

CITY OF FOSTER CITY
ADDENDUM NO. ONE (1) / FINAL ADDENDUM
TO THE REQUEST FOR PROPOSAL
RECREATION CENTER REPLACEMENT PROJECT
(CIP 301-678)

PROPOSAL DEADLINE AMENDED TO FRIDAY SEPTEMBER 9, 2022 (2:00 PM)

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the Request for Proposal for the Recreation Center Replacement Project (CIP 301-678).

Consultants shall acknowledge the receipt of this Addendum by attaching the following acknowledgement form to their proposal submittal. Failure to do so **may** render the Consultant's proposal non-responsive.

The following changes, additions or deletions shall be made to the following documents as indicated and shall be part thereof as if originally specified and/or shown. All other terms, conditions, plans and specifications remain unchanged.

REQUEST FOR PROPOSAL:

1. Section IV. Proposal Requirements

Paragraph four is revised:

*"The proposal shall be concise and address qualifications and experience. Consultant shall not include superfluous information or analytical work that would otherwise be performed during work in the proposal. The body of the proposal, excluding the table of contents and appendices, should not exceed **30** pages. As an appendix, provide resumes for the proposed team members. Proposals should be bound with tabs identifying each section herein specified."*

2. Attachment A - Draft Scope of Services

Section 4 - Use Permit and Construction Documents, Item C and D under Interdepartmental Evaluation Committee is revised to remove the requirement for "existing" Floor Plans and Elevations.

3. Section IV. Proposal Requirements, Part 1

Section B - Table of Contents has been revised to Section A and comes before the Cover Letter. Cover Letter has been revised to Section B as follows:

A. *Table of Contents*

Consultant shall provide a table of contents for all material contained in the proposal.

B. *Cover Letter*

Consultant shall provide a cover letter. The person who signs the cover letter shall be authorized to contractually bind the consultant. The cover letter shall include the following:

- 1) A statement that all the information in the Request for Proposal was examined.*
- 2) A statement that the proposal is binding for a 90-calendar day period.*
- 3) The name, title, address, email, and telephone number of the individual to whom correspondence and other communications should be directed during the consultant selection process.*
- 4) The name, title, address, email, and telephone number of the individual who will negotiate the consulting agreement with the City, if selected, and is authorized to contractually bind the firm.*

4. Section IV. Proposal Requirements, Part 1

Item D.1 has been revised to remove "not to exceed amount".

- 1) Clearly specify the scope of work; ~~not to exceed amount;~~ and schedule for the work that will be included in the contract for professional engineering services.*

5. Section VI. Consultant Selection Process

The weights for each selection criteria have been added and are as follows:

- 1) Experience/Qualifications (30%): Firm's experience on similar projects in the last five years.
 - a. Consultant's and sub-consultant's, if any, experience successfully providing professional engineering services on similar projects in the last five (5) years.**
- 2) Personnel Assigned (40%): Experience of key personnel assigned to the project, and experience of key team members who will be assigned to the project for its full duration.*

- a. *Project Manager's experience successfully providing professional design, bidding, and construction support services and/or other related work on similar projects and their availability to perform work required by his/her role.*
- b. *Other Key Personnel's experience successfully providing professional design, bidding, and construction support services and/or other related work on similar projects and their availability to perform the work required by his/her role.*
- c. *Other Team Members' experience providing professional design, bidding, and construction support services and/or other related work on similar projects.*

3) *Quality and Completeness of Proposal (25%):*

- a. *Clarity and relevance of information contained in the proposal.*
- b. *Consultant's understanding of work.*
- c. *Consultant's approach to the work.*

4) *References (5%)*

6. Section IV. Proposal Requirements, Part 2

The first paragraph under I-Consultant Fee Schedule and Reimbursable Expenses is revised to reference Section E instead of Section D:

"Provide one (1) copy in a sealed envelope, including the level of effort with reimbursable expenses and hourly rates schedule. The level of effort and reimbursable expenses shall be broken down with a summary table for the entire proposal and shall include an estimate of the number of hours by staff type to complete the work described in Attachment A, Draft Scope of Service, that is consistent with the schedule created as part of Section E in Part 1 Provide descriptions of assumptions made in developing the labor hours. The City and the selected consultant will endeavor to negotiate a consulting agreement which contains a not-to-exceed amount for professional services, reimbursable expenses, additional services, supplies, materials, and equipment."

7. Exhibit C – Insurance Forms

Under Section 1.1 Insurance Requirements, the last sentence of the first paragraph has been revised as follows:

"The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate."

8. Attachment A - Draft Scope of Services, Task 2 – Conceptual Design Refinement and Schematic Design

The 50% schematic design submittal has been removed from the project scope.

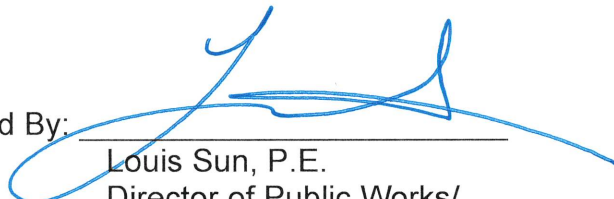
9. Attachment A - Draft Scope of Services, Task 3 – Design Development Documents

The 50% design development submittal has been removed from the project scope.

10. Attachment A - Draft Scope of Services, Task 4 – Use Permit and Construction Documents

The 25% construction document submittal has been replaced by the Use Permit submittal. The Construction Document submittals shall include only 50%, 75% and final.

Approved By: _____


Louis Sun, P.E.
Director of Public Works/
City Engineer

Date _____

8/30/2022

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. ONE (1) / FINAL
ADDENDUM**

**TO THE REQUEST FOR PROPOSAL
RECREATION CENTER REPLACEMENT PROJECT
CIP 301-678**

I have received Addendum No. One (1) for this project/contract consisting of sixty-one (61) 8½" X 11" pages. Included is:

- Four (4) pages - Addendum Notice
- One (1) page - Acknowledgement of Receipt
- Fifty-six (56) pages – Revised Request for Proposal

I understand that a copy of this acknowledgement with the original signature must be attached to the proposal at the time of submittal. Failure to attach such copy **may** render the submittal as not responsive and the proposal may be rejected.

Signature

Date

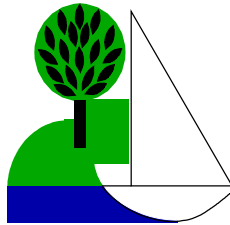
Print Name

Phone Number

Company Name

Please email an executed copy of this acknowledgement to Francine Magno, Senior Civil Engineer: FMagno@fostercity.org

CITY OF FOSTER CITY



REQUEST FOR PROPOSAL

**PROFESSIONAL DESIGN, BIDDING, AND
CONSTRUCTION SUPPORT SERVICES
FOR
THE RECREATION CENTER REPLACEMENT PROJECT
(CIP 301-678)**

PROPOSAL SUBMITTAL DEADLINE: FRIDAY, SEPTEMBER 9, 2022 at 2:00 PM

RETURN PROPOSAL TO:

City of Foster City
Public Works Department
Attn: Francine Magno
Senior Civil Engineer
610 Foster City Blvd.
Foster City, CA 94404

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REQUEST FOR PROPOSAL
FOR PROFESSIONAL DESIGN, BIDDING, AND
CONSTRUCTION SUPPORT SERVICES
FOR
THE RECREATION CENTER REPLACEMENT PROJECT
(CIP 301-678)

SECTION I. INTRODUCTION

The City of Foster City (City) is seeking a professional consultant team to provide design, bidding, and construction support services for the Recreation Center Replacement Project (CIP 301-678). To that end, the City invites qualified consulting firms to submit proposals.

Consultants shall examine all information in this Request for Proposal (RFP), including the attachments.

Consultants are encouraged to attend a mandatory, pre-proposal meeting on **Tuesday, August 16, 2022**. The deadline for submitting questions about the proposal is **Thursday, August 25, 2022 at 5:00 pm**. The City will consider proposals received on or before the proposal submittal deadline of **Friday, September 9, 2022 at 2:00 pm**. The City may extend the proposal submittal deadline if the City receives an inadequate amount of applicant response. Interested consultants will be notified via an addendum.

SECTION II. GENERAL INFORMATION

Consultant shall provide a proposal for professional design, bidding, and construction support services for CIP 301-678 as described below.

CIP 301-678 involves the replacement of the City's Recreation Center. The current center, located at 650 Shell Boulevard, was opened to the public in 1974. Due to its location as a central amenity in Foster City's Leo Ryan Park, the center is a hub of activity in the community. The current Recreation Center consists of the original building that was built in 1974 and two expansion wings that were construction in the 1990s. The current structure contains approximately 18,500 square feet of meeting room/user space in the 36,000 square foot building, with the remaining space allocated to lobbies, storage, mechanical rooms and long hallways to access the phased additions. Because the building was originally three separate structures that were combined into one building with one roof in 1997, multiple roof penetrations were added to install HVAC equipment and aesthetic screens on the flat deck of the roof. Due to the construction history, several structural issues are known or anticipated related to water intrusion. The age of the building and the piecemeal way in which it was constructed contribute to the current need for a rebuild that would best meet the recreational needs of the Foster City community and the infrastructure needs of the City both now and in the years to come.

The Recreation Center is designated as an Emergency Shelter and is classified as an essential facility. The Recreation Center is to be designed, constructed, and maintained in conformance with the California Health and Safety Code sections 16000 through 16022 and the California Building Standards. Consultants shall have an adequate level of expertise and experience applicable to essential facilities.

In 2016-2017, the City performed comprehensive outreach to engage the community for the project. A variety of methods, including one-on-one meetings, focus groups, public meetings, and an online and paper survey, were used to engage a wide variety of stakeholders and collect diverse viewpoints and opinions. Using the input received during the public outreach process, several conceptual design plans were produced by Burks Toma Architects to help focus the options and opportunities for the facility. As part of the professional design services for CIP 301-678, the scope will include conceptual design refinement, during which time the conceptual design options will be revisited or reconsidered based upon new input and budget constraints.

Consultants shall bear all costs and assume all liability associated with developing and/or submitting proposals. The City shall bear no costs and/or assume no liability for developing and/or submitting proposals.

SECTION III: MANDATORY, PRE-PROPOSAL MEETING

Interested consultants shall attend a mandatory, pre-proposal meeting. The pre-proposal meeting will be held at City Hall located at 610 Foster City Boulevard, Foster City, CA 94404 on **Tuesday, August 16, 2022 at 9:00 AM**.

The meeting will also be accessible via Zoom. Dial-in information is provided below. If consultants have any questions about the pre-proposal meeting, please contact the Senior Civil Engineer, Ms. Francine Magno at fmagno@fostercity.org, (650) 286-3388.

One tap mobile: US: [+16699006833](tel:+16699006833), [82338509603#](tel:+182338509603) or [+14086380968](tel:+14086380968), [82338509603#](tel:+182338509603)

Meeting URL: https://fostercity-org.zoom.us/j/82338509603?pwd=CrgLPiOYtACXLd_8CfzyO8wErtuVSk.1&from=addon

Meeting ID: 823 3850 9603

Passcode: 1

Join by Telephone

For higher quality, dial a number based on your current location.

Dial:

US: +1 669 900 6833 or +1 408 638 0968 or +1 346 248 7799
or +1 253 215 8782 or +1 646 876 9923 or +1 301 715 8592

Meeting ID: 823 3850 9603

Consultants shall bear all costs associated with attending the pre-proposal meeting. The City shall bear no costs and/or assume no liability for consultants attending the pre-proposal meeting.

SECTION IV. PROPOSAL REQUIREMENTS

To demonstrate the qualifications and experience necessary to perform the professional design, bidding, and construction support services for the project, as described in the **Attachment A, Draft Scope of Services**, consultant shall submit a proposal that includes the information described in this section.

If Consultants have questions regarding the proposal, submit questions to the Senior Civil Engineer, Ms. Francine Magno at fmagno@fostercity.org on or before **August 25, 2022 at 5:00 pm**.

The proposal shall be comprised of two (2) parts:

- Part 1 is comprised of five (5) copies of a bound and tabbed document containing sections A, B, C, D, E, F, G and H described below. Consultant shall also provide a flash drive with electronic copies for Part 1 only.
- Part 2 is one (1) copy of section I submitted in a sealed envelope.

The proposal shall be concise and address qualifications and experience. Consultant shall not include superfluous information or analytical work that would otherwise be performed during work in the proposal. The body of the proposal, excluding the table of contents and appendices, should not exceed 30 pages. As an appendix, provide resumes for the proposed team members. Proposals should be bound with tabs identifying each section herein specified.

PART 1

A. Table of Contents

Consultant shall provide a table of contents for all material contained in the proposal.

B. Cover Letter

Consultant shall provide a cover letter. The person who signs the cover letter shall be authorized to contractually bind the consultant. The cover letter shall include the following:

- 1) A statement that all the information in the Request for Proposal was examined.
- 2) A statement that the proposal is binding for a 90-calendar day period.
- 3) The name, title, address, email, and telephone number of the individual to whom correspondence and other communications should be directed during the consultant selection process.
- 4) The name, title, address, email, and telephone number of the individual who will negotiate the consulting agreement with the City, if selected, and is authorized to contractually bind the firm.

C. Executive Summary

Consultant shall provide an executive summary. The executive summary shall include a statement that consultant reviewed the draft scope of services and is able to provide the required professional services. The summary shall briefly summarize those consultant qualifications and experience, contained in the proposal, which best highlight its ability to successfully deliver the work.

D. Project Approach

A summary presentation of the proposed approach for performing the services, describing how the project team would be organized to:

- 1) Clearly specify the scope of work and schedule for the work that will be included in the contract for professional engineering services.
- 2) Monitor and control the scope of work, communicate potential scope of work changes prior to performing that work, and manage the change in scope of work.
- 3) Monitor and control costs of professional design services to ensure the services are performed within the negotiated not-to-exceed amount.
- 4) Monitor the schedule and ensure that deliverables are completed on or before schedule milestones.
- 5) Monitor the progress of the work to ensure that each submittal is complete and has been adequately reviewed prior to submitting deliverables.
- 6) Monitor the quality of consultant's deliverables to reduce the amount of City resources required to review the submittal.
- 7) Ensure responsiveness to City Staff.
- 8) Facilitate communications.
- 9) No substituting of staff listed in the proposal and adding staff not listed in the proposal.

E. Proposal Schedule

The purpose of the proposal schedule is to ensure consultant completes work in a timely manner and to ensure that labor projections are consistent with the proposal schedule.

Consultant shall prepare a schedule for the work described in **Attachment A**, Draft Scope of Services and shall show the key activities, their start dates, and end dates. The schedule should include a milestone for each Authorization to Proceed and each submittal identified in **Attachment A**, Draft Scope of Service. The durations required to reach milestones shown in the schedule will be incorporated into Tasks 1 and 2 of Scope of Services for the Professional Services Agreement.

The proposal schedule shall have the sufficient details to achieve the above goals. The City will request additional detail from the highest ranked consultant which will be incorporated into the Professional Services Agreement.

Consultant shall use **January 3, 2023**, as the start date for the schedule.

F. Consultant Information

Consultant shall provide the following information for it and each of its sub-consultants, if any:

- 1) Legal name of firm.
- 2) Type of organization (partnership, corporation, etc.) and where incorporated, if applicable.
- 3) Firm's Officers.
- 4) Date firm was established.
- 5) Address of firm's headquarters.
- 6) Current number of people employed by the firm.
- 7) Name of consultant's parent company, if any.
- 8) Name of consultant's subsidiaries wholly owned or fractionally owned, if any.
- 9) List of companies associated with the consultant whose work on the design or construction of the projects may potentially give rise to a conflict of interest, if any.
- 10) List of contracts terminated for convenience or default within the past three (3) years, if any. Include contract value, description of work, client's name, and telephone number.

G. Consultant Experience and References

Consultant shall provide for it and each of its sub-consultants, if any, details of its experience working on similar projects over the last five (5) years.

Consultant shall provide for it and each of its sub-consultants, if any, details of not less than three (3) similar projects and the details shall include the following:

- 1) Project name.
- 2) Project Owner and contact information.
- 3) Project description including total project cost and location.
- 4) Description of the consultant's role (Prime consultant or sub-consultant to Prime consultant's Name).
- 5) Description of professional design service provided.
- 6) Cost Control for professional design services: Describe the original and final contract amount and reasons for differences, if any.
- 7) Schedule Control for professional design services Contract: Original start date, actual start date, original end date, actual end date, description of reasons for differences. For dates, provide month and year.

- 8) Project Manager and other key personnel involved.
- 9) Sub-consultants on the proposed team that worked on the project, if any.

If consultant has a standard resume for projects, consultant may provide the standard resumes with supplemental project information on a separate sheet. Providing supplemental project information on a separate sheet will have no effect on the evaluation process.

The City will contact Project Owners to discuss the consultant's current and/or past performance. For Project Owner's contact information, provide Project Owner's name and address, the name of a contact with knowledge of consultant's performance, as well as contact's phone number and email address.

H. Project Team Experience and References

The consulting team is key to delivering a successful project.

For purposes of the proposal and the selection process, the following terms are used to identify consulting team members: Project Manager, Other Key Personnel, and Other Team Members. The Project Manager is responsible for Consultant's work and is the City's principal contact after the professional services contract is awarded, (2) Other Key Personnel are the keys to consultant successfully executing the work; and (3) Other Team Members who will play a significant role in successfully executing the work.

Consultant shall provide the following information regarding the consulting team and its team members:

- 1) Consultant shall provide an organization chart showing the proposed relationships and the various roles and/or disciplines required to deliver the work. Within the organization chart, consultant shall identify the project manager, other key personnel, and other team members. If a team member works for a sub-consultant, identify the sub-consultant. Consultant shall identify at least one person for each role and/or discipline.
- 2) Provide a list of office(s) in which the proposed team members will work. Provide its address, its general phone number, and the name of the principal(s) overseeing proposed staff at the office. Identify the proposed team members working at the office and their roles.
- 3) **Project Manager.** Provide the qualifications and experience of the Project Manager, his/her current commitments to other projects to confirm consultant's ability to commit resources to the work, and not less than three (3) references for the Project Manager.
- 4) **Other Key Personnel.** Provide the qualifications and experience of the Other Key Personnel; their current commitments to other projects to confirm consultant's ability to commit resources to the work; and not less than three (3) reference for each person who is identified as Other Key Personnel.

- 5) **Other Team Members.** Provide the qualifications and experience of the Other Team Members.

The City will contact project owners who have worked with the project manager and other key personnel to discuss their current and/or past performance. For each reference, list the proposed team member, project name, project owner, project owner's address, the name of contact with knowledge of performance, contact's phone number, and contact's email address. Provide references from different owners, if possible.

PART 2

I. Consultant Fee Schedule and Reimbursable Expenses

Provide one (1) copy in a sealed envelope, including the level of effort with reimbursable expenses and hourly rates schedule. The level of effort and reimbursable expenses shall be broken down with a summary table for the entire proposal and shall include an estimate of the number of hours by staff type to complete the work described in Attachment A, Draft Scope of Service, that is consistent with the schedule created as part of Section E in Part 1 Provide descriptions of assumptions made in developing the labor hours. The City and the selected consultant will endeavor to negotiate a consulting agreement which contains a not-to-exceed amount for professional services, reimbursable expenses, additional services, supplies, materials, and equipment.

To that end, consultant shall provide for it and its sub-consultants, if any, a consultant Fee Schedule, and list of other costs for other reimbursable items, such as supplies, materials, equipment, other services, and/or other expenses.

SECTION V. PROPOSAL SUBMITTAL REQUIREMENTS

Consultant shall submit its proposal in accordance with the following requirements:

- A. The City will only consider proposals received by City at or before the proposal submittal deadline of **Friday, September 9, 2022 at 2 pm**. The City may extend the proposal submittal deadline if the City receives an inadequate response submitted. Interested consultants will be notified via an addendum.
- B. Consultant shall submit proposals to the following address:

City of Foster City
Public Works Department
Attn: Francine Magno
Senior Civil Engineer
610 Foster City Blvd.

Foster City, CA 94404

- C. For mailed proposals, the City encourages each consultant to confirm that its proposal was received by the City at or before the proposal submittal deadline. Contact the Senior Civil Engineer, Ms. Francine Magno at fmagno@fostercity.org or (650) 286-3388 to confirm City's receipt of the proposal.
- D. For hand-delivered proposals, consultant shall deliver the proposal to the information desk in the building lobby. Consultant shall ensure the proposal is time and date stamped by the attendant prior to leaving the building.

SECTION VI. CONSULTANT SELECTION PROCESS

The City will review proposals and perform reference checks to evaluate consultants.

The City will conduct consultant interviews with the top scoring proposals. The City will notify consultants approximately three to four weeks after the proposal submittal deadline.

Principal criteria used to evaluate consultants will include the following:

- 1) Experience/Qualifications (30%): Firm's experience on similar projects in the last five years.
 - a. Consultant's and sub-consultant's, if any, experience successfully providing professional engineering services on similar projects in the last five (5) years.
- 2) Personnel Assigned (40%): Experience of key personnel assigned to the project, and experience of key team members who will be assigned to the project for its full duration.
 - a. Project Manager's experience successfully providing professional design, bidding, and construction support services and/or other related work on similar projects and their availability to perform work required by his/her role.
 - b. Other Key Personnel's experience successfully providing professional design, bidding, and construction support services and/or other related work on similar projects and their availability to perform the work required by his/her role.
 - c. Other Team Members' experience providing professional design, bidding, and construction support services and/or other related work on similar projects.
- 3) Quality and Completeness of Proposal (25%):
 - a. Clarity and relevance of information contained in the proposal.
 - b. Consultant's understanding of work.
 - c. Consultant's approach to the work.

4) References (5%)

The City may waive irregularities in any proposal, accept or reject all or any part of any proposal, or waive any requirements of the request for proposals, as may be deemed to be in the best interest of the City.

After final evaluation, the City will identify the highest ranked consultant, which appears to best meet the qualification criteria. The City will attempt to negotiate a contract with the selected consultant. If the highest ranked consultant and the City cannot reach agreement, the City will terminate negotiations and, at its option, negotiate with the next ranked consultant.

Consultants shall bear all costs and assume all liability associated with negotiating a consultant agreement. The City shall bear no costs and/or assume no liability for developing and/or submitting proposals.

SECTION VII. SCOPE OF SERVICES

A. Scope of Services:

A general draft scope of services is given in **Attachment A**. A detailed Scope of Services will be developed during negotiations. The scope of services presented herein is intended to cover the professional design, bidding, and construction support services necessary and/or other related work and shall be used as the basis of negotiations. In addition, consultant shall agree to perform the management and project controls specified in the Draft Scope of Services.

Consultant is encouraged to include in the proposal any additional tasks and/or deliverables beyond the Draft Scope of Services that the consultant may find necessary or beneficial in order to deliver a successful project.

The City reserves the right to enter into agreements for none, a portion, modified portions, or all of the work listed in this Request for Proposal. The City reserves the right to issue notice(s) to proceed for some or all the work up to 90 days after the City Council approves the agreement.

SECTION VIII. STANDARD PROFESSIONAL SERVICES AGREEMENT AND INSURANCE REQUIREMENTS

The standard professional services agreement is attached as **Attachment B**.

The insurance requirements are described in Section 12 Insurance of the City's Standard Professional Services Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. The selected consultant shall agree to provide the City with a copy of said policies, certificates, and/or endorsements.

**ATTACHMENT A
DRAFT SCOPE OF SERVICES**

**FOR PROFESSIONAL DESIGN, BIDDING, AND CONSTRUCTION
SUPPORT SERVICES
FOR
THE RECREATION CENTER REPLACEMENT PROJECT (CIP 301-678)**

GENERAL

The Foster City Recreation Center contains meeting and event space for use by the City and private rental by the general public and contains specialized spaces, kitchens, an art studio, fitness room, and staff offices. The building is a designated emergency shelter. The scope of services describes professional consultant services necessary for CIP 301-678. Consultant(s) shall be responsible for providing the design, documentation, and support necessary for the permitting, bidding, and construction of a new Recreation Center in roughly within the same building footprint as the existing 36,000 square foot building. The construction budget for the project including site improvements is approximately \$42M.

The project will be run through the Foster City Parks and Recreation Department with assistance from other City departments. The selected consultant shall provide leadership for the entire consultant team and is expected to work closely with City staff, Parks and Recreation Committee, Planning Commission, and the broader community to identify project needs and potential solutions. Consultant(s) shall attend coordination meetings and other special purpose meetings as delineated.

The City will be responsible for the entitlements and CEQA process, however the consultant shall include environmental services for CEQA/Cultural clearance as an alternative/add-on. The consultant(s) shall be responsible for providing all the drawings and text required to support any required CEQA documents, and to participate in all meetings associated with the planning process. Should the services of additional consultants, such as a traffic or historic resources specialist, be required for the environmental review process, those consultants could be hired directly by the City.

While Burks Toma Architects has already prepared conceptual design options for the Recreation Center, there will be a conceptual design refinement task, during which time the conceptual design options will be revisited or reconsidered based upon new input, current conditions, and budget constraints. Staff does not believe the preferred conceptual design plan, Concept 3, is feasible due to fiscal impacts associated with the project.

Consultant(s) shall be responsible for facilitating community outreach in coordination with the City. While significant outreach was conducted for the project in 2016-2017, the City intends to build upon what has already been done and provide additional public outreach

and opportunities for feedback through the design tasks. Most of these additional outreach efforts will take place during the conceptual design refinement and schematic design phases but follow up during later phases may also be required.

It is assumed at this time that a minimum of LEED Silver certification will be required for this project, and the consultant(s) will be responsible for submitting all necessary documentation to the USGBC, as well as for coordinating the construction phase submittals by the general contractor. During the design process, the City may choose to not pursue LEED Silver certification based on estimated construction costs.

Zero Net Energy performance will not be pursued for the new Recreation Center, however the consultant shall incorporate energy efficient upgrades/improvements where possible. Consultant may also be directed to incorporate energy generation (solar) and battery storage capacity.

The consultant team shall include all disciplines necessary to design a complete and usable facility. The following is a list of anticipated consultant services required. The consultant team shall provide as an alternative additional scope environmental services to assist the City with the CEQA process. Other additional optional consultants/services could include lighting designers, sustainability consultants, and other specialists at the discretion of each firm and/or the City if mutually agreed to by the City and consultant.

Consultant Team Services:

- Surveying
- Geotechnical Engineering
- Architecture
- Civil Engineering
- Landscape Architecture
- Structural Engineering
- Mechanical/Plumbing/Fire Protection Engineering
- Electrical Engineering (including Lighting Design)
- Code Required Signage Design
- Furniture Layouts (could consider Furniture selections and finishes)
- Acoustical Engineer: Room acoustics, sound isolation, and mechanical equipment noise/vibration
- Telecom/Data Designer
- Audio Visual Design: Built in audio-visual systems
- Electronic Security System design: Access control, CCTV cameras, intrusion detection
- Cost Consultant
- Emergency Generator design
- Photovoltaic System Design
- Graphic Design
- Interior Design
- Wayfinding Signage (non-code signage)

- Public Outreach
- Environmental/CEQA Consultant (Additive Alternate Item)

The design shall comply with all federal and local codes and requirements, including those for accessibility and energy compliance. All required code compliance documentation must be included in the construction document package.

Furniture procurement may be completed by utilizing existing contracts available to public agencies.

Except where otherwise specified in this Agreement, summaries of decisions, design direction, and establishment of project requirements may be communicated and documented through written meeting minutes and e-mails.

The scope of services is arranged into seven (7) tasks, which may change as a result of negotiations.

- 1) Project Management and Website Content Support
- 2) Conceptual Design Refinement and Schematic Design
- 3) Design Development Documents
- 4) Use Permit and Construction Documents
- 5) Furniture, Fixtures, & Equipment and Signage
- 6) Bidding and Construction Support
- 7) Record Documents

SCOPE OF WORK BY TASK

The anticipated scope of services is divided into seven (7) tasks. The City will authorize, in writing, consultant(s)' work on each task. The City may issue written authorization to proceed with a task prior to the completion of a preceding task.

Upon receipt of a written authorization to proceed, consultant(s) shall begin work on the designated task and diligently prosecute the work to completion.

Consultant and its sub-consultants, if any, shall separately track and report costs for each project and task.

The City may reject incomplete submittals or submittals which, in its sole judgement, were not subjected to an adequate quality control review.

A list of expected deliverables is included for each task. Consultant is encouraged to include in the proposal any additional deliverables beyond the Draft Scope of Services that the consultant may find necessary or beneficial in order to deliver a successful project.

I. TASK 1 – PROJECT MANAGEMENT AND WEBSITE CONTENT SUPPORT

A. Project Management and Controls

1. The consultant shall designate a Project Manager acceptable to the City. The Project Manager will be responsible for the work including developing the work plan; implementing the project management procedures and controls; and maintaining effective communications among the sub-consultants, City, and other involved agencies and organizations for the duration of the project.

If Consultant wishes to propose a substitute at any time during the duration of the project, the City shall approve consultant's Project Manager.

2. Within fifteen (15) calendar days after receipt of the Notice to Proceed, the consultant shall submit to the City a final work plan that shall include:
 - a) Description of the consultant's approach to performing the scope of services, including any constraints, specific strategies, or special considerations that apply. (This may be as outlined in the consultant's proposal).
 - b) The roles and responsibilities of the project team members including sub-consultants.
 - c) Procedures for maintaining quality control and, particularly, adherence to budget and schedule.
 - d) A schedule that details activities of each sub-consultant's service in an appropriate time frame consistent with the duration of this Agreement.
 - e) A control budget that is supported by monthly cost and resource forecasts for each task.

Consultant shall prepare a project work plan for each task. The project work plan shall be prepared in the degree and detail appropriate to each phase of the project and shall be updated as the project progresses. The project work plan shall be approved by the City project manager and shall provide the basis for determining timeliness and cost effectiveness of the consultant's execution of the Scope of Services.

3. To support each invoice, the consultant shall furnish a project update that shall include the following:
 - a) A narrative progress report of specific accomplishments during the reporting period, problems encountered, or anticipated accomplishments scheduled for the next reporting period, and results of quality control programs, technical evaluations, inspections, etc.
 - b) A cost report for each specific consultant's service that shows:
 - b.1. The current period and cumulative expenditures to date.

- b.2. The estimated cost to complete each task.
 - b.3. The estimated date to complete each task.
 - b.4. The approved budget.
 - b.5. A comparison of the estimated cost with the approved budget to show any variance.
- c) A schedule report that compares actual to planned performance in terms of time and percent complete for each designated service. The control report may include, when appropriate, special submittals based upon productivity analyses or detailed performance projections as requested by the City project manager.
4. Project control reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the City project manager. The invoice shall be accompanied by a cost breakdown by discipline, in approved format. Failure of the consultant to submit and update plans or furnish required reports as directed shall constitute cause for suspension of payment of invoices.
5. The consultant shall be available for consultation with the City project manager at all reasonable times and shall immediately advise the project manager of requests, technical decisions, or problems that may materially affect a project's scope, quality, schedule, or cost.
6. Other project management tasks include:
- Organize and document weekly team meetings.
 - Review work completed to date including goals, scoping, site assessment, conceptual design options, and energy efficiency goals.
 - Review the previous conceptual design plans reviewed and accepted - by the City Council/Planning Commission.
 - Complete a preliminary land use and building code review with the City to confirm requirements for entitlements, land use, site, utilities and building construction permits (including fire, life, and safety issues).
 - Prepare a community participation schedule for the City's review. Set the dates for the necessary rounds of community engagement during the design phases.
 - Project Directory

Deliverables:

- Kick-Off Meeting
- Project directory
- Agendas / Summaries for team meetings
- Work Plan for each task, including schedule showing all submittals.
- Monthly Invoice Submittals including project control reports and supporting document
- Community Participation Plan

- Staff reports and presentations for public meetings (Planning Commission, Parks and Recreation Committee and City Council)

B. Project Website

- Develop and maintain a dedicated project website to be the primary source of all Recreation Center Replacement Project information throughout the duration of the project.
- Consultant shall supply graphic materials representing building and site plans, material examples, project layout, information from the latest Council meetings, and project schedule and status updates.

Deliverables:

- Website, website domain, language, documents, graphics, and any other relevant information for posting on the City's Project Website throughout the project duration.

II. TASK 2 – CONCEPTUAL DESIGN REFINEMENT AND SCHEMATIC DESIGN

A. Conceptual Design Refinement

Conceptual design options for the Recreation Center have been developed, however the consultant(s) shall revisit, validate, or reconsider design options based upon new input, current conditions, and budget constraints. The City Council's preferred Conceptual Design Plan can be downloaded on the Recreation Center Replacement Project page or RFP page on the City's website. Staff does not believe the preferred conceptual design plan is feasible due to fiscal impact associated with the project. The expectation is that the consultant(s) would use Concept 3 as a base design, scaled down with add-on options to have the flexibility to include or remove add-on options based on the final bid price.

Conceptual Design Refinement tasks shall include:

1. Review work completed to date including plans, documents, goals, scoping, and site assessment.
2. Provide land surveying services, consisting of the following:
 - a) Obtain block maps for water systems, storm drains, sanitary sewer and streetlights.
 - b) Review existing infrastructure to be mapped onto topographic survey.
 - c) Site visits to verify field conditions.
 - d) Topographic Survey
 - e) Base sheet Production
 - f) Record Boundary
 - g) Underground service alert

3. Provide geotechnical services, consisting of evaluation of subsurface soil conditions in the vicinity of the proposed improvements and provide geotechnical recommendations relating to the foundation and earthwork components of the project. The initial services shall include:
 - a) County drilling notification form
 - b) Underground service alert
 - c) Subsurface exploration
 - d) Laboratory testing
 - e) Office Studies

The Engineer will review the field and laboratory data and perform engineering analyses to evaluate the planned recreation center improvements, from a geotechnical perspective, including building foundations, basement retaining walls, slabs-on-grade, pavements, tie earthwork, and surface drainage.

The Engineer will prepare a report that summarizes the investigation and conclusions and presents geotechnical recommendations for design of the proposed improvements. The Engineer will provide site class and spectral accelerations for seismic design based on the current California Building Code. To graphically illustrate the site conditions, several figures will be presented in the report, including a vicinity plan, site plan, local geologic map, boring logs, and laboratory test results.

4. Based on the previous preferred Conceptual Plan and current budget constraints, develop, and present a refined conceptual design package to City staff that includes:
 - a) Up to two (2) conceptual floor plan options.
 - b) Design values and sustainability goals with the City and community input.
 - c) Building massing studies for each floor plan option.
 - d) Preliminary cost models for each alternative.
 - e) Floor plan evaluation criteria with City and community input.
 - f) Floor plan and massing options with City and select preferred plan.
 - g) Exterior materials palette.
 - h) On-site parking requirement to reflect selected site option.
5. Refine selected conceptual design option and prepare final conceptual design exhibits:
 - Site plans, floor plans and elevations
 - Narrative specifications and system descriptions
 - 3D digital model of massing
 - Vignettes of exterior and/or interior
 - Preliminary cost model of initial options
 - Refined cost model for preferred option
 - Phasing plan showing the major project phases

- Estimated project schedule for future phases
6. Coordinate with the City staff to refine programming and prepare a document that presents the findings such that the participants in the process will be able to verify that the Design Team has the correct information from which the develop to most successful layout. The programming document will provide the basis for the interior design finishes, system, and hardware for the Construction Document phase of the work.
 7. Anticipate up to 3 coordination meetings with the City staff for design input.
 8. Anticipate up to 6 public meetings for presentation to City Council, Parks and Recreation Committee and/or Planning Commission.
 9. Possible refinement of drawings based on public meetings.
 10. Support the City's outreach process by supplying graphic materials representing building and site plans, material examples, and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
 11. Conceptual Design shall be approved by the City before proceeding to development of schematic design documents.
 12. The City would like the Consultant to incorporate an operation revenue analysis report based on the conceptual plan options in the proposal which shall be considered an optional service.
 13. Should the City choose to move forward with the Environmental Services as an additive alternative scope of work, Consultant to assist the City with State and City mandated environmental review (for example CEQA) process once an envelope of development is established.

Deliverables:

- Site Topographic Survey and Record Boundary
- Geotechnical Report
- Refined Programming Document
- Conceptual design package including:
 - Site options diagrams
 - Building massing study
 - Floor plan options
 - Site plans, floor plans and elevations
 - Narrative specifications and system descriptions
 - 3D digital model of massing
 - Vignettes of exterior and/or interior

- Updated estimate of on-site parking needs
- Preliminary cost models for each option
- Refined Conceptual Design Package
- Agendas / Summaries for team meetings.
- Participation and/or supporting documents for outreach processes, posting on the City's project website, and any special purpose meeting including, but not limited to, graphic materials, project layout, presentations, 3D renderings, models, and fly-throughs.
- (Optional Service) Prepare an updated operational revenue analysis report based on the concept design options.
- (Additive Alternate Scope Item) Environmental Review Documents as necessary which may include negative declaration documents or an initial study report. Staff does not expect the project will require a full Environmental Impact Report.

B. Develop Schematic Design

Upon approval of the preferred Conceptual Design option by the City Council, written Notice to Proceed by the City, and receipt of the City's comments on the Conceptual Design documents, the consultant shall advance the design of the Community Center during the schematic design phase.

Schematic Design tasks shall include:

1. Develop the schematic design package for Architectural, Landscape, Civil, Structural, Mechanical, Electrical, Plumbing, Kitchen, Audio Visual, and Security and Access Control for the Recreation Center building consisting of:
 - a) Civil Site Plan, including parking layout, preliminary grading, drainage, hydrology, utility routing
 - b) Landscape preliminary site plan showing hardscape and landscape areas
 - c) Floor and roof plans
 - d) Reflected ceiling plans
 - e) Exterior elevations
 - f) Building sections
 - g) Structural design sketches and narrative and preliminary sizes of key structural members
 - h) Preliminary lighting plan- building and site
 - i) Renderings (two interior and two exterior)
 - j) Outline specifications and/or narratives of each of the major building systems
 - k) Building program spreadsheet
 - l) LEED checklist (for reference)

2. Submit to the City the Schematic Design Package at the 100% schematic

design stage. Only outline specifications and/or narratives are required at the 100%.

3. Preliminary estimate of probable project costs, including construction costs, soft costs, miscellaneous costs, and other owner's costs, shall be prepared, and submitted.
4. Coordinate with utility companies to help develop Schematic Design plans.
5. Provide Life Cycle Cost Analysis for HVAC Building Systems and Building Envelope.
6. Develop a preliminary material template, building elevations, and site and building sections to illustrate the overall site character.
7. Support the City's outreach process by supplying graphic materials representing building and site plans, material examples, and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
8. Anticipate up to four (4) coordination meetings with the City.
9. Anticipate up to four (4) coordination meeting with the Building, Fire, and Police Departments to review the updated schematic code analysis.
10. Anticipate up to four (4) technical meeting with the Planning Department to review the schematic site and building plans.
11. Anticipate up to six (6) public meetings for schematic design review including City Council, Planning Commission, and Parks & Recreation Committee.

Deliverables:

- 100% Schematic Design Package submittal
- 100% Schematic design level estimate of probable costs for the entire project budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
- Preliminary material template.
- Possible refinement of drawings based on reviews from public meetings.
- Proposed plan and assumption of costs to meet the City's energy reducing.
- Life Cycle Cost Analysis
- An updated project schedule.
- Agendas / Summaries for team meetings.
- Participation and supporting documents for outreach processes, posting on the City's project website, and any special purpose meeting including, but not limited to, graphic materials, project layout, presentations, 3D renderings, models, and fly-throughs.

III. TASK 3 – DESIGN DEVELOPMENT DOCUMENTS

Upon receipt of written Notice to Proceed by the City and City's comments on the Schematic Design package, the consultant shall develop the Design Development Documents that will include plans, elevations, building sections, renderings, and other documents that will describe the character and scale of the project components.

Design Development tasks shall include:

1. Update and refine design, budget, sustainable design strategies.
2. Conduct technical meetings with City representatives as needed to focus on specific aspects of the project, such as confirmation of the code compliance strategy.
3. Prepare design development level building systems design and coordination for landscape and civil disciplines, structural, mechanical, plumbing, and electrical disciplines, fire alarm/fire protection and telecommunications/data disciplines.
4. Update the estimate of probable construction cost to reflect the decisions made in this phase.
5. Submit draft specifications.
6. Submit to the City at the 100% design development stage the 100% Design Development Drawings.
7. An updated estimate of probable project costs shall be prepared and submitted with the 100% design development submittal . Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
8. Work with City and utility companies to produce Design Development drawings and plans.
9. Perform cost effectiveness adjustments to design as required by the City.
10. Anticipate up to four (4) coordination meetings with the City.
11. Anticipate up to four (4) coordination meeting with the Building, Fire, and Police Departments to review the updated schematic code analysis.

12. Anticipate up to four (4) technical meeting with the Planning Department to review the schematic site and building plans.
13. Anticipate up to six (6) public meetings for schematic design review including City Council, Planning Commission, and Parks & Recreation Committee.

Deliverables:

- 100% Design Development Drawings and Draft Specifications submittals including plans, interior elevations, building drawings, and computer imaging further clarifying the size, range of amenities, functional arrangements such as parking, access, circulation, general building arrangements, and sections for Architectural, Landscape, Civil, Structural, Mechanical, Electrical, Plumbing, Fire Alarm/Fire Protection, Telecommunications/Data)
- 100% Design Development level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
- A value engineering report identifying line-item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Necessary approvals from regulatory agencies for entitlements and permits.
- An updated project schedule.
- Agendas / Summaries for team meetings.
- Participation and supporting documents for outreach processes, posting on the City's project website, and any special purpose meeting including, but not limited to, graphic materials, project layout, presentations, 3D renderings, models, and fly-throughs.

IV. TASK 4 – USE PERMIT AND CONSTRUCTION DOCUMENTS

A. Use Permit Submittal

Consultant shall prepare and submit Use Permit documents to the City for review and coordination. Consultants shall make the appropriate revisions and provide written responses to the review comments and resubmit to the City for verification of comprehensive and accurate responses.

Following is a submittal checklist indicating the kinds of drawings to be submitted for review. All drawings shall have the same compass orientation.

Interdepartmental Evaluation Committee (IDEC) — (10) Ten copies of the following items shall be submitted electronically:

- A. Site Plan including:
 1. Lot size
 2. North arrow

3. Graphic scale
 4. Significant dimensions (setbacks, lot lines, etc.)
 5. Property lines of subject and adjacent properties and identification of surrounding uses
 6. Easements (public and private)
 7. Utility companies' equipment, with dimensions (PG&E, AT&T, CATV)
 8. Internal circulation — streets, sidewalks, driveways, and parking and loading areas (public and private)
 9. Lagoon or bay/slough waterlines (MHHW and MLLW) on adjacent property
 10. Building outlines, stating number of stories, of project buildings and those on adjacent property.
 11. Fences, walls, and windbreaks, indicating heights
 12. Decks, patios, planter boxes, docks, stairs, ramps, pools and tubs, and equipment enclosures
 13. Landscape plan
 14. All other structures exceeding six feet in height (patio covers, carports, trellises, arbors, gazebos, storage sheds, cabanas, flagpoles, etc.)
 15. Site data table including the percentage and square footage of landscape coverage, paving coverage, building coverage, etc. (see sample Table 1)
 16. Vicinity map
 17. Recreation areas and equipment
 18. Pedestrian and vehicular circulation patterns (on and off-site)
- B. Engineering site grading plans, including proposed finished grades, all public improvements, and site drainage.
- C. Floor plans (1/8" or 1/4" scale) — Proposed
Complete floor plans showing door and window openings, room designations and dimensions, utility equipment locations and trash enclosures, specifying materials and colors.
- D. Elevations (1/8" or 1/4" scale) - Proposed
Full building elevations of all building sides with details of all wall penetrations such as windows, doors, vents, etc.; exposed equipment such as air conditioners, meters, piping, etc.; all decorative elements such as trim, equipment screens, molding, appliqués, etc.; and all appurtenant and accessory structures on the site plans specifying all building materials and colors.
- E. An illustration of the basic "concept" of the site.
This can be accomplished by submitting a concept diagram (8 1/2" x 11"), "bubble" diagram, or other graphic representation that shows key design elements and their relationships with one another. For example, circulation, key nodes, open areas, screened areas, areas with views, windy areas, accent points, entrances, etc., can all be shown on a concept diagram. This diagram should also contain a short paragraph explaining the basic design

concept, how the concept relates to the site, and how the concept relates to the context of Foster City.

Planning Commission Study Session and/or Public Hearing - (8) Eight copies of the following items should be submitted at least four weeks prior to the public meeting:

- A. Anticipate (1) one public meeting
- B. Site plans, as above, with any revisions; a reduced reproducible print or an electronic file in pdf format (8 1/2" x 11" in size) of the site plan shall also be submitted
- C. Floor plans, as above, with any revisions
- D. Floor area tabulations, specified by uses
- E. Elevations, as above, with any revisions
- F. Engineering plans, as above, with any revisions
- G. Typical building sections
- H. Colored perspective rendering at an angle from lagoon view
- I. Roof plan, showing all vents, equipment, skylights, etc.
- J. Colors and Materials: A list of colors and materials with product names and descriptions is required with samples mounted on a board if possible. Performance specifications may be required. Color and materials samples boards will remain the property of the City.
- K. Table of land and building area (see sample below): Schedule of lot sizes, building sizes and mix, lot coverage and project density, area of lands held in common and area of open space

	Square Feet	Percent
Building Area		
Parking/Hardscape Area		
Landscape Area		
Total Lot Area		

B. Construction Documents

Upon receipt of written Notice to Proceed by the City, approval of the Use Permit documents, and City’s comments on the Design Development package, the consultant shall develop the Construction Documents for the building systems and design concepts that will include construction details and calculations. All building systems, including structural, mechanical, electrical, plumbing, lighting design, telecom and security, interior design concepts, and finished will be documented and refined.

Construction Documents tasks shall include:

- Update and refine design, budget, sustainable design strategies, and schedule information that reflects the most current project information.
- Meet with the City and Stakeholders to review and evaluate options for finishes and other interior design elements.
- Perform Title 24 Calculations for applicable interior areas and prepare Compliance Documents.
- Develop code required signage in conjunction with the design concepts for non-wayfinding community center signage and branding as outlined in Task 5 - FURNITURE, FIXTURES AND EQUIPMENT AND SIGNAGE TASK. The Construction Documents shall comply with applicable laws and regulations including, but not limited to, ADA requirements, Building Code requirements, City codes and standards, applicable Federal rules and regulations, and occupation safety and health regulations enforced at the time the Construction Documents are issued.
- Specific submittals to the City shall be made at the 50%, 75% and final design stages.
- Detailed estimated construction cost estimates shall be prepared and submitted with each submittal (50%, 75% and final). Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Consultant shall submit 75% documents to the City and other agencies for the specific purpose of obtaining the building permit and coordination review. Consultants shall make the appropriate revisions and provide written responses to the review comments and resubmit to the City and other agencies for verification of comprehensive and accurate responses. Project documents shall clearly identify document requirements for review and approval by the Fire Marshal and Building Official.
- Assist the City in the selection of Special Inspectors required by the project.
- Assist the City in coordination with any utility companies.

Deliverables:

In addition to the materials, drawings, and documents described above, provide the following:

- Use Permit submittal.
- A final technical memo clearly presenting a life-cycle cost analysis of anticipated building systems and materials.
- 50%, 75% Construction Document Submittals and detailed estimated probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs with each submittal (50%, 75% and final).
- Response to comments following each submittal
- Prepare Final (100%) plans and specifications suitable for the purpose of bidding and construction.
- An updated project schedule.

- A final value engineering report identifying line-item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Specific criteria that the City has for completion specific portions of the work include the following:

CIVIL PLANS

- A. Existing topographic drawings shall be included and may not be combined with the demolition plan, provided that information is clear and not obscured. Both contours and spot elevations shall be used to delineate the topography. Existing utilities, including size and material to the extent that the information has been made available shall be shown on the plans. Benchmarks and horizontal control monuments shall be clearly shown and identified.
- B. Demolition Plan – Show all existing buildings on the property clearly indicating which structures will be demolished and location of all building and site utilities (gas, electrical, sewer, water, stormwater). Provide the existing building size (square footage) and year built, type of construction, and if sprinklered. Identify all existing trees and irrigation proposed to be removed and which will remain. Include the hauling plan and hauling, as applicable. Provide a copy of the erosion and sediment control plan and dust control plan. Provide a waste management plan.
- C. Site Plan – Location all new work by dimensions from prominent existing features or survey base lines. Use same scale and orientation as the existing topography plan. Locate Contractor’s storage area on this or an equivalent plan.
- D. Grading Plan – Show finished contours at intervals not greater than one foot and have them clearly distinguishable from existing contours. Clearly show where all surface water will drain. Use spot elevations to clarify grading requirements, drainage flow patterns, curb elevations, gutter elevations, pavement corner elevations, ground and pavement surface elevations at building corners, top of catch basins, etc. Show finished floor elevations and pad elevations. Use same scale and orientation as the existing topography plan.
- E. Utility Plan – Locate by dimensions all new water, fire protection, sanitary sewer and storm drain lines and appurtenances. Indicate sizes of pipes, top and invert elevations of manholes and catch basins and points of connection.
- F. Details – City standard details shall be used where applicable. Other details shall be added as necessary to clearly show the work to be performed.

ARCHITECTURAL PLANS

Architectural plans shall include pertinent City ordinance details and the following plans:

- A. Cover Sheet/Title Plan – including project info, vicinity, and location maps, drawing index
- B. Plans for Code Compliance – accessibility plan, exiting plan, fire control room, pertinent City ordinance details
- C. Floor Plan (1/8" scale minimum)
- D. Exterior Elevations
- E. Building Sections
- F. Roof Plan and Roof Details
- G. Reflected Ceiling Plans
- H. Typical Wall Sections
- I. Room Finish Schedule
- J. Door, Hardware, and Window Schedules
- K. Door and Window Details
- L. Large Scale Plans (1/4" scale minimum for toilet rooms, control rooms and other special activity rooms)
- M. Interior Elevations
- N. Acoustical Treatments, if any
- O. Signage details required for code compliance
- P. Fire Control Room

STRUCTURAL PLANS

Structural plans shall include all special inspection, requirements and necessary structural elements that require approvals (epoxy, grout, etc.) and the following plans:

- A. Foundation Plans
- B. Framing Plans
- C. Details and Sections
- D. Schedules

MECHANICAL AND PLUMBING PLANS

Mechanical and Plumbing plans shall be prepared for a complete and functional mechanical system and include the following plans:

- A. Site Plan - Required for all outside mechanical systems and shall show all new systems and structures served, if applicable.
- B. Piping and Duct Work Plans - Heating, ventilating and air conditioning system work shall not be shown on the same drawing with the plumbing system work. Piping and ductwork plans shall be coordinated with the architectural, civil, structural, mechanical, and electrical plans to avoid conflicts. Adequate space shall be provided to meet manufacturer's required maintenance clearances and access needs. Clearly define where

all work begins and ends. Design cfm's shall be shown at the supply and return registers and at the units.

- C. Fire Sprinkler System – Plans and specifications for a complete fire sprinkler and standpipe system including fire pump, auxiliary water supply, controls, water flow (vane type), valve supervisory (tamper) switches to result in fully operational system, to be in compliance with the current issue of the California Fire Code (CFC) and Title 19 of the California Code of Regulations.
- D. Elevations and/or Sections - Mechanical elevations and/or sections shall be shown where necessary. Sufficient elevations and sections shall be provided to facilitate accurate take-offs.
- E. Details - Plans shall include such details as necessary to enable the contractor to properly fabricate, assemble and/or install equipment or systems as shown. Details shall be to a scale large enough to be clear as to intent. Congested areas and racked piping shall be dimensioned to provide adequate clearance for clamps, hanger, insulation, flanges, valves, fittings, etc.
- F. Piping Diagrams - Incorporate isometric and/or schematic diagrams showing the piping configurations as required to clarify the fluid flow paths.
- G. Control Diagrams - Control diagrams shall be included as required to clarify function of various control systems involved in mechanical installations. Controls for mechanical equipment shall be coordinated with the electrical design so that all equipment supplied by electrical work and mechanical work is clearly defined.
- H. Sequence of Operation - Step-by-step sequences of operation shall be included in the specifications (and whenever practical, in the drawings) for each control system where similar vendors or manufactures may have differing levels of use.
- I. Equipment Schedule - Mechanical and plumbing plans shall include equipment schedules indicating capacity and description of each item of equipment. Provide voltage, phase, horsepower, or amperage of all equipment requiring electrical power.
- J. Seismic Anchorage - Plans shall include sufficient details for the attachment and anchorage of all mechanical equipment, piping systems, hangers, supports, sway braces, etc. to be in compliance with the current issues of the California Building Code (CBC) and California Mechanical Code (CMC).

ELECTRICAL PLANS

Electrical plans shall provide adequate information so that the electrical installation is complete and there is a clear indication as to where the work begins and ends. Tables shall identify circuits, protective devices, ratings, loads, phasing, controls, instrumentation, and other pertinent information concerning the installation. Plans shall include:

- A. Plot Plan - Required for overhead and underground power, street lighting, telephone conduit, fire alarm and distribution systems.
- B. Wiring Design - Service shall include power, fire alarm source available and any other special connections to outside systems, show locations of entering conduits and service racks. Service disconnect shall be rated to suit the conditions of the case. Metering shall be required unless directed otherwise. Panel boards shall include breakers for feeders and branches of suitable rating. Conditions shall be analyzed to ensure that the wiring method used is acceptable and economical for the intended use of the facilities. Select branch wiring voltage and system to produce a satisfactory power and lighting installation. Show conductors by size, number, voltage, and type of insulation.
- C. Riser Diagram - A riser diagram with notations shall indicate the use, rating and location of panel and equipment.
- D. Single-Line Diagram - Provide single-line diagram to simplify understanding of power and lighting systems. Use single lines and symbols to indicate the course and component devices or parts of the electrical circuits.
- E. Lighting Plan - Lighting fixtures shall be clearly indicated with dimensioned sketched and description, including the method of hanging. Lumination plan for exterior lighting shall be provided to the City for review and approval.
- F. Seismic Anchorage - Plans shall include sufficient details for the attachment and anchorage of all electrical equipment and fixtures to be in compliance with the current issues of California Building Code (CBC) and California Electrical Code (CEC).
- G. Fire Alarm System - Plans and specifications shall include controls, stations, speakers, heat detectors, smoke detectors, flow switches, door releases, and any other devices that are electrically a part of the system, to be in compliance with the current issues of the California Fire Code (CFC) and California Electrical Code (CEC)

CATHODIC PROTECTION

Cathodic protection shall be provided for all facilities subject to corrosion.

V. TASK 5 – FURNITURE, FIXTURES & EQUIPMENT (FF&E) AND SIGNAGE

Concurrent with Tasks 1-7, the consultant will develop the furniture and signage procurement packages.

A. Furniture:

1. Consultant shall work with the project team to set the furniture budget, and work with the City/Parks and Recreation Committee to develop furniture concepts and select furniture and finishes that enhance the architectural design concepts and meet the program goals. The furniture package will be developed to facilitate procurement of the FFE through established pre-negotiated contracts available to the City.
2. Based on direction given by the City, the consultants shall provide the following procurement services for furniture:
 - a) The consultant shall prepare furniture plans and specifications to identify selected furniture, finishes and quantities.
 - b) The consultant shall assist the City in preparing purchase details. The City will be responsible for preparing and processing purchase orders.

B. Signage:

1. Consultant shall work with the project team to develop design concepts for community center signage and branding. Signage will include graphic “wayfinding” signage that enhances usability and customer experience, as well as building, room, donor, and code-required signage.
2. The consultant shall prepare signage concepts for review with the City and integrate that code-required signage into the Construction Documents.
3. Based on direction given by the City, the consultants shall provide the following procurement services for signage:
 - a) The consultant shall prepare Design Intent documents consisting of illustrative diagrams, worksheets and/or specifications
 - i. The consultant will assist the City in preparing purchasing details. The City will be responsible for preparing and processing purchase orders.
 - ii. The consultant shall review shop drawings and material samples.

C. The consultant shall provide the following installation services for furniture and signage.

1. The consultant will attend one (1) signage pre-installation walk through with the signage contractor.
2. The consultant will provide up to two (2) consecutive days to observe furniture installation.
3. The consultant shall prepare a punch list of outstanding furniture or signage installation issues.

D. Anticipate up to three (3) coordination meetings with the City.

E. Anticipate up to two (2) meetings for review by the Parks & Recreation Committee.

Deliverables:

- FF&E Options and Procurement Package
- Signage Options and Procurement/bid package
- Installation Review

VI. TASK 6 – BIDDING AND CONSTRUCTION SUPPORT

BIDDING

- Consultant shall assist with the evaluation and response to contractor questions.
- Attend a pre-bid conference and give a brief presentation of the project.
- Prepare addenda as required to clarify the bid documents.
- Consultant shall provide an analysis of bids received compared to the consultant's final estimated construction cost.

CONSTRUCTION SUPPORT

- Attend one pre-construction meeting. Provide documents, graphic, etc. for City and Construction Manager as necessary for the meeting.
- Attend weekly construction meetings (anticipate 100 meetings, which is based on an estimated two (2) year construction period). Meeting minutes will be prepared by the City's construction manager.
- Conduct an observation of construction work at appropriate intervals. Prepare a written documents describing the general nature of work observes and identify any areas observed that are not in general conformance with the construction contract documents.
- Review and recommend appropriate professional action on submittals that are required by the construction contract documents. Submittals may take the form of tests, reports, certificate of guarantee, shop drawings, samples, data sheets, or other physical or written items. Consultant shall review and mark up each submittal with appropriate comments, professional stamp, sign and date each submittal with appropriate action as defined in the construction contract documents and return each submittal to the City within the time period specified. Consultant shall review operations manual submittals for

appropriateness to the equipment being specified. Anticipate approximately 60 submittals/resubmittals.

- Provide consultation to the City to clarify the intent and interpretation of the construction contract documents as necessary, prepare supplementary information and/or sketches to clarify or supplement the construction contract documents.
- Respond in writing, including necessary design clarifications, to Requests for Information (RFI's) after such requests have been reviewed by the construction manager for appropriateness. Anticipated reasonable number of RFI's for a project of this type and size is approximately 105.
- Review and make recommendations regarding "or equal" substitutions and well-documented value engineering alternatives.
- Review requests for change orders as to content and appropriateness of the work proposed.
- Be present during the initial start-up of systems.
- At a point where the contractor and the City deem the project, or major portions of the project, to be substantially complete, the consultant shall conduct a thorough walk through and identify any visible elements of the work that the consultant judges not to be complete or acceptable. These findings shall be documented in the written form of a "punchlist".
- When the items on the "punchlist" have been resolved, the consultant shall conduct a final walk through to verify resolution and issue a Notice of Completion to the City.

Deliverables:

- Addenda, as required.
- Analysis of bids.
- Supporting documents as needed for the pre-construction meeting.
- Documents describing observation of work at appropriate intervals
- Submittal, RFI, and Change Order responses, including any plan revisions as necessary

VII. TASK 7 – RECORD DOCUMENTS

- Consultant shall assemble and provide to the City a comprehensive set of the most current documents, including the documents supplied by the contractor.
- A complete set of the construction contract documents incorporating all changes made by the consultant shall be provided to the City in electronic format. The plans shall be in AutoCAD 2020 and a complete set of reproducible specifications shall be in Microsoft Word.
- Record drawings based upon changes during construction shall be provided in .pdf format.

Deliverables:

- Comprehensive set of all project documents, including documents supplied by

- the contractor.
- Conformed set of construction contract documents.
 - Record Drawings

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL DESIGN, BIDDING AND CONSTRUCTION SUPPORT
SERVICES
FOR
THE RECREATION CENTER REPLACEMENT PROJECT (CIP 301-678)

This Agreement is made and entered into as of the _____ day of _____, 20____
by and between the City of Foster City hereinafter called "CITY" and
_____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, CITY desires to engage CONSULTANT to provide professional services in the CITY;

WHEREAS, CONSULTANT is qualified to provide such services to the CITY and;

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

TERMS AND CONDITIONS

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, CITY may with or without cause, direct CONSULTANT to suspend, delay or interrupt Services, in whole or in part, for such periods of time as CITY may determine in its sole discretion. (c)

CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should CONSULTANT commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of CITY's written notice to CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to CITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever CITY determines that such termination is in CITY's best interests, in which case CONSULTANT shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONSULTANT shall continue its work throughout the course of any dispute, and CONSULTANT's failure to continue work during a dispute shall be a material breach of this Agreement.

- 3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum _____ (\$ _____). Invoices for amounts in excess of _____ (\$ _____) shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of CITY including, without limitation, CONSULTANT's transmittal of all deliverables to CITY required by EXHIBIT A.

CITY shall not incur any charges under this Agreement, nor shall any

payments become due to CONSULTANT for any payment period on the Project, until CITY receives all deliverables required under Exhibit A, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where CONSULTANT has partially completed one or more deliverables due during a payment period, and if CONSULTANT demonstrates diligent progress thereon, then CITY may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon CITY. CITY shall not be liable for, and CONSULTANT shall not be entitled to, any payment for Services performed before this Agreement's execution.

4. **Employee Wages; Records; Apprentices:** Consultant shall pay prevailing wages to its employees on any agreement in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. Consultant shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Consultant and all subconsultants shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. Consultant shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Consultant shall pay federal Davis Bacon wages and comply with applicable federal requirements.

5. **Additional Services.** In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

6. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
7. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
8. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

CONSULTANT represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A and within the times specified for each individual Project.

CONSULTANT represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by CITY, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of CITY or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONSULTANT for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

9. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.

10. Relationship of Parties. CONSULTANT is an independent Contractor and does not act as City's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that CITY provides to CITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONSULTANT's provision of Services, not the means, methods, or scheduling of the CONSULTANT's work. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. CONSULTANT shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as CITY's responsibility.

11. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

12. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Sections 2782 and 2782.8 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

13. Insurance. Prior to execution of this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONSULTANT shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT C. In the event CONSULTANT fails to maintain any required insurance, and notwithstanding Paragraph 3 above, CITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CONSULTANT under this Agreement (or CONSULTANT shall promptly reimburse CITY for such expense).

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

14. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
15. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during

employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

- 16. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: _____

CONSULTANT: _____
(Fill in CONSULTANT Name, Address, Phone Number, Project Manager and Email Address for CONSULTANT)

- 17. Non-Assignment. This Agreement is not assignable either in whole or in part.
- 18. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
- 19. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 20. Governing Law. This Agreement shall be deemed to have been executed in the County of San Mateo, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of San Mateo, California unless the parties agree otherwise in a written amendment to this Agreement.
- 21. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal

action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

22. Conflict of Interest. CONSULTANT represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, CONSULTANT represents to and agrees with CITY that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing CITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONSULTANT may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

23. Liability of CITY. Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, CITY's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 4 of this Agreement,

Notwithstanding any other provision of this Agreement, in no event shall CITY be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

CITY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by CITY. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and shall exonerate, indemnify, defend and save harmless CITY from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, CITY employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which CITY or CONSULTANT may

have under this Agreement or any applicable law. All rights and remedies of CITY or CONSULTANT, whether under this Agreement or other applicable law, shall be cumulative.

24. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

25. Force Majeure. Except for defaults of subconsultants at any tier, CONSULTANT shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONSULTANT, including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events").

[For consideration if applicable:] Any Force Majeure event with a duration in excess of [TBD by Owner—recommend not less than 30] days entitles either party to terminate this Agreement with written notice to the other party, without further penalty or compensation.

26. Entire Agreement. This Agreement, including Exhibits A, B, C, and D comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

_____, City Manager
(for contracts less than \$50,000)
[REMOVE signature line if \$50,000 or more]

Dated: _____

Richa Awasthi, Mayor
(for contracts \$50,000 or more)
[REMOVE signature line if less than \$50,000]

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Benjamin Stock, City Attorney

CONSULTANT

Dated: _____

Type Name & Title of CONSULTANT
Authorized to Sign

EXHIBIT A

SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS AND SCHEDULE, AND DELIVERABLES FOR

THE RECREATION CENTER REPLACEMENT PROJECT (CIP 301-678)

[EITHER COMPLETE EXHIBIT A OR ATTACH A PROPOSAL/SCOPE OF WORK THAT CONTAINS ALL THE INFORMATION BELOW AND DELETE THE TEXT BELOW]

SERVICES TO BE PROVIDED

This is an Exhibit attached to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between [Consultant Name](#), hereinafter referred to as "**CONSULTANT**" and the City of Foster City, hereinafter referred to as "**CITY**" providing for professional services.

1. **Description of the Project:**

1.1 DESCRIPTION: [Description of Project](#)

2. **Basic Services:**

The DISTRICT has developed a general scope of work as described below.

2.1 Task 1 – [Description of Task 1](#)

2.2 Task 2 – [Description of Task 2](#)

2.3 Task 3 – [Description of Task 3](#)

PAYMENTS

1. The maximum payment to CONSULTANT under this Agreement for the Project shall be: [Maximum Payment Amount](#)

2. METHODS OF PAYMENT FOR CONSULTANT'S SERVICES AND EXPENSES: [List Methods of Payment](#)

3. TIMES OF PAYMENTS. [List Times of Payments](#)

PROJECTS AND SCHEDULE

[List Project Schedule](#)

DELIVERABLES

CONSULTANT's deliverables under the Agreement are enunciated throughout the Professional Services Agreement and include but are not limited to the following:

1. **PROJECT DELIVERABLES**

1.1 **DELIVERABLES:** [List of Deliverables](#)

1.2 **OTHER:**

2. **CONSULTANT SERVICES.** The deliverables considered part of CONSULTANT's professional services are defined as, but are not limited to, the following deliverables:

2.1 **SERVICES:** [List of Services](#)

END OF EXHIBIT A

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

[Specify Consultant's hourly rates for which services hereunder shall be performed]

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in herein on the attached form. No substitute form will be accepted.

This is an Exhibit to, and made a part of and incorporated by reference to the Agreement dated Date of Agreement, by and between Consultant Name, hereinafter referred to as "**Consultant**", and the City of Foster City, hereinafter referred to as "**City**", providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect City and its Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

1.1 Insurance Requirements

Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

*Please note, the City will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "City of Foster City, its Council members, officials, agents, officers, and employees".

[FOR THE FOLLOWING INSURANCE REQUIREMENTS, PLEASE CONSIDER IF EACH IS APPROPRIATE FOR THE SERVICE TO BE PROVIDED AND FOR THE CONSULTANT. UNCHECK THE CHECKBOX FOR ANY INSURANCE REQUIREMENT THAT IS NOT APPLICABLE. PLEASE CONTACT THE CITY MANAGER'S OFFICE WITH ANY QUESTIONS.]

Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **City as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, the City, its Council members, officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10

01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

3. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that

claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

ATTACHED

1. Insurance Coverage Form

EXHIBIT C

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **City of Foster City/Estero Municipal Improvement District (CITY)**
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required		
	Insurer	Policy No.
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)		
<input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)		
	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____

EXHIBIT D
COVID-19 AMENDMENT/ATTACHMENT
(Consulting Agreement Form)

This COVID-19 Amendment/Attachment amends the Agreement between _____
("City") and _____ ("Consultant") dated _____.

1. Definitions

A. The 2019 novel coronavirus and the disease it causes are collectively referred to herein as "**COVID-19**".

B. A "**COVID-19 Condition**" is something attributable to COVID-19 not caused by the Consultant (which for purposes herein includes all subconsultants) and beyond its reasonable control including but not limited to COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by the Consultant and which are beyond its reasonable control.

C. A "**COVID-19 Proclamation**" includes but is not limited to orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, the CDC or OSHA or Cal/OSHA, including without limitation the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards. Consultant acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase the Consultant's cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, the Consultant shall follow the most applicable, restrictive and newest COVID-19 Proclamations.

D. An "**Unknown COVID-19 Condition**" is a COVID-19 Condition the Consultant did not know about, and reasonably should not have known about, as of the date the Consultant submitted its proposal. The requirements contained in COVID-19 Proclamations issued before submission of a proposal are not Unknown COVID-19 Conditions, and the Consultant will be deemed to have knowledge of those requirements.

E. An "**Unknown COVID-19 Cost**" is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable and unavoidable under the circumstances; (iii) is not the result of the Consultant's failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subconsultants failure to comply with a COVID-19 Proclamation in connection with the performance of the Services.

2. COVID-19 Conditions and Proposal. Consultant is expected to know and is deemed to have known about COVID-19 Conditions when it submits its proposal, and COVID-19 Conditions must be accounted for in the Consultant's price and schedule. In order to be entitled to any relief from a COVID-19 Condition, the Consultant must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition.

3. Compliance with COVID-19 Proclamations.

A. Consultant shall comply with COVID-19 Proclamations in the performance of the Services, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Services. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.

B. Consultant is responsible to ensure that its subconsultants and suppliers comply with COVID-19 Proclamations at all times in connection with the performance of their Services.

4. Delay. The Consultant is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.

5. City Directed Suspension. The City may suspend Services due to COVID-19 health concerns, even though the Consultant may be allowed to proceed with the Services based on COVID-19 Proclamations. The City may suspend the Services for its convenience. The Consultant is entitled to a time extension for a City Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Consultant incurs increased costs that are Unknown COVID-19 Costs.

6. Compensation for COVID-19 Costs. City will reimburse the Consultant for Unknown COVID-19 Costs that are not included in the schedule of values.

7. Safe Work Practices. Consultant shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subconsultants, or others (“worker(s)”) at all locations where Services are performed for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating deliveries in line with the employer’s minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels at all exterior locations. Consultant remains fully responsible for following and complying with changes to recommended safe work practices from time to time.

8. Monitoring and Reporting. City may require the Consultant to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Consultant shall immediately report to City any outbreaks of COVID-19 among its workers. The Consultant shall not knowingly allow any worker who has tested positive with COVID-19 to enter a City building. In the event of an outbreak or an exposure to COVID-19, the City may impose appropriate mitigation strategies which may be in consultation with the public health officer.

9. Conflicts. In the event of an inconsistency between this COVID-19 Amendment and the Agreement, this Addendum shall control.

[Signatures on Next Page]

IN WITNESS WHEREOF, the City and Consultant have executed this Covid-19 Amendment as of the date set forth above.

CONSULTANT:

CITY:

Signature

Signature

Print Name & Title

Print Name & Title