposal.

	Key Personnel	Contact Information
E	Heather Brown, EAS Department Director * Main point of contact during the RFQ and selection process, and through contract award	2450 Venture Oaks Way, Suite 500 Sacramento, CA 95833 tel. 916.648.9700   mobile. 916.832.3003   fax. 916.648.6534 email. hbrown@kitchell.com
0	Sergio Rodriguez, Project Manager * <i>Main point of contact following contract award</i> and through the life of the project	2450 Venture Oaks Way, Suite 500 Sacramento, CA 95833 tel. 916.648.9700   fax. 916.648.6534 email. srodriguez@kitchell.com
	Jeff Peterson, Architect	2450 Venture Oaks Way, Suite 500 Sacramento, CA 95833 tel. 916.648.9700   fax. 916.648.6534 email. jpeterson@kitchell.com
	Bhaumik Patel, Mechanical Engineer	2450 Venture Oaks Way, Suite 500 Sacramento, CA 95833 tel. 916.648.9700   fax. 916.648.6534 email. bpatel@kitchell.com
	Roland Thomas, Senior Mechanical Designer	2450 Venture Oaks Way, Suite 500 Sacramento, CA 95833 tel. 916.648.9700   fax. 916.648.6534 email. rthomas@kitchell.com
6	Milutin Backovich, Electrical Engineer	2450 Venture Oaks Way, Suite 500 Sacramento, CA 95833 tel. 916.648.9700   fax. 916.648.6534 email. mbackovich@kitchell.com
	Danny Vang, Structural Engineer	2450 Venture Oaks Way, Suite 500 Sacramento, CA 95833 tel. 916.648.9700   fax. 916.648.6534 email. dvang@kitchell.com



### Sub-Consultants

### ADR Environmental Group, Inc.

ADR Environmental Group, Inc. (ADR), a California corporation founded in June of 1995, is led by a group of principals with **over** 120 years combined experience in performing Phase I Environmental Site Assessments, Phase II Soil and Groundwater Investigations, Remediation Design and Site Closure, and Asbestos & Lead Management projects.

The Principals that run ADR share several common fundamentals:

- Unmatched technical expertise in the due diligence and risk management industry
- · Dedication to delivering unparalleled customer service
- A proven track record for delivering on our promises
- Ownership in the company

ADR has brought together the best to form a rare environmental consulting firm, a group of technically proficient "stakeholders" committed to serving customers through excellence in service and quality.

ADR fills a niche in the environmental consulting industry by providing high-end customer service to the national due diligence marketplace. ADR's advantage comes from the experience its people have gained since 1998 in having designed, implemented and managed due diligence and risk management programs with other national environmental consulting firms.

ADR has taken that experience and built excellence in quality and service into their systems and procedures from the ground up so that customers can make appropriate, informed decisions in a timely manner. ADR serves all national customers through the National Service Center, and has highly trained and experienced environmental professionals throughout the United States.

### **Experience Working Together**

Kitchell has been **working with our sub consultant, ADR Environmental Group, Inc., for approximately 10 years.** ADR is currently providing similar services for Kitchell on the City of Vallejo Police Department HVAC replacement project and DGS CHP Academy Deferred Maintenance projects. On both projects, ADR provided the regulated materials survey (RBMS) of 1) asbestos-containing materials, 2) lead-based paint, 3) polychlorinated biphenyl containing light ballasts, 4) fluorescent light tubes, and 5) mercury-containing thermostats that may be impacted as part of the renovation activities. As part of the RBMS, asbestos and lead-paint samples were collected and analyzed. In addition, ADR also reviewed previous environmental reports that had been prepared. The inspection and report preparation was conducted by DOSH certified asbestos professionals and State of California Department of Public Health Lead Inspector/Assessors.

During the existing HVAC system assessment and report, ADR level of effort on this task will be 30%. The remaining 70% will be completed by Kitchell. During design, Kitchell level of effort is 100% with ADR on an as-needed basis.





VICTOR HERRERA BIM/CAD Services **RICK STASSI** Scheduling Manager





Kitchell has provided professional services for projects similar to the City of San Pablo's 2023 Vale Road HVAC Replacement for nearly 35 years. Following are several examples of our relevant experience. Additional relevant project experience, along with detailed descriptions and reference information, can be found in the **"References and Comparable Projects"** section of this proposal.



### City of Santa Monica, Public Safety Facility (PSF) Building HVAC Improvements Project, Santa Monica, CA

Kitchell provided mechanical and electrical engineering services for the replacement and improvement of two separate components of the building's HVAC system. First, the building's two existing Carrier 30GXR125 air-cooled rotary screw chillers will be replaced because the equipment has reached the end of their useful life. Second, the building's Telephone and Radio Room #228 currently uses the main chiller system to provide cooling and often requires cooling when the remainder of the buildings has no need for it. Kitchell's design will allow the room to run independently of the main system.



### City of Thousand Oaks, Newbury Park Library, Thousand Oaks, CA

Kitchell provided multi-disciplinary design for renovation of an existing 28,321 SF public library and art gallery. Work included separation of the HVAC system from the art gallery to run independently. Work also included re-designing all HVAC systems for new chillers, new boilers and a new pump. Interior upgrades to the art gallery were also included.



### City of Thousand Oaks, Brimhall Library, Thousand Oaks, CA

Kitchell provided multi-disciplinary design for renovation of an existing 55,734 SF public library. Work included replacing existing boilers, chillers and pumps. We also modified the interior to improve air circulation and re-zoned the administrative and public areas to increase comfort.





# City of San Diego, Improvements to FIre Stations No. 3, 8 & 15, San Diego, CA

Kitchell provided design and construction services to renovate and improve three fire stations. Services include replacement of the HVAC system, flat roof covering and dorm room reconstruction, ADA compliance, new kitchen, training/watch room/bull pen/ready room and laundry/work rooms, and code compliance.



### Solano County, Data Center Assessment and Retrofit, Fairfield, CA

Kitchell performed an assessment for the existing chilled water system, CRAC unit and electrical system at the County's existing data center. Based on the findings report during the assessment, Kitchell then developed the mechanical and electrical construction documents for the HVAC retrofit including a redundant air cooled chiller, emergency generator and diesel fuel tank system.



# Solano County, Justice Hall Data Center Assessment and Design, Fairfield, CA

Kitchell provided a complete HVAC and electrical assessment and design of an existing data center and radio room. The assessment included a review of the existing as built documents, site visit, and coordination with the data center user group. The design consisted of reconfiguring and upgrading the floor mounted computer room air handling units and roof mounted condensing unit and improving the air flow distribution to meet the current and future IT demands.



### Inland Empire Utilities Agency, HVAC Improvements, Chino, CA

Kitchell performed an assessment of 11 HVAC systems at RP-1, RP-2, CCWRF, RPF-5 and IERCF to determine the extent or needed additional capacity of the existing system. Once this was completed we determined recommendations for any modifications, resizing, replacement or consolidation needed to meet the plant's current needs. We also analyzed two computer server rooms at the plant to determine the amount of fire suppression needed to bring them up to current code compliance. These studies included cost estimates and preliminary design of the recommended modifications. The Agency also requested that Kitchell conduct a high level analysis to provide a Central Plant at RP-1. Due to the size and locations of the buildings, the small cooling loads and quantity of HVAC units, a central plant is not feasible. Kitchell has completed the HVAC design and construction administration for all 11 systems.





MBA, Finance, California State University, Sacramento

BS, Mechanical Engineering, University of Portland

# LICENSES & CERTIFICATIONS

Mechanical Engineer #M31667, CA

LEED Accredited Professional

# **Heather Brown, PE, LEED AP** EAS Department Director

Heather, with more than 20 years of experience in the construction industry, has worked on a wide variety of public, higher education and commercial facilities. Heather is a LEED Accredited Professional. Her experience includes project management, mechanical and plumbing design, assessing and renovating both HVAC and plumbing systems, preparing calculations and AutoCAD drawings. Heather is responsible for the management of engineers and architects working with code, access compliance, design and constructability reviews, life cycle studies, value engineering sessions, energy studies, specifications development, needs assessments, master planning studies, facility assessments, and construction inspections.

### **Relevant Experience**

**City of Vallejo, Police Department Building HVAC Upgrades, Vallejo, CA:** Assessment and multi-disciplinary design services for an upgrade or replacement of the HVAC system within this two-story, 20,000 SF police department facility. The scope of work includes a comprehensive assessment of the existing HVAC system, recommendations for improvements to the system, and design services for the associated improvements upon approval from the client.

**City of Thousand Oaks, Brimhall Library, Thousand Oaks, CA:** Design services for the renovation of an existing 55,743 SF public library. Work included replacing existing boilers, chillers and pumps. Also modified the interior to improve air circulation and rezoned the administrative and public areas to increase comfort.

**City of Thousand Oaks, Newbury Park Library, Thousand Oaks, CA:** Design services for the renovation of an existing 28,321 SF public library and art gallery. Work included separation of the HVAC system from the art gallery to run independently. Redesign of all HVAC systems for new chillers, boilers, and new pump.

**City of Santa Monica, Public Safety Facility (PSF) HVAC Improvements, Santa Monica, CA:** Design services to replace and improve two separate components of the PSF building's HVAC system.

Madera County, Old Jail HVAC Replacement, Madera, CA: Design services to replace the existing heating, ventilating, and air conditioning systems serving the housing units and central plant at the existing old jail originally built in 1988.

California Department of General Services, California Highway Patrol Academy Deferred Maintenance Projects, Sacramento, CA: Design and construction services for multiple deferred maintenance projects at California Highway Patrol Academy in West Sacramento. Projects under this contract include a central plant boiler replacement, flat roof replacement, main classroom air handlers replacement, hot water holding tank replacement at the North and South dormitories, and a plumbing replacement below the Cafeteria building.

Butte County Association of Governments, Butte Regional Transit Operations Center Maintenance Building HVAC Improvements, Chico CA: Design services for the HVAC systems and building envelope improvements in response to ongoing problems with humidity control at the Maintenance Building.





BS, Mechanical Engineering, University of Texas, El Paso

## LICENSES & CERTIFICATIONS

Mechanical Engineer #M35271, CA

Associate Design-Build Professional

LEED Accredited Professional

# **Sergio Rodriguez**, **PE**, **ASSOC**. **DBIA**, **LEED AP BD+C**, Project Manager

Sergio has 15 years of experience in MEP project management and consulting services for a variety of clients, including education, retail, industrial, residential and commercial. He has consulted with project owners to define mechanical system parameters, designed MEP and fire protection systems, provided oversight for Mechanical EITs and CAD designers, performed field investigations and consulted on LEED requirements. Sergio assists in the management of staff working with code, access compliance, design and constructability reviews, life cycle studies, value engineering sessions, energy studies, specifications development, needs assessments, master planning studies, facility assessments, and construction inspections.

### **Relevant Experience**

City of Vallejo, Police Department Building HVAC Upgrades, Vallejo, CA: ]

**City of Santa Monica, Public Safety Facility (PSF) HVAC Improvements, Santa Monica, CA:** Design services to replace and improve two separate components of the PSF building's HVAC system.

**City of Thousand Oaks, Brimhall Library, Thousand Oaks, CA:** Design services for the renovation of an existing 55,743 SF public library. Work included replacing existing boilers, chillers and pumps. Also modified the interior to improve air circulation and rezoned the administrative and public areas to increase comfort.

**City of San Diego, Improvements for Fire Stations No. 3, 8 & 15, San Diego, CA:** Design and construction services to renovate and improve three fire stations. Services include replacement of the HVAC system, flat roof covering and dorm room reconstruction, ADA compliance, new kitchen, training/watch room/bull pen/ready room and laundry/work rooms, and code compliance.

Madera County, Old Jail HVAC Replacement, Madera, CA: Design services to replace the existing heating, ventilating, and air conditioning systems serving the housing units and central plant at the existing old jail originally built in 1988.

California Department of General Services, California Highway Patrol Academy Deferred Maintenance Projects, Sacramento, CA: Design and construction services for multiple deferred maintenance projects at California Highway Patrol Academy in West Sacramento. Projects under this contract include a central plant boiler replacement, flat roof replacement, main classroom air handlers replacement, hot water holding tank replacement at the North and South dormitories, and a plumbing replacement below the Cafeteria building.

Butte County Association of Governments, Butte Regional Transit Operations Center Maintenance Building HVAC Improvements, Chico CA: Design services for the HVAC systems and building envelope improvements in response to ongoing problems with humidity control at the Maintenance Building.





Bachelor of Architecture, California State Polytechnic University, Pomona

### LICENSES & CERTIFICATIONS

Architect #C34557, CA

## Jeff Peterson, RA Architect

Jeff has 20 years of experience in a broad range of architecture and project management. Starting his career as a drafter and learning the components of a set of building documents, he quickly increased his knowledge, skills, and abilities to be able to put together complete sets of documents, managing and coordinating multiple design disciplines, and delivering a high level of service to the client. Jeff is able to see the end goal, and carry a project through from conception to the final building turn over. Project management experience includes residential, commercial, retail, correctional, fire stations, hospitality, and light rail public transit.

### **Relevant Experience**

- City of Vallejo, Police Department Building HVAC Upgrades, Vallejo, CA
- California Department of General Services, California Highway Patrol Academy Deferred Maintenance Projects, Sacramento, CA
- City of Burlingame, Fire Station No. 35 Modernization, Burlingame, CA
- Marin County, Jail Roof Replacement, San Rafael, CA
- Solano County, Animal Care Center Phase 3 Tenant Improvement, Fairfield, CA



### **EDUCATION**

MS, Mechanical Engineering, Clemson University

BS, Mechanical Engineering, Gujarat University

# LICENSES & CERTIFICATIONS

Mechanical Engineer #M78781, OH

# Bhaumik Patel, PE Mechanical Engineer

Bhaumik brings more than 10 years of experience in mechanical engineering and consulting services for a variety of clients, including hospitality, commercial, residential and industrial. He has led multi-functional project teams, managed both internal and external resources for efficient project execution and validation of complex systems. Bhaumik has working knowledge of a variety of codes and standards, as well as engineering design programs such as HAP, Trane Trace, Revit, and AutoCAD.

### **Relevant Experience**

- City of Vallejo, Police Department Building HVAC Upgrades, Vallejo, CA
- City of Burlingame, Fire Station No. 35 Modernization, Burlingame, CA
- Madera County, Old Jail HVAC Replacement, Madera, CA
- California Department of General Services, California Highway Patrol Academy Deferred Maintenance Projects, Sacramento, CA
- MiraCosta Community College District, Track and Field Renovation and Athletic Field Support Building, Oceanside, CA





AA, Mechanical Technology, Ryerson Polytechnical Institute

LICENSES & CERTIFICATIONS

N/A

# **Roland Thomas** Senior Mechanical Designer

Roland brings over 35 years of experience in the HVAC and plumbing engineering industry working on new and renovation projects for a variety of client types including civic/ municipal, correctional, education, health care, residential and commercial.

### **Relevant Experience**

- City of Vallejo, Police Department Building HVAC Upgrades, Vallejo, CA
- City of Santa Monica, PSF HVAC Improvements, Santa Monica, CA
- City of Burlingame, Fire Station No. 35 Modernization, Burlingame, CA
- City of Sacramento, 911 Dispatch Facility, Sacramento, CA
- Madera County, Old Jail HVAC Replacement, Madera, CA
- California Department of General Services, California Highway Patrol Academy Deferred Maintenance Projects, Sacramento, CA
- Butte County Association of Governments, Butte Regional Transit Operations Center Maintenance Building HVAC Improvements, Chico, CA



### **EDUCATION**

BS, Electrical and Electronic Engineering, California State University, Sacramento

### LICENSES & CERTIFICATIONS

Electrical Engineer #E13335, CA

Design-Build Professional

# **Milutin Backovich, PE, DBIA** Electrical Engineer

Milutin has over 26 years of experience in the construction industry. Milutin's experience includes electrical design reviews, the design of electrical power and lighting systems, design of signal and communication systems, project management, scheduling and cost estimating. His experience includes design review of more than \$1 billion in public sector facilities, encompassing university and community college, civic/municipal, K–12 education and criminal justice facilities. Milutin has also assisted in the establishment of schedule milestones and recovery schedules.

### **Relevant Experience**

- City of Vallejo, Police Department Building HVAC Upgrades, Vallejo, CA
- City of Santa Monica, PSF HVAC Improvements, Santa Monica, CA
- City of San Diego, Improvements for Fire Stations No. 3, 8 & 15, San Diego, CA
- Madera County, Old Jail HVAC Replacement, Madera, CA
- Sonoma County, Adult Detention Behavioral Health Unit, Santa Rosa, CA
- Kern County, Justice Facility, Bakersfield, CA
- Butte County Association of Governments, Butte Regional Transit Operations Center Maintenance Building HVAC Improvements, Chico, CA





BS, Civil Engineering, University of California, Davis

### LICENSES & CERTIFICATIONS

Structural Engineer #S6143, CA

Civil Engineer #C60613, CA

# **Danny Vang, SE** Structural Engineer

Danny brings over 18 years of experience in the structural design of buildings, bridges and other structures. He also has over 10 years of experience with DSA and OSHPD projects and is proficient in both MicroStation and AutoCAD, as well as many structural engineering software.

### **Relevant Experience**

- City of Vallejo, Police Department Building HVAC Upgrades, Vallejo, CA
- City of Santa Monica, PSF HVAC Improvements, Santa Monica, CA
- Kern County, Justice Facility, Bakersfield, CA
- Madera County, Old Jail HVAC Replacement, Madera, CA
- Solano County, Justice Hall Data Center, Fairfield, CA
- Butte County Association of Governments, Butte Regional Transit Operations Center Maintenance Building HVAC Improvements, Chico, CA
- Inland Empire Utilities Agency, HVAC Improvements, Chino, CA



### **EDUCATION**

BS, Geology, California State University, Sacramento

# LICENSES & CERTIFICATIONS

Certified Asbestos Consultant

Asbestos Abatement Consultant

40 Hour HAZWOPER

# Steven P. Ashe, cac

### Hazardous Materials Specialist - ADR Environmental Group

Mr. Ashe has a BS in Environmental Studies from San Jose State University (1987) and a BS in Geology (2002) from California State University at Sacramento. Steve has over twenty-five years experience in environmental and occupational safety consulting, in which time he has performed over 1000 Phase I and II Environmental Site Assessments (ESAs). In addition, Steve has experience with a variety of asbestos, lead-based paint and mold consulting and management projects for commercial, institutional, industrial, and multi-family residential properties.

### **Relevant Experience**

- City of Vallejo, Police Department Building HVAC Upgrades, Vallejo, CA
- California Department of Corrections and Rehabilitation, Asbestos/Lead Surveys, Statewide, CA
- Mission Oak Recreation & Park District, Park Buildings Survey, Sacramento, CA
- Citigroup, Surveys on Various United State Properties, Nationwide
- > JP Morgan Chase, Various Asbestos and Lead Surverys, Statewide, CA
- Kimco Realty Corporation, Shopping Center Surveys, Nationwide





Kitchell's design approach emphasizes continuous communication between the design team and the City of San Pablo. We believe in providing value for every dollar the City spends in design and construction. As a result we are continuously reviewing design assumptions, material selection and equipment to provide maximum value. We constantly review our details to ensure they are constructible. It is our understanding that the City has identified the need to replace the Lifelong Medical Care Building's (aka Brookside Community Health Center) Heating, Ventilation, Air Conditioning (HVAC) system at 2023 Vale Road. This project will require an evaluation and recommendation for replacement/enhancement of the HVAC system; develop drawings, specifications and estimates for bidding and construction; coordination and assist in permitting process; and provide bid and award support services. Kitchell typically starts all our projects with site surveys to ascertain existing building systems. Our design process is a team approach that encompasses the owner, users, peer reviewers, agencies, subconsultants and the design team.

This project will encompass the removal and replacement of the main HVAC components including the roof mounted air handling unit with hydronic cooling coils and duct furnaces, two roof mounted air cooled chillers, and three exhaust fans (two roof mounted and one ceiling mounted). The existing air distribution system extends in a side discharge configuration on the roof from the air handling unit to multiple duct penetrations through roof to above the second floor ceiling space. The ductwork serving the first floor level extends down chases into the ceiling space at this level. The double duct system serves a specific exterior or interior thermal cooling/heating zone via a pneumatic variable air volume distribution box. The chilled water piping extending from the air cooled chillers, is routed on the roof and connects to the roof mounted air handling unit.

It is the intent to engineer a new energy efficient HVAC system to match the existing cooling and heating capacity requirements that currently serves both floor areas of this 25,500 square foot building. This includes medical offices or suites and a pharmacy. The new HVAC system will be selected to offset the existing and future room equipment heat output. The existing exhaust fans will be replaced with new exhaust fans to meet the code required air change rates.

# **1. Existing HVAC System Assessment and Report**

Upon notice to proceed, our experienced in-house design team shall collect and review all relevant data for your project. This includes existing as-builts and reports; as well as maintenance history of the HVAC system. We will also contact the regulatory agencies that will affect this project to determine applicable codes and ordinances.

In order to meet the City's expectations and ensure project success, each team member will have a clearly defined role and set of responsibilities. Kitchell will also set up a communication protocol within our internal team to eliminate any duplication of effort and/or confusion. We will also set up a direct line of communication between our project manager and your project director. We recommend the use of a tabular responsibility matrix defining the roles and responsibilities of each member on the project team. This effort will help identify potential conflicts and omissions of activities before they become issues. It will also allow each team member to see a snapshot of their responsibilities and how they relate to other team members.

We will conduct a project kick-off meeting with the City once the relevant data has been reviewed and the project team is established. During the meeting, we shall review the project's goals and objectives, scope, budget, schedule and deliverables. We will also review each other's roles and responsibilities and establish project protocols that foster and facilitate team communication and collaboration.



After the kick-off meeting, our team conduct a thorough assessment of the existing HVAC system as well as the building's roof/structure to identify system deficiencies and provide recommended solutions. ADR, our environmental consultant, will conduct the regulated building materials survey of the following materials: 1) asbestos-containing materials (ACMs), 2) lead-based paint (LBP), 3) polychlorinated biphenyl (PCB) containing light ballasts, 4) fluorescent light tubes, and 5) mercury-containing thermostats that may be impacted as part of the renovation activities. Upon completion of the assessments, Kitchell will prepare a Recommendation Report. The Report will contain two alternatives for the replacement/enhancement of the HVAC system along with a schematic design. The schematic design will consist of a plan layout of each alternative with estimate project costs; a conceptual phasing plan to minimize the disruption of the facility during construction; and a project schedule, which will be updated and submitted every month and coordinated with the City. The Recommendation Report will be issued to the City in draft form for their review and comment. We will plan to meet with the City to review their comments on the report, obtain a consensus as to how the documents will be revised as appropriate to incorporate your comments, and finalize the Recommendation Report.



# 2. Construction Documents (35%, 65% and 95% CD) Phase

Based on the approved recommendation and any adjustments authorized or directed by the City, we will develop the design. We will prepare the drawings and specifications and set forth in detail the requirements for construction of the entire project. Specific details relating to the unique character of the project are developed. Structural, mechanical, electrical, and plumbing calculations are refined. We will follow the guidelines of the most current City's Design Criteria (if available), Standard Details (if available), and the City's Standard Specifications (Division 0 and 1).

We will prepare a cost estimate at 35% CD, 65% and 95% CD phase. If the cost estimate exceeds the preliminary construction budget approved, we will explain and justify the increase as well as submit a list of proposed modifications to bring the cost within budget.

Prior to submitting the 35% CD, 65% CD and 95% CD to the City, we will perform a thorough in-house QC and constructability review of our work. Our 35% CD, 65% CD and 95% CD submittals to the City will also include a comment and response log of the City's comments on previous submittals. The 95% CD set will be submitted to the City's Building Division for review and approval to acquire necessary permits. We will plan to meet with the City's Building Division to review their comments on the 95% CD and obtain a consensus as to how the documents will be revised as appropriate to incorporate their comments.

# 3. Final Bid Documents - 100% CD Phase

Based on the City's and plan check comments on the 95% CD, we will revise the 95% CD submittal to produce the final bid (100% CD) documents and include a final comment and response log. The final submittal shall consist of final plans and specifications stamped, signed and dated by the architects and engineers of record and ready for City's staff approval signatures. If impacted by review comments an updated project construction cost estimate shall be provided.

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# 4. Bidding & Construction Assistance

Kitchell will assist the City through the bidding process, as well as in the preparation of contract documents and in making recommendations. We will also attend the pre-bid meeting, respond to RFIs, and issue any necessary addendums. If requested, Kitchell will assist the City with bid evaluations.

Kitchell will attend the pre-construction meeting and respond to pre-construction meeting questions, if necessary. We will review shop drawings and submittals; and provide clarifications to the contractor during construction. Upon completion of construction we will attend the final walkthrough to provide input to final "punch list" and help determine if the work is ready for the City's acceptance. Kitchell will provide the City with one set of as-built drawings that reflect the changes to the work during construction.

### **Miscellaneous Internal Tasks**

Throughout the design phase our project manager will meet with our team weekly to review project progress, resolve issues and provide guidance for the following week's work. Our project manager will contact the City's project director to discuss issues as they arise and keep you informed of the overall status of each project.

At every meeting with the City, Kitchell will ensure notes are kept and meeting summaries distributed within 48-hour turnaround. Every site visit attended by Kitchell will be followed by a site visit report which will be distributed within 48 hours of each meeting and include photo documentation of progress and issues discussed.

## **Quality Control**

Quality is embedded in Kitchell's corporate culture. We have adopted and implemented a Continuous Quality Improvement Process based upon the program of Philip Crosby and Associates—a world recognized leader in Total Quality Management. Each and every employee is trained in the process—tools, measurements, documentation and corrective action. Our program begins with a commitment to quality performance and **"doing it right the first time"** in all of our work processes. To encourage active participation, we reward our employees for identifying areas for improvement and finding ways to improve our work processes. The quality control process that Kitchell has put in place has been designed to catch errors as the design progresses and not during construction which results in delays and added costs.



D	0	Task Name			Duration	Start	Finish	2nd Quarter Mar Apr M	lay Jun	3rd Quarter Jul	Aug
1		City of San Pab	lo 2023 Vale R	oad HVAC Replac	emen <sup>197</sup> days	Mon 3/18/19	Fri 12/27/19				
2		Notice to Procee	<u>d</u>		0 days	Mon 3/18/19	Mon 3/18/19	♣ 3/18			
3		City Kick-off Mee	ting		1 day	Tue 3/19/19	Tue 3/19/19	5			
4		Design Team Org	anization and Proc	ess Refinement	3 days	Wed 3/20/19	Fri 3/22/19	in it is a start of the start			
5		Site Survey and E	ase Mapping		3 days	Mon 3/25/19	Wed 3/27/19				
6		Abatement Surve	ey		3 days	Mon 3/25/19	Wed 3/27/19				
7		Documentation	and Reporting		53 days	Thu 3/28/19	Tue 6/11/19	r	————I		
8		Analyze Surve	y Results		10 days	Thu 3/28/19	Wed 4/10/19				
9		Develop Draft	Recommendations	i	15 days	Thu 4/11/19	Wed 5/1/19				
10		Develop SD Co	ost Estimate		5 days	Thu 5/2/19	Wed 5/8/19	<b>1</b>			
11		Internal QA/Q	С		2 days	Thu 5/9/19	Fri 5/10/19	<b>K</b>			
12		Submit Draft	Report to City for R	eview	0 days	Mon 5/13/19	Mon 5/13/19	*	5/13		
13		City Review Pe	riod (subject to ch	ange)	10 days	Tue 5/14/19	Tue 5/28/19				
14		Receipt of City	SD Review Comme	ents	0 days	Tue 5/28/19	Tue 5/28/19		<b>5/28</b>		
15		Meet with City	to Discuss Review	Comments	1 day	Thu 5/30/19	Thu 5/30/19		<b>K</b>		
16		Incorporate Recommendation	eview Comments / cions	Develop Final	5 days	Fri 5/31/19	Thu 6/6/19				
17		Internal QA/Q	С		2 days	Fri 6/7/19	Mon 6/10/19		Ľ.		
18		Submit Final F	eport to City		0 days	Tue 6/11/19	Tue 6/11/19		👗 6/1 <sup>-</sup>	1	
19		65% Constructio	n Document (CD) P	hase	53 days	Wed 6/12/19	Tue 8/27/19		· · · · ·		
20		Develop 65% (	CD Plans and Specs		40 days	Wed 6/12/19	Thu 8/8/19		+	-	
21		Internal QA/Q	С		2 days	Mon 8/12/19	Tue 8/13/19				★
22		Submit to City	for Review		0 days	Tue 8/13/19	Tue 8/13/19				<b>8</b>
23		Develop and S	ubmit 65% CD Cost	: Estimate	5 days	Wed 8/14/19	Tue 8/20/19				+
24		City Review Pe	eriod (subject to cha	ange)	10 days	Wed 8/14/19	Tue 8/27/19				+
25		Receipt of City	65% CD Review Co	omments	0 days	Tue 8/27/19	Tue 8/27/19				
26		95% Constructio	n Document (CD) P	hase	41 days	Wed 8/28/19	Thu 10/24/19				
27		Develop 90% (	CD Plans and Specs		28 days	Wed 8/28/19	Mon 10/7/19				
28		Internal QA/Q	С		2 days	Wed 10/9/19	Thu 10/10/19				
29		Submit to City	for Review		0 days	Thu 10/10/19	Thu 10/10/19				
30		Submit to Reg	ulatory Agency for	Plan Check	0 days	Thu 10/10/19	Thu 10/10/19				
31		Develop and S	ubmit 95% CD Cost	: Estimate	5 days	Fri 10/11/19	Thu 10/17/19				
32		City Review Pe	riod (subject to ch	ange)	10 days	Fri 10/11/19	Thu 10/24/19				
33	_	Regulatory Ag	ency Review Period	I (subject to change)	10 days	Fri 10/11/19	Thu 10/24/19				
34		Receipt of City	and AHJ CD Review	w Comments	0 days	Thu 10/24/19	Thu 10/24/19				
35	_	100% CD Phase			13 days	Fri 10/25/19	Tue 11/12/19				
35		100% CD Phase			13 days	Fri 10/25/19	Tue 11/12/19				
Projec	ct: City	of San Pablo	Task		Project Summary	0	Manual Task	Start-c	-		Dea
	Thu 3,		Split		Inactive Task		Duration-only	Finish-	2	-	Prog
			Milestone		Inactive Milestone	•	Manual Summary Rollu		al Tasks		Manu
			Summary		Inactive Summary		Manual Summary	Extern	al Milestone	>	



ID		Task Name	Duration	Start	Finish		2nd Quarter		I	3rd Quarter	
20	U	Dian Devision Deceder City & Deculatory Accuracy Comments	10 days	F.:: 10/25/10	Thu: 44/7/40	Mar	Apr	May	Jun	Jul	Aug
36		Plan Revision Based on City & Regulatory Agency Comments	10 days	Fri 10/25/19	Thu 11/7/19						
37		Internal QA/QC	2 days	Fri 11/8/19	Mon 11/11/19						
	-										
38		Resubmit 100% CD to City & Regulatory Agency	0 days	Tue 11/12/19	Tue 11/12/19						
39		Final Documents for Bid	10 days	Tue 11/12/19	Mon 11/25/19						
40		Bidding Phase and Contract Award (per City)	20 days	Tue 11/26/19	Fri 12/27/19						
41		Construction Phase (TBD)	0 days	Fri 12/27/19	Fri 12/27/19						

Project: City of San Pablo
Date: Thu 3/7/19

Milestone

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Project Summary Inactive Task Inactive Milestone

Inactive Summary

Manual Task	
Duration-only	
Manual Summary Rollup	
	Duration-only

Manual Summary

Start-only
Finish-only
 External Tasks
External Milestone

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Footnote: Schedule will be re-evaluated upon City's HVAC system selection

Summary

Task

Split



Deadline	÷
Progress	
Manual Progress	



Our livelihood is dependent on our daily performance, project success, and positive client relationships. An invitation to future contracts is often based on positive referrals from our past and present clients. This knowledge drives our commitment to reach successful outcomes to every issue that arises during each project. Service and satisfaction are our top priorities, and we commit our project team—with their unique combination of talents and qualifications—to deliver successful projects to the City with complete satisfaction in our services.

See the following pages for six of Kitchell's relevant projects, along with reference contacts. These references are familiar with the work product from Kitchell's project manager and key personnel. We encourage you to reach out to these references for a snapshot of our previous experience and the quality service we provide.







### **City of Vallejo, Police Department Building HVAC Upgrades** VALLEJO, CA

Kitchell is currently providing assessment and multi-disciplinary design services for an upgrade or replacement of the HVAC system within this two-story, 20,000 SF police department facility. The scope of work includes a comprehensive assessment of the existing HVAC system, recommendations for improvements to the system, and design services for the associated improvements upon approval from the client.

#### **CLIENT REFERENCE**

Rick Navarro, Consultant Civil Engineer, City of Vallejo 555 Santa Clara Street Vallejo, CA 94590 tel. 707.648.5229 rick.navarro@cityofvallejo.net

#### **CLIENT TYPE**

Public - Government

#### SIZE

20,000 SF

#### **CURRENT STATUS**

Design

**PUBLIC INVOLVEMENT** 





### Madera County, Old Jail HVAC Replacement Project MADERA, CA

Kitchell provided design services to replace the existing HVAC systems serving the housing units and central plant at the existing old jail, originally built in 1988. Kitchell's design included the new air handler system in the upper level and roof areas of the housing units being connected to the existing central plant, which has been expanded with new cooling towers, chillers, boilers, storage tanks, and a distribution system to address the increased HVAC load of the jail. The existing pneumatic controls system serving HVAC equipment was replaced with a DDC controls system. The VAV terminal units in the Administration Building was also replaced to upgrade the controls from pneumatic to DCC. Associated electrical, architectural and structural design services were also provided as necessary for the replacement.

#### **CLIENT REFERENCE**

Raymond Huerta, Building, Crafts, and Maintenance Supervisor Madera County - Resource Management Agency 2037 W. Cleveland Avenue Madera, CA 93637 tel. 559.675.7817 raymond.huerta@madera-county.com

#### **CLIENT TYPE**

Public - Correctional

#### SIZE

Varies by area

#### **CURRENT STATUS**

Construction

**PUBLIC INVOLVEMENT** 





# California Department of General Services, California Highway Patrol Academy Deferred Maintenance Projects, west sacramento, ca

Kitchell is currently providing design and construction services for multiple deferred maintenance projects at California Highway Patrol Academy in West Sacramento. Projects under this contract include:

- Central Plant Boiler Replacement: Replace two hot water boilers, two hot water pumps, one pool boiler, and one domestic boiler.
- Flat Roof Replacement: Replace flat roofs at multiple buildings on site.
- Main Classroom Air Handlers Replacement: Replace two multi-zone air handler systems to maintain a consistent heating and cooling temperature within the classrooms.
- North and South Dormitory Hot Water Holding Tank Replacement: Replace and relocate the 2,000 gallon hot water holding tanks from the mechanical rooms to the building exterior mechanical enclosure.
- Plumbing Cafeteria Replacement: Replace the existing main sanitary sewer and feeder pipes located in the crawl space below the Cafeteria.

#### **CLIENT REFERENCE**

Travis Thrasher, Project Director CA Department of General Services 707 3rd Street Suite 4-195 West Sacramento, CA 95605 tel. 916.375.4259 travis.thrasher@dgs.ca.gov

#### **CLIENT TYPE**

Public - Government

SIZE Varies by area/project

#### **CURRENT STATUS**

Design (varies by project)

#### **PUBLIC INVOLVEMENT**



### Butte County Association of Governments, Butte Regional Transit Operations Center Maintenance Building HVAC Improvement, CHICO, CA

Kitchell provided design services for the HVAC systems and building envelope improvements in response to ongoing problems with humidity control at the Maintenance Building. The scope of work included retrofit of the existing Munters Indirect/Direct Cooling Air Handling Unit ECU-2 with a direct expansion cooling coil to dehumdify air; providing wall mounted louvers with control dampers to allow cross ventilation and humidity relief; providing a BMS controls upgrade to command the cooling coils and control dampers; and development of a sequence of operations to optimize humidity control strategies.

#### **CLIENT REFERENCE**

Andy Newsum, Deputy Director Butte County Association of Governments (BCAG) 2580 Sierra Sunrise Terrace, Ste 100 Chico, CA 95928 tel. 530.895.6522 anewsum@bcag.org

#### **CLIENT TYPE**

Public - Civic/Municipal

#### SIZE

17,000 SF

#### **CURRENT STATUS**

Design

#### **PUBLIC INVOLVEMENT**





# City of Burlingame, Central County Fire Department Station No. 35 Modernization, BURLINGAME, CA

Kitchell is providing complete design services for the modernization and renovation to this 5,600 SF fire station. The scope of these improvements include:

- Removal and replacement of the existing HVAC system;
- Expansion of Captain's room to accommodate three beds;
- Create two bathrooms from one existing bathroom;
- Remove remaining galvanized and replace with copper water supply lines;
- Replace all single pane windows with double pane windows;
- Paint interior and exterior of the building;
- Perform energy upgrades including lighting and insulation;
- Installation of new fire sprinkler and alarm system;
- Asbestos abatement.

### CLIENT REFERENCE

Kevin Okada, PE Senior Civil Engineer 501 Primrose Road Burlingame, CA 94010 tel. 650.558.7230 kokada@burlingame.org

#### **CLIENT TYPE**

Public - Civic/Municipal

SIZE

5,600 SF

**CURRENT STATUS** 

Design

**PUBLIC INVOLVEMENT** 







# California Department of Corrections and Rehabilitation, Health Care Facility Improvement Program (HCFIP), VARIOUS, CA

Design services for several sub-projects at Calipatria (CAL), Centinela (CEN), Chuckawalla Valley (CVSP) and Ironwood (ISP) State Prisons. The purpose of the health care facility improvement program at these institutions is to remedy deficiencies in the health care components established by the California Correctional Health Care Services (CCHCS) program for Basic institutions.

**Sub-Project #1 – Facilities A, B, C, and D Primary Care Clinic Renovation and Addition:** The existing clinics at Facilities A, B, C, and D will be renovated and expanded to provide primary care services and clinical support space to the inmate-patient population housed in each of the Facilities.

**Sub-Project #2 – New ASU Primary Care Clinic:** A new single story clinic will be constructed at Facility A, to provide separate clinical treatment space for the large secure lock-up ASU population at CAL that are housed in units A5 and the stand-alone ASU housing unit.

Sub-Project #3 – Central Health Services Renovation: The existing Central Health Services Building will be reconfigured and renovated for specialty and emergency services. The specialty clinic will be renovated and reconfigured to provide specialty clinical services and consultation, and emergency treatment consistent with the delivery of a Basic level of care.

**Sub-Project #4 – Health Care Administration Renovation:** An existing area within Building 504, previously occupied by health records staff, will be renovated to provide offices for health care administration staff displaced from the Central Health Services Building.

### **CLIENT REFERENCE**

Michael Salyer, Project Director I California Department of Corrections and Rehabilitation 9838 Old Placerville Road, Suite B Sacramento, CA 95837 tel. 916.255.0637 Michael.Salyer@cdcr.ca.gov

#### **CLIENT TYPE**

Public - Government

SIZE

Varies by area/project

**CURRENT STATUS** 

Complete

#### **PUBLIC INVOLVEMENT**



Kitchell understands that project success and the City's satisfaction with our services will depend on a spirit of partnership among the project team. We understand the significance of collaborative and inclusive approach in discovering the mutual value in achieving common goals. Our commitment to this effort will foster good communications and promote positive relationships with your staff and other stakeholders, which will ultimately benefit the project.

Project management includes implementing systems to control the budget, cost, schedule and quality. Kitchell will work with the City to implement systems to monitor and control these important project attributes.

**Kitchell Project Manager, Sergio Rodriguez** will be the main contact for the City, as well as the coordinator for all project personnel (both internal and external). Sergio will oversee project updates, monitor deadlines, review and evaluate products, ensure quality control and attend/lead meetings as necessary.

### **Project Management Plan**

Working as a partner with the City, Kitchell will establish the project's goals and create a Project Management Plan that describes in detail the project's goals and a roadmap to reaching these goals. This Project Management Plan will be the guide for all future project activities.

One of the tools included in the plan is a responsibility matrix. In this matrix we will define the area of responsibility for each team member and provide a reporting structure that clearly demonstrates the work tasks and who makes the decisions on the work's substance. We also include in this plan a method for managing conflict. We have defined procedures for managing conflict, but we find attitude is the key to conflict management. In order to achieve a desired goal, the conflict must be handled in an environment of diplomatic objectivity, employing tact and mutual respect. Efforts are spent focused on the issue and not individual personalities. Honest, open communication is required for a successful project and the key is to create an environment where all participants can contribute their ideas in a collaborative nature.

The Kitchell Project Management Plan is a document that will be prepared by **Project Manager, Sergio Rodriguez** with key City staff. It defines the basis and procedures for implementing and managing the projects. The Project Management Plan serves three major functions:

- Defines and documents the project requirements
- Outlines the plan and strategy for fulfilling those requirements
- Establishes the project's goals and City's expectations against which the project will be judged

### **Communication with the City**

Kitchell's project approach **emphasizes continuous communication between the project team and our clients.** Kitchell typically starts a project with a kick-off meeting to quickly establish project parameters. This is quickly followed by site visits. Deliverables submitted to the Owner are followed up with meetings to verify all concerns are being addressed. Meeting minutes are provided and distributed to all stakeholders.



Kitchell will establish Bluebeam sessions to post documents for electronic review as part of each deliverable submission. Review comments can be electronically posted, tracked, and responded to. Kitchell will instruct all reviewers in how to use this system to provide consistency between the team. Although a useful tool, this method is not intended to replace face to face meetings but to augment the review process and reduce the amount of unnecessary printing required.

### **Budget Management**

The project budget serves as the standard by which expenditures are measured. The budget is one of the first documents the project team develops in carrying out the work. We start the process by meeting with City to discuss the status of current budget information, appropriate level of detail, and reporting procedures and requirements. We will work with the City to compile records of existing expenditures and known financial commitments. Determining accurate assumptions is a major component of the budget development process.

Kitchell's success in estimate management has been a result of continuous refinement of our cost control systems. For example, the estimators used for Kitchell's at-risk and general contracting work will be the same estimators used to prepare the estimates for these projects. Kitchell's estimators will work very closely **with our Project Manager**.

Once established, Kitchell will assists the City's project manager in tracking the budget from a project's inception through closeout, tracking all costs associated with each project. If it appears that the project construction estimate is over budget we advise and make recommendations for corrective action.

### **Schedule Management**

We have used various systems in the management of projects, such as Microsoft Project, Primavera P6, and Microsoft Excel.

Our project schedule provides information in a concise, clear, and effective format. Careful monitoring and regular reporting of activities against this schedule will provide early information about overall progress. Our Project Manager will follow up on potential delay issues through active communication with the City and our team The critical path schedule is the baseline upon which we measure progress, and through milestone updates, becomes a history of how the project was completed. We continuously monitor the schedules and enforce the provisions of the contract documents regarding scheduled milestones.

### **Project Quality**

Actual work on our clients' projects is monitored through regular reporting requirements and periodic special monitoring. Our process involves:

- Measurement of work activity
- Identification of non-conforming services
- Development of solutions and corrective action plans
- Corrective plan implementation

Our program is not quality control "from above" or by inspection, but quality assurance in which every employee is engaged in all of the steps involved in the process.

As work progresses on a project we work with the owner and our team to define and refine the job requirements, continually measuring our performance in terms of meeting these requirements—no matter how frequently they may change.

While building quality can be measured by workmanship, it is equally important for all members of the project team to understand the project vision and corresponding quality level set for the project. When our project team is formed, it becomes a quality work group that provides a candid, constructive environment for the discussion of potential quality issues. Following are some of the processes we use.

**Benchmarking:** Quality benchmarking is provided at each phase of design, where we compare the early budget to projects of similar size and scope. Costs are compared for site, structure, building skin, building finishes, mechanical systems and other building components to ensure costs are consistent with anticipated quality.

Value Engineering: Value Engineering allows us to suggest alternate materials and construction details to make the project easier and less expensive to build.

**Constructability Reviews:** Constructability reviews can also assist in eliminating field questions and delays, helping us to work out challenging project details in design, rather than causing expensive and timely redesign during construction.

Job Meetings: Weekly job meetings by the project manager to monitor quality, conformance to scope, budget and schedule. The project manager will also review the status of review comments to ensure they are all addressed.

In-house Quality Control: Allocation of sufficient time in the schedule to perform internal QC at each milestone by a separate internal team in each discipline.

Quality Control Process Manual: We have developed a design quality control procedures manual that contains checklists for each discipline for each phase of the design. These checklists identify common errors and omissions and ensure they are not made again. We hold our project managers accountable for the quality of the documents we produce and have a QC sign-off sheet that ensures a quality control review has been performed. We keep copies of our QC sets and sign-off sheets for review by the client in order to document our commitment to quality control.

**Formal Customer Interview:** Part of our quality process includes a formal Customer Interview. The interview is an open discussion designed to identify client requirements and feedback. The interviews provide us with the opportunity to better meet the specific needs of each client, plus identify common areas for improvement in our work processes. During and after a project, clients are interviewed and asked to rate Kitchell's performance in seven areas— responsiveness, communication, product/service quality, problem solving, personnel, cost management and understanding your needs. Kitchell encourages feedback from our clients as a measure of our performance in the eyes of the team member whose opinion matters the most.

### **Staff Availability/Capacity**

As is the case for any private professional architectural and engineering firm, we need to continue pursuing new work in order to remain healthy. We are selective in the projects we pursue, and we will not propose on a project unless we have appropriate staffing available. Kitchell CEM's business plan is based on slow yet steady growth in order to maintain the solid reputation we have in the industry.

The depth of our firm allows us the flexibility to meet any project's varied requirements. Many of our large programs and projects experience peaks and valleys in staffing requirements which allows us to accommodate needs on other projects on either a short-term or long-term basis by shifting personnel to where the need arises. At any given time, we have projects that are starting up and others that are winding down. We maintain a region-wide resource-loaded schedule that allows us to accurately assess project staffing needs versus availability. When unexpected needs arise, we are able to determine what staff are available to fill those needs.

As a professional program/construction management and design firm, we take pride in selecting the most qualified personnel to achieve the depth and breadth of resources to offer our clients and their projects. We will provide you with key individuals to meet the project requirements. **Our team will serve as an extension of your staff,** enabling you to maintain everyday operations.

We schedule our personnel as we schedule our projects. **Kitchell will provide full commitment, attention, continuity and accountability** in developing a successful project for the City. We will work with you to create an effective team to bring the projects in on time, within budget and with the highest possible quality.

Continuity of staff is a key factor in the development of our program and project teams. Kitchell's philosophy is to maintain the core staff assigned—we do not rotate staff in and out of assignments. If it does become necessary to add or replace a project team member, he or she will be introduced to the City for approval before beginning work on the project.





The hourly rates below are fully burdened with employee benefits, statutory requirements, overhead and profit and exclude associated material expenses. These rates are applicable to services requested on an individualized hourly billing basis. Our fees for comprehensive services take advantage of savings such as resource allocations and economies of scale, which can result in improved hourly rate calculations.

The following estimated hourly rates will be effective through 2020 and are subject to adjustment based upon a mutually agreeable cost index for subsequent years:

Position	Hourly Rate
Project Executive	\$205
EAS Department Director	\$195
Sr. Project Manager	\$185
Project Manager	\$175
Estimator	\$150
Structural Engineer	\$165
Civil Engineer	\$165
Scheduler	\$165
Commissioning Specialist/Agent	\$155
Registered Architect	\$165
Mechanical Engineer	\$165
Electrical Engineer	\$165
Industrial Engineer	\$165
Sr. Project Engineer	\$145
Project Engineer	\$135
BIM/CAD Operator	\$130
Administrative	\$90
Field Office Manager	\$86

### **Reimbursable Expenses**

Reimbursable expenses are billed at actual cost plus 10% markup. Reimbursable costs vary from project to project. Following are categories of possible reimbursable expenses:

- Office Space
- Postal and delivery services
- Office equipment
- Document reproduction
- Communications
- Plans, prints, photographs
- Travel outside the area





March 4, 2019

Ronalyn Nonato Assistant Engineer City of San Pablo Public Works, Engineering 13831 San Pablo Avenue, Building 3 San Pablo, CA 94806

#### RE: Fee Proposal – 2023 Vale Road HVAC Replacement Mechanical Engineering Consulting Services

Dear Ms. Nonato:

On behalf of Kitchell CEM, we want to express how much we genuinely appreciate the City of San Pablo providing us the opportunity to provide the mechanical engineering consulting services for the 2023 Vale Road HVAC Replacement Project.

Per our conference call on Thursday, February 28<sup>th</sup>, we have reviewed our fee proposal and recommend eliminating the 35% Construction Document (CD) submittal and the project cost estimate at the 100% CD level.

**Compensation** | By eliminating the items above and re-evaluating our hours at the tasks to remain our compensation shall be a sum not to exceed in the amount of One Hundred Thirty Eight Thousand One Hundred and Fifty Eight Dollars (\$138,158) per Attachment A.

**Additional Services** | If additional work is required beyond what is noted above and in our proposal, Kitchell will provide services for these scope of work items under a separate proposal per our fee schedule in our initial proposal. No additional services will be performed without receiving written permission from the District.

All of us at Kitchell are grateful for the opportunity to submit this proposal. Please do not hesitate to call at any time if you should have any questions.

Sincerely,

Heather Brown, PE, LEED AP, CPMP Director, Engineering and Architectural Services

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			<u> </u>			л.	Mechanical Engineer	r.		z				
			Dept Director	er		ructural Engineer	gin	Electrical Engineer		BIM/CAD Operator				
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Taal. #	City of San Pablo 2023 Vale Road HVAC Replacement	Lisuak Data				<u>5</u>						Ĕ	Total	Fee
Task #	Description	Hourly Rate	\$ 195	\$ 175	\$ 165	\$ 165	\$ 165	\$ 165	\$ 150	\$ 110	\$ 90		-	
1	Existing HVAC System Assessment & Report													
	Review As-built Information				2		2	2		2		8	\$	1,210
	Kick-off meeting				2		2	2				6		990
	Site Survey and Documentation				4		4	4		16		28	\$	3,740
	Hazmat Consultant (ADR)											LS		\$7,583
	Structural Support (Miyamoto)											LS		5,621
	Draft Recommendation Report				8		10	8	8	16	2	52		7,430
	Meet with City to Discuss Draft Report Comments						2					2	\$	330
	Final Recommendation Report Project Management / Clerical		2	12	2		2	2	2	8	2	18 14		2,350 2,490
	Subtotal Task 1		2	12	18	0	22	18	10	42	4	128		31.744
			_			•							•	• .,
2	35% Construction Documents (NIC)													
	Drawings												\$	-
	Specifications												\$	-
	Calculations												\$	-
	Title 24 Estimate												\$	-
	Estimate Quality Control												\$ \$	
	Project Management												э \$	
	Subtotal Task 2		0	0	0	0	0	0	0	0	0		\$	-
3	65% Construction Documents													
	Drawings				40		46	20		54		160		23,430
	Specifications				4		4	4			4	16		2,340
	Calculations Title 24						8	4				12		1,980 660
	Estimate						4		24			4 24		3,600
	Structural Support (Miyamoto)								24			LS		7,955
	Incorporate 35% CD Client Comments (NIC)											0		-
	Quality Control				1		1	1		2		5		715
	Project Management		2	22								24		4,240
	Subtotal Task 3		2	22	45	0	63	29	24	56	4	245	\$	44,920
4	95% Construction Documents													
	Drawings				24		28	14		34		100	\$	14,630
	Specifications				24		20	2		54	4	100		1,350
	Calculations						2	2					\$	660
	Title 24						4					4	\$	660
	Estimate								12			12		1,800
	Structural Support (Miyamoto)											LS		5,195
	Incorporate 65% Client Comments				2		4	2					\$	1,320
	Quality Control Project Management		2	14	1		2	1		2		6 16	\$	880 2,840
	Project Management Subtotal Task 4		2	14	29	0	42	21	12	36	4	160		2,840
	Subtotal Task 4		2	14	23		-72	21	12	00		130	*	20,000
5	100% Construction Documents/Bidding Documents													
	Revise set based on comments & submit bid set				12		14	8		18	2	54		7,770
	Structural Support (Miyamoto)											LS		1,982
	Estimate (NIC)												\$	-
	Project Management		2	6		-		_	-				\$	1,440
	Subtotal Task 5		2	6	12	0	14	8	0	18	2	62	\$	11,192
6	Construction Administration													
	Attend Pre-construction Meeting			4								4	\$	700
	Review Submittals				8		16	8				32		5,280
	Respond to RFI's				8		16	8				32		5,280
	Develop As-built drawings (Only includes review of as-built drawings)				2		2	2					\$	990
	Punch List (1 punch list visit & 1 punchlist verification visit)				4		4	4				12		1,980
	Structural Support (Miyamoto) Project Management / Clerical		2	8								LS 10		3,447
	Subtotal Task 6		2	8	22	0	38	22	0	0	0	96		19,467
	Gublotal Task 0		2	12		0			0	0	0		Ψ	10,407
	Total Hours		10	66	126	0	179	98	46	152	14	691	<b>\$</b> 1	136,658
	Kitchell's Expenses													\$1,500
	Total Sum Nation Evanad												\$ 1	138,158
	Total Sum Not to Exceed												φ	, 100
	Total Sum Not to Exceed												φ	,

NOTE This fee is for replacement of the HVAC system only. It does not include design for a roof and/or structural replacement



# ADR Environmental Group, Inc. (888) 622-3734 • (916) 921-0600 • FAX (916) 648-6688

225 30<sup>th</sup> Street • Suite 202 • Sacramento, CA 95816

#### **STANDARD PRICE PAGE**

ITEM	UNIT	COST
Senior Hydrologist/Professional Geologist	Hour	\$150.00
Certified Industrial Hygienist	Hour	\$150.00
Principal Consultant	Hour	\$125.00
Project Geologist	Hour	\$95.00
Environmental Technician	Hour	\$75.00
Certified Asbestos Consultant	Hour	\$95.00
Certified Site Surveillance Technician (Asbestos)	Hour	\$75.00
DHS Lead Project Designer	Hour	\$95.00
DHS Lead Inspector/Monitor	Hour	\$75.00
CAD-Draftsman	Hour	\$65.00
Data Manager	Hour	\$50.00
Key Data Operator	Hour	\$40.00
Soil/Groundwater Sample Analytical	Sample	Per Quote
Phase Contrast Microscopy Rush TAT	Sample	\$20.00
Phase Contrast Microscopy 24 hr TAT	Sample	\$17.00
Phase Contrast Microscopy 48 hr TAT	Sample	\$13.00
Polarized Light Microscopy Rush TAT	Sample	\$33.00
Polarized Light Microscopy 24 hr TAT	Sample	\$25.00
Polarized Light Microscopy 48 hr TAT	Sample	\$18.00
Transmission Electron Microscopy Rush TAT	Sample	\$190.00
Transmission Electron Microscopy 24 hr TAT	Sample	\$125.00
Transmission Electron Microscopy 48 hr TAT	Sample	\$95.00
Flame AA Lead Paint Chip Rush TAT	Sample	\$50.00
Flame AA Lead Paint Chip 24 hr TAT	Sample	\$30.00
Flame AA Lead Paint Chip 48 hr TAT	Sample	\$22.00
Flame AA Lead Air Rush TAT	Sample	\$50.00
Flame AA Lead Air 24 hr TAT	Sample	\$30.00
Flame AA Lead Air 48 hr TAT	Sample	\$22.00
Flame AA Lead Wipe Rush TAT	Sample	\$50.00
Flame AA Lead Wipe 24 hr TAT	Sample	\$30.00
Flame AA Lead Wipe 48 hr TAT	Sample	\$22.00
Lead XRF	Day	Per Quote
Non-viable Fungal – Tape lift samples Rush TAT	Sample	80.00
Non-viable Fungal - Tape lift samples 24 hr TAT	Sample	65.00
Non-viable Fungal - Tape lift samples 48 hr TAT	Sample	50.00
Non-viable Fungal - Air samples Rush TAT	Sample	80.00
Non-viable Fungal - Air samples 24 hr TAT	Sample	65.00
Non-viable Fungal - Air samples 48 hr TAT	Sample	50.00
Mileage	Mile	\$0.60
Per Diem (meals/lodging)	Day	* \$150.00

\* - Pricing may vary depending on geographical location. ADR will provide quote on a project basis.

All pricing is for single unit values; revised pricing is available for larger scale projects on a case-by-case basis. Turn around time (TAT) begins when laboratory receives samples.





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www.kitchell.com