

PROFESSIONAL SERVICES AGREEMENT
FOR
RECREATION CENTER REPLACEMENT PROJECT (CIP 301-678)

This Agreement is made and entered into as of the 21st day of November, 2022 by and between the City of Foster City hereinafter called "CITY" and Group 4 Architecture, Research + Planning, Inc. 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 five million four hundred eighty-three thousand and nine hundred fifty seven dollars (\$5,483,957.00). Invoices for amounts in excess of five million four hundred eighty-three thousand and nine hundred fifty seven dollars (\$5,483,957.00) 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 and C, SCOPE OF SERVICES and SCHEDULE OF SERVICES respectively, 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. 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.
5. 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.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. 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 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 B 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 that degree of skill and care ordinarily used 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.

In providing services under this Agreement, Consultant shall perform, consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of Consultants profession, practicing in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require Consultant to meet any higher standard of care, and this paragraph shall control over any such contrary provision.

8. 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.
9. 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.

10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit C; 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.

11. 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 Section 2782 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.

12. 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 D, 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 D. 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.

Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the City.

13. 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.
14. 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.

15. 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: Derek Schweigart

CONSULTANT: Group 4 Architecture, Research + Planning,
Inc.
211 Linden Ave, So. San Francisco CA 94080
(650) 871-0709
Dawn Merkes
dmerkes@g4arch.com

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. 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.
19. 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. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. 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.

21. 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.

22. Liability of CITY. Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit D, 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.

23. 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.

24. 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").

Any Force Majeure event with a duration in excess of 30 days entitles either party to terminate this Agreement with written notice to the other party, without further penalty or compensation.

25. Entire Agreement. This Agreement, including Exhibits A, B, C, D and E 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: _____

Richa Awasthi, Mayor

ATTEST:

Dated: _____

Recreation Center Replacement Project (301-678)
(Updated 1/18/2022)

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Benjamin Stock, City Attorney

CONSULTANT

Dated: _____

Dawn Merkes, Project Manager

EXHIBIT A

SCOPE OF SERVICES

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

I. GENERAL

The Project

The Project consists of professional architectural and engineering services for design, bidding, and construction support services for the Recreation Center Replacement Project (CIP 301-678) located at 650 Shell Boulevard. The project includes a new approximately 36,000 square ft. recreation center building that will be in approximately the same location as the existing center, improvements to the adjacent parking lots, and park improvements as associated with the project. The site area that is associated with the project is approximately 6 acres, see Exhibit A-1 for graphic limit of work boundary.

The existing 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 existing building is a designated emergency shelter and essential facility. The scope of services is for professional Consultant services necessary for CIP 301-678. The Consultant shall be responsible for providing the design, documentation, and support necessary for the permitting, bidding, and construction of a new Recreation Center and associated site. The new building will be designed for LEED Silver certification and as an essential facility. 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 Consultant shall provide leadership for the entire consultant team and will work closely with City staff, Parks and Recreation Committee, Planning Commission, and the broader community to identify project needs and potential solutions. The Consultant shall attend coordination meetings and other special purpose meetings as delineated.

Project Background and Description

Burks Toma Architects previously prepared conceptual design options for the Recreation Center, during the conceptual design refinement task the Consultant shall revisit and reconsider the previous conceptual design options based upon new input, current conditions, and budget constraints.

The Consultant shall be responsible for facilitating community outreach in coordination with the City and will build off of the significant outreach that was conducted for the project in 2016-2017, and provide additional public outreach and opportunities for feedback through the design tasks. Community outreach will take place during the conceptual design refinement and schematic design phases.

LEED Silver certification is required for this project, and the Consultant is 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.

The City and Consultant mutually acknowledge that a Project goal is to achieve LEED Silver certification. The City acknowledges that the attempt to achieve LEED Silver certification may require the use of new, untested, and/or higher cost materials, systems, and/or construction practices. The Consultant shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The City understands that achieving LEED Silver certification will require input and effort from the City, as well as from other consultants, contractors, and other parties associated with the Project that are not parties to this Agreement and that achieving LEED Silver certification include efforts and circumstances beyond Consultant's control. The Consultant makes no warranty or assurance that LEED Silver Certification will be achieved, and the City releases the Consultant from any claims or liabilities arising out of or relating to any failure of the Project to achieve LEED Silver that are beyond the Consultant's control.

The Recreation Center is to be designed as an emergency shelter and will be classified as an essential facility and constructed in conformance with the California Health and Safety Code sections 16000 through 16022 and the California Building Standards.

Zero Net Energy performance may be pursued for the new Recreation Center, the Consultant shall incorporate energy efficient upgrades/improvements in the Project where possible. Consultant may also be directed to incorporate energy generation (solar) and battery storage capacity as Optional Additional Services.

The consultant team includes the following disciplines necessary to design a complete and usable facility. The following is a list of consultant services included in the scope. Other additional optional consultant services may be added if mutually agreed to by the City and Consultant.

Consultant Team Basic and Supplemental Services:

- Architecture
- Civil Engineering
- Landscape Architecture
- Structural Engineering

Recreation Center Replacement Project (301-678)
(Updated 1/18/2022)

- Mechanical/Plumbing/Fire Protection Engineering
- Electrical Engineering (including Lighting Design)
- Code Required Signage Design
- 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
- Graphic Design
- Interior Design
- Public Outreach
- Environmental/CEQA Consultant (Supplemental Service)
- Furniture, Fixtures and Equipment (Supplemental Service)
- Geotechnical Engineering (Supplemental Service)
- Hazardous Material Survey (Supplemental Service)
- Site Surveying (Supplemental Service)
- Wayfinding Signage (non-code signage) (Supplemental Service)
- Geotechnical Construction Observation and Testing Services (Supplemental Service)

Consultant Team Optional Services

- Distributed Antennae System- DAS (Optional Service)
- Master Planning Services for ~1,000 LF Boardwalk (Optional Service)
- Photovoltaic System Design (Optional Service)

Project Requirements

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 (Supplemental Service) may be completed by utilizing existing contracts available to public agencies.

During each phase of the project, direction will be given to the Consultant in Project Management Team (PMT) meetings. Attending these meetings will be the Consultant, City representatives, the City's Project Manager, and others as determined by the City. Agreements and action items will be documented in meeting minutes.

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 City shall provide the following for the Project as needed:

- A City representative who can render decisions on behalf of the Project in a timely manner.
- Scheduling and invitations for public meetings.
- Information about:
 - Title Report
 - City Standards
 - City Requirements
- Services of other specialized consultants if needed for the Project.
- Any other information not included in Consultant's Basic Services or Supplemental Services that is reasonably needed for the Project.
- The Bid Documents and the General Conditions for the Project.

The scope of services is arranged into six (6) tasks.

- Task 1A: Project Initiation, Website Design and Content, Conceptual Design Refinement
- Task 1B: Schematic Design
- Task 2: Design Development Documents
- Task 3: Use Permit and Construction Documents
- Task 4: Furniture, Fixtures, & Equipment and Signage
- Task 5: Bidding and Construction Support
- Task 6: Record Documents

The Consultant's assumption is that the project will be constructed through a conventional public design-bid-build delivery method. Basic and Supplemental Services assume the construction work will be developed as a single bid package to be constructed in a single phase.

Construction Costs:

Evaluations of the City's Project budget, preliminary estimates of probable construction cost and detailed estimates of Construction Cost prepared by Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor the City has control over the cost of labor materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from City's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Consultant

II. SCOPE OF WORK BY TASK

The anticipated scope of services is divided into six (6) Basic and Supplemental Services tasks. The City will authorize, in writing, Consultant to start 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 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.

BASIC AND SUPPLEMENTAL SERVICES TASKS

1. TASK 1A: PROJECT INITIATION, WEBSITE CONTENT SUPPORT, AND CONCEPTUAL DESIGN REFINEMENT

A. Project Initiation

- 1) 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.
 - 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.

The 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.

- 2) Other project initiation tasks that the Consultant shall provide include:
 - a) Reviewing work completed to date including goals, scoping, site assessment, conceptual design options, and energy efficiency goals.

- b) Reviewing the previous conceptual design plans reviewed and accepted by the City Council/Planning Commission.
- c) Completing 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).
- d) Preparing a community participation schedule for the City's review. Set the dates for the necessary rounds of community engagement during the design phases.
- e) Preparing a project directory.

B. Project Website

- 1) The Consultant shall 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.
- 2) The 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.

C. Conceptual Design Refinement

The Consultant shall develop conceptual design options for the Recreation Center starting with revisiting, validating, and reconsidering design options from the previous work and refining them based on new input, current conditions, and budget constraints. Staff's preferred option from the previous work is Concept 3, which will need to be scaled down to be within the current budget and the Consultant shall consider additive or deductive alternates to provide the flexibility to the City when they award the contract.

Conceptual Design Refinement tasks to be completed by the Consultant shall include:

- 1) Reviewing work completed to date including plans, documents, goals, scoping, and site assessment.
- 2) 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.
- 3) Refining selected conceptual design option and prepare final conceptual design exhibits:
 - a) Site plans, floor plans and elevations

- b) Narrative specifications and system descriptions
 - c) 3D digital model of massing
 - d) Vignettes of exterior and/or interior
 - e) Preliminary cost model of initial options
 - f) Refined cost model for preferred option
 - g) Phasing plan showing the major project phases
 - h) Estimated project schedule for future phases
- 4) Coordinating with the City staff to refine the building program and prepare a program summary document that summarizes the sizes and functions of each of the rooms. The programming document will provide the basis for the interior design finishes, system, and hardware for the Construction Document phase of the work.
 - 5) The Consultant shall prepare for and facilitate the following meetings during this phase of the project:
 - a) Consultant shall lead up to six technical meetings (6) with the City's Parks and Recreation Department, Community Development (Building + Planning), Police, Fire, and Public Works department staff.
 - b) The Consultant shall conduct one (one) integrated design Workshop (IDW).
 - c) The Consultant shall conduct one round of Community Outreach to collect input on the Conceptual Design options. The outreach shall include:
 - Community Open House/Meeting (1)
 - Intercept Kiosks (2)
 - On-line Survey (1)
 - d) The Consultant shall lead and facilitate up to three (3) Recreation Center Task Force meetings.
 - e) The Consultant shall lead and facilitate up to two (2) joint Parks and recreation Committee and Planning Commission joint workshops.
 - f) The Consultant shall attend and present to the City Council at one (1) meeting.
 - 6) Based on input received and direction from the PMT the Consultant shall refine the conceptual design drawings.
 - 7) Conceptual Design shall be approved by the City before proceeding to development of schematic design documents.

D. Site Survey (Supplemental Service)

The Consultant shall provide land surveying services, consisting of the following:

- 1) Obtain block maps for water systems, storm drains, sanitary sewer and streetlights.
- 2) Review existing infrastructure to be mapped onto topographic survey.
- 3) Site visits to verify field conditions.
- 4) Topographic Survey
- 5) Base sheet Production
- 6) Record Boundary
- 7) Underground service alert

E. Geotechnical Report (Supplemental Service)

The Consultant shall 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:

- 1) County drilling notification form
- 2) Underground service alert
- 3) Subsurface exploration
- 4) Laboratory testing
- 5) Office Studies

The Consultant shall 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 Consultant shall 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.

F. Hazardous Material Survey and Testing (Supplemental Services)

The Consultant shall perform the following:

- 1) Asbestos Testing
 - a) Identify, document, and assess suspect asbestos-containing materials (ACM).
 - b) Collect representative samples
 - c) Submit necessary samples to a certified laboratory for analysis.
 - d) Assess the friability and abatement classification of identified ACM.
- 2) Lead Survey
 - a) Test coatings (paint) on representative surfaces to screen for the presence of lead-based paint on major building components. Testing will be performed using a calibrated an X-ray fluorescence analyzer (XRF).
 - b) If indicated, collect representative (confirmational) paint chip samples to assess lead levels on surfaces that yield low reading by XRF. Submit paint chip samples to a certified laboratory for analysis. Only representative paint chip samples will be collected. Contractors may need to obtain additional paint chips depending on their individual scope of work.
- 3) PCB Building Assessment
 - a) Conduct a PCB Building assessment in accordance with the protocol mandated by the Bay Area Stormwater Management Agencies

Association (BASMAA). As of July 1, 2019, the BASMAA protocol requires pre-demolition PCB surveys of structures built between 1950 and 1980 (excluding wood framed structures & single-family residences).

- b) Collect representative samples of “Top Prioritized Materials” as follows:
 - Caulking (windows, doors, expansion joints)
 - Thermal Insulation (heating & cooling systems, walls, and crawl spaces)
 - Mastic (below carpet and resilient flooring, roofing material)
- c) Submit necessary samples to a certified laboratory for PCB analysis.
- d) Prepare and deliver a final written report presenting an evaluation and assessment of the data for the ACM, Lead Paint and PCB.

G. Environmental Review Documents (Supplemental Service)

The Consultant shall assist the City with State and City mandated environmental review (for example CEQA clearance) process once an envelope of development is established. The Consultant shall be responsible for providing all the drawings and text required to support the IS/MND documents, and to participate in meetings associated with the planning process. The Consultant shall:

- 1) Complete a Historic Resource Evaluation through the California Department of Parks and recreation 523 Forms.
- 2) Conduct Technical evaluations for:
 - a) Air quality, energy, greenhouse gas emissions, noise, and transportation
- 3) Prepare three (3) drafts of the Initial Study
 - a) Administrative Draft
 - b) Screencheck Draft
 - c) Public Review Draft

H. Meetings:

- 1) Project Kick-off meeting
- 2) Consultant shall lead bi-monthly Project Management Meetings.
- 3) Consultant shall lead up to six technical meetings (6) with the City’s Parks and Recreation Department, Community Development (Building + Planning), Police, Fire, and Public Works department staff.
- 4) The Consultant shall conduct one (one) integrated design Workshop (IDW).
- 5) The Consultant shall conduct one round of Community Outreach to collect input on the Conceptual Design options. The outreach shall include:
 - a) Community Open House/Meeting (1)
 - b) Intercept Kiosks (2)
 - c) On-line Survey (1)
- 6) The Consultant shall lead and facilitate up to three (3) Recreation Center Task Force meetings.
- 7) The Consultant shall lead and facilitate up to two (2) joint Parks and recreation Committee and Planning Commission joint workshops.
- 8) The Consultant shall attend and present to the City Council at one (1) meeting.

- 9) The Consultant shall produce necessary agenda's, exhibits, materials, presentations, and meeting summaries for these discussions for posting on the Project website and supporting the City's project updates.

I. Deliverables:

- 1) Project Directory, Workplan and Participation Plan, Project Schedule
- 2) Website, website domain, language, documents, graphics, and any other relevant information for posting on the City's Project Website throughout the project duration.
- 3) Site Topographic Survey and Record Boundary (Supplemental Service)
- 4) Geotechnical Report (Supplemental Service)
- 5) Refined Programming Document
- 6) Conceptual design package including:
 - a) Site options diagrams
 - b) Building massing study
 - c) Floor plan options
 - d) Site plans, floor plans and elevations
 - e) Narrative specifications and system descriptions
 - f) 3D digital model of massing
 - g) Vignettes of exterior and/or interior
 - h) Updated estimate of on-site parking needs
 - i) Preliminary cost models for each option
 - j) Refined Conceptual Design Package
 - k) Agendas / Summaries for team meetings.
 - l) 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.
 - m) Environmental Review Documents: initial study and mitigated negative declaration documents
 - n) Hazardous Material Testing and Analysis Report

2. Task 1B: 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.

A. Schematic Design tasks shall include:

- 1) The Consultant shall 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) The Consultant shall prepare for and facilitate the following meetings during this task:
 - a) Consultant shall lead up to six technical meetings (6) with the City's Parks and Recreation Department, Community Development (Building + Planning), Police, Fire, and Public Works department staff.
 - b) The Consultant shall conduct one (one) integrated design Workshop (IDW).
 - c) The Consultant shall conduct one round of Community Outreach to collect input on the Conceptual Design options. The outreach shall include:
 - Community Open House/Meeting (1)
 - Intercept Kiosks (2)
 - On-line Survey (1)
 - d) The Consultant shall lead and facilitate up to three (3) Recreation Center Task Force meetings.
 - e) The Consultant shall lead and facilitate up to two (2) joint Parks and recreation Committee and Planning Commission joint workshops.
 - f) The Consultant shall attend and present to the City Council at one (1) meeting.
 - 3) The Consultant shall 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%.
 - 4) The Consultant shall prepare a preliminary estimate of probable project costs, including construction costs, soft costs, miscellaneous costs, and other owner's costs, shall be prepared, and submitted.
 - 5) The Consultant shall coordinate with utility companies to help develop Schematic Design plans.
 - 6) The Consultant shall provide Life Cycle Cost Analysis for HVAC Building Systems and Building Envelope.
 - 7) The Consultant shall develop a preliminary material template, building elevations, and site and building sections to illustrate the overall site character.

B. Meetings and Outreach:

- 1) Consultant shall lead bi-monthly Project Management Meetings.
- 2) Consultant shall lead up to six technical meetings (6) with the City's Parks and Recreation Department, Community Development (Building + Planning), Police, Fire, and Public Works department staff.
- 3) The Consultant shall conduct one (one) integrated design Workshop (IDW).
- 4) The Consultant shall conduct one round of Community Outreach to collect input on the Conceptual Design options. The outreach shall include:
 - a) Community Open House/Meeting (1)
 - b) Intercept Kiosks (2)
 - c) On-line Survey (1)
- 5) The Consultant shall lead and facilitate up to three (3) Recreation Center Task Force meetings.
- 6) The Consultant shall lead and facilitate up to two (1) joint Parks and recreation Committee and Planning Commission joint workshop.
- 7) The Consultant shall attend and present to the City Council at one (1) meeting.
- 8) The Consultant shall produce necessary agenda's, exhibits, materials, presentations, and meeting summaries for these discussions for posting on the Project website and supporting the City's project updates.

C. Deliverables:

- 1) 100% Schematic Design Package submittal
- 2) 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.
- 3) Preliminary material template.
- 4) Possible refinement of drawings based on reviews from public meetings.
- 5) Life Cycle Cost Analysis
- 6) CEQA Review Documents
- 7) An updated project schedule.
- 8) Agendas / Summaries for team meetings.
- 9) 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.

3. TASK 2 – 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.

A. Design Development tasks shall include:

Recreation Center Replacement Project (301-678)
(Updated 1/18/2022)

- 1) The Consultant shall update and refine design, budget, sustainable design strategies.
- 2) The Consultant shall 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.
- 3) The Consultant shall update the estimate of probable construction cost to reflect the decisions made in this phase.
- 4) The Consultant shall submit draft specifications.
- 5) The Consultant shall submit to the City at the 100% design development stage the 100% Design Development Drawings.
- 6) The Consultant shall prepare 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.
- 7) The Consultant shall work with City and utility companies to produce and coordinate the Design Development drawings and plans.
- 8) Perform cost effectiveness adjustments to design to align with City's established project budget.
- 9) The Consultant shall prepare for and facilitate the following meetings:
 - a) Consultant shall lead up to six technical meetings (6) with the City's Parks and Recreation Department, Community Development (Building + Planning), Police, Fire, and Public Works department staff.
 - b) The Consultant shall conduct one (1) integrated design Workshop (IDW).

B. Meetings and Outreach:

- 1) Consultant shall lead monthly Project Management Meetings.
- 2) Consultant shall lead up to six technical meetings (6) with the City's Parks and Recreation Department, Community Development (Building + Planning), Police, Fire, and Public Works department staff.
- 3) The Consultant shall conduct one (1) integrated design Workshop (IDW).
- 4) The Consultant shall produce necessary agenda's, exhibits, materials, presentations, and meeting summaries for these discussions for posting on the Project website and supporting the City's project Anticipate up to four (4) technical/coordination meetings with the City.

C. Deliverables:

- 1) 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)

- 2) 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.
- 3) 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.
- 4) Necessary approvals from regulatory agencies for entitlements and permits.
- 5) An updated project schedule.
- 6) Agendas / Summaries for team meetings.
- 7) 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.

4. TASK 3 – USE PERMIT AND CONSTRUCTION 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.

A. Use Permit Submittal

The Consultant shall prepare and submit Use Permit documents to the City for review and coordination. Consultant 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.

The Consultant shall submit for review the following drawings, with the same compass orientation:

- 1) Interdepartmental Evaluation Committee (IDEC) — The following items shall be submitted in electronic format:
 - a) Site Plan including:
 - Lot size
 - North arrow
 - Graphic scale
 - Significant dimensions (setbacks, lot lines, etc.)
 - Property lines of subject and adjacent properties and identification of surrounding uses
 - Easements (public and private)
 - Utility companies' equipment, with dimensions (PG&E, AT&T, CATV)
 - Internal circulation — streets, sidewalks, driveways, and parking and loading areas (public and private)
 - Lagoon or bay/slough waterlines (MHHW and MLLW) on adjacent property
 - Building outlines, stating number of stories, of project buildings and those

on adjacent property.

- Fences, walls, and windbreaks, indicating heights
 - Decks, patios, planter boxes, docks, stairs, ramps, pools and tubs, and equipment enclosures
 - Landscape plan
 - All other structures exceeding six feet in height (patio covers, carports, trellises, arbors, gazebos, storage sheds, cabanas, flagpoles, etc.)
 - Site data table including the percentage and square footage of landscape coverage, paving coverage, building coverage, etc. (see sample Table 1)
 - Vicinity map
 - Recreation areas and equipment
 - 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.

B. Planning Commission Study Session and/or Public Hearing

The Consultant shall prepare and submit (8) eight copies of the following items should be submitted at least four weeks prior to the public meeting:

- 1) 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
- 2) Floor plans, as above, with any revisions
- 3) Floor area tabulations, specified by uses
- 4) Elevations, as above, with any revisions
- 5) Engineering plans, as above, with any revisions
- 6) Typical building sections

- 7) Colored perspective rendering at an angle from lagoon view
- 8) Roof plan, showing all vents, equipment, skylights, etc.
- 9) 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.
- 10) 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		

C. 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.

- 1) The Consultant shall develop the Construction Documents and perform the following tasks:
 - a) Meet with the City and Stakeholders to review and evaluate options for finishes and other interior design elements
 - b) Perform Title 24 Calculations for applicable interior areas and prepare Compliance Documents.
 - c) Develop code required signage in conjunction with the design concepts for non-wayfinding community center signage and branding as outlined in Task 4 - FURNITURE, FIXTURES AND EQUIPMENT AND SIGNAGE TASK.
 - d) 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.
 - e) Specific submittals to the City shall be made at the 50%, 75% and final design stages.
 - f) 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.

- g) Consultant shall submit 75% documents to the City and other agencies for the specific purpose of obtaining the building permit and coordination review. Consultant 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.
- h) Assist the City in the selection of Special Inspectors required by the project.
- i) Assist the City in coordination with any utility companies.
- j) The Consultant shall prepare and facilitate the following meetings:
 - Recreation Department, Community Development (Building + Planning), Police, Fire, and Public Works department staff.
 - The Consultant shall conduct two (2) integrated design Workshop (IDW).
 - The Consultant shall attend one (1) Planning Commission/Public Hearing Meeting.

2) CIVIL

The Consultant shall prepare the Civil Construction Documents and shall include the following information:

- 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. (Separate Permit) Fire Service Underground Plans shall be provided by the Contractor.
- 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.

3) ARCHITECTURAL

The Consultant shall prepare the Architectural Construction Documents and 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

4) STRUCTURAL

The Consultant shall prepare the structural plans and 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

5) MECHANICAL AND PLUMBING

The Consultant shall prepare Mechanical and Plumbing plans that shall include 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 shall establish and define design criteria for Design-Build (separate permit) 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 follow 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).

6) ELECTRICAL

The Consultant shall prepare electrical plans that shall include:

- a) Electrical plans shall provide adequate information so that the electrical
- b) 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:
 - c) Plot Plan - Required for overhead and underground power, street lighting, telephone conduit, fire alarm and distribution systems.
 - d) 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.
 - e) Riser Diagram - A riser diagram with notations shall indicate the use, rating and location of panel and equipment.
 - f) 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.
 - g) 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.
 - h) 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).
 - i) Fire Alarm System – Plans and specifications shall establish and define design criteria for Design-Build (separate permit) Fire Alarm system 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)

7) CATHODIC PROTECTION

Plans and Drawings shall incorporate Public Works Department Cathodic Protection Plan requirements for all facilities subject to corrosion.

8) **HAZARDOUS MATERIAL (Supplemental Service)**

Hazardous Material abatement specifications shall be prepared:

- a) Project Specifications and Construction Documents
- b) Develop and prepare written project documents that forth the guidelines for removal, handling, and treatment of regulated materials.
- c) Documents will outline the performance parameters for remediation work including contamination control, health and safety, contractor qualifications, regulatory compliance, clearance, and release criteria.
- d) The following documents will be prepared:
 - Asbestos abatement specification
 - Lead-based paint specification
 - Polychlorinated biphenyl (PCB) Containing

D. Meetings and Outreach:

- 1) Consultant shall lead monthly Project Management Meetings.
- 2) Consultant shall lead up to ten (10) technical meetings with the City's Parks and Recreation Department, Community Development (Building + Planning), Police, Fire, and Public Works department staff.
- 3) The Consultant shall conduct two (2) integrated design Workshop (IDW).
- 4) The Consultant shall attend one (1) Planning Commission/Public Hearing Meeting.
- 5) The Consultant shall produce necessary agenda's, exhibits, materials, presentations, and meeting summaries for these discussions for posting on the Project website and supporting the City's project Anticipate up to four (4) technical/coordination meetings with the City.

E. Deliverables:

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

- 1) Use Permit submittal.
- 2) A final technical memo clearly presenting a life-cycle cost analysis of anticipated building systems and materials.
- 3) Construction Document Submittals at the 50%, 75% and final design stages.
- 4) 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).
- 5) Response to comments following each submittal
- 6) Prepare Final (100%) plans and specifications suitable for the purpose of bidding and construction.
- 7) An updated project schedule.
- 8) 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.

- 9) Specific criteria that the City has for completion specific portions of the work include the following:

5. TASK 4 – FURNITURE, FIXTURES & EQUIPMENT (FF&E) AND WAYFINDING SIGNAGE (SUPPLEMENTAL SERVICE)

Concurrent with Tasks 1-6, 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 Consultant 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. Wayfinding Signage (Supplemental Service):

- 1) Consultant shall work with the project team to develop design concepts for recreation center signage and branding. Signage will include graphic “wayfinding” signage that enhances usability and customer experience and integrates with 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 Consultant shall prepare Design Intent documents consisting of illustrative diagrams, worksheets and/or specifications that will be incorporated into the Construction Documents.

C. Meetings and Installations:

- 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.
- 4) The Consultant shall anticipate up to three (3) coordination meetings with the City.
- 5) The Consultant shall anticipate up to two (2) meetings for review by the Parks & Recreation Committee.

D. Deliverables:

- 1) FF&E Options and Procurement Package
- 2) Signage Options and Procurement/bid package
- 3) Installation Review

6. TASK 5 – BIDDING AND CONSTRUCTION SUPPORT

A. BIDDING

The Consultant shall:

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

B. CONSTRUCTION SUPPORT

The Consultant shall:

- 1) Attend one pre-construction meeting. Provide documents, graphic, etc. for City and Construction Manager as necessary for the meeting.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) Review and make recommendations regarding "or equal" substitutions and well-documented value engineering alternatives.

- 8) Review requests for change orders as to content and appropriateness of the work proposed.
- 9) Be present during the initial start-up of systems.
- 10) 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".
- 11) 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.

C. Geotechnical Construction Observation and Testing Services (Supplemental Service)

The Consultant shall provide geotechnical construction observation services during earthwork and foundation construction that shall include the following:

- 1) Observation and tests during earthwork and foundation construction, which is expected to include: deep foundation indication program and lateral load test, deep foundation installation and construction, foundation excavation for miscellaneous site features, building pad preparation, basement retaining wall drainage and backfilling, shoring installation for basement construction, flatwork subgrade and aggregate base rock preparation, utility trench backfilling and compaction.
- 2) Daily field reports documenting the results of each site visit.
- 3) Provide engineering during construction and is expected to include: occasional supplemental engineering and consultation with the contractor and the project design team; attendance of onsite meetings by the project engineer occasionally, response to contractor submittals and RFIs requiring geotechnical input.
- 4) Provide intermittent engineering review and technical support to field technicians, and document quality control.

D. Deliverables:

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

7. TASK 6 – RECORD DOCUMENTS

The Consultant shall provide Record Documents and project closeout services, which includes reviewing the Contractor's final punch list, noting additional required corrections, non-conforming work, and work remaining to be completed and reviewing Close-out documents and submittals.

A. Project Close-Out:

- 1) The Consultant shall review the Contractor's letter of Substantial Completion and Punchlist, and if in agreement that Contractor is ready for Punchlist, provide one (1) site visit for Punchlist review and up to two (2) site visits for back check (these would be separate from previously listed site visits for construction) to review for compliance and general conformance with the design intent of the Contract Documents. The Consultant shall review for general conformance Close-Out documents, including but not limited to submittals, "As Built" drawings, O&M Manuals, written guarantees, instruction books, diagrams and charts, etc., within eighteen (18) calendar days of receipt.

B. Record Documents:

- 1) The Consultant shall prepare Record Documents by modifying the conformed Contract Documents with all changes and clarifications recommended by the Consultant and accepted by the City during construction. Such changes may be the result of information that was approved in RFIs, Change Orders, or field memoranda written by the Consultant. These will be delivered as PDF files for the City's use. The Consultant is not required to record as-built conditions which are the responsibility of the Contractor and is not required to produce CAD drawings for the marked-up Contractor As-Built drawings.

C. Meetings:

The Consultant shall:

- 1) One (1) site visit for Punchlist
- 2) Up to two (2) site visits for back check

D. Deliverables:

- 1) Punchlist and Backcheck
- 2) Record Documents in .pdf format

III. PROJECT MANAGEMENT AND CONTROLS

In performing the Scope of Basic and Supplemental Services, the Consultant shall, at a minimum, execute the management and project controls described below:

A. Management:

- 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) 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:
 - The current period and cumulative expenditures to date.
 - The estimated cost to complete each task.
 - The estimated date to complete each task.
 - The approved budget.
 - 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.
- 3) 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.
 - 4) 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.
 - 5) Other project management tasks include:
 - a) Organize and document weekly team meetings.
 - b) Review work completed to date including goals, scoping, site assessment, conceptual design options, and energy efficiency goals.
 - c) Updating project schedule and other project documents on a monthly

B. Deliverables:

- 1) Agendas / Summaries for team meetings
- 2) Project schedule and other project control documents
- 3) Monthly Invoice Submittals including project control reports and supporting document
- 4) Staff reports and presentations for public meetings (Planning Commission, Parks and Recreation Committee and City Council)

IV. DEFERRED SUBMITTALS + DELEGATED DESIGN ITEMS (SEPARATE PERMIT)

The Contract Documents, in accordance with Public Contract Code, endeavor to list multiple equivalent alternates for a given required product or provide a basis of design with alternative manufacturers. Several products or systems anticipated to be used in the project will require proprietary engineering due to nuances in their engineering specifications. The Consultant shall provide Basic Services, unless otherwise noted

below, to define criteria for the following items that require proprietary engineering during construction by the Contractor based on the specific products that the Contractor proposes to use. During Construction, the Contractor will be providing the proprietary engineering for these items and submitting them to the Building Department or Authority Having Jurisdiction (AHJ).

A. Separate Permits:

- 1) Fire Sprinkler System
- 2) Fire Alarm System & Fire Monitoring System and Panel
- 3) Fire Service Underground Plans
- 4) Kitchen Exhaust Hood and Fire Suppression System
- 5) Elevators, Elevator Machinery & Connections to Structure
- 6) Distributed Antennae System (DAS)- (Optional Service)
- 7) Photovoltaic Panel System (Optional Service)

B. Deferred Delegated Design:

- 1) Cold Formed Metal Framing
- 2) Aluminum Framed Storefront and Curtain wall, Sunshades
- 3) Exterior Wall Cladding
- 4) Exterior Soffits
- 5) Ceiling equipment weighing more than 20lbs or more
- 6) Guardrails, Handrails & Connection to structure
- 7) Glass Railings & Canopies
- 8) Kitchen Hood Support
- 9) Fall Arrest System
- 10) Telecommunications: support and seismic restraint of communication cabinets, frames, equipment anchorage, wall mounted racks and enclosures, cable runway and cable tray
- 11) HVAC Equipment Support, duct support and attachment to structure
- 12) Elec. Equipment anchorage to structure
- 13) Fault Current Calculation

V. OPTIONAL SERVICES

The following services are not included in the Consultant's Scope of Basic and Supplemental Services and shall be provided if requested by the City. The Consultant shall be compensated for Optional Services in addition to compensation for Basic and Supplemental Services, and Reimbursable Expenses.

A. Distributed Antennae System (DAS) Design

The Consultant shall provide plans and specifications that establish and define design criteria for Design-Build (Separate Permit) of a Distributed Antennae System (DAS) that shall include:

- 5) The design for a turnkey Emergency Responder Radio System (ERRS) to provide coverage for emergency responder 2-way radio signals within the entire building, compliant with all adopted codes including, but not be limited to CBC/IBC-916, IFC-510 and NFPA-72. Note, this system may also be referenced as Emergency / First Responder DAS or Public Safety DAS.

B. Master Planning Services for Waterfront

In addition to the design services for the Recreation Center, the Consultant shall also provide master planning for the Park's adjacent 1000 linear feet of waterfront as shown on Exhibit A1. The master planning for the waterfront will occur concurrent with Recreation Center Conceptual Design Refinement Task 1A and the Schematic Design Task 1B. The Consultant shall provide the following services:

- 1) Conceptual Design: the purpose of this task is to develop an overall design concept for the waterfront and to document in written and graphic form the layout and character of the project. The Consultant shall:
 - a) Develop up to two alternative approaches will be developed for the City's review and direction.
 - b) Develop overall illustrative plan.
 - c) Develop site sections (up to two).
 - d) Provide reference images.
 - e) Develop concept narrative.
 - f) Incorporate the Waterfront design into the Community engagement.
- 2) Schematic Design: Based on the approved the Consultant shall prepare schematic design drawings to further define the overall character and treatment of landscape architectural design the purpose of this task is to develop the preferred conceptual design into a schematic design package. The Consultant shall provide the following:
 - a) Preparation of conceptual grading indicating the grading design through use of contours and/or spot elevations.
 - b) Coordination with the Client's civil engineer to maintain the aesthetic and surface function on the engineered grading and water quality plans.
 - c) Finish grading and surface drainage of pedestrian pavements and planting areas addressing:
 - d) Drainage.
 - e) Aesthetics.
 - f) Accessibility.
 - g) Stormwater management and water quality
 - h) Pedestrian, micromobility and decorative vehicular pavements.
 - i) Landscape concept diagram.
 - j) Illustrative schematic landscape plan.
 - k) Conceptual grading plan.
 - l) Lighting concept diagram.
 - m) Preliminary plant list, materials and precedents.
 - n) Illustrative site sections (up to three).
 - o) Preliminary water demand estimate.

C. Photovoltaic System Design

The Consultant shall provide plans and specifications which shall establish and define the design intent and criteria for Design-Build (separate permit) of a photovoltaic system:

- 1) Providing the following PV design drawings:
 - a) Rooftop Solar Panel layout & criteria assuming low-profile standing seam mounting system racking on metal roofs and/or pre-engineered tilt-rack solution on non-metal roofs.
 - b) Panel stringing diagram.
 - c) Wiring Schedule & Voltage drop calculations.
 - d) Single line interconnection information.
 - e) System sizing information and minimum production requirements.
 - f) Site plans

VI. ADDITIONAL SERVICES

The following services are not included in the Consultant's Scope of Basic and Supplemental Services and shall be provided if requested by the City. The Consultant shall be compensated for Additional Services in addition to compensation for Basic, Supplemental Services and Reimbursable Expenses.

- 1) Any other service not included in Basic Services or Supplemental Services.
- 2) Detailed analysis or engineering analysis of existing facilities
- 3) Services of Subconsultants to the Consultant other than those included in Basic Services or, Supplemental Services.
- 4) Providing services to verify the accuracy of drawings or other information furnished by the City.
- 5) Providing financial feasibility or other special studies.
- 6) Providing cost estimates beyond what is included in Basic and Supplemental Services.
- 7) Preparation of communication, marketing, and fundraising materials including PowerPoint, flyers, kiosks, animations, artist renderings, physical presentation models, videos, web design and content other than those included in Basic and Supplemental Services.
- 8) Providing services for preparing measured drawings of existing building conditions with the exception of the site survey and site plan.
- 9) Additional architectural images of new recreation center other than those included in Basic and Supplemental Services.
- 10) Making revisions in drawings, or documents when such revisions are:
 - p) Inconsistent with directions or instructions previously given by the City.
 - q) Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
 - r) Due to changes required as a result of the City's failure to render decisions in a timely manner.
- 11) Providing services required due to significant Project scope changes, including but not limited to, size, quality, complexity, the approved Project schedule, or the method of bidding or negotiating and contracting for construction

- 12) Work required to correct non-conforming work of Contractor.
- 13) Site Surveys, including on site features, sub surface features, topography, boundary, survey, etc. other than those included in Basic and Supplemental Services.
- 14) Testing and/or evaluation of any off-site utilities
- 15) Preparation, attendance and follow-up for meetings or presentations that are in addition to those that are specified and budgeted in basic services or optional services.

EXHIBIT A-1 LIMITS OF WORK

Limits of Work:

- Recreations Center Scope: ~ 6 acres as indicated in orange on diagram below.
- Waterfront Master Planning Services: ~ 1,000 linear feet of waterfront frontage, as indicated in blue on the diagram below.



END OF EXHIBIT A

**EXHIBIT B
COMPENSATION/FEE SCHEDULE**

1. COMPENSATION FOR BASIC AND SUPPLEMENTAL SERVICES

1.A Compensation to the Consultant for Basic Services and Supplemental Services described in Exhibit A, shall be a stipulated sum of Five Million Four Hundred Eighty-Three Thousand, Nine Hundred and Fifty Seven Dollars (\$5,483,957.00).

1.B Compensation for Basic Services per project phase shall not exceed the following compensation unless approved by the City.

Task 1A	Conceptual Design Refinement Services	\$ 275,005.00
Task 1B	Schematic Design	\$ 511,663.00
Task 2	Design Development Documents	\$1,233,837.00
Task 3	Use Permit and Construction Documents	\$1,669,829.00
Task 5A & 5B	Bidding and Construction	\$1,112,061.00
Task 6	Record Documents	\$ 83,148.00

Subtotal Basic Compensation (Task 1A, 1B, 2, 3, 5A, 5B & 6) \$4,885,543.00

1.C Compensation for Supplemental Services shall not exceed the following compensation unless approved by the City.

Task 1C	CEQA MND	\$ 73,500.00
Task 4	Furniture, Fixtures and Equipment	\$ 110,365.00
	Geotechnical Report and Documentation Review	\$ 60,000.00
	Hazardous Material Testing, and Analysis	\$ 26,549.00
	Site Survey	\$ 55,000.00
Task 5C	Wayfinding Signage	\$ 33,000.00
	Geotechnical Construction Observation	\$ 90,000.00
	And Testing Services (Time and Material not to exceed amount.)	

Subtotal Supplemental Compensation \$ 448,414.00

Total Basic and Supplemental Compensation \$5,333,957.00

Reimbursable Expenses Allowance, Paragraph 4.0 below: \$150,000.00

Total Maximum Compensation for Basic and Supplemental Services including the Reimbursable Expenses Allowance \$5,483,957.00

2. COMPENSATION FOR OPTIONAL SERVICES

2.A Compensation to the Consultant for Optional Services described in Exhibit A are not included in the Consultant's Scope of Basic Services and shall be provided if requested by the City.

2.B The Consultant shall be compensated for Optional Services in addition to compensation for Basic and Supplemental Services if Authorized by the City.

V.1	Distributed Antennae System (DAS) Design (Stipulated Sum)	\$ 13,200.00
V.2	Master Planning Services for ~1,000LF Boardwalk (Stipulated Sum)	\$ 74,250.00

V.3 Photovoltaic System Design (Stipulated Sum)

\$ 19,800.00

3. COMPENSATION FOR ADDITIONAL SERVICES

3.A Compensation to the Consultant for Additional Services described in Exhibit A is in addition to compensation for Basic Services and shall be either at the following hourly rates or made as a negotiated stipulated sum. The rates below will be in effect through December 31st, 2023, and are subject to annual revisions at the start of each calendar year.

Principal in Charge	\$260.00
Principal	\$250.00
Associate	\$230.00
Project Manager	\$195.00
Architect III	\$190.00
Architect II	\$180.00
Architect I	\$175.00
Architectural Staff III	\$165.00
Architectural Staff II	\$155.00
Architectural Staff I	\$145.00
Interior Designer II / Planner II	\$155.00
Interior Designer I / Planner I	\$145.00
Project Support	\$120.00 -\$240.00
Consulting Principal	\$320.00

3.B Compensation for meetings in addition to those described in Exhibit A Basic and Supplemental Services shall be on a per meeting basis at the rates below.

Community Open House, Online Survey, and Pop-up Kiosk	\$5,500 per event
Citizen’s Advisory Committee (CAC) Meetings	\$1,750 per meeting
Commission Meetings:	\$1,750 per meeting
City Council Presentation	\$2,500 per meeting
Community Meetings	\$2,500 per meeting

4. COMPENSATION FOR REIMBURSABLE EXPENSES

4.A Reimbursable expenses related to the Project, whether for consultant, subconsultant, or City use, and are billable at 1.10 times direct cost Reimbursable expenses are in addition to compensation for Basic and Supplemental Services in Exhibit A and shall not exceed **One Hundred, and Fifty Thousand Dollars (\$150,000)** without approval by the City. Reimbursable expenses include expenses incurred by the Architect and subconsultants in the interest of the Project. Such costs include, but are not necessarily limited to:

- CAD plotting of check sets and presentation drawings larger than 11”x17”.
- Outside service printing/copying of drawings and documents of any size.
- In-house black and white printing/copying of drawings larger than 11"x 17".
- In-house black and white printing/copying for draft and final reports and specifications.
- In-house color printing and photocopying up to 11”x17” for in-house, consultant or client use.
- Software purchase and licensure on behalf of the client with prior client approval.
- Postage, delivery and messenger service.
- Photographic and digital imaging, including color and grayscale copies of any size.
- Overtime expenses with prior client approval.

- Architectural renderings, physical and digital scale models and animations other than those specified under Basic Services.
- Travel expenses such as mileage, bridge tolls, and meals.
- Subconsultant costs.
- Presentation boards.
- Facilitation tools.
- Workshop accessories and facilitation materials.
- Videos, web services, opinion surveys.
- Additional consultant services.

The following expenses are included in the hourly billing rates and are not billed separately:

- General in-house black and white printing/copying of 11"x 17" or smaller, except as noted above.
- Telephone and fax usage, unless stipulated otherwise by Agreement.

4.B Rates for Reimbursable Expenses are subject to annual revision each January 1st.

**EXHIBIT C
SCHEDULE OF SERVICES**

SCHEDULE OF PERFORMANCE

1. Consultant shall complete all Basic Services Tasks 1A through 6, as described in Exhibit A, by end of September 2025.

1.A The preliminary schedule for Tasks 1A through 6 of Basic Services is as follows.

Tasks	Completed by end of:
Task 1A Conceptual Design Refinement	3 Months after NTP
Task 1B Schematic Design	3 Months after NTP
Task 1C CEQA – MND	Concurrent with Tasks 1A, 1B & Task 2
Task 2 Design Development	3 Months after NTP
Task 3 Use Permit & Construction Documents	5 Months after NTP
Task 4 Furniture, Fixtures & Equipment (FF&E)	Concurrent with Tasks 2, 3 & Task 5
Task 5 Bidding & Construction Support	Up to 24 Months after NTP
Task 6 Record Documents	2 Months after NTP

1.B The schedule for the project overall or any phase(s) may be adjusted upon mutual agreement of the City and the Consultant to meet changing project needs.



FOSTER CITY RECREATION CENTER

DRAFT WORK PLAN 2022-11-01

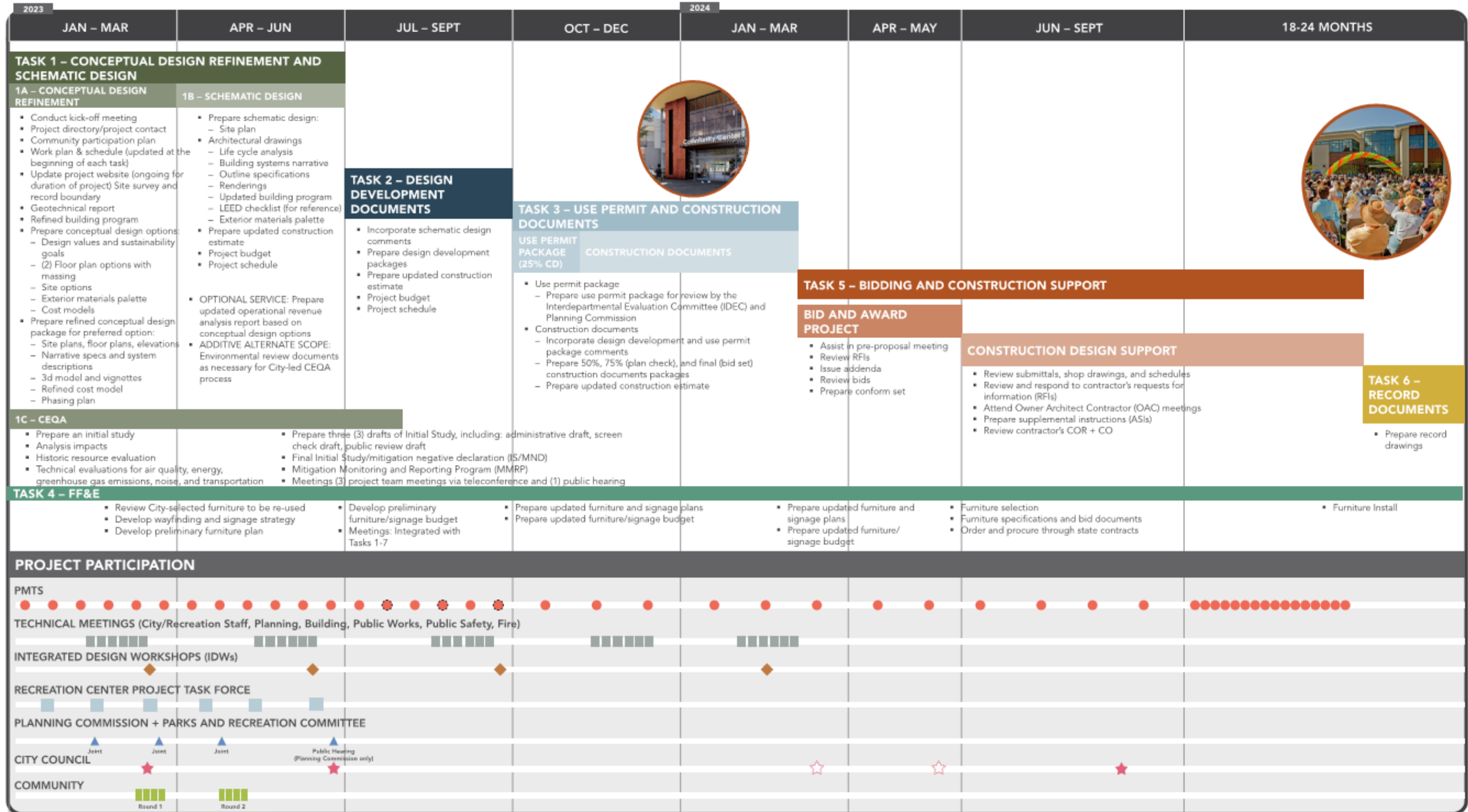


EXHIBIT D

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 for non-professional services claims (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, and false arrest 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 non-professional 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, if any, 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, with the named insured included as an additional insured.

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 D

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 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)	Insurer	Policy No.
<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.		
<input type="checkbox"/> 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.		
<input type="checkbox"/> 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)

Recreation Center Replacement Project (301-678)
 (Updated 1/18/2022)

ORGANIZATION: _____ TITLE: _____
ADDRESS: _____
TELEPHONE: () _____ DATE ISSUED: _____

EXHIBIT E
**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