

**PROFESSIONAL DESIGN SERVICES AGREEMENT**

Project: 116 S. Grant Street, Phase 1

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Roseville, a municipal corporation (“CITY”), Williams + Paddon/Architects + Planners, Inc., a California corporation (“CONSULTANT”); and

**W I T N E S S E T H:**

WHEREAS, CITY desires professional design services consisting of Phase 1 design of the Legacy Building located at 116 S. Grant Street; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP #01-033, dated December 17, 2020, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional design services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT “A,” attached hereto and incorporated herein by this reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred four thousand, eight hundred thirty-nine dollars and fifty cents (\$104,839.50).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

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 indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be

primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor,

regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of

this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages

applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

10. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

11. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

12. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

13. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control



the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

14. Representation and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. Copyright, Ownership and Use of Materials. All tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings, papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are

maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

17. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

18. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

20. Severability. If any of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

21. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Lori Hogan, Project Coordinator  
2005 Hilltop Circle  
Roseville, CA 95747

CONSULTANT

Gregory Tonello, Principal  
2237 Douglas Blvd., Ste. 160  
Roseville, CA 95661

Either party may amend its address for notice by giving notice to the other party in writing.

22. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and CONSULTANT has caused this Agreement to be executed.

**[SIGNATURES ON FOLLOWING PAGE]**

CITY OF ROSEVILLE, a  
municipal corporation

WILLIAMS + PADDON/ARCHITECTS  
+ PLANNERS, INC., a California  
corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY: \_\_\_\_\_  
its: \_\_\_\_\_  
and

ATTEST:

BY: \_\_\_\_\_  
its: \_\_\_\_\_

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk



APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Digitally signed by Jason Shykowski  
Shykowski  
Date: 2021.02.25 12:25:40 -08'00'  
\_\_\_\_\_  
JASON SHYKOWSKI  
Public Works Director

**EXHIBIT “A”**

## 6.6 TAB D: Project Understanding

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### Project Understanding

The City of Roseville tenant improvements described in RFP No. 01-033 are intended to relocate and consolidate Utility Billing services staff from the Civic Center at 311 Vernon Street and Customer Solutions Division staff from Roseville Electric at 2090 Hilltop Circle to shared office space at 116 S. Grant Street in Roseville, CA. The office area is anticipated to include a reception/lobby with customer service windows, private offices, open office(s), storage, IT/utility room(s), workroom(s), and break room. Training room facilities and educational display areas are to be developed within the Reception area as part of the overall tenant improvement scope. These tenant improvements will occupy approximately 15,300 square feet, divided between the first and second floors; some portion of the second floor may remain unoccupied initially, but be available to house future office expansion as needed. In addition to the office tenant improvements, reconfiguration of the main building lobby to secure access to the overall building, and an update to lobby finishes are proposed.

The Project construction delivery method is anticipated to be Public Bid with a licensed General Contractor providing fire protection and fire alarm design / sub-contractors.

#### **PROJECT TEAM**

Owner / Tenant:	City of Roseville
General Contractor:	TBD
Architect/Interior Design:	Williams + Paddon Architects + Planners, Inc.
Mechanical Engineer:	Peters Engineering
Plumbing Engineer:	Peters Engineering
Electrical Engineer:	Peters Engineering
Cost Estimating:	Cumming Management Group, Inc.

*All other consultants and services are anticipated to be provided by others unless noted as available upon request under Additional Services section herein.*

#### **SCOPE OF SERVICES PHASE 1**

##### **Design Development**

Based on the Program, Narratives, and Conceptual Space Plans provided in Appendix H of the RFP, Williams + Paddon will provide Architectural services and consultant engineering services to develop Schematic / Design Development drawings. Tasks in this phase shall include:

- Demolition and Proposed floor plan(s); up to two (2) revisions of the Conceptual Space Plan included
- Demolition and Proposed Reflected Ceiling Plan(s); preliminary proposed reflected ceiling plan and up to two (2) revisions included
- Preliminary Code Analysis and Exiting Plans
- Demolition and Proposed restroom plan documenting barrier removal work identified in RFP

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- Preliminary Window and Door Schedules
  - Preliminary Interior Elevations of rooms with special features (includes casework elevations)
  - Develop up to two (2) Interior Finish Palettes for review; based on feedback during City review, Williams + Paddon will create one (1) final Finish Palette
  - Preliminary HVAC system selections and layouts
  - Preliminary Plumbing system selections and layouts
  - Prepare MEP Demolition and Proposed restroom plan documenting barrier removal work identified in RFP
  - Preliminary Lighting and Power system selections and layouts
  - Preliminary Pathway only for IT/Technology, and Security Systems such as Access Control, and CCTV
  - Coordinate with City consultant team which may include Furniture, Acoustic, IT/Technology, and Security Systems such as Access Control, and CCTV

#### **Estimate of Probable Construction Cost**

At 50% and 90% progress milestones of Design Development completion, Williams +Paddon will prepare an Estimate of Probable Construction Cost. The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns).

#### **Progress Meetings**

Williams + Paddon will facilitate progress meetings with City representatives at 50%, 90%, and 100% of Design Development to review and discuss Design Development progress, determine preferred alternates, and secure approval to proceed.

- Up to three (3) meetings (in-person or Video Conference as needed)
- Up to one (1) in-person meeting at Williams + Paddon office (or TBD) to review Interior Finish Palette options

#### **Deliverables**

- 50% Progress Documents - Design Development drawings and Estimate of Probable Construction Cost
- 90% Progress Documents - Design Development drawings and Estimate of Probable Construction Cost
- 100% Design Development drawings

#### **Construction Documents**

Based on approved 100% Design Development drawings, Williams + Paddon will provide Architectural services and consultant engineering services to prepare construction drawings and sheet specifications in compliance with applicable Codes and Regulations, setting forth in detail the architectural construction requirements for the Project including:

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- Code Analysis / Exiting and Code required Signage Plan
  - CalGreen Requirements
  - Sheet specifications
  - Reference Site Plan
  - Demolition and Proposed Floor Plan(s)
  - Demolition and Proposed Restroom Plan(s) documenting Barrier Removal work identified in Appendix H
  - Interior Window and Door Schedules
  - Interior Elevations of rooms with special features (includes casework elevations)
  - Finish Plan / Schedule
  - Demolition and Proposed Reflected Ceiling Plan(s)
  - Architectural Details
  - HVAC construction drawings
  - Plumbing construction drawings
  - Prepare final demolition and Proposed Restroom Plan(s) documenting Barrier Removal work identified in Appendix H
  - Electrical Lighting and Power system construction drawings
  - Show final pathway only for IT/Technology, and Security Systems such as Access Control, and CCTV
  - Show conduit pathway only from MPOE to new data rooms on the 1st and 2nd floors
  - Show conduit pathway only from the data rooms to cubicles and offices
  - T-24 documentation for Tenant Improvement scope of work

**Estimate of Probable Construction Cost**

At 50% and 90% progress milestone of Construction Document completion, Williams + Paddon will prepare updates to the Estimate of Probable Construction Cost. The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns).

**Progress Meetings**

Up to two (2) meetings (in-person or Video Conference as needed)

Electrical Engineer – One (1) meeting with Technology Staff to confirm requirements for data locations to show pathway

**Deliverables**

50% Progress Documents – Construction Documents and Estimate of Probable Construction Cost

90% Progress Documents – Construction Documents (Agency Submittal Set) and Estimate of Probable Construction Cost

100% Construction Documents and Sheet Specifications (Final Bid Set)



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**Plan Check/Building Permit Application**

The City will be responsible for processing applications for Building Permit, including preparation of submittal and routing of permit application and documents to agencies having jurisdiction. Williams + Paddon will provide Architectural services and consultant engineering services to respond in a timely manner to comments during the Agency Plan Review and Permit Process.

**Bidding / Negotiations**

Final Construction Documents will be provided to the City for use during bidding as noted in Phase 5 – Construction Document deliverables.

**Pre-Bid Meeting**

Pre-Bid Walk-through will be facilitated by the City; Williams + Paddon will attend.

**Bid Process Administration**

The City will facilitate bid process, including distribution and tracking of bid documents. Williams + Paddon will provide Architectural services and consultant engineering services for clarifications and addenda as necessary and assist in review and evaluation of Proposals.

- Review Bidder's requests for interpretations of Bid Documents and requests for proposed product substitutions
- Prepare bid addenda as may be required
- Assist City with bid proposal review and selection of responsible contractor bids

**Meetings**

One (1) Pre-Bid Walk-through

**Deliverables**

Bid Documents and addenda to be provided to City in PDF Format

**Construction Administration**

It is assumed that the Project will be constructed over a four (4) month duration. Williams + Paddon will provide services in connection with construction phase activities, including:

- Coordinate, review and process Contractor's Requests for Information (RFI) and Change Orders
- Prepare drawing and specifications exhibits as required for changes in work initiated by Williams + Paddon or the City
- Conduct site visits to become generally familiar with the progress and quality of the work completed; prepare Field Reports

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### **On-Site Construction Meetings and Construction Field Observations**

Williams + Paddon will visit the site at intervals appropriate to the stage of demolition and construction or as otherwise agreed in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents and prepare related reports and communications. Construction meetings shall be facilitated by the General Contractor.

### **Meetings / Site Observation Visits**

Architect - up to six (6) On-site Construction Meetings / Construction Field Observation visits (meetings and field observations shall be concurrent)

Mechanical Engineer - up to three (3) Site Visits

Electrical Engineer - up to three (3) Site Visits

### **Deliverables**

Field Reports

### **Project Closeout Services**

Initiated upon notice from the General Contractor that the work, or a designated portion thereof which is acceptable to the City, is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended. Williams + Paddon will conduct walk-through of completed work with representatives of the City and the General Contractor to identify punchlist of items requiring correction by the General Contractor and will attend a follow-up walk-through to observe that punchlist items have been corrected.

### **Punchlist Site Visits**

Architect – one (1) punchlist site visit and one (1) final walk-through

Mechanical and Electrical Engineers – one (1) punchlist site visit and one (1) final walk-through

### **Deliverables**

Punchlist

PDF and AutoCAD Documents

## **SCOPE OF SERVICES PHASE 2**

As needed design services for the 3rd and 4th floor of 116 South Grant Street.

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## **SCOPE OF OPTIONAL SERVICES**

### **Meeting Attendance**

Attendance at meetings in addition to those quantified herein is available when requested in writing by the City and will be billed on a Time Expended Basis.

### **Digital Study Models and Color Renderings**

The City may desire 3-d (digital) black and white study models or color renderings to assist them in visualizing the 3-dimensional space of key selected locations or presenting the proposed Project to City staff. Williams + Paddon will provide these study models and/or renderings as an additional service upon request of the City. At time of request, Williams + Paddon will discuss the number of rendered views, and the level of detail desired and provide an estimate for the work.

### **Air/Water Survey**

As the existing HVAC system, including the subsequent ductwork and airflow delivery, were based on design assumptions prior to the identification of potential tenants and their specific space needs, an air/water survey may be desirable. This topic is further discussed under "Special Considerations". The mechanical engineer estimates the cost of this survey at \$5,580, which can be provided with written approval of this additional scope and fee by the City.

### **Additional Services**

Services which are not included in Basic Services or Optional Services may be added to the contract/project scope as an Additional Service to the City and are subject to additional compensation. Not Included in Basic Services fee proposal but can be provided as an Additional Service:

- Civil Engineering
- Landscape Architecture
- Structural Engineering
- Building Envelope Consulting
- Food Service Consultant
- Graphic Design
- Project Signage not required by Code
- LEED, or other green rating system, documentation, Certification
- Commissioning
- Design services in connection with tenant improvements on the 3rd and 4th floor at 116 S. Grant
- Building Area Calculations based on BOMA Standards
- Review and approve or take other appropriate action upon Contractor's Applications for Payment.

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- Provide input to representatives of the City in evaluating acceptance/rejection of work when requested
  - Assist representatives of the City in review of Contractor's As-Built Drawings, Operations and Maintenance Manuals, warranties, and other required close-out items to verify compliance with Contract Document requirements.
  - Prepare Record Drawings based on As-Built documentation provided by the Contractor

**Assumptions**

- Digital drawings (as available) for existing Site and Building improvements (shell, core, and tenant improvements) will be provided by City in PDF format
- Existing Parking for 116 S Grant is adequate
- Path of Travel is compliant with current Codes and Regulations
- Main existing HVAC equipment can accommodate the remodel and no additional main equipment will be required

## Project Approach

**Philosophy**

Our philosophy is to provide the highest level of professional service to our Clients by creating lasting built environments that respond to program, budget, site, and schedule. Involve/ Connect/ Delight is not just a catchphrase, it is foundational to the way we work. Our team's Involvement in the design of Workplaces gives us in-depth insight which guides us through every project. We Connect with our Clients through Programming and Design and strive to understand their specific needs and desires for their Workplace. Working with our Clients, we create a space that will Delight both in function and aesthetics.

Williams + Paddon's collaborative process with the City and the consultants applies to information gathering, problem-solving, technical solutions, creativity, functionality, and cost-effectiveness - each team member has a voice in authoring the needs and goals of the Project, in developing ideas, innovations, and solutions that are responsive and respectful of the Project's budget and schedule. This collaboration will occur at all phases of the project scope:

- Design Development
- Construction Documents
- Bidding and Negotiation
- Construction Administration (including project closeout)

We believe that successful projects result from a well-conceived, organized, collaborative, and accountable process that addresses and responds to the needs of all stakeholders - priorities are set, wise compromises made when needed, and schedule and budget respected. We view our role as both leader and facilitator of that process.

**How We Work**

Williams + Paddon undertakes every project as being unique - influenced by specific needs, wants, and desires of the various stakeholders involved. Williams + Paddon's collaborative and participatory approach promotes an organized

**EXHIBIT “B”**

## 6.7 TAB E: Cost Proposal

### Phase 1 – 1st Floor / 2nd Floor: Total Cost per Section per Scope of Work

<b>Total Cost \$</b>	<b>\$ 104,839.50</b>
Design Development:	\$ 40,269.50
Construction documents	\$ 48,564.00
Bidding / Negotiations	\$ 3,439.00
Construction Administration	\$ 8,903.50
Project Closeout Services	\$ 3,663.50

### Phase 2 – 3rd Floor / 4th Floor: Rate Schedule For As-Needed Services

The total Do Not Exceed amount for the individual rates will not exceed \$60,000.

Labor	Hourly Rate
<b>Architect</b>	
Principal	\$235.00
Associate Principle	\$198.00
Sr. Project Architect	\$178.00
Sr. Project Manager	\$178.00
Project Architect	\$162.00
Sr. Interior Designer	\$158.00
Project Manager	\$138.00
Interior Designer	\$128.00
Design Professional I	\$118.00
Design Professional II	\$96.00
Design Professional III	\$72.00
<b>Mechanical, Plumbing, and Electrical Engineers</b>	
Principal	\$185.00
Senior Engineer	\$160.00
Project Manager / Engineer	\$135.00
Senior Designer	\$105.00
Designer	\$95.00
CADD	\$85.00
Clerical	\$70.00
<b>Cost Estimator</b>	
Managing Director / Vice-President	\$210.00
Associate Director	\$190.00
Senior Cost Manager / MEP	\$180.00
Cost Manager / Estimator	\$170.00
Fire Alarm Eng & Design	n/a
Fire Sprinklers	n/a
Miscellaneous	n/a