PROFESSIONAL DESIGN SERVICES AGREEMENT

Pleasant Grove Wastewater Treatment Plant Maintenance Facilities Assessment and Dry Creek Wastewater Treatment Plant Operations and Lab Building Design

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

WITNESSETH:

WHEREAS, CITY desires professional design services for the Pleasant Grove Wastewater

Treatment Plant Maintenance Facilities Assessment and Dry Creek Wastewater Treatment Plant

Operations and Lab Building Design; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP# 08-079 dated March 5, 2021, 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. <u>Services.</u> 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. <u>Compensation.</u> 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 seven hundred ninety-four thousand, two hundred ninety-nine dollars (\$794,299).

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. <u>Indemnification.</u> 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. <u>Insurance.</u> CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
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. <u>Form.</u> 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. <u>Additional Insureds.</u> 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. <u>Cancellation/Modification</u>. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.
- d. <u>Umbrella/Excess Insurance</u>. 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. <u>Subcontractors.</u> 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. <u>Self-Insured Retentions</u>. 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. <u>Waiver of Subrogation</u>. 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. <u>Liability/Remedies.</u> 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. <u>Time is of the Essence.</u> 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. <u>Contractor Registration.</u> 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. <u>Compliance with Laws.</u> 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. <u>Ability to Perform.</u> CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.
- 11. <u>Governing Agreement.</u> 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. <u>Assignment.</u> 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. <u>Independent Contractor.</u> CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, 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. <u>Successors in Interest.</u> 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. <u>Modification.</u> This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.
- 20. <u>Severability.</u> 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. <u>Notices.</u> 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

CONSULTANT

Bryan Buchanan 2005 Hilltop Circle Roseville, CA 95747 Regina Souchek 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. <u>Integrated Agreement.</u> 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 ATTEST: BY: SONIA OROZCO City Clerk	BY: its: and BY: its: IUNE 1981
APPROVED AS TO FORM:	
BY: MICHELLE SHEIDENBERGER City Attorney	
APPROVED AS TO SUBSTANCE:	
BY: firm o. Comm RICHARD D. PLECKER	

Environmental Utilities Director

EXHIBIT "A"

6.6 TAB D: Project Understanding

TAB D: Project Understanding

PROJECT DESCRIPTION

The Project is anticipated to consist of two separate but concurrent Tasks (Projects) to include:

TASK 1 - Pleasant Grove Wastewater Treatment Plant Maintenance Facilities Needs Assessment and Architectural Design Schematic

Preparation of Needs Assessment and development of Planning Level Documents for the City's Pleasant Grove Wastewater Treatment Plant Maintenance Facilities (PGWWTP) addressing future maintenance functionality. Planning Level Documents are to include architectural schematic design exhibits indicative of alternative approaches to location of buildings and circulation on the site and building and tenant improvements including areas of demolition, location, sizes and extent of demolition and new construction. The addition is anticipated to consist of a Maintenance Shop, primarily consisting of Shop Space, Crew Room, Training/Conference Room, Staff/Lockers/Showers, Lunchroom and Restrooms.

TASK 2 - Dry Creek Wastewater Treatment Plant Operations and Laboratory General

Construction of a new Operations and Lab Building at the Dry Creek Wastewater Treatment Plant (DCWWTP) to replace the existing Administration, Operations and Lab building. Architectural services are to include Programming, Schematic Design, Design Development, Construction Documentation, Bidding Assistance, and Construction Administration. The new Administration, Operations and Lab Building is anticipated to be a single story, 5,000-10,000 SF building housing Lobby/Reception, Visitors Area, Administrative Offices, Control Offices, Water Quality Laboratory, Conference Room, Operators Quarters/Lockers/Showers, Lunchroom and Restrooms.

Phase 1 - Programming (PGWWTP and DCWWTP)

Phase 1 will consist of the development of program requirements/operational needs for the Projects based on information gathered and assimilated from activities described herein. Programming tasks will include meetings and communications with representatives of the Users, the DCWWTP and PGWWTP, and other City Staff to gather, validate and/or update existing Program documentation as may be made available. General space allocation requirements and basic functions will be developed for users that are not tenants but require space in the facility, i.e., facilities staff.

Organize Existing Documentation

WILLIAMS + PADDON will organize **Existing Documentation** and analyze data that generates parameters and information for interviews and program document including available program data, organization charts, current and projected staff levels, space standards, site surveys, site amenities and restrictions, geotechnical reports, community characteristics, climatological data.

Internal Project Kickoff Meeting

Williams + Paddon will facilitate an **Internal Project Kickoff Meeting** with the representatives of the DCWWTP and PGWWTP, and other City Staff, to communicate the Project Plan, proposed schedule, to gather background information, and solicit comments and questions including:

- The proposed strategy and sequence of events for the processes to be undertaken by this group.
- Present a Project Schedule for the Campus Building outlining major milestones, stakeholder activities, input and review periods, and critical decision deadlines.
- Discuss known difficulties to be overcome, ie: sensitive issues.
- Discuss thoughts relating to objectives, criteria and concepts of the project, such as image, working environment (ie: internal/external private office locations), employee and visitor amenities, change and growth, and sustainability goals.
- Identify other District departments and/or other entities who will require space in the facility and to ascertain space allocation and functional needs.

Comparable Facilities Tour - Buildings

A one-day facilities tour to comparable building projects will be facilitated by Williams + Paddon to assist Project Team in ascertaining levels of scale, character and quality appropriate to the project.

Program Document

Williams + Paddon will develop a **Program Document** defining quantitative and qualitative requirements and operational needs for the Projects including:

- Programming Interviews to gather, validate and or update Program documentation.
- Conduct a Walkthrough of existing facilities and hold a series of meetings with representatives
 of Environmental Utilities, and other City Staff to better understand the needs. Develop an
 understanding of inter-relationships among and between workgroups and teams.
- Preparation of General Program Document including overall objectives, criteria, and concepts
 of the project, ie: image, working environment, employee and visitor amenities, sustainability,
 change and growth and develop Parameters of Success.
- Preparation of Building Program Document including Staffing Projections, Workstation/Private
 Office Assignments, Common and Support Area needs, Special Area Requirements including
 shops and warehouse areas and crew rooms and locker areas, Space Allocation Standards,
 Adjacency Requirements, Specific Room/Space Criteria Database Conditioning, Power,
 Lighting and Communications, Security, Audio Visual, Acoustics.
- Preparation of Site Program Document report including Parking Requirements for Staff, Visitors and motor pool, Parking Area Functional Space Allocations, Adjacency Requirements, Circulation Requirements, and Materials Delivery and Storage and Special Area Requirements.

Phase 2 – Site Analysis and Conceptual Design (PGWWTP and DCWWTP)

Phase 2 activities will consist of the development of two and three-dimensional response to the program needs of the Projects in the form of alternative Conceptual Plans based on the approved Programming Document. The process will include an initial concept design charrette with representatives of departments to occupy the new Building(s), representatives of the DCWWTP and PGWWTP, and other City Staff.

Conceptual Site & Building Design

The PGWWTP Project

Williams + Paddon will prepare alternative Space Plans indicative of building access, building infrastructure/utility distribution area, interior spaces and circulation, exterior spaces, site access and circulation, vehicular parking and circulation, wellness, sustainability, and energy considerations.

The DCWWTP Project

Williams + Paddon will prepare alternative Site and Building layout plans and elevations indicative of massing, volumes, and orientation, building access, building infrastructure/utility distribution area, interior spaces and circulation, exterior spaces, site access and circulation, vehicular parking and circulation, wellness, sustainability, and energy considerations. Develop conceptual level designs for each layout, including floor plans, site circulation plans, and related site areas such as parking areas, material storage, landscaping, fences, and gates.

Energy Concepting, Modeling and Basis of Design, and Sustainability

Identify and evaluate alternative energy conservation strategies. Develop "benchmark" designs based on program requirements, Title 24 energy compliance requirements, resource conservation priorities, and chosen sustainable design strategies identified in Phase 1. Evaluate and make recommendations on energy strategies such as daylighting, building shading and glazing elements, photovoltaic power generation, solar space heating and domestic water heating, lighting, natural ventilation, under-floor air distribution, high efficiency mechanical equipment, and water and material conservation.

Code/Accessibility Analysis

Williams + Paddon will prepare a Building Code/Access Compliance Analysis identifying compliance criteria based on the California Building Code (CBC) and Americans with Disabilities Act (ADA).

Agency Review

Williams + Paddon will facilitate meeting(s) representatives of the DCWWTP and PGWWTP, and other City Staff and City agencies having jurisdiction over the project, including Planning, Building, Fire and Transportation Departments, to present the Projects, to solicit feedback.

Progress Meetings

At stages appropriate to the progress of the work, Williams + Paddon will facilitate in Progress Meetings with representatives of the DCWWTP and PGWWTP, and other City Staff and other members of the Project Team to review progress, determine preferred alternates and secure approval to proceed.

Phase 2 Meetings

- Progress Meetings
- Agency Review Meetings

Phase 2 Deliverables

- Meeting Agendas and Minutes
- Conceptual Drawings
- Sustainable Design strategies and benchmark program(s) update

Phase 3 – Schematic Design (PGWWTP and DCWWTP)

Phase 3 activities will consist of the continued development of the Conceptual Design alternates approved by the City into Schematic Design alternatives and a final Schematic Design approach including:

PGWWTP

Preparation of

- Site Plan
- Floor Plans/Space Plans
- Demolition Floor Plans
- Roof Plans
- Exterior Elevations and Building Sections
- Reflected Ceiling Plans
- Preliminary structural systems layouts and design parameters for specialized systems and equipment design constraints.
- Define and set system service parameters for basic Mechanical, Plumbing, Electrical, Fire Sprinklers and Fire Alarm systems

DCWWTP

Preparation of

- Site Plan
- Site Demolition Plan
- Floor Plans/Space Plans
- Laboratory Space Plan
- Roof Plans
- Exterior Elevations and Building Sections
- Reflected Ceiling Plans
- Preliminary structural systems layouts and design parameters for specialized systems and equipment design constraints.
- Define and set system service parameters for basic Mechanical, Plumbing, Electrical, Fire Sprinklers and Fire Alarm systems

Energy and Sustainability

Williams + Paddon will refine energy and resource conservation and sustainable design strategies, make recommendations to, and assist City in selecting Energy and Resource Conservation and Sustainability Strategies for consideration for inclusion in the Projects.

Update Code/Accessibility Analysis

Based on Schematic Design exhibits Williams + Paddon will update the Code/Access Compliance Analysis.

Agency Review

Williams + Paddon will facilitate meeting(s) representatives of the DCWWTP and PGWWTP, and other City Staff and City agencies having jurisdiction over the project, including Planning, Building, Fire and Transportation Departments, to present the Projects, and solicit feedback.

Estimate of Probable Construction Cost

Based on 90% Schematic Design progress documents approved by the City, 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

At stages appropriate to the progress of the work, Williams + Paddon will facilitate in Progress Meetings with representatives of the DCWWTP and PGWWTP, and other City Staff and other members of the Project Team to review progress, determine preferred alternates and secure approval to proceed.

Phase 3 Meetings

- Progress Meetings
- Agency Review Meetings

Phase 3 Design Deliverables

- Meeting Agendas and Minutes
- Schematic Design 30%, 60% and Final Progress
- Estimate of Probable Construction Cost 90% Progress
- Sustainable Design strategies and benchmark program(s) update

Phase 4 - Design Development (DCWWTP)

Phase 4 activities will consist of the further refinement of the DCWWTP Schematic Design, approved by the City through the Design Development process. Design Development tasks will include establishing, evaluating, and selecting Interior Design direction and finalizing the Architectural Design and Engineering Systems and selections for the Project.

Energy and Sustainability

Williams + Paddon will continue to refine energy and resource conservation and sustainability strategies chosen for inclusion in the Projects.

Interior Design

Interior Design tasks will include an imaging exercise that will establish an Interior Design theme to be further developed in Construction Documents including, volume studies of interior spaces, alternative image study boards and concepts, alternatives for interior building standards ie: doors, hardware, ceilings, lighting, plumbing fixtures.

Code/Accessibility Analysis Update

Based on Design Development exhibits Williams + Paddon will update the Code/Access Compliance Analysis.

Estimate of Probable Construction Cost

Based on final 90% Design Development progress documents approved by the City, 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

At stages appropriate to the progress of the work, Williams + Paddon will facilitate in Progress Meetings with representatives of the DCWWTP, and other City Staff and other members of the Project Team to review progress, determine preferred alternates and secure approval to proceed.

Phase 4 Meetings

- Progress Meetings
- Agency Review Meetings

Phase 4 Design Deliverables

- Meeting Agendas and Minutes
- Design Development 30%, 60% and Final Progress
- Interior Design Development 30%, 60% and Final Progress
- Estimate of Probable Construction Cost 90% Progress
- Sustainable Design strategies and benchmark program(s) update

Phase 5 – Construction Documents (DCWWTP)

Phase 5 activities will consist of the preparation of final Construction Documents (Drawings and Project Manual/Specifications) setting forth in detail the construction requirements for the project. Drawings to be prepared in Revit 2020 format, BIM 300 level.

Energy and Sustainability

Williams + Paddon will finalize and confirm energy and resource conservation and sustainability strategies chosen for inclusion in the Projects.

Interior Design

Interior Design tasks will finalize theme established in Design Development including material/sample boards representing two alternatives for interior materials, finishes and colors, finish schedules for interior materials, finishes and colors, building standards for doors, hardware, ceilings, lighting, plumbing fixtures.

Update Code/Accessibility Analysis

Based on Construction Document exhibits Williams + Paddon will update the Code/Access Compliance Analysis.

Agency Review

Williams + Paddon will facilitate meeting(s) representatives of the DCWWTP, and other City Staff and City agencies having jurisdiction over the project, including Planning, Building, Fire and Transportation Departments, to present the Projects, and solicit feedback.

Building Permit Processing

Williams + Paddon will be responsible for the processing of application for Building Permit and will submit, track and route of permit applications, resubmittals, and related documents.

Estimate of Probable Construction Cost

Based on Final Construction Documents approved by the City, 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

At stages appropriate to the progress of the work, Williams + Paddon will facilitate in Progress Meetings with representatives of the DCWWTP, and other City Staff and other members of the Project Team to review progress, determine preferred alternates and secure approval to proceed.

Phase 5 Meetings

- Progress Meetings
- Agency Review Meetings

Phase 5 Design Deliverables

- Meeting Agendas and Minutes
- Construction Documents 30%, 60% and 90% (Permit Sets)
- Construction Documents Final Progress (Bid Sets)
- Estimate of Probable Construction Cost 90% Progress
- Final summary of Energy and Resource conservation and Sustainable Design strategies incorporated into Projects (for use by City).

Deliverables (100% Design Deliverables)

Construction Documents and Specifications (to be incorporated into overall Phase 1A Project design package by the Lead Design Consultant).

Phase 6 - Project Bidding (DCWWTP)

Phase 6 activities will consist of Williams + Paddon assisting the City in preparing the final bidding documents including:

- Incorporating Bid Alternates as directed by the City
- Answering bid questions and preparation of any Addenda
- Attendance with Pre-Bid Conference as scheduled by the City

Meetings

One (1) Pre-Bid Walk-through

Deliverables

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

Phase 7 - Project Construction Administration (DCWWTP)

Phase 7 activities will consist of Williams + Paddon assisting the City in connection with administration of the construction contract including:

- Attend Pre-Construction Conference and Mobilization Conference meetings.
- Facilitate periodic field visits
- Provide consultant meeting notes and field observation reports

- Review of Submittals and Shop Drawings
- Review Contractor's Applications for Payment and percentage of completion.
- Assistance to the City in answering Contractor Requests for Information (RFI)
- Review of Proposed Change Orders (PCO's),
- Preparation of the punch list for Substantial Completion and assistance with Final Closeout.
- Preparation of "Record Documents" reflecting bid addenda and changes to be based on Contractors "As Built Documents" field documents. Documents shall be provided in AutoCAD and .PDF formats.
- Approximately eleven (11) months after Substantial Completion, attend the Warranty Period inspection on site with the City and provide written notes and recommendations to the City.

Construction Meetings

Williams + Paddon will attend construction meetings facilitated by the General Contractor,

On Site Meetings

Architectural staff will attend bi-weekly on-site construction meetings with the City and General Contractor.

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 preparing related reports and communications.

Site Observation Visits

Architect - up to twenty-four (24) Site Visits —to be concurrent with on-site Construction Meetings Laboratory Consultant

Civil Engineer - up to three (3) Site Visits

Landscape Architect - up to three (3) Site Visits

Structural Engineer - up to six (6) Site Visits

Mechanical Engineer - up to six (6) Site Visits

Electrical Engineer - up to six (6) Site Visits

Punchlist Site Visits

Architect – Up to three (3) punchlist site visits and one (1) final walk-through All other Consultants – up to two (2) punchlist site visit and one (1) final walk-through

Phase 8 - Furniture Design and Specifications

Kickoff Meeting

Williams + Paddon will facilitate a meeting with representatives of the DCWWTP and other City Staff to establish Project goals and objectives including desired aesthetics, spaces, and types of furniture to be considered, budget, procurement methodology and schedule and outline major milestones, input and review periods and critical decision deadlines.

Furniture Layout, Furniture Selections and Budget Estimates

Furniture Layouts will be developed by Williams + Paddon indicative of the location, sizes, and quantity of furniture. Concurrently, Williams + Paddon will review with representatives of the DCWWTP and other City Staff preliminary selections of alternative furniture styles, ranges of upholstery, color and finish options as well as corresponding Budget Estimates.

During the **Furniture Selections** process Williams + Paddon will prepare renderings of specialty areas such as Lobby/Reception, Visitors Area, Water Quality Laboratory, Conference Room, Operators Quarters/Lockers/Showers, and typical Private office indicative of the space and selected Furnishings.

At stages appropriate to progress of the Work Williams + Paddon will facilitate Progress Meetings with representatives of the DCWWTP and other City Staff to present Layouts, Furniture Styles, Upholstery, Color and Finish Options and Estimates of Probable Cost, solicit feedback and secure direction/approvals to proceed.

Meetings

Progress Meetings

Deliverables

- Furniture Layouts at Conceptual, Preliminary and Final Progress Milestones
- Furniture Selections at Preliminary and Final Progress Milestones
- Budget Estimates at Preliminary and Final Progress Milestones
- Renderings

Furniture Drawings and Specifications Bid Documents

Based on the approved Furniture Layout, Furniture Selections and Budget Estimates Williams + Paddon prepare Furniture Bid Documents including Furniture Layout Drawings, Specifications and Bid Forms to be used to solicit bids from furniture vendors.

Meetings

Progress Meetings

Deliverables

Furniture Bid Documents

Furniture Procurement Process

Williams + Paddon will assist Client in obtaining furniture bids from vendors including:

- Responding to vendor's questions
- Prepare bid addenda as may be required.
- Review and evaluation of bids

Meetings

Bid Evaluation Meeting

Deliverables

Analysis of Bid Results

Furniture Installation Phase Service

It is assumed that furniture will be installed over a four-week duration. Williams + Paddon will provide services in connection with Furniture Installation activities including:

- Review and take appropriate action on Furniture Vendor's submittals such as Shop Drawings, Product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Bid Documents.
- During installation conduct site visit to become generally familiar with the progress and quality of the furniture and installation completed.
- Provide input to representatives of the Client in evaluating acceptance/rejection of furniture and installation when requested.
- Conduct final walk-through of completed work with representatives of the Client and the Vendor/ Installer to review punchlist of items requiring correction.
- Attend a follow-up walk-through to observe that punchlist items have been corrected.
- Assist representatives of the Client in review of Vendors Operations and Maintenance Manuals, warrantees and other required close-out items are in compliance with contract document requirements.

Meetings/Field Observations (On Site)

- One (1) Pre-Installation Meeting
- One (1) Progress Review Meeting
- One (1) Installation Punchlist Meeting
- One (1) Installation Backcheck Punchlist Meeting

Deliverables

- Field Reports
- Punchlist

EXHIBIT "B"

Tab E- Cost Proposal

March 5, 2021 Revised June 7, 2021

City of Roseville 311 Vernon Street Roseville, CA 95678 Attn: City Clerk Department CityClerkroseville@roseville.ca.us

RE: REQUEST FOR PROPOSALS
ARCHITECTURAL AND CONSULTING SERVICES

Pleasant Grove Wastewater Treatment Plant Maintenance Facilities Assessment And Dry Creek Wastewater Treatment Plant Operations and Lab Building Design

Dear Mr. Buchanan and Members of the Selection Committee,

Williams+Paddon is extremely pleased that you have opened this Cost Proposal and that we will have the opportunity to further discuss the Project, our proposed scope of services and our basis for fees. We look forward to a scoping session with the City to further refine scope and "dial in" fees for those services, as well as for tasks that may be best deferred until confirmations, program, design, and budgets are further developed.

TASK 1 - Pleasant Grove Wastewater Treatment Plant

Fees are based on an assumed addition to existing building of 3,500 sf.

Compensation will be billed on a fixed fee basis estimated as follows:

Phase 1	Programming\$	23,883
Phase 2	Site Analysis and Conceptual Design\$	34,932
Phase 3	Schematic Design\$	49,934
Total	\$	108,749
Recommen	ded Allowance for Reimbursable Expenses	\$ 3,500

TASK 2 - Dry Creek Wastewater Treatment Plant

Fees are based on an assumed building of 7,500 sf.

Compensation will be billed on a fixed fee basis estimated as follows:

Phase 1	Programming	\$ 27.285
Phase 2	Site Analysis and Conceptual Design	
Phase 3	Schematic Design	
Phase 4	Design Development	
Phase 5	Construction Documents	
Phase 6	Bidding	\$ 15,421
Phase 7	Construction Administration	
Phase 8	Furniture Design and Specification	\$ 49,726
Total	1,7	\$ 635,950

Recommended Allowance for Reimbursable Expenses	\$ 7,500
Allowance for Addition of Lab Consultant for assistance with Programming	
and PEER Review	\$ 20,000
Allowance for increase in Building grea to up to 12,000sf (Structural Engineering)	\$ 18,600

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

Authorized expenses, including expense of transportation in connection with the project, living expenses in connection with out of town travel, and long-distance communication shall be charged at Architect's cost plus 15%. Automobile mileage shall be charged at no more than maximum allowed by IRS rate per mile.

Blueprint reproductions will be charged at cost plus 15% Photocopies shall be charged at \$.10 per 8 1/2" x 11" copy. CADD file transfers (Electronic Media) for use by Owner or Owner's consultants will be charged at \$75. per file. Expense of other reproductions, postage, and handling of drawings, specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants will be charged at cost plus 15%. Expense of photographic production techniques, when used in connection with Additional Services, shall be charged at cost plus 15%.

Fees paid for securing approval of authorities having jurisdiction over the project shall be charged at cost plus 15%.

If authorized in advance by the Owner, expense of overtime work shall require higher than regular rates.

Expense of renderings, models and mock-ups requested by the Owner shall be charged at cost plus 15%.

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TASK 1 - Pleasant Grove	
Wastewater Treatment Plant	
Williams+Paddon - Architects + Planners	Fee Schedule

Architecture / Interior Design Principal	\$	235	HVAC/Plumbing Mechar Principal	\$	185
Sr. Project Architect	\$	178	Sr. Engineer	\$	150
Sr. Project Manager	\$	178	Proj Mgr/Engineer	\$	125
Sr. Interior Designer	\$	158	Sr Designer	\$	95
Interior Designer	\$	128	Designer	\$	85
Design Professional I	\$	118	CAD	\$	75
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TASK 2 - Bry Creek Wastewater	
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Williams+Paddon - Architects + Planners	Fee Schedule

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