

**AGREEMENT FOR ARCHITECTURAL SERVICES
Advance Design Consultants, Inc.**

THIS AGREEMENT FOR ARCHITECTURAL SERVICES ("Agreement") is made and entered into as of the _____ day of _____, 2024 by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Advance Design Consultants, Inc., a C Corporation ("Architect") (each a "Party" and collectively, the "Parties").

RECITALS

A. City does not have available personnel specifically trained and experienced to perform the architectural services required and requires the professional services of an individual or business entity with the necessary license, qualifications and experience to provide architectural services for the City's Water and Wastewater Laboratory Project, CIP Project No. 592-59207 (the "Project").

B. Architect has the necessary license, professional skills and experience necessary to perform the architectural services described in this Agreement, and as further described in Exhibit A to this Agreement ("Exhibit A"), and in the City's Request for Proposals for architectural Services for the Project, dated January 5, 2024 ("RFP"), attached as Exhibit B, both of which exhibits are incorporated herein.

C. City desires to engage Architect to provide these architectural services by reason of its qualifications and experience in performing such services.

D. Architect has submitted a proposal to City, dated February 9, 2024 ("Proposal"), attached as Exhibit C and incorporated herein, in response to the City's RFP, and has affirmed its willingness and ability to provide such Architectural services on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Definitions. The following definitions apply to the body of this Agreement and Exhibit A unless otherwise indicated. Defined terms are capitalized in the Agreement with the exception of the words "day" and "including."

1.1 Additional Services means Architectural services in addition to the Basic Services, which are provided pursuant to the City's written request or prior written authorization.

1.2 Basic Services means those Architectural services necessary for design and construction of the Project, as specified in Exhibit A and in the RFP and Proposal.

1.3 Change Order means a written document approved and signed by the City after execution of the Construction Contract, which changes the scope of Work, the Construction Contract Price, or the Construction Contract Time.

1.4 City Engineer means the current or acting City Engineer and Director of Public Works for the City of Brentwood or his or her authorized delegee.

1.5 Construction Contract means the signed agreement between the City and Contractor, which includes and incorporates the Construction Documents.

1.6 Construction Contract Price means the total compensation to be paid to the Contractor for performance of the Work, as set forth in the Construction Contract.

1.7 Construction Contract Time means the time within which the Contractor is required to perform the Work, as set forth in the Construction Contract and as may be amended by Change Order.

1.8 Construction Documents means all of the documents that are prepared following approval of the Design Development Documents for bidding and construction of the Project, as further detailed in Exhibit A.

1.9 Contractor means the individual, partnership, corporation, or other entity which has signed the Construction Contract with the City to perform the Work. "Contractor" includes the Contractor's subcontractors, unless the context indicates otherwise.

1.10 Day means a calendar day unless otherwise specified.

1.11 Design Development Documents means detailed documents which are prepared following approval of the Schematic Design Documents, as further detailed in Exhibit A.

1.12 Design Documents means, collectively, the plans, drawings and specifications prepared or provided by the Architect for the Project at all design stages, including Schematic Design Documents, Design Development Documents and Construction Documents.

1.13 Including, whether or not capitalized, means "including; but not limited to" unless the context requires otherwise.

1.14 Project Manager means the City employee or representative with primary responsibility for overseeing design and construction of the Project and who will be Architect's sole point of contact for the City unless otherwise stated. The Project Manager for this Project is Vatsal Patel.

1.15 Project Schedule means the detailed schedule developed by the Architect, and subject to the City's approval, for design and construction of the Project, based on the Proposed Project Schedule provided in Exhibit A.

1.16 Proposed Project Schedule means the proposed Project schedule provided by the City in Exhibit A to this Agreement.

1.17 Rate Schedule means the schedule listing the hourly rates for Architect's staff and rates for costs associated with providing the Services. The Rate Schedule is included in the Proposal.

1.18 Schematic Design Documents means preliminary drawings and related documents showing the Project's basic components, scale and location, as further detailed in Exhibit A.

1.19 Services means all architectural and related services required under this Agreement, including all Basic Services and any authorized Additional Services.

1.20 Work means the Contractor's construction and services necessary or incidental to constructing the Project in conformance with the requirements of the Construction Documents.

2. Scope of Services. Architect, acting in its capacity as an architect licensed under California law, will provide the Basic Services necessary to design and construct the Project in accordance with the City's requirements, as set forth in Part One – Scope of Services in Exhibit A, and will provide those Additional Services, if any, as requested and authorized in writing by the City.

3. Personnel and Subconsultants. Architect will be responsible for employing or engaging all persons necessary to perform the Services. Architect will control the manner and means of the services to be performed by its employees and subconsultants. All of Architect's staff will be qualified by training and experience to perform their assigned tasks. Architect will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and Architect, if any, and will keep the Services under its control. On demand of City, if any employee or Architect fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3.1 Architect's Key Personnel. The Architect's key personnel assigned to this Project, as specified in Architect's Proposal, may not be changed without the prior written approval of the City. Architect must promptly notify the City in writing of any changes or proposed changes to the key personnel identified in the Proposal (or subsequently approved by the City), and of any changes to the contact information (telephone and email) for any key personnel.

3.2 Architect's Principal Representative. Architect's principal representative assigned to this Project is Lorenzo R. Rios, Principal, who will have full authority from Architect to receive and act on instructions from the City.

3.3 Subconsultants. Architect may not engage the services of any subconsultant for this Project, including, but not limited to, firms or individuals providing specialized architectural or engineering services, without obtaining the City's prior written approval. The City's approval must not be deemed to create any contractual relationship between the City and any such subconsultant, except that the City must be considered a third party beneficiary of such services for the Project. Architect must bind its subconsultants in the same manner as Architect is bound to the City under this Agreement, including, but not limited to, the insurance and indemnity requirements.

3.4 Warranty of Qualifications. Architect warrants and represents that Architect, its personnel, and its subconsultants are each duly qualified, licensed, and authorized by law to perform the Architectural and related services required under this Agreement.

4. Standard of Performance. Architect acknowledges that in entering into this Agreement the City is relying on Architect's special Architectural skills and experience to do and perform the Services. The Services provided by Architect pursuant to this Agreement must, at all times, meet or exceed the standard of care applicable to experienced, licensed civil engineers performing similar work in the area in which the Project is located. Similarly, the Services provided by any subconsultant must meet or exceed the standard of care applicable to others practicing in the subconsultant's field and performing similar work in the area in which the Project is located. The acceptance of the Services by City does not release Architect from these obligations.

5. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of the Services by Architect.

6. Schedule.

6.1 Time is of the essence for providing the Services. Architect will generally adhere to the approved Project Schedule provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Architect's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Architect's officers or employees.

6.2 Architect acknowledges the importance to City of City's Project Schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Architect's performance must be governed by sound practices. Architect will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

7. Compensation.

7.1 The total fee payable for the Basic Services to be performed during the term of this Agreement will be based on the Rate Schedule, for a not to exceed amount of Two Hundred Seventy Nine Thousand Three Hundred Thirty dollars (\$279,330), including authorized expense reimbursements, or as otherwise specified in Exhibit A. Any authorized Additional Services will be paid for based on the Rate Schedule. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services.

7.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

7.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Architect in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Architect on account of Services not performed satisfactorily, delays in Architect's performance of Services, or other defaults hereunder.

8. Status of Architect.

8.1 Architect will perform the Services in Architect's own way, by controlling the manner and means of the work City needs completed, and pursuant to this Agreement as an independent contractor and in pursuit of Architect's independent calling, and not as an employee of City. The persons used by Architect to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever.

8.2 The payment made to Architect pursuant to the Agreement will be the full and complete compensation to which Architect is entitled. City will not make any federal or state tax withholdings on behalf of Architect or its agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Architect or its employees or subconsultants. Architect agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Architect or any agent, employee, or subconsultant of Architect for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Architect.

9. Subcontracting. Architect's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit A, Architect will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Architect subcontracts any of the Services, Architect will be fully responsible to City for the acts, errors and omissions of Architect's subconsultant and of the persons either directly or indirectly employed by the subconsultant, as Architect is for the acts and omissions of persons directly employed by Architect. Nothing contained in this Agreement will create any contractual relationship between any subconsultant of Architect and City. Architect will be responsible for payment of subconsultants. Architect will bind every subconsultant and every subconsultant of a subconsultant by the terms of this Agreement applicable to Architect's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

10. Other Architects. The City reserves the right to employ other consultants in connection with the Project or the Services.

11. Indemnification. Architect agrees to indemnify, including the cost to defend, City, its officers, agents, volunteers and employees from any and all claims, demands, costs or liability (collectively, "Liability") that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of

Architect and its agents in the performance of Services under this Agreement, but this indemnity does not apply to Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and will survive the expiration or termination of this Agreement with respect to any Liability arising from or caused during the term of the Agreement.

12. Insurance. Architect will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Architect or Architect's agents, representatives, employees or subconsultants. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

12.1 Coverages and Limits. Architect will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Architect's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Architect pursuant to this Agreement are adequate to protect Architect. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Architect will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Architect believes that any required insurance coverage is inadequate, Architect will obtain such additional insurance coverage, as Architect deems adequate, at Architect's sole expense.

12.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

12.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

12.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Architect has no employees and provides, to City's satisfaction, a declaration stating this.

12.1.4 Professional Liability. Errors and omissions liability appropriate to Architect's profession with limits of not less than \$1,000,000 per claim. The professional liability insurance must include prior acts coverage.

12.2 Endorsements. For Commercial General Liability Insurance, Architect will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Architect will furnish certificates of insurance and endorsements to City.

12.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

12.4 Failure to Maintain Coverage. If Architect fails to maintain any of these insurance coverages, then City will have the option to declare Architect in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Architect is responsible for any payments made by City to obtain or maintain insurance

and City may collect these payments from Architect or deduct the amount paid from any sums due Architect under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

12.6 Primary Coverage. For any claims related to the Services and this Agreement, the Architect's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Architect's insurance and not contributory with it.

12.7 Reduction in Coverage/Material Changes. Architect will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

12.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

13. Business License. Architect will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

14. Maintenance of Records. Architect will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Architect will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Architect will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

15. Ownership of Documents.

15.1 All product produced by Architect or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Architect or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Architect will have the right to make one (1) copy of the Work Product for Architect's records.

15.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Architect; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another Architect to use, the Work Product, City agrees to hold Architect harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Architect, or anyone for whose acts it is responsible, in preparation of the Work Product. Architect will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

16. Copyrights. Architect agrees that all copyrights that arise from the Services will be vested in City and Architect relinquishes all claims to the copyrights in favor of City.

17. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Architect in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Architect will not make any of these documents or information available to any individual or organization not employed by the Architect or the City without the written consent of the City before any such release.

18. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone No. (925) 516-5307
Attn: Vatsal Patel
Email: vpatel@brentwoodca.gov

For Architect:

Name: Advance Design Consultants, Inc.
Title: Principal
Address: 998 Park Avenue
San Jose, CA 95126
Phone No.: (408) 297-1881
Attn: Lorenzo R. Rios, P.E.
Email: lorenzojr@adcengineers.com

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

19. Conflicts of Interest.

19.1 City will evaluate Architect's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Architect or any of Architect's employees, agents, or subcontractors. Should it be determined that disclosure is required, Architect or Architect's affected employees, agents, or subconsultants will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

19.2 Architect understands that its professional responsibility is solely to City. Architect warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Architect further warrants that neither Architect, nor Architect's agents, employees, subcontractors and Architects have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Architect will file with the City an affidavit disclosing this interest. Architect will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Architect discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Architect will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

20. General Compliance with Laws. Architect will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Architect, or in any way affect the performance of the Services by Architect. Architect will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

21. Pandemic Health Laws. Architect's duty to comply with Laws includes compliance by Architect and Subcontractors with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

22. Discrimination and Harassment Prohibited. Architect will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

23. Termination. In the event of the Architect's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Architect in writing pursuant to the notice provisions of this Agreement. Architect has five (5) business days to deliver any documents owned

by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Architect has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Architect, whether located at the project site, at Architect's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Architect will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Architect will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

24. Covenants Against Contingent Fees. Architect warrants that Architect has not employed or retained any company or person, other than a bona fide employee working for Architect, to solicit or secure this Agreement, and that Architect 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 will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

25. Claims And Lawsuits. By signing this Agreement, Architect agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Architect acknowledges that if a false claim is submitted to City by Architect, it may be considered fraud and Architect may be subject to criminal prosecution. Architect acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity.

26. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement will be governed by the laws of the State of California.

27. Testimony. Architect will testify at City's request if litigation is brought against City in connection with Architect's services under this Agreement. Unless the action is brought by Architect, or is based upon Architect's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Architect will compensate Architect for time spent in preparation for testimony, testimony, and travel at Architect's standard hourly rates at the time of actual testimony.

28. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Architect without the prior written consent of City, which will not be unreasonably withheld.

29. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

30. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this

Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

31. Entire Agreement and Order of Precedence. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties. Notwithstanding that the RFP and Proposal are incorporated into this Agreement as Exhibit B and Exhibit C, respectively, if any provision in the Proposal or the RFP differs from or is inconsistent with the terms of this Agreement, including Exhibit A, the terms of this Agreement, including Exhibit A, will take precedence over any such differing or inconsistent provision. Likewise, to the extent any terms in the Proposal differ from or are inconsistent with the terms of the RFP, the terms of the RFP will take precedence over any differing or inconsistent terms in the Proposal.

32. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Architect each represent and warrant that they have the legal power, right and actual authority to bind Architect to the terms and conditions of this Agreement.

[Signatures on the following page]

33. Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

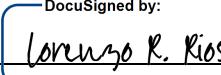
34. Signatures.

34.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

34.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

ARCHITECT:

CITY:

* By: 
DocuSigned by:
AEAF9628C12B497...
Lorenzo R. Rios, President

By: _____
Tim Y. Ogden, City Manager

** By: 
DocuSigned by:
BB6324073777454...
Paola Martinez, Secretary

ATTEST:

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Wisinski, Interim City Attorney

If required by City, proper notarial acknowledgment of execution by Architect must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

*Group A.
Chairman,
President, or
Vice-President

**Group B.
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member or the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner or the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.

AGREEMENT FOR ARCHITECTURAL SERVICES
Advance Design Consultants, Inc.

Water and Wastewater Laboratory Project, CIP No. 592-59207
EXHIBIT "A"

PART ONE - SCOPE OF SERVICES

1. General. Architect must provide Architectural design and related services for the Project, as more particularly described in the RFP and Proposal, including and subject to the following general requirements.

1.1 Preliminary Design Conference. Following the City's execution of this Agreement, or as otherwise specified in Exhibit A, Architect must attend a preliminary design conference with the Project Manager. At the request of the Project Manager, the Architect must submit written minutes of the preliminary design conference in order to demonstrate its understanding of the Project requirements.

1.2 City Approval. Architect may not proceed with the development of successive Design Documents, as detailed below in Section 2, until it has received written approvals from the City. Architect must promptly review and revise the following to the City's satisfaction, without additional compensation:

(A) Design Documents submitted for City approval and to which the City has objections; and

(B) Design Documents which have been determined by the City to present excessive cost or constructability problems.

1.3 Governmental Approval. Architect must assist the City with obtaining the required approvals from applicable governmental agencies with jurisdiction over the Project.

1.4 Architect will control the manner and the means of the services to be provided, and be responsible for the professional quality, technical accuracy and coordination of the Services. Architect will, without additional compensation, correct or revise any errors or deficiencies in the Services.

1.5 Architect will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

2. Basic Services. In addition to the tasks specified in the RFP and Proposal, Architect's Basic Services include the following:

2.1 Project Schedule. Following the City's execution of this Agreement, Architect must prepare and submit for the City Engineer's review and approval a preliminary Project Schedule, based on the Proposed Project Schedule included in in Part Two, below,, showing the timing and sequencing of the major design and construction phases required to complete the Project. The preliminary Project Schedule should include times for completion of all major phases of environmental procedures, if applicable; design; bidding; construction; final close out; or as otherwise specified by the Project Manager. The Project Schedule must be updated for the City Engineer's review and approval upon completion of each major phase included in the Project Schedule.

2.2 Cost Estimate. Following the City's execution of this Agreement, Architect must prepare and submit for the City Engineer's review and approval a preliminary estimate of the cost to construct the Project. As the design process progresses, Architect must submit updates to the preliminary cost estimate for the City's approval concurrent with its submission of the Schematic Design Documents, Design Development Documents, and Construction Documents, respectively. If at any time, an updated cost estimate exceeds the City's previously approved cost estimate, Architect must provide the City with recommendations for constructing the Project within the City's budget.

2.3 Schematic Design Documents. Within the time specified in the approved Project Schedule, Architect must prepare and submit for the City Engineer's review and approval Schematic Design Documents consisting of drawings, outline specifications, and other documents showing the Project's basic components, scale, and location on the Project site. The Schematic Design Documents must include, to the extent applicable, conceptual plans of the Project site and improvements; preliminary sections and elevations; approximate areas, volumes, and dimensions; and preliminary selections of materials and systems. The Schematic Design Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Schematic Design Documents.

2.4 Design Development Documents. Based on the approved Schematic Design Documents and within the time specified in the approved Project Schedule, Architect must prepare for the City Engineer's review and approval the Design Development Documents. The Design Development Documents must further define the Project, including drawings and outline specifications fixing and describing the Project size, character and site relationships, and other appropriate elements describing the structural, engineering, mechanical and electrical systems, as applicable. The Design Development Documents must include, as applicable, plans, sections and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general quality levels. When submitting the Design Development Documents for the City Engineer's approval, the Architect must identify in writing all material changes and deviations, if any, that have taken place since approval of the Schematic Design Documents, including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Design Development Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Design Development Documents.

2.5 Construction Documents. Based on the approved Design Development Documents and within the time specified in the approved Project Schedule, Architect must prepare for the City Engineer's review and approval, and required governmental agency approval(s), if applicable, Construction Documents setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and technical specifications that comply with all applicable codes, laws, ordinances and regulations in effect at the time of their preparation at the location of the Project, and as further specified in the RFP. The Construction Documents must be submitted to the City Engineer in electronic form, ready to be added to the front end documents, which will be prepared by the City using the City's approved front end documents. When submitting the Construction Documents for the City Engineer's approval, the Architect must identify in writing all material changes and deviations, if any, that have taken place since approval of the Design Development Documents including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Construction Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Construction Documents.

2.6 Bidding Phase Services. Architect must assist the City during the bidding phase, including, if applicable, prequalification of bidders; conducting pre-bid meetings or site walks; issuance of addenda; bid review; and review of bid protests. If the lowest responsive bid exceeds the final approved construction cost estimate by twenty-five percent or more, and the City, acting in its sole discretion decides to reject all bids and re-bid the Project, Architect must, at no additional cost to the City, work with the City to make the modifications to the Construction Documents to reduce the cost of construction so as not to exceed the previously approved construction cost estimate by more than the stated additional percentage.

2.7 Construction Phase Services. During the Construction Phase the Architect must provide the following services to the City, as more particularly specified in Exhibit A:

(A) General administration of the Construction Contract including: review and advise the Project Manager as to the accuracy and reasonableness of Contractor's schedule of values; coordinate the Project Schedule with the Contractor's Work schedule; provide prompt and complete responses to

Contractor's requests for information; and coordinate efforts with the Project Manager to ensure the Project is completed in a timely, cost-effective manner, consistent with the City's requirements.

(B) Ongoing design services as needed, including: interpretations and clarifications of the Construction Documents provided by the Architect; and preparation of design details for Change Orders, as needed for the proper execution and progress of the Work and consistent with the intent of the approved Construction Documents.

(C) Architect must timely review Contractor's design-related submittals, including shop drawings, product data and samples, and issue written approvals of and/or recommendations to the City within ten days of receipt of each such submittal, unless additional time is required based on the nature of the submittal, in which case the review must be completed as soon as practicable under the circumstances. Architect must check the submittals for compliance with the approved Construction Documents. Architect's review must not extend to the Contractor's means, methods, techniques, sequences, or procedures, unless such have previously been specified in the Construction Documents.

(D) Architect must assist the Project Manager in evaluating whether to recommend approval of requests for changes in the Work, and, if applicable, must assist with preparing proposed Change Orders.

(E) Architect must visit the Project site at intervals sufficient to monitor the progress and quality of the Work and to determine whether the Work is proceeding in conformance with the Construction Documents. Following each Project site visit, Architect must promptly provide the Project Manager with a written report of Architect's observations and recommendations, if any. If Architect becomes aware of any defects or deficiencies in the Work, Architect must provide prompt notice to the Project Manager, followed by written confirmation of that notice. If, in Architect's opinion, special testing or inspection of the Work is needed, Architect must recommend appropriate procedures and Architects to the City. Architect is not responsible for Contractor's safety precautions and programs. However, if Architect has knowledge of safety violations, Architect must give prompt notice to the City of such violations.

(F) Architect must assist the City in evaluating the Contractor's payment applications in accordance with the Construction Documents. Based on on-site observations and review of other relevant information, Architect must evaluate whether the Work has progressed to the point indicated in the payment application. Architect's review must include review of the status of the Contractor's record drawings.

(G) Architect must attend meetings with the Project Manager and Contractor(s) prior to and during construction as follows: twice monthly progress meetings.

(H) Architect must prepare and submit reports on the progress or status of the Work to the Project Manager as specified: Monthly invoicing emailed to Accounts Payable, accountspayable@brentwoodca.gov, with copies to Vatsal Patel, vpatel@brentwoodca.gov, and Renee Payette, rpayette@brentwoodca.gov.

(I) Architect must conduct inspections reasonably necessary to determine whether Contractor has achieved final completion of the Work in accordance with the Construction Contract, and must prepare a list of items to be completed or corrected (the "punch list"), including estimates of the cost for the City to correct or complete each punch list item, as well as required final submittals (e.g., warranties, manuals, as-built drawings, etc.) in order to achieve final completion.

2.8 Close Out and Post-Construction Services

(A) Architect must promptly perform all tasks reasonably necessary for Project close out. If requested, Architect must provide the City with a color schedule of all finished materials incorporated into the Project.

(B) If requested by the City, Architect must visit the Project site during the warranty period to advise the City on the need for warranty work, as determined by the City.

(C) All Project plans, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, must be and remain the property of the City for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the Project. The City reserves the right to use the Construction Documents, record drawings, or estimates related to the Project for the purposes of additions, alignments, or other development on or near the site or elsewhere in the City. Nothing in this provision is intended to transfer or waive Architect's copyrights over these documents, including, but not limited to, all common law, statutory, and other reserved rights, unless transferred or waived in writing by Architect. Notwithstanding the foregoing, if the City proposes to reuse the Construction Documents, in whole or in part, the City and Architect will specify the terms and conditions for the reuse in this Agreement by an amendment or addendum.

3. Additional Services. If not expressly included in Basic Services, as specified above or in RFP or the Scope of Services in Exhibit A, the following services must be provided by Architect and will be paid for as Additional Services, subject to prior written authorization by the City:

3.1 Investigation of financing or other special studies to determine the financial feasibility of the Project.

3.2 Consultations, negotiation, and the like for procurement of Project financing.

3.3 Investigation of or measured drawings of existing conditions or improvements or verification of the accuracy of the City-provided drawings or other information on existing conditions.

3.4 Surveys, site evaluations, or legal descriptions.

3.5 Soils, subsurface and environmental studies, reports and investigations required by outside agencies with jurisdiction over the Project.

3.6 Revisions to the City-approved Construction Documents which are required due to circumstances outside of Architect's control.

3.7 Design, coordination, management, expediting and other services for the procurement of materials to be obtained or work to be performed by the City, including, but not limited to technology or other specialty systems which are not otherwise required by this Agreement.

3.8 Estimates, appraisals, consultations, and related services required for the repair or replacement of an insured loss.

3.9 Preparing for or providing expert witness services or participation in out-of-court dispute resolution in connection with any Project-related dispute or adversarial proceeding to which the Architect is not a party, or potential party.

3.10 Out of town travel in connection with the Services, other than travel between Architect's office, the City's offices, and the Project site.

3.11 The City-requested services which are not included in Basic Services and are not customarily provided as part of generally accepted Architectural design services for this type of project and the region in which the Project is located.

3.12 Extended services required by non-performance, suspension, termination, or default of the Contractor in the performance of the Work, through no fault of Architect.

3.13 Preparation of special models, renderings or mock-ups, which are not included in Basic Services.

3.14 Other services as agreed to by the Parties as set forth in written amendment or addendum to this Agreement.

4. References. Architect's Services, including preparation of the Design Documents, should be informed and guided by the information or requirements included in the following document(s):

1. Preliminary Design Report
2. Environmental Clearance Document
3. Geotechnical Report
4. Utility Maps
5. Any other applicable document(s) that may assist in the design and/or construction

PART TWO - PROPOSED PROJECT SCHEDULE

<u>Activity</u>	<u>Tentative Date(s)</u>
Preliminary Design Conference	March 2024
Submit Preliminary Project Schedule	March 2024
Submit Schematic Design Documents	May 2024
Submit Design Development Documents	July 2024
Submit Construction Documents	October 2024
Publication of Bid Notice	December 2024
Bid Opening	January 2025
Award Construction Contract	February 2025
Begin Construction	March 2025
Project Completion	December 2025
Project Closeout	January 2026

AGREEMENT FOR ARCHITECTURAL SERVICES
EXHIBIT "B"

REQUEST FOR PROPOSALS

City of Brentwood
Water and Wastewater Laboratory Project, CIP No. 592-59207



January 5, 2024

To: All Interested Qualified Architectural Design Firms

**Subject: Request for Proposals for Architectural Design Services
Water and Wastewater Laboratory Project, CIP Project No. 592-59207**

The City of Brentwood invites qualified architectural design firms to submit proposals for architectural design services for the Water and Wastewater Laboratory Project, CIP Project No. 592-59207 ("Project").

The Project will construct a new, larger laboratory for the water and wastewater systems at the City's Wastewater Operations Administrative Building ("Admin Building") located at 2251 Elkins Way, Brentwood, CA.

The existing laboratory was constructed in 2002 as part of the Admin Building, which includes three workstations and an area for sampling, testing, and analysis. However, it has become outdated, outgrown its current footprint, and is not expandable within the Admin Building. The new laboratory will provide adequate laboratory space for future build-out conditions within the City's Municipal Services Corporation Yard.

To be considered, please email your proposal in PDF format to engineering@brentwoodca.gov **no later than 4:00 p.m. on February 9, 2024**, with the subject line as follows: "Proposal for Water and Wastewater Laboratory Project, CIP Project No. 592-59207."

A **mandatory** Pre-submittal Meeting is scheduled for 10:00 a.m. on Tuesday, January 23, 2024, in the Conference Room at the Wastewater Operations Administrative Building, located at 2251 Elkins Way, Brentwood.

Questions should be e-mailed to engineering@brentwoodca.gov to the attention of Vatsal Patel no later than 5:00 p.m. on January 31, 2024. Answers to questions will be shared with all firms that have obtained the RFP document. To ensure receipt of notifications regarding this RFP and to have the proposal considered valid, **this document must be obtained directly from the City**. To obtain an electronic copy of the RFP via email at no charge, complete the Document Request Form located at <https://www.brentwoodca.gov/government/projects-bids-rfps>.

RFP for Architectural Design Services Water and Wastewater Laboratory Project

Page 2 of 2

January 5, 2024

This solicitation does not commit the City to pay any costs incurred in the preparation and presentation of submittals or to select any consultant who responds. This solicitation covers only the work described herein and does not commit the City to any work beyond that described.

Sincerely,



Vatsal Patel, P.E.
Engineering Manager

Attachments:

- Request for Proposals
- Exhibit A – Sample Agreement for Architectural Services
- Exhibit B – Scope of Services
- Exhibit C – Site Maps



City of Brentwood

REQUEST FOR PROPOSALS for Architectural Design Services

Water and Wastewater Laboratory Project CIP Project No. 592-59207



Date of Issuance:	January 5, 2024
Pre-Submittal Meeting Date:	10:00 a.m. on January 23, 2024
Request for Information Deadline:	5:00 p.m. on January 31, 2024
Proposal Deadline	4:00 p.m. on February 9, 2024

CITY OF BRENTWOOD REQUEST FOR PROPOSALS

The City of Brentwood (“**City**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for architectural design services for its Water and Wastewater Laboratory Project, CIP Project No. 592-59207 (“**Project**”).

1. ABOUT THE CITY

The City is a general law city located in east Contra Costa County, with an estimated population of 65,300. Additional information about the City is available online at: <https://www.brentwoodca.gov>.

2. THE PROJECT

A. Summary. The City requires architectural design services (“**Services**”) for its Project. The Project involves construction of a new, larger laboratory at the City’s Wastewater Operations Administrative Building (“Admin Building”) located at 2251 Elkins Way, Brentwood. The Services required for the Project include architectural services to develop and prepare construction design documents for the Project.

B. Form of Agreement. A copy of the City’s standard Agreement for Architectural Services (“**Agreement**”) is attached and incorporated as **Exhibit A**. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached and incorporated as **Exhibit B**. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

D. Site Maps. Attached as **Exhibit C**.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the Request for Proposal (“**RFP**”), the RFP attachments, the RFP procedures, the Project, or the required Services may only be submitted via email to Engineering@brentwoodca.gov by 5:00 p.m., January 31, 2024 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. A Pre-Submittal Meeting will be held at 10:00 a.m. on January 23, 2024, in the Conference Room at the Wastewater Operations Administrative Building (2251 Elkins Way, Brentwood). Prospective Respondents will have the

opportunity to ask questions about the RFP and the required Services. Respondents will be required to sign-in at the Pre-Submittal Meeting and to provide an email address for the Respondent's representative for receipt of any subsequent addenda. The Pre-Submittal Meeting is **mandatory**, and the City may, acting in its sole discretion, disregard any Proposal submitted by a Respondent that failed to attend or failed to arrive on time for the Pre-Submittal Meeting.

C. Submittal Instructions. Proposals must be **received** by the City by or before February 9, 2024 at 4:00 p.m. Pacific Standard Time ("**Proposal Deadline**"). Respondent must submit one copy of the Proposal in PDF format via email to Vatsal Patel, Engineering Manager at Engineering@brentwoodca.gov with the subject line stating: "Proposal for Water and Wastewater Laboratory Project, CIP Project No. 592-59207" by the Proposal Deadline. Late submissions will be disregarded.

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP.

ACTIVITY	PLANNED DATES/TIME
RFP Issued	January 5, 2024
Mandatory Pre-Submittal Meeting	January 23, 2024 at 10:00 a.m.
Request for Information Deadline	January 31, 2024 by 5:00 p.m.
Proposal Deadline	February 9, 2024 by 4:00 p.m.
Interviews (if requested by City)	February 16, 2024
Notice of Selection	February 20, 2024
Council Consideration of Award	March 12, 2024
Commence Services	March 26, 2024
Project Completion	November 30, 2024

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Exhibits to this RFP. Addenda will be posted on the City's website at <https://www.brentwoodca.gov/government/projects-bids-rfps>. Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Unless requested, do not attach brochures or promotional materials to the Proposal. Proposals should not exceed sixteen (16) one-sided pages, excluding any tabs or dividers, cost sheet(s), and cover page(s). However, resumes may be included in an appendix and will not be counted in the total page count. By submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) Type of organization (e.g. corporation, partnership, sole proprietorship; and State of formation);
- (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the City; and
- (4) Contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state their name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years for projects that are similar in scope and nature to the Project described in this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each sub-consultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such sub-consultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a lump sum price and cost breakdown for the Services that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, and any additional cost(s) the City would incur if Respondent is awarded the Agreement. Attach a copy of billing rates that would apply to any authorized additional Services.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services and/or cost savings for the Project as a whole.

5. EVALUATION

The factors that the City will consider in evaluating Proposals are as follows:

• General qualifications	1-15 points
• Relevant experience	1-15 points
• Proposed staffing	1-15 points
• Pricing	1-15 points
• Proposed approach	1-10 points
• Responsiveness	1-10 points
• References	1-10 points
• <u>Interview (if requested)</u>	<u>1-10 points</u>
Total Points Possible	100 points

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that provides the best value to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents. Interviews are not public meetings as defined by California open meeting laws (the Brown Act).

B. Award. The City staff will recommend award of the Agreement, if at all, to the Respondent that is determined by the staff to offer the best value to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the best value. The Respondents will be notified of staff's intended recommendation by a Notice of Selection, which will be posted on the City's website at <https://www.brentwoodca.gov/government/projects-bids-rfps>, and which may also be emailed to each Respondent that submits a Proposal. The City Council or awarding officer will award the Agreement, if at all, to the Respondent that is determined by the City Council, acting in its sole discretion, to offer the best value to the City.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to Vatsal Patel, Engineering Manager, at Engineering@brentwoodca.gov, and must clearly specify the basis for the protest. The protest will be reviewed by Allen Baquilar, Director of Engineering/City Engineer, in consultation with the City Attorney's Office, and the reviewing individual's determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. In accordance with Government Code Section 1090, Respondents who have participated in preliminary discussions, negotiations, reasoning, planning, and/or drawing of plans and specifications for previous agreements related to the same scope of work, will be excluded from consideration for the award of the Agreement. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "Act"), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

Attachments:

Exhibit A – Form of Agreement
Exhibit B – Scope of Services
Exhibit C – Site Maps

Exhibit A – Form of Agreement

The City utilizes standard contract provisions for all professional and technical services agreements. A sample agreement is herein attached for your review. Submission of a proposal constitutes acceptance of the agreement format and provisions.

Exhibit A

AGREEMENT FOR ARCHITECTURAL SERVICES
[Insert Name of Architect]

THIS AGREEMENT FOR ARCHITECTURAL SERVICES ("Agreement") is made and entered into as of the [redacted] day of [redacted], 2024 by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and [redacted], a [redacted] ("Architect") (each a "Party" and collectively, the "Parties").

RECITALS

A. City does not have available personnel specifically trained and experienced to perform the architectural services required and requires the professional services of an individual or business entity with the necessary license, qualifications and experience to provide architectural services for the City's Water and Wastewater Laboratory Project, CIP Project No. 592-59207 (the "Project").

B. Architect has the necessary license, professional skills and experience necessary to perform the architectural services described in this Agreement, and as further described in Exhibit A to this Agreement ("Exhibit A"), and in the City's Request for Proposals for architectural Services for the Project, dated January 5, 2024 ("RFP"), attached as Exhibit B, both of which exhibits are incorporated herein.

C. City desires to engage Architect to provide these architectural services by reason of its qualifications and experience in performing such services.

D. Architect has submitted a proposal to City, dated <Month and Day>, 20<Year> ("Proposal"), attached as Exhibit C and incorporated herein, in response to the City's RFP, and has affirmed its willingness and ability to provide such Architectural services on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Definitions. The following definitions apply to the body of this Agreement and Exhibit A unless otherwise indicated. Defined terms are capitalized in the Agreement with the exception of the words "day" and "including."

1.1 Additional Services means Architectural services in addition to the Basic Services, which are provided pursuant to the City's written request or prior written authorization.

1.2 Basic Services means those Architectural services necessary for design and construction of the Project, as specified in Exhibit A and in the RFP and Proposal.

1.3 Change Order means a written document approved and signed by the City after execution of the Construction Contract, which changes the scope of Work, the Construction Contract Price, or the Construction Contract Time.

1.4 City Engineer means the current or acting City Engineer and Director of Public Works for the City of Brentwood or his or her authorized delegee.

1.5 Construction Contract means the signed agreement between the City and Contractor, which includes and incorporates the Construction Documents.

1.6 Construction Contract Price means the total compensation to be paid to the Contractor for performance of the Work, as set forth in the Construction Contract.

1.7 Construction Contract Time means the time within which the Contractor is required to perform the Work, as set forth in the Construction Contract and as may be amended by Change Order.

Exhibit A

1.8 Construction Documents means all of the documents that are prepared following approval of the Design Development Documents for bidding and construction of the Project, as further detailed in Exhibit A.

1.9 Contractor means the individual, partnership, corporation, or other entity which has signed the Construction Contract with the City to perform the Work. "Contractor" includes the Contractor's subcontractors, unless the context indicates otherwise.

1.10 Day means a calendar day unless otherwise specified.

1.11 Design Development Documents means detailed documents which are prepared following approval of the Schematic Design Documents, as further detailed in Exhibit A.

1.12 Design Documents means, collectively, the plans, drawings and specifications prepared or provided by the Architect for the Project at all design stages, including Schematic Design Documents, Design Development Documents and Construction Documents.

1.13 Including, whether or not capitalized, means "including; but not limited to" unless the context requires otherwise.

1.14 Project Manager means the City employee or representative with primary responsibility for overseeing design and construction of the Project and who will be Architect's sole point of contact for the City unless otherwise stated. The Project Manager for this Project is Vatsal Patel.

1.15 Project Schedule means the detailed schedule developed by the Architect, and subject to the City's approval, for design and construction of the Project, based on the Proposed Project Schedule provided in Exhibit A.

1.16 Proposed Project Schedule means the proposed Project schedule provided by the City in Exhibit A to this Agreement.

1.17 Rate Schedule means the schedule listing the hourly rates for Architect's staff and rates for costs associated with providing the Services. The Rate Schedule is included in the Proposal.

1.18 Schematic Design Documents means preliminary drawings and related documents showing the Project's basic components, scale and location, as further detailed in Exhibit A.

1.19 Services means all architectural and related services required under this Agreement, including all Basic Services and any authorized Additional Services.

1.20 Work means the Contractor's construction and services necessary or incidental to constructing the Project in conformance with the requirements of the Construction Documents.

2. Scope of Services. Architect, acting in its capacity as an architect licensed under California law, will provide the Basic Services necessary to design and construct the Project in accordance with the City's requirements, as set forth in Part One – Scope of Services in Exhibit A, and will provide those Additional Services, if any, as requested and authorized in writing by the City.

3. Personnel and Subconsultants. Architect will be responsible for employing or engaging all persons necessary to perform the Services. Architect will control the manner and means of the services to be performed by its employees and subconsultants. All of Architect's staff will be qualified by training and experience to perform their assigned tasks. Architect will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and Architect, if any, and will keep the Services under its control. On demand of City, if any employee or Architect fails or refuses to carry out the provisions of

Exhibit A

this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3.1 Architect's Key Personnel. The Architect's key personnel assigned to this Project, as specified in Architect's Proposal, may not be changed without the prior written approval of the City. Architect must promptly notify the City in writing of any changes or proposed changes to the key personnel identified in the Proposal (or subsequently approved by the City), and of any changes to the contact information (telephone and email) for any key personnel.

3.2 Architect's Principal Representative. Architect's principal representative assigned to this Project is <Name and Title>, who will have full authority from Architect to receive and act on instructions from the City.

3.3 Subconsultants. Architect may not engage the services of any subconsultant for this Project, including, but not limited to, firms or individuals providing specialized architectural or engineering services, without obtaining the City's prior written approval. The City's approval must not be deemed to create any contractual relationship between the City and any such subconsultant, except that the City must be considered a third party beneficiary of such services for the Project. Architect must bind its subconsultants in the same manner as Architect is bound to the City under this Agreement, including, but not limited to, the insurance and indemnity requirements.

3.4 Warranty of Qualifications. Architect warrants and represents that Architect, its personnel, and its subconsultants are each duly qualified, licensed, and authorized by law to perform the Architectural and related services required under this Agreement.

4. Standard of Performance. Architect acknowledges that in entering into this Agreement the City is relying on Architect's special Architectural skills and experience to do and perform the Services. The Services provided by Architect pursuant to this Agreement must, at all times, meet or exceed the standard of care applicable to experienced, licensed civil engineers performing similar work in the area in which the Project is located. Similarly, the Services provided by any subconsultant must meet or exceed the standard of care applicable to others practicing in the subconsultant's field and performing similar work in the area in which the Project is located. The acceptance of the Services by City does not release Architect from these obligations.

5. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of the Services by Architect.

6. Schedule.

6.1 Time is of the essence for providing the Services. Architect will generally adhere to the approved Project Schedule provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Architect's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Architect's officers or employees.

6.2 Architect acknowledges the importance to City of City's Project Schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Architect's performance must be governed by sound practices. Architect will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

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7. Compensation.

7.1 The total fee payable for the Basic Services to be performed during the term of this Agreement will be based on the Rate Schedule, for a not to exceed amount of <Amount in Words> dollars (<Amount in Numerals>), including authorized expense reimbursements, or as otherwise specified in Exhibit A. Any authorized Additional Services will be paid for based on the Rate Schedule. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services.

7.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

7.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Architect in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Architect on account of Services not performed satisfactorily, delays in Architect's performance of Services, or other defaults hereunder.

8. Status of Architect.

8.1 Architect will perform the Services in Architect's own way, by controlling the manner and means of the work City needs completed, and pursuant to this Agreement as an independent contractor and in pursuit of Architect's independent calling, and not as an employee of City. The persons used by Architect to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever.

8.2 The payment made to Architect pursuant to the Agreement will be the full and complete compensation to which Architect is entitled. City will not make any federal or state tax withholdings on behalf of Architect or its agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Architect or its employees or subconsultants. Architect agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Architect or any agent, employee, or subconsultant of Architect for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Architect.

9. Subcontracting. Architect's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit A, Architect will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Architect subcontracts any of the Services, Architect will be fully responsible to City for the acts, errors and omissions of Architect's subconsultant and of the persons either directly or indirectly employed by the subconsultant, as Architect is for the acts and omissions of persons directly employed by Architect. Nothing contained in this Agreement will create any contractual relationship between any subconsultant of Architect and City. Architect will be responsible for payment of subconsultants. Architect will bind every subconsultant and every subconsultant of a subconsultant by the terms of this Agreement applicable to Architect's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

10. Other Architects. The City reserves the right to employ other consultants in connection with the Project or the Services.

11. Indemnification. Architect agrees to indemnify, including the cost to defend, City, its officers, agents, volunteers and employees from any and all claims, demands, costs or liability (collectively, "Liability") that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of

Exhibit A

Architect and its agents in the performance of Services under this Agreement, but this indemnity does not apply to Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and will survive the expiration or termination of this Agreement with respect to any Liability arising from or caused during the term of the Agreement.

12. Insurance. Architect will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Architect or Architect's agents, representatives, employees or subconsultants. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

12.1 Coverages and Limits. Architect will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Architect's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Architect pursuant to this Agreement are adequate to protect Architect. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Architect will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Architect believes that any required insurance coverage is inadequate, Architect will obtain such additional insurance coverage, as Architect deems adequate, at Architect's sole expense.

12.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

12.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

12.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Architect has no employees and provides, to City's satisfaction, a declaration stating this.

12.1.4 Professional Liability. Errors and omissions liability appropriate to Architect's profession with limits of not less than \$1,000,000 per claim. The professional liability insurance must include prior acts coverage.

12.2 Endorsements. For Commercial General Liability Insurance, Architect will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Architect will furnish certificates of insurance and endorsements to City.

12.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

12.4 Failure to Maintain Coverage. If Architect fails to maintain any of these insurance coverages, then City will have the option to declare Architect in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Architect is responsible for any payments made by City to obtain or maintain insurance

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and City may collect these payments from Architect or deduct the amount paid from any sums due Architect under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

12.6 Primary Coverage. For any claims related to the Services and this Agreement, the Architect's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Architect's insurance and not contributory with it.

12.7 Reduction in Coverage/Material Changes. Architect will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

12.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

13. Business License. Architect will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

14. Maintenance of Records. Architect will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Architect will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Architect will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

15. Ownership of Documents.

15.1 All product produced by Architect or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Architect or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Architect will have the right to make one (1) copy of the Work Product for Architect's records.

15.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Architect; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another Architect to use, the Work Product, City agrees to hold Architect harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Architect, or anyone for whose acts it is responsible, in preparation of the Work Product. Architect will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

16. Copyrights. Architect agrees that all copyrights that arise from the Services will be vested in City and Architect relinquishes all claims to the copyrights in favor of City.

17. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Architect in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Architect will not make any of these documents or information available to any individual or organization not employed by the Architect or the City without the written consent of the City before any such release.

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18. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone No. (925) 516-5307
Attn: Vatsal Patel
Email: vpatel@brentwoodca.gov

For Architect:

Name:
Title:
Address:
Phone No.:
Attn:
Email:

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

19. Conflicts of Interest.

19.1 City will evaluate Architect's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Architect or any of Architect's employees, agents, or subcontractors. Should it be determined that disclosure is required, Architect or Architect's affected employees, agents, or subconsultants will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

19.2 Architect understands that its professional responsibility is solely to City. Architect warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Architect further warrants that neither Architect, nor Architect's agents, employees, subcontractors and Architects have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Architect will file with the City an affidavit disclosing this interest. Architect will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Architect discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Architect will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

20. General Compliance with Laws. Architect will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Architect, or in any way affect the performance of the Services by Architect. Architect will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

21. Pandemic Health Laws. Architect's duty to comply with Laws includes compliance by Architect and Subcontractors with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

22. Discrimination and Harassment Prohibited. Architect will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

23. Termination. In the event of the Architect's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Architect in writing pursuant to the notice provisions of this Agreement. Architect has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination

Exhibit A

of fact based upon the work product delivered to City and of the percentage of work that Architect has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Architect, whether located at the project site, at Architect's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Architect will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Architect will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

24. Covenants Against Contingent Fees. Architect warrants that Architect has not employed or retained any company or person, other than a bona fide employee working for Architect, to solicit or secure this Agreement, and that Architect 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 will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

25. Claims And Lawsuits. By signing this Agreement, Architect agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Architect acknowledges that if a false claim is submitted to City by Architect, it may be considered fraud and Architect may be subject to criminal prosecution. Architect acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity.

26. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement will be governed by the laws of the State of California.

27. Testimony. Architect will testify at City's request if litigation is brought against City in connection with Architect's services under this Agreement. Unless the action is brought by Architect, or is based upon Architect's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Architect will compensate Architect for time spent in preparation for testimony, testimony, and travel at Architect's standard hourly rates at the time of actual testimony.

28. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Architect without the prior written consent of City, which will not be unreasonably withheld.

29. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

30. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

Exhibit A

31. Entire Agreement and Order of Precedence. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties. Notwithstanding that the RFP and Proposal are incorporated into this Agreement as Exhibit B and Exhibit C, respectively, if any provision in the Proposal or the RFP differs from or is inconsistent with the terms of this Agreement, including Exhibit A, the terms of this Agreement, including Exhibit A, will take precedence over any such differing or inconsistent provision. Likewise, to the extent any terms in the Proposal differ from or are inconsistent with the terms of the RFP, the terms of the RFP will take precedence over any differing or inconsistent terms in the Proposal.

32. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Architect each represent and warrant that they have the legal power, right and actual authority to bind Architect to the terms and conditions of this Agreement.

[Signatures on the following page]

Exhibit A

33. Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

34. Signatures.

34.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

34.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

ARCHITECT:

CITY:

* By: _____

By: _____

Tim Y. Ogden, City Manager

Printed Name: _____

Title: _____

ATTEST:

** By: _____

By: _____

Margaret Wimberly, City Clerk

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Its: _____

If required by City, proper notarial acknowledgment of execution by Architect must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

*Group A.
Chairman,
President, or
Vice-President

**Group B.
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member or the LLC must attach a resolution empowering the signatory to bind the LLC.

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If a partnership:

- The Agreement must be signed by the Managing Partner or the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.

SAMPLE

Exhibit A

AGREEMENT FOR ARCHITECTURAL SERVICES

<Name of Architect>

Water and Wastewater Laboratory Project, CIP No. 592-59207
EXHIBIT "A"PART ONE - SCOPE OF SERVICES

1. General. Architect must provide Architectural design and related services for the Project, as more particularly described in the RFP and Proposal, including and subject to the following general requirements.

1.1 Preliminary Design Conference. Following the City's execution of this Agreement, or as otherwise specified in Exhibit A, Architect must attend a preliminary design conference with the Project Manager. At the request of the Project Manager, the Architect must submit written minutes of the preliminary design conference in order to demonstrate its understanding of the Project requirements.

1.2 City Approval. Architect may not proceed with the development of successive Design Documents, as detailed below in Section 2, until it has received written approvals from the City. Architect must promptly review and revise the following to the City's satisfaction, without additional compensation:

(A) Design Documents submitted for City approval and to which the City has objections; and

(B) Design Documents which have been determined by the City to present excessive cost or constructability problems.

1.3 Governmental Approval. Architect must assist the City with obtaining the required approvals from applicable governmental agencies with jurisdiction over the Project.

1.4 Architect will control the manner and the means of the services to be provided, and be responsible for the professional quality, technical accuracy and coordination of the Services. Architect will, without additional compensation, correct or revise any errors or deficiencies in the Services.

1.5 Architect will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

2. Basic Services. In addition to the tasks specified in the RFP and Proposal, Architect's Basic Services include the following:

2.1 Project Schedule. Following the City's execution of this Agreement, Architect must prepare and submit for the City Engineer's review and approval a preliminary Project Schedule, based on the Proposed Project Schedule included in in Part Two, below,, showing the timing and sequencing of the major design and construction phases required to complete the Project. The preliminary Project Schedule should include times for completion of all major phases of environmental procedures, if applicable; design; bidding; construction; final close out; or as otherwise specified by the Project Manager. The Project Schedule must be updated for the City Engineer's review and approval upon completion of each major phase included in the Project Schedule.

2.2 Cost Estimate. Following the City's execution of this Agreement, Architect must prepare and submit for the City Engineer's review and approval a preliminary estimate of the cost to construct the Project. As the design process progresses, Architect must submit updates to the preliminary cost estimate for the City's approval concurrent with its submission of the Schematic Design Documents, Design Development Documents, and Construction Documents, respectively. If at any time, an updated cost estimate exceeds the City's previously approved cost estimate, Architect must provide the City with recommendations for constructing the Project within the City's budget.

Exhibit A

2.3 Schematic Design Documents. Within the time specified in the approved Project Schedule, Architect must prepare and submit for the City Engineer's review and approval Schematic Design Documents consisting of drawings, outline specifications, and other documents showing the Project's basic components, scale, and location on the Project site. The Schematic Design Documents must include, to the extent applicable, conceptual plans of the Project site and improvements; preliminary sections and elevations; approximate areas, volumes, and dimensions; and preliminary selections of materials and systems. The Schematic Design Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Schematic Design Documents.

2.4 Design Development Documents. Based on the approved Schematic Design Documents and within the time specified in the approved Project Schedule, Architect must prepare for the City Engineer's review and approval the Design Development Documents. The Design Development Documents must further define the Project, including drawings and outline specifications fixing and describing the Project size, character and site relationships, and other appropriate elements describing the structural, engineering, mechanical and electrical systems, as applicable. The Design Development Documents must include, as applicable, plans, sections and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general quality levels. When submitting the Design Development Documents for the City Engineer's approval, the Architect must identify in writing all material changes and deviations, if any, that have taken place since approval of the Schematic Design Documents, including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Design Development Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Design Development Documents.

2.5 Construction Documents. Based on the approved Design Development Documents and within the time specified in the approved Project Schedule, Architect must prepare for the City Engineer's review and approval, and required governmental agency approval(s), if applicable, Construction Documents setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and technical specifications that comply with all applicable codes, laws, ordinances and regulations in effect at the time of their preparation at the location of the Project, and as further specified in the RFP. The Construction Documents must be submitted to the City Engineer in electronic form, ready to be added to the front end documents, which will be prepared by the City using the City's approved front end documents. When submitting the Construction Documents for the City Engineer's approval, the Architect must identify in writing all material changes and deviations, if any, that have taken place since approval of the Design Development Documents including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Construction Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Construction Documents.

2.6 Bidding Phase Services. Architect must assist the City during the bidding phase, including, if applicable, prequalification of bidders; conducting pre-bid meetings or site walks; issuance of addenda; bid review; and review of bid protests. If the lowest responsive bid exceeds the final approved construction cost estimate by twenty-five percent or more, and the City, acting in its sole discretion decides to reject all bids and re-bid the Project, Architect must, at no additional cost to the City, work with the City to make the modifications to the Construction Documents to reduce the cost of construction so as not to exceed the previously approved construction cost estimate by more than the stated additional percentage.

2.7 Construction Phase Services. During the Construction Phase the Architect must provide the following services to the City, as more particularly specified in Exhibit A:

(A) General administration of the Construction Contract including: review and advise the Project Manager as to the accuracy and reasonableness of Contractor's schedule of values; coordinate the Project Schedule with the Contractor's Work schedule; provide prompt and complete responses to

Exhibit A

Contractor's requests for information; and coordinate efforts with the Project Manager to ensure the Project is completed in a timely, cost-effective manner, consistent with the City's requirements.

(B) Ongoing design services as needed, including: interpretations and clarifications of the Construction Documents provided by the Architect; and preparation of design details for Change Orders, as needed for the proper execution and progress of the Work and consistent with the intent of the approved Construction Documents.

(C) Architect must timely review Contractor's design-related submittals, including shop drawings, product data and samples, and issue written approvals of and/or recommendations to the City within ten days of receipt of each such submittal, unless additional time is required based on the nature of the submittal, in which case the review must be completed as soon as practicable under the circumstances. Architect must check the submittals for compliance with the approved Construction Documents. Architect's review must not extend to the Contractor's means, methods, techniques, sequences, or procedures, unless such have previously been specified in the Construction Documents.

(D) Architect must assist the Project Manager in evaluating whether to recommend approval of requests for changes in the Work, and, if applicable, must assist with preparing proposed Change Orders.

(E) Architect must visit the Project site at intervals sufficient to monitor the progress and quality of the Work and to determine whether the Work is proceeding in conformance with the Construction Documents. Following each Project site visit, Architect must promptly provide the Project Manager with a written report of Architect's observations and recommendations, if any. If Architect becomes aware of any defects or deficiencies in the Work, Architect must provide prompt notice to the Project Manager, followed by written confirmation of that notice. If, in Architect's opinion, special testing or inspection of the Work is needed, Architect must recommend appropriate procedures and Architects to the City. Architect is not responsible for Contractor's safety precautions and programs. However, if Architect has knowledge of safety violations, Architect must give prompt notice to the City of such violations.

(F) Architect must assist the City in evaluating the Contractor's payment applications in accordance with the Construction Documents. Based on on-site observations and review of other relevant information, Architect must evaluate whether the Work has progressed to the point indicated in the payment application. Architect's review must include review of the status of the Contractor's record drawings.

(G) Architect must attend meetings with the Project Manager and Contractor(s) prior to and during construction as follows: twice monthly progress meetings.

(H) Architect must prepare and submit reports on the progress or status of the Work to the Project Manager as specified: Monthly invoicing emailed to Accounts Payable, accountspayable@brentwoodca.gov, with copies to Vatsal Patel, vpatel@brentwoodca.gov and Renee Payette, rpayette@brentwoodca.gov.

(I) Architect must conduct inspections reasonably necessary to determine whether Contractor has achieved final completion of the Work in accordance with the Construction Contract, and must prepare a list of items to be completed or corrected (the "punch list"), including estimates of the cost for the City to correct or complete each punch list item, as well as required final submittals (e.g., warranties, manuals, as-built drawings, etc.) in order to achieve final completion.

2.8 Close Out and Post-Construction Services

(A) Architect must promptly perform all tasks reasonably necessary for Project close out. If requested, Architect must provide the City with a color schedule of all finished materials incorporated into the Project.

Exhibit A

(B) If requested by the City, Architect must visit the Project site during the warranty period to advise the City on the need for warranty work, as determined by the City.

(C) All Project plans, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, must be and remain the property of the City for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the Project. The City reserves the right to use the Construction Documents, record drawings, or estimates related to the Project for the purposes of additions, alignments, or other development on or near the site or elsewhere in the City. Nothing in this provision is intended to transfer or waive Architect's copyrights over these documents, including, but not limited to, all common law, statutory, and other reserved rights, unless transferred or waived in writing by Architect. Notwithstanding the foregoing, if the City proposes to reuse the Construction Documents, in whole or in part, the City and Architect will specify the terms and conditions for the reuse in this Agreement by an amendment or addendum.

3. Additional Services. If not expressly included in Basic Services, as specified above or in RFP or the Scope of Services in Exhibit A, the following services must be provided by Architect and will be paid for as Additional Services, subject to prior written authorization by the City:

3.1 Investigation of financing or other special studies to determine the financial feasibility of the Project.

3.2 Consultations, negotiation, and the like for procurement of Project financing.

3.3 Investigation of or measured drawings of existing conditions or improvements or verification of the accuracy of the City-provided drawings or other information on existing conditions.

3.4 Surveys, site evaluations, or legal descriptions.

3.5 Soils, subsurface and environmental studies, reports and investigations required by outside agencies with jurisdiction over the Project.

3.6 Revisions to the City-approved Construction Documents which are required due to circumstances outside of Architect's control.

3.7 Design, coordination, management, expediting and other services for the procurement of materials to be obtained or work to be performed by the City, including, but not limited to technology or other specialty systems which are not otherwise required by this Agreement.

3.8 Estimates, appraisals, consultations, and related services required for the repair or replacement of an insured loss.

3.9 Preparing for or providing expert witness services or participation in out-of-court dispute resolution in connection with any Project-related dispute or adversarial proceeding to which the Architect is not a party, or potential party.

3.10 Out of town travel in connection with the Services, other than travel between Architect's office, the City's offices, and the Project site.

3.11 The City-requested services which are not included in Basic Services and are not customarily provided as part of generally accepted Architectural design services for this type of project and the region in which the Project is located.

3.12 Extended services required by non-performance, suspension, termination, or default of the Contractor in the performance of the Work, through no fault of Architect.

Exhibit A

3.13 Preparation of special models, renderings or mock-ups, which are not included in Basic Services.

3.14 Other services as agreed to by the Parties as set forth in written amendment or addendum to this Agreement.

4. References. Architect's Services, including preparation of the Design Documents, should be informed and guided by the information or requirements included in the following document(s):

1. Preliminary Design Report
2. Environmental Clearance Document
3. Geotechnical Report
4. Utility Maps
5. Any other applicable document(s) that may assist in the design and/or construction

PART TWO - PROPOSED PROJECT SCHEDULE

<u>Activity</u>	<u>Tentative Date(s)</u>
Preliminary Design Conference	March 2024
Submit Preliminary Project Schedule	March 2024
Submit Schematic Design Documents	May 2024
Submit Design Development Documents	July 2024
Submit Construction Documents	October 2024
Publication of Bid Notice	December 2024
Bid Opening	January 2025
Award Construction Contract	February 2025
Begin Construction	March 2025
Project Completion	December 2025
Project Closeout	January 2026

Exhibit A

AGREEMENT FOR ARCHITECTURAL SERVICES
EXHIBIT "B"

REQUEST FOR PROPOSALS

City of Brentwood
Water and Wastewater Laboratory Project, CIP No. 592-59207

[Attach City's RFP, including any exhibits thereto.]

SAMPLE

Exhibit A

AGREEMENT FOR ARCHITECTURAL SERVICES
EXHIBIT "C"

PROPOSAL

<Name of Architect>

City of Brentwood
Water and Wastewater Laboratory Project, CIP No. 592-59207

[Attach Architect's Proposal, including any exhibits thereto.]

SAMPLE

Exhibit B – Scope of Services

The Water and Wastewater Laboratory Project (“Project”) is a Capital Improvement Program project that will construct a new, larger laboratory for the water and wastewater systems on the City’s Wastewater Operations Administrative Building (“Admin Building”) site located at 2251 Elkins Way, Brentwood.

The existing laboratory was constructed in 2002 as part of the Admin Building, which includes three (3) workstations and an area for sampling, testing, and analysis. However, it has become outdated, outgrown its current footprint, and is not expandable within the Admin Building.

Therefore, the Project would construct a new, larger laboratory to provide adequate laboratory space for future build-out conditions within the City’s Municipal Services Corporation Yard. The new laboratory space will be located behind the existing Admin Building, see site maps herein attached as Exhibit C.

The new laboratory shall include spaces for staff, sampling and testing, work areas for equipment, and storage. The basic design of the new laboratory should include, but not be limited to: two (2) offices for the Lab Supervisor and the Environmental Compliance Inspector; three (3) cubicle workstations for the Lab Technicians; Sampling Room for the storage, preparation, and supplies of the test samples as well as refrigerators for storage of test samples; Microbiology and Ion-chromatography Rooms for testing and analysis of water and wastewater; an open space in the center for a work area and various lab equipment; a separate Storage Room for general and records storage; and be designed to meet all applicable codes, regulations, and City standards. The exterior finish shall be consistent with that of the Admin Building and other structures within the City’s Municipal Services Corporation Yard.

Design Services

All design services work that will be necessary to complete the Project from design, construction, and close-out shall be done under the supervision of, and stamped by a Professional Architect licensed in the State of California. The scope of design services work shall include, but not be limited to:

- Preparing all reports that are necessary to acquire permits from various agencies such as, Air Resources Board for Authority to Construct and Operate and the Regional Water Quality Control Board for Construction Stormwater Permits;
- Preparing a Preliminary Design Report that includes as a minimum a project summary, design criteria, site master plan, exterior and interior circulation, connection to the existing Admin Building, laboratory access, geotechnical analysis and assessment, architectural and structural design criteria, overview of electrical, instrumentation and control requirements, National Pollutant Discharge Elimination System (“NPDES”) permit compliance, project schedule, and construction cost estimate;
- Preparing a minimum of three (3) layout alternatives. Layouts to be presented and reviewed by the City. Modify the selected layout to finalize, as needed;

- Preparing design development documents; such as, site plan, layout and sections, interior and exterior elevations, wall sections, reflected ceiling plan, building systems plans, outline specifications for basic materials and systems, material samples, color board, and exterior rendering;
- Meeting with City to develop and implement sustainability standards;
- Participating in PG&E's Savings by Design program to ensure an energy-efficient design; and
- Preparing Construction Documents (Plans, Specifications, and Construction Cost Estimates):
 - Prepare 30%, 60%, 90%, 100% design submittal plans, technical specifications, and construction cost estimates;
 - Prepare Geotechnical Report to be used during design and support all new facilities to be constructed;
 - Prepare civil design, including all underground utilities, grading, earthwork calculations, erosion control, and paving. Civil design shall also evaluate the most appropriate means for compliance with General Permit for Storm Water Discharges Associated with Industrial Activities Order NPDES No. CAS000001;
 - Prepare landscaping, lighting, and security design for the surrounding area;
 - Design all architectural, structural, mechanical, electrical, and plumbing for all structures and facilities to be constructed;
 - Design for compliance with the Americans with Disabilities Act;
 - Prepare and complete Title 24 calculations; and
 - Assist the City of Brentwood Building Division's Building Permit process:
 - Review and prepare responses to the plan check comments.
 - Prepare revisions to the construction documents for resubmittal.
 - Attend in meetings to discuss plan check comments, as needed.

The City requires two (2) hard copies and electronic (PDF) formats.

Environmental Clearance & Document

A California Environmental Quality Act analysis including the Initial Study and Mitigated Negative Declaration document is being completed and prepared concurrently by the City's Environmental Consultant.

The selected design firm is to work closely with the City's Environmental Consultant to ensure all the processes, design criteria discussed and required permits for construction in the finalized document are addressed appropriately, as needed. The document is expected to be finalized either before the design begins or at the latest, before the Preliminary Design Report is due.

Surveying

All survey work shall be performed under the supervision of a Licensed Surveyor to practice land surveying in the State of California. The scope of surveying services required for this project includes, but is not limited to:

- Preparing all topographic surveys needed to study and design this project, 20-scale with 1-ft contours;
- Preparing topographic maps;
- Providing necessary office and field documentation to the City;
- Preparing control surveys (horizontal and vertical, vertical datum set to NAVD88);
- Completing construction staking; and
- Certifying building pad (for elevation); and
- Setting new monuments for the City's Municipal Services Corporation Yard, as needed.

In addition to hard copies, all survey data will be provided to the City in a digital drawing file compatible with Auto CAD 2012 or newer version.

Local Agencies and Utility Coordination

Coordinating with all affected local agencies and utilities is essential to the success of this Project. The following is a list of the local agencies and utilities that may be affected by this Project:

- Pacific Gas and Electric (PG&E);
- AT&T;
- Comcast;
- Contra Costa County Flood Control District;
- Contra Costa Fire District Protection District; and
- City of Brentwood - sewer, potable and non-potable water, storm drain, fiber optic, SCADA, landscape, irrigation, street lights and City-owned electrical and gas lines, as well as building and electrical permits.

The scope of this Project includes all coordination with affected local agencies and utilities including those not mentioned above that may have facilities or jurisdiction within the Project area. All utilities shall be clearly identified in the plans.

Project Timeline

RFP Available from City	January 5, 2024
Mandatory Pre-Submittal Meeting	January 23, 2024 at 10:00 a.m.
Request for Information Deadline	January 31, 2024 no later than 5:00 p.m.
Proposal Deadline	February 9, 2024 no later than 4:00 p.m.
Anticipated Award of Contract	March 12, 2024

Notice to Proceed to Consultant	March 26, 2024
Estimated Design Completion	October 12, 2024
Bid Documents Available	November 12, 2024
Bid Opening	January 7, 2025
Award of Construction Contract	February 11, 2025

Design Deliverable Milestones

Preliminary Design Report	May 12, 2024
30% design with preliminary cost estimate	July 12, 2024
60% design with detailed cost estimate	August 12, 2024
90% design, draft specifications with detailed cost estimate	September 12, 2024
100% Final design, specifications with detailed cost estimate	October 12, 2024

Project Management

The selected design firm shall assign a project manager to manage all aspects of this Project and shall not change or reassign said person without prior written notice to City, nor replace individuals to whom City has a reasonable objection. The assigned project manager will be the primary contact for City staff. The project manager and other key personnel associated with specific disciplines shall meet with City staff as needed. The City will schedule these meetings as needed and the content of these meeting will be coordinated through the City. The project manager for this Project will also be available to participate in public workshops and to attend various meetings with affected jurisdictions and agencies as needed.

Bidding Support Phase

The selected design firm will participate as required and directed by the City in bidding of the Project. Responsibilities included, but are not limited to, responding to questions and preparing addenda, if required. Addenda(s) may include preparing supplementary drawings and specifications. The copying and distribution of the Contract Documents during Bidding shall be the responsibility of the City.

Construction Administration

It is the intent of the City to hire the selected design firm to assist with construction administration including, but not limited to:

- Preparing and providing a stamped conformed set of issued construction documents with all addenda and plan check comments;
- Participating in weekly field visits and construction meeting;
- Reviewing and responding to submittals and RFIs; and
- Providing clarifications of the construction documents, as needed; and participate in the punch-list walkthrough.

Post Construction Services

Post construction services include, but not limited to: preparing and distribution of record drawings, researching and updating the existing Operations and Maintenance (O&M) Manuals or, in the absence of, preparing new O&M Manuals for the Laboratory and assistance with warranty issues.

Exhibit C – Site Maps



REQUEST FOR PROPOSALS FOR ARCHITECTURAL DESIGN SERVICES FOR THE WATER AND WASTEWATER LABORATORY PROJECT CIP PROJECT NO. 592-59207





REQUEST FOR PROPOSALS FOR ARCHITECTURAL DESIGN SERVICES FOR THE WATER AND WASTEWATER LABORATORY PROJECT CIP PROJECT NO. 592-59207



AGREEMENT FOR ARCHITECTURAL SERVICES
EXHIBIT "C"

PROPOSAL

Advance Design Consultants, Inc.

City of Brentwood
Water and Wastewater Laboratory Project, CIP No. 592-59207



**ARCHITECTURAL DESIGN SERVICES -
WASTE WATER LABORATORY PROJECT,**
RFP FOR CIP PROJECT NO 592-59207 PREPARED FOR

CITY OF BRENTWOOD

ATTN: ENGINEERING DEPARTMENT
150 CITY PARK WAY
BRENTWOOD, CA 94513
ENGINEERING@BRENTWOODCA.GOV



998 PARK AVE., SAN JOSE, CA 95126

PRIMARY CONTACT FOR RFP:

LORENZO R. RIOS, PRINCIPAL
LORENZOJR@ADCENGINEERS.COM
408.297.1881

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A.

COVER LETTER

February 9, 2024

City of Brentwood
Engineering Department
150 City Park Way
Brentwood, CA 94513



Subject: RFP for Architectural Design Services
Water and Wastewater Laboratory Project, CIP Project No. 592-59207

Attention: Vatsal Patel; Engineering Department - engineering@brentwoodca.gov

Dear City of Brentwood Engineering Department,

Advance Design Consultants (ADC) is pleased to submit the enclosed information for your consideration in response to the request for proposals for Architectural Design Services for CIP Project No. 592-59207, Water and Wastewater Laboratory Project. Advance Design Consultants, Inc. is a corporation with headquarters in San Jose, CA. Lorenzo R. Rios, Principal will serve as the primary representative for the purposes of this RFP. He has signed this Cover Letter and would be responsible to sign the contract to bind the company should this project be awarded. His contact information is included with his signature.

The Firm. Advance Design Consultants Inc. (ADC) offers a well-established history in working with local municipalities and California Public Works agencies. Our knowledge, experience and procedural understanding allow task orders to be expedited and specific assignments executed. As a group, we take pride in the delivery of sustainable solutions; however, we recognize that a balance of economic, environmental, and reliable designs must stay within City of Brentwood's budget requirements. With a roster of comprehensive services available, our company will support the City of Brentwood during every stage of the Water and Wastewater Laboratory Project. We strive to conduct efficient, effective job site investigations and implement quality control during the entire design process. This allows our designs to be extremely accurate and very detailed. Over the decades of service to governmental agencies, we continue to strengthen our team in order to execute and maintain our high level of standards.

Outstanding Performance. As a firm, we have developed a reputation for excellence, aligning our efforts on scope, schedule and budget. ADC has held contracts from design to construction support phases. We have successfully completed projects for federal, state and municipal agencies with essentially the same team and same senior staff proposed for this project. Our experience has taught us that code and governmental agency design guidelines are always the bare minimum of how a space is to be designed. Our design teams must keep in mind that once constructed, these buildings and their design elements have to function optimally and must be easily maintained and operated over a long period of time. To fully understand how a new design will be completed and the space operated after construction, our team of architects and engineers must gather project requirements early in the design process. We must delve into how the City's Wastewater Operations team will actually use the space. Facilities such as these serve as a consistent reminder and motivation that lead our vision to define, establish and create spaces where our necessary processes can be completed effectively. ADC's experience with federal, state and local government contracts requires enhanced transparency, budget adherence and timely completion.

Project Delivery Approach and Local Government Experience. Over the last thirty-nine years, the ADC team has completed numerous projects for local Municipalities such as the Cities of San Jose, Sunnyvale, Fremont, Palo Alto, Dublin, Gilroy, Menlo Park, Monterey, Carmel, and Scotts Valley. From our prior experience, we know that the suc-



cess of any project is to assign highly experienced individuals who understand the project policies and procedures and who have been through the planning, design, and construction phases of projects that can be expected in this Architectural Design contract.

We trust our experience demonstrates how ADC aligns efficiently and effectively with the qualifications required for the completion of the Water and Wastewater Laboratory Project. ADC looks forward to the opportunity to serve the City of Brentwood's needs.

Lorenzo R. Rios, PE

A handwritten signature in blue ink, appearing to read 'Lorenzo Rios', is positioned to the left of the contact information.

Principal
Advance Design Consultants, Inc.
lorenzojr@adcengineers.com
P: (408) 297-1881 ext. 238

Advance Design Consultants, Inc.
998 Park Ave.
San Jose, CA 95126
www.adcengineers.com
Phone: 408-297-1881
Fax: 408-294-3186
Federal Tax ID: 77-0046221

B.

GENERAL QUALIFICATIONS

GENERAL QUALIFICATIONS

Established in 1984, Advance Design Consultants, Inc. (ADC) is an integrated team of architects, engineers, designers, planners, consultants and technical specialists offering a wide range of professional services. ADC has extensive experience in providing Architecture and MEP Engineering Services for local municipalities and government entities similar to the City of Brentwood. In addition to various single-project contracts, ADC currently has IDIQ, MTA or On-Call Retainer contracts to provide Architectural and/or Engineering services with the City of San Jose, City of Sunnyvale, City of Menlo Park, City of Monterey, City of Alameda, City of Fremont, City of Marina, City of San Bruno, City of Scotts Valley, County of San Mateo, City of Carmel-by-the-Sea, City of Union City, City of Vallejo, as well as and Judicial Council of CA, CalVet, and CA Military Department. Projects under these contracts include community centers, administrative facilities, public buildings, health care facilities, pump stations, county jails, data centers, City systems, transportation facilities, parking structures, and miscellaneous public spaces. The firm also has extensive experience in both laboratory and office design for federal government and commercial clients.

ADC's in-house disciplines include; Architecture, Mechanical Engineering, Electrical Engineering, Plumbing Engineering, Process Engineering and Control Engineering. In order to strengthen our core team of disciplines, ADC has developed long-lasting relationships with subconsultants that we work with on a project-by-project basis. ADC typically hold 95% of its contracts as the prime contractor.

ADC is confident it can serve as Prime on this project and provide all Architectural and MEP Engineering services that may fall under this agreement in-house.

Firm: Advance Design Consultants, Inc. (ADC)
998 Park Avenue
San Jose, CA 95126
(o) 408-297-1881
adcengineers.com

Year Established: 1984

Type of Organization: Corporation

Point of Contact: Lorenzo R. Rios, PE
Principal
998 Park Avenue San Jose, CA 95126
lorenzozjr@adcengineers.com
Phone: (408)297-1881
Fax: (408) 294-3186

Current Employees: 29

Business Size Determination: Small Business Enterprise (SBE)

DUNS number: 13-163-1947

Financial Resources:

Advance Design Consultants has been in business for 39 years which directly reflects its financial stability.

Description of the Scope of Services usually provided:

Advance Design Consultants, Inc. has a comprehensive list of service opportunities to cover the Water and Wastewater Laboratory Project's engineering, consulting, planning and construction needs. ADC offers full service engineering, from analysis through implementation with experienced professional mechanical, electrical, process piping, and plumbing engineers. Additionally, we have an in-house team of architects that work alongside our engineers to develop comprehensive building designs that are coordinated across all disciplines and of the highest constructibility. Feasibility studies, facility conditions assessments, building programming and planning, sustainable building design and consulting are some of the additional available services offered by ADC that will fulfill your architectural and engineering design needs.

Our **Architects** are experienced in all aspects of building and infrastructure systems designs including: Architectural Design, Architectural Planning, ADA/California Building Code Accessibility Standards, Building Design, Exterior Design, Energy Strategy, Facilities Management, Interior Design, Lean Architecture, Programming, Cost Estimating & Life-Cycle Costing, and Sustainable Infrastructure.

Our **Mechanical Engineers** are experienced in all aspects of building and infrastructure systems designs including: Commercial/Industrial Central Plant Heating and Cooling Systems, Boiler Design, Chiller Design, Cooling Tower Design, Pumping Systems, Heating Water, Chilled Water, and Condenser, Water Piping Systems, Glycol Feed Systems, Office VAV Systems, Constant Volume Systems, Heat Pump Systems, Temperature Control Systems, Geothermal Systems, Radiant In-Floor Heating Systems, Lab Exhaust Fan Systems, ISO Certified Clean Room Systems, Exhaust Systems for Industrial Applications, Air Scrubber Systems, Existing System Renovations and Remodels.

Our **Electrical Engineers** are experienced in all aspects of building infrastructure systems designs including: commercial/industrial Power Distribution systems, Diesel Generators and UPS, Alternate Energy Systems, Critical Facilities, Interior/Exterior Lighting, Lighting Control Systems, Sub-Stations with Controls, Complete Building Automation design/retrofits, Fire Monitoring, Alarm/Smoke, Venting Systems, Short Circuit Analysis, Office Core and Shell Design, Computer Room USP Design and Specification, Emergency Power Generation, Retail Big Box Design, Site Photometric Analysis, Generator Design and Specification and Cogeneration Plants. In addition, ADC provides electrical system studies and engineering design for modifications to electrical Power, Control, Signaling and Communication Systems.

Our **Plumbing Engineers** are experienced in all aspects of building and infrastructure systems designs including: Commercial Waste and Vent Systems, Commercial Domestic Water and Hot Water Systems, Central Domestic Water Heating Plant Design, Commercial Plumbing Systems Design, Storm Water Systems, Storm Water Per-Treatment Systems, Commercial Plumbing Systems Design, Grease Waste Systems, Sump Pump Sewage Ejector/Lift Station Design, Medical Gas Systems for Hospitals and Clinics, Veterinarian Clinic Plumbing, Medical Gas Systems, Vacuum Systems, Deionized Water Systems, Propane Gas Piping, High Purity Gas Systems, High Pressure Process Piping Systems, Toxic and Flammable Leaker Storage Facilities, IPA Storage and Distribution Systems, Diesel Tank and Piping Systems (2nd Containment), Liquid Nitrogen Storage, Evaporator and Distribution Inert Gasses (Argon, Helium, Nitrogen), Waste Water Collection, Heavy Metal, Solvent. ADC also offers, Sanitary and Drain Water Systems, RO Water and DI Water Systems, Piping Expansion, Flexibility and Stress Analysis, Natural Gas Piping Systems Compressed Air Equipment and Piping Design Acid Neutralizing Pre-treatment Systems, Correctional facilities plumbing design.

C.

EXPERIENCE

EXPERIENCE

As discussed in our General Qualifications section, ADC has extensive experience in providing Architecture and MEP Engineering Services for local municipalities and government entities similar to the City of Brentwood. The projects below showcase our experience with the design and construction of new public buildings in existing operating sites with public access. The first two projects show work for municipal entities for projects that include Architectural and Engineering services similar to those that would be necessary for the Water and Wastewater Laboratory Project. The third project showcases the design and construction supervision of a new building, for a federal government agency, in which the project is local. Additionally, the first three projects include reference information. The fourth project is for a confidential federal public agency and highlights our experience with designing office and laboratory space with very specific and precise requirements. All projects included in this section had services performed locally, within the last five years. Our ability to successfully deliver these projects, demonstrates our ability to serve the needs of the City of Brentwood on the Water and Wastewater Laboratory Project including the new building construction.

City of San Jose - Camden Community Center Shelter

Services: AMEPS **Address:** 3369 Union Ave, San Jose, CA 95124. **Performance:** 2022-2023
Contract Amount: \$299,540 **Contact:** Rosa Kim (408) 535-5689 ; rosa.kim@sanjoseca.gov

The project consists of various improvements to architectural, mechanical/plumbing, electrical and structural systems in order to facilitate use of Camden Community Center as a temporary shelter site. The project included proving new TPO roofing and insulation for Building C (Classroom/Offices), Building D (Activity Center), and Building E (Gymnasium). This included replacing all existing wood conduit supports with UV resistant, dura-block rooftop supports and investigating and replacing any needed rooftop cables/wires/conduits. Additionally, ADC designed for accessibility updates to make the site ADC and code compliant along each of the routes from the site to the designated shelter area (Gymnasium). The project also included reconfiguring the kitchen layout for Emergency Shelter operations and designing all mechanical, electrical and plumbing work for the existing, relocated and new kitchen equipment and appliances. ADC provided all architectural and MEP design for adding one (1) commercial washer and one (1) commercial dryer, two (2) HVAC systems, as well ensuring connection ready portable backup power system and DOC Power and data. The structural scope included structural seismic strengthening for additional rooftop HVAC equipment as well as assessing structure of Buildings C, D & E and identifying any weak points to be addressed through voluntary structural upgrades.

This project experience is relevant to the required services, because it is a City project which demonstrates the firm's experience in changing the existing building's occupancy while maintaining the building as CODE compliant, as will be required for the conversion of the existing lab space to office occupancy.

City of Dublin - HVAC & Roof Replacement

Services: Design Build - MEP, Controls **Address:** 100 Civic Plaza, Dublin, CA **Performance:** 2020-2023
Contract Amount: \$101,040 **Contact:** Michael Boinott (925) 833-6630 ; michael.boitnott@dublin.ca.gov

ADC and sister-company, ADC Construction Management, were hired by the City of Dublin for a design-build project for the replacement of the roof and HVAC system at City Hall Building. The two-story City Hall building is approximately 32,000 square feet. The roof area is approximately 16,000 square feet. The existing HVAC system, which consisted of three (3) 28-ton roof top multi-zone units, one (1) 25-ton multi-zone unit, two (2) 20-ton multi-zone units, and one (1) 10-ton gas/electric, had reached its design life. It. Additionally, the system had some zones

that never performed adequately, so the scope included performing "pre-balance of the existing air distribution system, to assess and evaluate the existing zoning deficiencies and determine the required adjustments/upgrades to existing ductwork, VAVs, thermostat location adjustments, re-zoning, additional split-system for data closet, etc. The work also included a new Fire Alarm System, EMS system for the City Hall building HVAC, replacement of all exhaust fans, and installation of approximately 200 Cat6e data drops.

The structural scope included modifications of roof framing to accommodate new HVAC units.

The project included replacing the existing roof on the City Hall building. The existing roof was a sprayed-on foam type roof. The new design was for a roof is a white TPO roofing system, consisting of a fully adhered feltback TPO (thermoplastic polyolefin) single-ply roofing membrane roof, with Energy Star certified "cool roof" white coating, minimum Solar Reflectance Index (SRI) of 0.78, by Henry or Tremco, over 2" polyiso rigid insulation, over (E) 5/8" glass mat faced gypsum roof sheathing. Replacement of the parapet wall coverings within the roof well were included with TPO system.

Additionally, the design including providing walk pads from roof hatch to HVAC units, exhaust fans and other roof mounted serviceable equipment. Removal and replacement of portion of suspended ceilings, patch and painting of interior walls and ceilings accessed to install new work or removal of existing improvements were all included in the project scope.

This experience is relevant to the required services because it includes design and construction of a municipal building that is operational during construction. This project shows ADC's ability to design and supervise construction to minimize building operations interruptions.

VAMC Martinez - Design and Construct Psychosocial Rehabilitation and Recovery Center (PRRC)

Services: AMEPSC **Address:** 150 Muir Road, Martinez, CA 94553 **Performance:** 2016-2022

Contract Amount: \$1,234,000 **Contact:** Lye Saechao, PE (916) 366-5403; Lye.Saechao@va.gov

The intent of this project was to conceptualize, design, and provide design support for the construction of a new two-story, 11,180 square feet building for Psychosocial Rehabilitation and Recovery Center (PRRC) for the Veterans Administration Social Health (VASH). This engineering, contracting and support infrastructure project also included demolishing building AB-4, A 2,150 square foot temporary structure, and replacing it with 10 parking spaces. The design of this building must meet LEED requirements for Silver Certification, as required by the USGBC.

ADC provided all required documentation, submitted required applications and fees, and performed necessary coordination to obtain LEED Silver Certification for this building.

ADC provided all required documentation and paid all fees for the SMUD Design ADC provided a California-certified QSD who was responsible for developing, submitting, and paying all associated fees for SWPP and permit. ADC provided an interior design to work with the VA end users to establish a furniture plan, also providing furniture drawing and an excel sheet of items by model and quantity. ADC successfully designed a project that adhered to the construction budget and the business case. ADC provided a checklist of all submittals, certifications, tests and inspections required during construction inspections.

This project is relevant to the required services because it shows ADC's experience in the design and construction supervision of a new building including, building materials, site features and interior distribution. It is a governmental (federal) job.

Confidential Client - Laboratory and Office Renovation**Services:** AMEPS**Address:** Livermore, CA**Performance:** 2021-2022**Contract Amount:** \$534,533 **Contact:** Confidential

Advance Design Consultants, Inc. was hired by the client to remodel existing non laboratory space within a building to create a new radiological laboratory capable of handling wet and dry, and chemical laboratory hoods. The remodel required demolition and construction of new walls, doors, HVAC, electrical distribution, and mechanical utilities to support new laboratory functional requirements. The project included modification of mechanical and electrical utilities to meet program requirements including removal of existing unused utilities to the greatest extent.

Architectural features included building accessibility, wall and doors configuration, roofing, and room finishes in addition to accessories such as signage, fire extinguishers, and marketboard. Architect prepared existing condition drawings that were used for the identification of the existing work that was removed for the development of the project. Architect conformed the designs to the codes, regulations, and standards. The Architectural design included new fire rated doors, security doors and security locks.

HVAC included the complete replacement of the existing HVAC equipment non-laboratory space with new HVAC equipment suitable for wet and dry radiological and chemical laboratory space including design of semi-custom roof top air handling units and fan coil fed by the existing chilled water and heating hot water system. The existing central plant was used to supply heating and cooling for the project. Size air handling and exhaust systems with 15% reserve capacity. The design of specialized fume exhaust system including HEPA filtration for customer-furnished laboratory fume hoods, gloveboxes and vacuum furnaces. During the BOD phase, the mechanical engineer prepared heating and cooling load calculations for the project area and Coordinate with the client for verification of central plant capacity. Mechanical engineer completed the load calculations and Central Plant capacity verification before progressing the project into design development.

ADC designed DDC Controls including modifications of the existing system and replaced the system in the building to ensure that the new equipment will be controlled and monitored by the site wide Automated Logic Corporation (ALC) controls system and connected to the building existing ALC control system.

Plumbing system design included the design of the new restrooms and upgrades to existing work as required to provide clean and sanitary facilities for the building occupants while reducing water usage.

The electrical engineer performed field investigations and reviewed drawings to determine the removing of unused electrical equipment & devices back to next active devices to remain in service or source as needed. Engineer visited the existing facilities for collecting technical electrical information on the existing equipment and proposed laboratory equipment that was installed in this project.

This project experience is relevant to the required services because it shows ADC experience and capability to design laboratories despite of any complexity. Also, the project includes the conversion of existing building space to ADA compliant offices. ADC is experienced and capable of designing the proposed lab spaces and office conversion. It is a governmental (federal) job.

D.

STAFFING

STAFFING

Advance Design Consultants, Inc. (ADC) offers the City of Brentwood a team of architects, engineers, and designers that encompass all the disciplines required for the Water and Wastewater Laboratory Project. The proposed team has extensive experience in Architectural and Engineering designs for California municipalities and public agencies.

Recognizing that projects are dynamic and require a myriad of disciplines and services providing support to be successful, Advance Design Consultants, Inc. offers complete architectural evaluation and design services in addition to full-service engineering, from analysis through implementation with professional mechanical, electrical, process piping, and plumbing engineers. Our architects work alongside our engineers to develop comprehensive building designs that are coordinated across all disciplines and of the highest constructability.

PRIME

Advance Design Consultants, Inc - Architectural, Mechanical Engineering, Electrical Engineering and Plumbing Engineering

ADC offers the following key personnel:

EXECUTIVE TEAM

Our **Executive Team** are experienced licensed engineering professionals who have lead engineering and design teams for decades. They are experts in their fields and each bring a unique perspective to our firm to provide clients with a well-rounded and diverse base of knowledge.

- **Lorenzo A. Rios, MS, PE**, registered electrical and mechanical engineer, and licensed contractor in the State of California, is the Founding Principal and will serve in an advisory and oversight role for the firm. Mr. Rios has over 45 years of multi-disciplinary engineering experience overseeing, managing, and participating in every part of the design process and construction process. His experience includes working extensively with HVAC systems, process piping, fire protection, plumbing, power distribution, motor control centers, generators, boiler installation and replacement, tool installations, and programmable logic control. Mr. Rios is extremely knowledgeable in the preparation of project budgets and design for similar project to this contract.
- **Lorenzo R. Rios, PE**, registered mechanical engineer in the State of California, Principal and Project Executive will ensure the quality of the services provided by the firm. His 20 years of experience include a wide range of technical and communication skills which can be applied to an assortment of industries. His primary focus has been in the semi-conductor clean room industry and commercial/industrial building improvements. His expertise is the engineering design complex facilities in which hazardous products are used in product development along with complex manufacturing tools and equipment. As a Thermal Fluids focus in mechanical engineering, Lorenzo has an extensive knowledge of complex mechanical systems which he applies to all projects he manages. His experience is multi-disciplinary and he is well versed in the electrical engineering, structural engineering and building design standards as well. As Project Executive, Lorenzo will ensure will ensure that the project is well staffed to deliver a quality product within the time and budget established.

PROJECT MANAGEMENT

Our **Project Management Team** consists of experienced professionals who consistently lead engineering and design teams for governmental and corporate clients. Dina Aljuburi, MBA LEED AP has been assigned to serve as Project Manager for the Water and Wastewater Laboratory Project. She will respond to the City of Brentwood's

requests to ensure a timely response. She will also be responsible lead the project team to ensure the completion of each task. Additionally, she will have support from our Project Coordinator and other support staff.

- **Dina Aljuburi, MBA, LEED AP**, Senior Project Manager is Mechanical Engineer and LEED-AP certified professional. She has 24 years of experience in HVAC design, project management, energy analysis and AutoCAD drafting field for commercial and institutional projects. Her specialized experience and LEED-AP credentials help her effectively lead highly sensitive projects for Lockheed Martin and other governmental and high tech clients.
- **Kenna Lumos**, Project Coordinator, will be assigned to maintain clear and timely communications in the project from beginning to end. She will coordinate collaboration, complete meeting minutes, and assist with scheduling of meetings, both internal and external. Ms. Lumos is an expert in Procure, MS Suite programs, and other specification and scheduling programs that have been very useful in Public Works projects.

ARCHITECTURE

Our **Architects** are experienced in all aspects of building and infrastructure systems designs and are well equipped to design the Architectural components of the Water and Wastewater Laboratory Project.

- **Eman Bermami AIA, NCARB, LEED AP**, Architect, will serve as Sr. Architect for this project. Ms. Bermami is Certified Architect in California with 38 years of architectural experience. Ms. Bermami brings her extensive Architectural knowledge to all of her projects. She not only leads our Architectural team, but is responsible for the design of architectural elements including ADA, interior design, space planning and ingress and regress paths. She has ample experience in District State Architect (DSA) processes and procedures and brings this expertise to all of her projects.
- **Roland Lazzarotto, AIA, LEED, ISPE**, Architect, will serve as Laboratory Liaison for this project. Mr. Lazzarotto is a has over fifty years of experience in all facets of wet and dry labs, office, industrial, microelectronics and biotech architectural projects. He specializes in complex projects that require special attention due to complex program, multi-party clients, aggressive schedule, large size or existing conditions requiring special accommodations. He will ensure that ADC's design for the new laboratory building is compliant with all City's needs and work as a liaison between the City's laboratory design personnel and ADC's Project Manager/Sr. Architect.
- **Jose Aguirre**, Senior Architect Designer, will support the Architect under this contract. Mr. Aguirre has his Bachelor's degree in Architecture from Architecture Instituto Tecnologico de Mexico. He brings over 12 years of experience in ADA, interior design, space planning, feasibility studies, building code research, ingress and regress paths.
- **Roger Sotelo**, Sr. REVIT Designer, will provide REVIT/CAD design/drafting services.

MECHANICAL ENGINEERING

Our **Mechanical Engineers** are experienced in all aspects of building infrastructure systems designs and and have previously designed for office spaces and laboratory projects.

- **Gewargis Yousefi, PE, LEED AP BD+C**, registered mechanical engineer in the State of California will perform mechanical engineering services for the HVAC and Plumbing systems.
- **Michael Zell**, Mechanical Engineer I, provides additional support for Sr. Mechanical Engineers with design and drafting for HVAC systems, boiler and chiller design, exhaust fan systems, and related field work and calculations.

ELECTRICAL ENGINEERING

Our **Electrical Engineers** are experienced in all aspects of building infrastructure systems designs and have previously all relevant electrical design components needed for this project.

- **Alex Hernandez, PE**, registered electrical engineer in the State of California will perform infrastructure electrical analysis including electrical supply and distribution on site and inside buildings and structures, lighting design, fire alarm, security and communication systems.
- **Fernando Sepulveda**, Electrical Engineer II, performs design and engineering for electrical power supply and distribution on site and inside buildings and structures, lighting design, fire alarm, security and communication systems.
- **Mario Cuellar**, Senior Electrical Designer/BIM, performs design and engineering for electrical power supply and distribution.

PLUMBING ENGINEERING

Our **Plumbing & Process Piping Engineers** are experienced in all aspects of building and infrastructure systems designs and have designed for a wide variety of public works and municipal projects.

- **David Hammond, PE**, registered mechanical engineer in the State of California will perform infrastructure analysis and site engineering including utility coordination, water supply and distribution, storm drainage, and waste water from buildings and structures.
- **Xiuqing (Jean) Jin, MS, PE, LEED AP BD+C**, registered mechanical engineer in the State of California will provide additional plumbing/process piping engineering support.

SUBCONSULTANTS

ADC has developed and maintained strategic partnerships with sub consultants such as architectural, structural, civil, fire protection and geotechnical engineers, code/permitting consultants, environmental specialists, and specific technical experts who further expand our outreach and provide resources and insight to ADC's already multi-disciplined and experienced team. We work with these consultants on the design of new buildings and building renovations. Between ADC's in-house personnel and network of sub consultants, we are fully able to provide any civil, structural, geotechnical, and landscape architecture work or other disciplines that become needed as part of this contract. All sub consultants work directly with the Project Manager who ensures the quality and timeliness of all work. Our partners are organizations that share our purpose and passion, teaming with ADC to drive innovation and sustainability through every aspect of a project to exceed client expectations and industry standards.

ADC proposes the following Sub-Consultants for this project. ADC has long-standing relationships with each of these firms and has active projects with them at any given time.

STRUCTURAL ENGINEERING - MORRIS SHAFFER ENGINEERING

Website: <https://morris-shaffer.com/>

Contact: Geoff Clifford, SE, CE - Structural Principal **License:** 3662 - Structural Engineer; 40608 - Civil Engineer

Address: 1300 Industrial Road, Suite 14, San Carlos, CA 94070 **Phone:** (650) 595-2973

CIVIL ENGINEERING - MISSION ENGINEERS

Website: <https://missionengineersinc.com/>

Contact: Daniel Nunes, PE, Civil Principal **License:** 76449 - Civil Engineer; 9212 - Land Surveyor

Address: 2355 De La Cruz Blvd., Santa Clara, CA 95050 **Phone:** (408) 727-8262

BAGG ENGINEERS - GEOTECHNICAL ENGINEERING

Website: <https://www.baggengineers.com/>

Contact: Jason Van Zwol - Chief Geotechnical **License:** 854 - Geotechnical Engineer; 33662 - Civil Engineer

Address: 138 Charcot Avenue, San Jose, CA 95131 **Phone:** (650) 852-9133

LANDSCAPE ARCHITECTURE - MERRIL MORRIS PARTNERS

Website: <https://merrill-morris.com/>

Contact: John Potis, RLA - Sr. Associate Landscape Architect **License:** 4790 - Registered Landscape Architect

SF Office Address: 249 Front Street, San Francisco, CA 94111 **Phone:** (650) 595-2973

Oakland Office Address: 155 Fibert Street, Suite 240/250, Oakland, CA 94607 **Phone:** (510) 277-3400

E.

PROPOSED APPROACH

PROPOSED APPROACH

The Water and Wastewater Laboratory Project ("Project") is a Capital Improvement Program project that includes the construction of a new building that will house the laboratory and the remodeling the existing laboratory space for the water and wastewater systems on the City's Wastewater Operations Administrative Building ("Admin Building") site located at 2251 Elkins Way, Brentwood.

The new laboratory building will be approximately 2,500 to 3,000 square feet to provide adequate laboratory space for future build-out conditions within the City's Municipal Services Corporation Yard. The new laboratory space will be located behind the existing Admin Building. A new breezeway will connect the existing laboratory space to the new laboratory.

The design services include the following items:

Architectural:

1. ADC will provide design services for the construction of a new single-story Laboratory of approximately 2,500 to 3,000 square feet within the City of Brentwood Municipal Services Corporation Yard. ADC will prepare a basis-of-design report for the new building construction including proposed building type, occupancy, and alternative materials of construction that will fit best the project requirements.
2. ADC will prepare a minimum of three (3) building layouts that will fit the new laboratory requirements established by the City. The new lab layout and basic design will include spaces for City of Brentwood staff, sampling, and testing, work areas for equipment, and storage. The three layouts will be presented and reviewed by the city representatives. The proposed lab layouts will be presented to the city during the programming stage of design. The construction design document will comply with the Americans with Disabilities Act.
3. The proposed Laboratory space will include card readers and security similar to the rest of the Municipal Services Center.
4. The new lab will be provided with new equipment. The city is responsible for providing equipment specifications and cut sheets.
5. ADC will provide design services for a new breezeway connection to the existing laboratory space from the new Laboratory. ADC will ensure that the new pathway will be ADA-compliant.
6. ADC will provide design services for site improvement to ensure that existing parking and the new lab location can accommodate access for deliveries and turnaround.
7. ADC will provide design services for the existing Laboratory and Administration Building. The expanded Architectural and Engineering design will include the following:
 - a. Remodeling the existing laboratory open space area and portions of the Lab Storage Room into a new workspace with workstations for approximately seven (7) staff.
 - b. Converting the existing Bio Assay Room and a portion of the BOD Microbiology Room into a new Storage Room.
 - c. Expanding the existing Locker Room through the BOD Microbiology Room and portions of the Bio Assay Room.
 - d. Converting the existing Lab Storage into the Mechanic's Office.
 - e. Converting the existing Lab Office into the Collections Office.

- f. Expanding the existing Lunchroom and adjacent Office into a new multi-Purpose Room for a capacity of 20 or more; and Replacing the existing entry mats at the main entry and plant entry. The proposed improvements to the Conference Room and Multi-purpose Room will require modification and/or relocation of T-bar ceilings, air outlets, electrical outlets, light fixtures, and finishes.
- g. Replace the existing linoleum flooring throughout the Admin Building except for the Group Office.
- h. Incorporate the same finishes for the new office area as the rest of the Admin Building.
- i. Repair the existing T-bar ceiling as part of the existing lab improvement.

Civil:

1. The ADC team will prepare a Geotechnical engineering report presenting the results of field investigation, summarizing of findings and recommendations including laboratory testing program on the collected soil samples. The Geotech report will include a vicinity map, a site plan showing the approximate boring/CPT locations, an area geologic map, a regional fault map, the boring and CPT logs, and the laboratory test results.
2. ADC will provide services for civil engineering design, including all underground utilities, grading, earthwork, calculations, erosion control, and paving. Civil design will also evaluate the most appropriate means for compliance with general permit for Storm Water Discharges Associated with Industrial Activities.
3. ADC's team will provide topographic surveys needed to study and design this project, 20-scale with 1-ft contours. This includes topographic maps, control surveys (horizontal and vertical, vertical datum set to NAVD88); elevations, and new monuments needed. The topographic map will present existing and new utilities within the area of the scope of work.
4. ADC will prepare construction staking calculations, set offset stakes, and provide staking diagrams.

Structural:

1. ADC will provide structural design services for the new Laboratory Building which will include the design of a new structural system, building foundation, and framing.
2. The ADC team will review the soils report and other engineering documents pertaining to the site and the existing administration building. Additionally, ADC will review Architectural schematic design drawings.
3. ADC will prepare preliminary building plan sheets showing foundations, column locations, framing layouts, and location of vertical shear elements. ADC will provide structural design services for the new breezeway connection to the new Laboratory.
4. ADC will provide equipment anchorage support and concrete pads for the new HVAC system serving the Laboratory building.

Mechanical:

1. ADC will provide a new mechanical system for the new building. The proposed HVAC system would consist of either a VRF system or a split system with a heating and cooling option. The new Lab building design

will include mechanical closet/ closets to house the new indoor units and a mechanical services yard for the outdoor units.

2. ADC will provide a mechanical ventilation system for the new lab. The basis-of-design and ventilation requirements will be coordinated during the design phase.
3. ADC will provide load calculation for the new Workspace and the new Multipurpose Room to ensure that the existing HVAC system has sufficient capacity to serve the new scope of work. Additionally, ADC will relocate, and adjust existing air devices and ductwork system as necessary.
4. The project does not include a new dedicated mechanical system to serve the new Workspace and the new Multipurpose Room.
5. ADC will provide T-24 energy calculation for the new mechanical system serving the new laboratory.

Electrical:

1. ADC will provide power service to the new laboratory building. This includes, but is not limited to, electrical services to the lab equipment and HVAC system, new outlets, and new electrical panels.
2. The project assumes that the source power at the existing site is adequate to serve the new scope of work including the new Laboratory. The project excludes upgrades to the existing electrical services including coordination with PG&E. ADC will verify existing services, provide load calculation, and update the single-line diagrams in addition to panel schedules.
3. ADC will install load reading equipment over 30 calendar days at the main distribution switchgear. The project assumes that the existing electrical substation, switchboards, and panels have enough capacity to serve the proposed equipment.
4. ADC will adjust existing electrical outlets to serve the new scope of work at the new Workspace and the new Multipurpose Room. Typical for existing light fixtures.
5. ADC will provide design services for new light fixtures and security devices serving the surrounding area of the new Laboratory.

Plumbing:

1. ADC will provide plumbing design services for a new building including restrooms and laboratory equipment. This includes, but is not limited to, sanitary sewers, condensate, and domestic water supply.
2. ADC will provide new plumbing fixtures for the new Workspace and the new Multipurpose Room.

Landscaping:

1. ADC will provide landscape architectural design for the new Laboratory surrounding area. Layout, design concept, and plant selection will be coordinated with the City of Brentwood representatives.

Assumptions and Exclusions:

1. The project excludes the preparation of construction drawings for fire sprinklers, fire alarm and/or life safety systems. Schematic documents will be provided to a licensed contractor for shop drawings and permit drawings preparation.
2. No audio/visual will be included in the proposed Multipurpose Room.
3. The City will be retaining RBI to assist with preparing all necessary reports and obtaining permits from various agencies such as, Air Resources Board for Authority to Construct and Operate and the Regional Water Quality Control Board for Construction Stormwater Permits as part of this Project.
4. The project excludes electric vehicle charging station design.
5. The design standards will be consistent with applicable Building Codes, City Standards, authorities having jurisdiction, etc.
6. The project excludes coordination with the gas company/ PG&E. A New gas meter is excluded from the project scope of work.
7. The project excludes new light fixtures for the new Workspace and the new Multipurpose Room.
8. The project excludes ARC flash study of the existing switchgear.
9. The project assumes that there will be only one (1) design package for the whole project and that there will be only one (1) document/construction phase.
10. All permit fees are excluded and the client will pay for permit fees at the City to obtain the permits. City of Brentwood also elects to have ADC pay for permit fees and then request a direct re-imbusement with zero mark-up as a Change Order.
11. The project assumes cost reduction or value engineering requiring redesign after approved systems have been designed at the 60% submittal is excluded.
12. The project assumes that the existing electrical substation, switchboards, and panels have enough capacity to serve the proposed equipment.
13. The project excludes any structural upgrades to the existing administration building frame, foundation, or roof.
14. Outdoor equipment cover if any such as a canopy, or roof is excluded from this proposal's scope of work.
15. LEED requirements are not part of this project's scope of work.
16. It is assumed that the City of Brentwood will provide as-built drawings for the Administration Building including up-to-date single line diagrams and panel schedules.

Engineering Deliverables

1. Integrated CPM Schedule to meet the completed design needs date specified in the RFP.
2. Provide Architectural services to develop a Preliminary/ Programming Design Report.
3. Provide A-E services to develop 30% Schematic Design (SD) documents per SOW identified in section A.
4. Provide A-E services to develop 60% Design Development (DD) documents per SOW identified in section A.
5. Provide A-E services to develop 90% of Construction Documents (CD) documents per SOW identified in section A. Reference Lockheed specifications and standard details needed.
6. Provide A-E services to develop 100% of Construction Documents (CD) documents per SOW identified in section A.
7. Provide Rough-Order-Magnitude (ROM) Cost estimates at 30% SD, 60% DD, 90% CD and 100% CD design phases.
8. Provide project draft technical specifications at 90% CD design phase and final specifications at 100% CD.
9. Provide Post Construction and Construction Administration services for the completed design. Construction duration will not exceed sixteen (16) months.

Construction Administration Deliverables and Services include the following:

- a. Responses to RFI's.
- b. Submittal Reviews including shop drawings.
- c. Bulletin drawing updates for any design changes/updates during construction
- d. As-Built drawings at the end of construction.
- e. List of Long lead assets with estimated lead-times.
- f. Attend final punch walk and prepare punch walk lists.
- g. Assist the City of Brentwood Building Division's Building Permit process.

F.

APPENDIX



January 16, 2024

ADDENDUM NO. 1

**Water and Wastewater Laboratory Project
CIP Project No. 592-59207**

NOTICE TO PROPOSERS:

The following clarifications, amendments, additions and/or deletions as set forth herein shall apply to the above documents and shall be made a part thereof and shall be subject to all the requirements thereof as though originally specified and/or shown. Submitters shall assure themselves that all addendum changes have been incorporated into their proposal.

A. AMENDMENTS

1. The **mandatory** Pre-submittal Meeting time has been changed to **11:00 a.m.** on January 23, 2024. Changes are to be reflected throughout RFP.
2. Include the following **additions**:
 - a. Cover Letter: 2nd paragraph add after ("Admin Building") *"as well as design services for remodeling the existing laboratory space to accommodate build-out..."*
 - b. Request for Proposals under THE PROJECT add to A. Summary after ("Admin Building") *"as well as design services for remodeling the existing laboratory space to accommodate future build-out..."*
 - c. **Exhibit B – Scope of Services** add the following sentence to the end of paragraph 3: *"Design services also include remodeling the existing laboratory space to accommodate future build-out."*

All bidders shall acknowledge receipt and acceptance of Addendum No. 1 by signing below and including it in the RFP.

-END OF ADDENDUM NO. -1-

Vatsal Patel, P.E.
Engineering Manager

Acknowledgment of Receipt and Acceptance: DocuSigned by:
Lorenzo R. Rios
8885EA15383E433... 1/30/2024

ENGINEERING DEPARTMENT
150 CITY PARK WAY, BRENTWOOD, CA 94513
PHONE 925.516.5420 FAX 925.516.5421
ENGINEERING@BRENTWOODCA.GOV



January 29, 2024

ADDENDUM NO. 2

Water and Wastewater Laboratory Project CIP Project No. 592-59207

NOTICE TO PROPOSERS:

The following clarifications, amendments, additions and/or deletions as set forth herein shall apply to the above documents and shall be made a part thereof and shall be subject to all the requirements thereof as though originally specified and/or shown. Submitters shall assure themselves that all addendum changes have been incorporated into their proposal.

A. GENERAL

The as-built plans for the existing Wastewater Operations Administrative Building ("Admin Building") will be made accessible to the Consultants via a link provided by the City. Please contact the Engineering Department at Engineering@brentwoodca.gov to request the link.

B. AMENDMENTS

1. The expanded scope of work for the existing Laboratory and Admin Building shall be revised to include the following:
 - a. Remodeling the existing laboratory open space area and portions of the Lab Storage Room into a new work space with workstations for approximately seven (7) staff;
 - b. Converting the existing Bio Assay Room and a portion of the BOD Microbiology Room into a new Storage Room;
 - c. Expanding the existing Locker Room through the BOD Microbiology Room and portions of the Bio Assay Room;
 - d. Converting the existing Lab Storage into the Mechanic's Office;
 - e. Converting the existing Lab Office into the Collections Office;
 - f. Expanding the existing Lunch Room and adjacent Office into a new Multi-Purpose Room for a capacity of 20 or more; and
 - g. Replacing the existing entry mats at the main entry and plant entry.

Please see Exhibit A – Conceptual Layout, herein attached, with a conceptual layout for reference. The selected Consultant can propose alternative layouts to optimize the space based on existing mechanical, electrical, and plumbing configuration.

ENGINEERING DEPARTMENT

150 City Park Way, Brentwood, CA 94513
Phone 925.516.5420 FAX 925.516.5421
engineering@brentwoodca.gov

Water and Wastewater Laboratory Project
CIP Project No. 592-59207
Addendum No. 2
January 29, 2024

2. The expanded scope of work will also include replacement of the existing linoleum flooring throughout the Admin Building except for the Group Office.

Please see Exhibit B – Flooring Replacement, herein attached.

C. CLARIFICATIONS

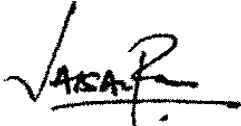
1. The intent is that the proposed laboratory shall be approximately 2,500 to 3,000 square feet.
2. There will be a breeze way connected to the existing laboratory space from the new laboratory.
3. The proposed laboratory space shall include card readers and security similar to the rest of the Municipal Services Center.
4. There is no listing of all laboratory equipment. It is expected that all existing laboratory equipment shall be replaced with all new equipment.
5. The existing parking layout and proposed laboratory area shall be reconfigured to accommodate turnaround and access for deliveries.
6. No audio/visual shall be included in the proposed Multi-Purpose Room.
7. The proposed laboratory shall be single-story.
8. No LEED certification is required for the new laboratory.
9. The CEQA consultant for the Wastewater Treatment Plant Expansion - Phase II is Art O'Brien, Robertson-Bryan, Inc. (RBI).
10. The City will be retaining RBI to assist with preparing all necessary reports and obtaining permits from various agencies such as, Air Resources Board for Authority to Construct and Operate and the Regional Water Quality Control Board for Construction Stormwater Permits as part of this Project.

Therefore, Consultants shall remove this scope of services as part of their proposals. The selected Consultant shall provide support to the City and RBI in these processes should it be required.

Water and Wastewater Laboratory Project
CIP Project No. 592-59207
Addendum No. 2
January 29, 2024

All bidders shall acknowledge receipt and acceptance of Addendum No. 2 by signing below and including it in the RFP.

-END OF ADDENDUM NO. -2-



Vatsal Patel, P.E.
Engineering Manager

Acknowledgment of Receipt and Acceptance: _____

DocuSigned by:
Lorenzo R. Rios
8885EA15383E433...

1/30/2024

ENGINEERING DEPARTMENT
150 City Park Way, Brentwood, CA 94513
Phone 925.516.5420 FAX 925.516.5421
www.brentwoodca.gov



February 2, 2024

ADDENDUM NO. 3

Water and Wastewater Laboratory Project CIP Project No. 592-59207

NOTICE TO PROPOSERS:

The following clarifications, amendments, additions and/or deletions as set forth herein shall apply to the above documents and shall be made a part thereof and shall be subject to all the requirements thereof as though originally specified and/or shown. Submitters shall assure themselves that all addendum changes have been incorporated into their proposal.

A. CLARIFICATIONS

1. The schedule is driven by the approved budget.
2. Client group time review will mainly be during the Preliminary Design Report and 60% design submittal.
3. The plan review time through the Building Division is dependent on the completeness of submittals and addressing of comments by the Consultant.
4. The Consultant shall be responsible for the building permit process, which includes but is not limited to: preparing and submitting application forms, preparing required submittals and documents; submitting and resubmitting permit applications and documents; preparing and responding to comments from the Building Division as part of the plan check process; meeting with the Building Division as needed to review submittals and comments; and all other tasks required to obtain a building permit for this Project.
5. The City's CEQA Consultant has been contacted to begin preparing the amendment. The intent is to complete it before the Preliminary Design Report submittal by the Consultant.
6. The Project will need to be phased to maintain the laboratory operations. Therefore, the new laboratory will be constructed and operational before the existing laboratory and remaining Wastewater Operations Administrative Building ("Admin Building") improvements are completed.
7. Perimeter landscaping for beautification and green infrastructure for stormwater management and discharge control shall be in accordance with the City's Municipal Code and National Pollutant Discharge Elimination System Permit.
8. The fee proposal can be attached as an appendix to the Proposal.

ENGINEERING DEPARTMENT
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Water and Wastewater Laboratory Project
CIP Project No. 592-59207
Addendum No. 3
February 2, 2024

9. The City is open to recommendations and different approaches to the design and construction of the new laboratory. Consultants should provide their approach and options within their Proposal to better understand.
10. The current tests performed by City staff within the laboratory are identified in the Fields of Accreditation, herein attached as Exhibit A.
11. There are no additional tests City staff would like to perform as part of the new laboratory.
12. The Consultant shall not anticipate any increase in functions or equipment planned for the new laboratory.
13. The Consultant shall assist the City in preparing the specifications and submittal requirements for the list of equipment to be used in the new laboratory. The City will assist in providing a list of equipment.
14. The City is currently undergoing an update to the ADA Transition Plan; the existing plan can be made available to the Consultant. However, it is understood that the breeze way or pathway from the new to the existing laboratory and Admin Building will be ADA compliant.
15. The Consultant shall not incorporate any proposed electric vehicle charging stations in this Project.
16. The Consultant shall assist the City during the bidding process, which includes but is not limited to: preparing and responding to requests for information ("RFIs") during bidding; preparing addenda; revising the plans and specifications to address RFIs; and all other tasks required during bidding.
17. The Consultant should anticipate to assist the City with construction administration for a duration between 14 and 16 months. Please note this is subject to change due to the building permit process, contractor's schedule, procurement and delivery of materials and equipment, weather, and possible delays due to unforeseen conditions.
18. The Consultant shall plan on using the existing as-built PDFs as there are no as-built drawings available in CAD or Revit.
19. The existing HVAC system will not serve the new laboratory. The Consultant shall plan on proposing a new HVAC system for the new laboratory.
20. The proposed improvements to the Conference and Multi-purpose rooms will require modification and/or relocation of T-bar ceilings, HVAC, electrical, plumbing, outlets, fixtures, finishes, etc.
21. Load reading and historical data is not available for the peak load of the Admin Building at this time. The Consultant can include this as part of their City's deliverables during the kick-off meeting.

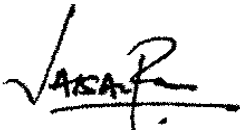
ENGINEERING DEPARTMENT
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Water and Wastewater Laboratory Project
CIP Project No. 592-59207
Addendum No. 3
February 2, 2024

- 22. The Consultant shall not anticipate a BMS/EMS system for the existing Admin Building as part of this Project.
- 23. The Consultant shall only anticipate modification and/or repair to the T-bar ceiling as part of the existing laboratory improvements.
- 24. The Consultant shall incorporate the same finishes for the new office area as the rest of the Admin Building.
- 25. The design standards shall be consistent with applicable Building Codes, City Standards, authorities having jurisdiction, etc.
- 26. For title block, sheet settings, size, etc., refer to "Plan Sheet Samples" and "Plan Sheet Templates" located: <https://www.brentwoodca.gov/government/engineering/forms> and in accordance with the "Engineering Procedures Manual" located: <https://www.brentwoodca.gov/government/engineering/reference-information/-folder-306>.
- 27. The Consultant shall provide hard copies and PDFs for all deliverables. As-builts will be submitted in CAD and PDF formats per the City's "Engineering Procedures Manual."

All bidders shall acknowledge receipt and acceptance of Addendum No. 3 by signing below and including it in the RFP.

-END OF ADDENDUM NO. -3-



Vatsal Patel, P.E.
Engineering Manager

Acknowledgment of Receipt and Acceptance: DocuSigned by:
Lorenzo R. Rios
8885EA15383E433... 2/5/2024

ENGINEERING DEPARTMENT
150 CITY PARK WAY, BRENTWOOD, CA 94513
PHONE 925.516.5420 FAX 925.516.5421
WWW.BRENTWOODCA.GOV

ORGANIZATIONAL CHART



Executives

Lorenzo A. Rios, PE
Founding Principal

Lorenzo R. Rios, PE
Principal & Project Executive

Key Team Members
Resumes included in proposal

Project Management

Dina Aljuburi, MBA, LEED AP
Project Manager

Kenna Lumos
Project Coordinator

Architecture

Eman Bermami, AIA, LEED AP
Senior Architect, Site Access &
Interior Improvements

Roland Lozzarotto, AIA, LEED
Architect and Laboratory Liaison

Jose Aguirre
Senior Architectural Designer
REVIT & CAD

Roger Sotelo
Sr. REVIT Designer

Electrical Engineers

Alex Hernandez, PE
Senior Electrical Engineer

Fernando Sepulveda
Electrical Engineer II, Energy &
Title 24

Mario Cuellar
Senior Electrical Designer/ BIM

Mechanical Engineers

Gewargis Youssefi, PE LEED AP
Senior Mechanical /
HVAC Engineer

Michael Zell
Mechanical Engineer

Plumbing Engineers

David Hammond, PE
Senior Plumbing, Process Piping,
Automation Controls Engineer

Jean Jin, PE
Plumbing Engineer III

Support Staff

AutoCAD - BIM - REVIT - NavisWorks Support Staff

Specification Writers, Administrative Staff

Subconsultants

Civil Engineering

Mission Engineers, Inc.
Daniel Nunes, PE
Principal Civil Engineer

Geotechnical

BAGG Engineers
Jason Van Zwol, PE, GE
Chief Geotechnical Engineer

Structural Engineering

Morris Shaffer Engineering
Geoffery Clifford, PE, SE
Principal Structural Engineer

Landscape Architecture

Merrill Morris Partners
John Potis
Sr. Assoc. Landscape Architect



Lorenzo A. Rios, PE

FOUNDING PRINCIPAL



Mr. Rios is the Founding Principal of Advance Design Consultants, Inc. Lorenzo holds a Master's of Science in Mechanical Engineering, a Bachelor's of Science in Electrical Engineering, and has over 40 years of multi-disciplinary engineering experience. Mr. Rios maintains active Mechanical and Electrical Engineering licenses as well as a Class B Contractors License with his company, ADC Construction Management. He has extensive experience overseeing, managing, and participating in every aspect of the design and construction process. His experience includes working extensively with HVAC systems, process piping, fire protection, plumbing, power distribution, motor control centers, boiler installation and replacement, tool installations, and programmable logic control.

SELECTED EXPERIENCE

Veterans Administration Medical Center | *PRRC*
Martinez, California

Veterans Administration Medical Center | *Building 650
1st Floor Renovation*
Mathers, California

Veterans Administration Medical Center | *Construct
Outpatient Mental Health Services*
Mather, California

City of San Jose | *Camden Community Center Shelter*
San Jose, California

City of San Jose | *Fossa Night House*
San Jose, California

City of Dublin | *HVAC & Roof Replacement*
Dublin, California

Confidential Client | *Laboratory Renovatio*
Livermore, California

Confidential Client | *B298 ACU-05 Replacement*
Livermore, California

City of Scotts Valley | *Generator Install Senior and
Community Center*
Scotts Valley, California

City of Scotts Valley | *City Hall HVAC Improvement*
Scotts Valley, California

City of Menlo Park | *Dispatch Radio Room HVAC Upgrades*
Menlo Park, California

City of Sunnyvale | *Renovations for Internal Affairs at
Community Center*
Sunnyvale, California

City of Palo Alto | *Replace Switchgear and Motor Control
Center*
Palo Alto, California

California Military Department | *Camp Roberts*
Camp Roberts, California

Santa Clara County | *Main Jail South* | *Control Room
Upgrades*
San Jose, California

EDUCATION | PROFESSIONAL LICENSE

Master of Science, Mechanical Engineering
University of Texas at Austin

Bachelor of Science, Electrical Engineering
University of Texas at Austin

Professional Engineer
California #M21000 - 1980
California #E10342 - 1979

Contractors License
California #750193 - Class B

AFFILIATIONS

**American Society of Heating, Refrigerating and Air-
Conditioning Engineers**
Member

International Society for Pharmaceutical Engineering
Member

**International Facility Management Association - Silicon
Valley**
Member

Association for Facilities Engineering
Member

Rotary Club of Santa Clara
Member



Lorenzo R. Rios, PE

PRINCIPAL / PROJECT EXECUTIVE



Lorenzo R. Rios is Principal at Advanced Design Consultants, Inc., and as such he serves as a Project Executive is managing several architectural/engineering design projects for many of the company's clients. His 20+ years of experience include a wide range of technical and communication skills which can be applied to an assortment of industries. His primary focus has been in the semi-conductor cleanroom industry and commercial/industrial building improvements. His expertise is the engineering design complex facilities in which hazardous products are used in product development along with complex manufacturing tools and equipment. As a Thermal Fluids focus in mechanical engineering, Lorenzo has an extensive knowledge of complex mechanical systems which he applies to all projects he manages. His experience is multi-disciplinary and he is well versed in the electrical engineering, structural engineering and building design standards as well.

SELECTED EXPERIENCE

City of San Jose | *Camden Community Center Shelter*
San Jose, California

City of San Jose | *City Hall HVAC & Fire Alarm Controls Upgrade*
San Jose, California

City of San Jose | *City National Civic Auditorium | New HVAC System*
San Jose, California

City of Dublin | *HVAC & Roof Replacement*
Dublin, California

City of Palo Alto | *Replace Switchgear and Motor Control Center*
Palo Alto, California

Confidential Client | *Laboratory Renovatio*
Livermore, California

Confidential Client | *B298 ACU-05 Replacement*
Livermore, California

California Military Department | *Camp Roberts*
Camp Roberts, California

City of Sunnyvale | *Renovations for Internal Affairs at Community Center*
Sunnyvale, California

Veterans Administration Medical Center | *PRRC*
Martinez, California

Veterans Administration Medical Center | *Construct Outpatient Mental Health Services*
Mather, California

City of Menlo Park | *MPOE Room HVAC Upgrades*
Menlo Park, California

City of Menlo Park | *Dispatch Radio Room HVAC Upgrades*
Menlo Park, California

City of Menlo Park | *2021 Recreation Center HVAC Study*
Menlo Park, California

City of Menlo Park | *EV Charging Stations Install*
Menlo Park, California

City of Milpitas | *MEP Services for Fire Doors*
Milpitas, California

City of Milpitas | *Electrical Upgrades at Pump Stations*
Milpitas, California

City of Fremont | *Development Center*
Fremont, California

EDUCATION | PROFESSIONAL LICENSE

Bachelor of Science, Mechanical Engineering
San Jose State University

Professional Engineer
California #M36814 - 2013

AFFILIATIONS

American Society of Heating, Refrigerating and Air-Conditioning Engineers
Refrigeration Chair & Member

Association for Facilities Engineering
Member

U.S. Green Building Council
Member



Dina Aljuburi, MBA, LEED AP

PROJECT MANAGER / MECHANICAL ENGINEER



Mrs. Aljuburi has 24 years of experience in HVAC design of commercial and industrial buildings, institutional facilities in addition to specialized mechanical systems such as clean rooms, wet and dry laboratories, health care and testing centers. She also serves as project manager, project engineer and a project coordinator depending on the project, and is responsible for the quality control management, team coordination and client relationships. She is highly organized and has excellent internal & external team coordination skills. She is hands-on from the initial proposal and through the entire project management process including process plan coordination, design, plan submittals, change orders, construction administration support.

SELECTED EXPERIENCE

Confidential Client | *Laboratory Renovatio*
Livermore, California

Confidential Client | *B298 ACU-05 Replacement*
Livermore, California

City of Scotts Valley | *Generator Installation at Senior and Community Center*
Scotts Valley, California

City of Scotts Valley | *City Hall HVAC*
Scotts Valley, California

City of Menlo Park | *BHCC Electric Dryer*
Menlo Park, California

City of Menlo Park | *MCC Electric Dryer*
Menlo Park, California

City of Menlo Park | *Dispatch Radio Room HVAC Upgrades*
Menlo Park, California

City of Menlo Park | *MPOE Room HVAC Upgrades*
Menlo Park, California

Arista | *3510 Basset MEP*
Santa Clara, California

Lockheed Martin | *B157 Surveillance & Navigation*
Sunnyvale, California

Lockheed Martin | *Relocate Hazmat Storage*
Sunnyvale, California

Lockheed Martin | *B172 Mainframe Pump*
Sunnyvale, California

Lockheed Martin | *B157 SBIRS/FTA Labs*
Sunnyvale, California

TDK/Headway | *Building 1 | Phase 1 Expansion*
Milpitas, California

Supermicro | *B23 BI Rn Liquid Cooling*
San Jose, California

Tesla | *Backlight Lift Assist*
Fremont, California

Tesla | *F22-0073 GA3 Mezzanine Beam Removal*
Fremont, California

EDUCATION | PROFESSIONAL LICENSE

Master of Science, Business Administration
University of Phoenix

Bachelor of Science, Mechanical Engineering
University of Technology, Baghdad Iraq

Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

AFFILIATIONS

American Society of Heating, Refrigerating and Air-Conditioning Engineers
Member

Iraqi Childrens Foundation
Member

Project Manager Network
Member

Association for Facilities Engineering
Member

Rotary Club of Santa Clara
Member



Eman Bermami, AIA, NCARB, LEED AP

ARCHITECT

Ms. Bermami is a Certified Architect in California as well as holds the certifications of LEED AP and NCARB professional. She has 37 years of architectural experience. Ms. Bermami is responsible for the design of architectural elements including ADA, interior design, space planning and ingress and regress paths. She has ample experience in Master Planning, Feasibility Studies, design of new facilities, and renovations across governmental, commercial, educational and residential industries. She is well versed in District State Architect (DSA) processes and procedures.

SELECTED EXPERIENCE

City of San Jose | *Fossa Night House*

San Jose, California

City of San Jose | *Camden Community Center Shelter*

San Jose, California

City of Sunnyvale | *Renovations for Internal Affairs at Community Center*

Sunnyvale, California

City of Sunnyvale | *DPS Emergency Generator Replacement*

Sunnyvale, California

City of Menlo Park | *Rec Center HVAC*

Menlo Park, California

City of Menlo Park | *Fire Alarm*

Menlo Park, California

California Military Department | *Camp Roberts*

Camp Roberts, California

California Military Department | *Camp Roberts B6428*

Reno for JLTV

Camp Roberts, California

California Military Department | *Van Nuys Armory Fire Protection*

Van Nuys, California

Cal Vet | *Conex Box Study*

Fresno, California

Judicial Council of California | *Bellflower Courthouse*

Bellflower, California

Orange County Fair & Event Center | *The Cultural Zone*

Costa Mesa, California

Orange County Fair & Event Center | *Administration Building*

Costa Mesa, California

Image Printing Solutions | *New 19,100 SF Office Building*

Irvine, California

California State University, East Bay | *Multi-Campus Master Plan & Feasibility Studies*

Hayward, California

California Sate University | *Campus Sports Complex & Tennis Team Building*

Los Angeles, California

EDUCATION | PROFESSIONAL LICENSE

Bachelor of Arts, Architecture Engineering

University of Baghdad, School of Architecture

Architect

California C29420 - 2003

Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

AWARDS & RECOGNITION

ATI Creative Design Award & Exceptional Performance

November 2011

NMIIC Interfaith Bridge Builder Award

May 2011

ATI Exceptional Performance

September 2008

Women in Construction Award

January 1998

AFFILIATIONS

Newport, Mesa, Irvine Interfaith Council, (NMIIC)

Board of Directors

American Institute of Architects (AIA)

Member



Roland Lazzarotto, AIA, LEED

ARCHITECT, LABORATORY LIAISON

Roland Lazzarotto has over fifty years of experience in all facets of wet and dry labs, office, industrial, microelectronics and biotech architectural projects. Roland has also managed the design and construction of university buildings, medical office buildings, and data centers. He specializes in complex projects that require special attention due to complex program, multi-party clients, aggressive schedule, large size or existing conditions requiring special accommodations. He has experience with many projects where he was responsible for the front-end programming, site selection, site master planning and building design of many office and high tech facilities. In the past 25 years Roland has completed several hundred tenant improvement projects in Northern California that have included clean rooms, labs and various types of office developments. Roland is a talented award-winning designer who works well with a team. His approach is to keep in balance the main project drivers of time, money and scope. He has developed a reputation among co-workers, engineers and contractors as one who can be depended on and trusted. Roland enjoys the team approach of a design-build project and has been selected by many general contractors to be their architect.

SELECTED EXPERIENCE

Keysight Technologies | *New Building for Anechoic Testing Chamber*

Rancho Santa Margarita, California

Union Sanitary District | *Lab and Operations Building Programming*

Union City, California

Chiron | *Building M GMP Upgrade*

Emeryville, California

Bionovo | *Manufacturing Plant*

Hayward, California

State of California | *DOJ Crime Lab*

Richmond, California

Bayer | *Diagnostics Lab Design*

Berkeley, California

Quantum/Maxtor | *Testing Labs Design*

Milpitas, California

GTE Government Systems | *New High Security SCIF for DOD*

Mountain View, California

Ask Jeeves | *Headquarters Office Expansion*

Emeryville, California

Chevron Park | *New Headquarters Site*

San Ramon, California

EDUCATION | PROFESSIONAL LICENSE

Bachelor of Arts, Architecture

University of California, Berkeley

Architect

California C9635 - 1978

Leadership in Energy and Environmental Design Accredited Professional (LEED)

AFFILIATIONS

International Society for Pharmaceutical Engineering (ISPE)

Member

Lake Vera Mutual Water Co.

President

Fratellanza Club, Oakland)

Board Member



Gewargis Youssefi, LEED AP, PE

SENIOR MECHANICAL/HVAC ENGINEER

Mr. Youssefi is a Senior Mechanical Engineer at ADC. He is a registered professional engineer (P.E.) and a certified LEED AP. He brings over 15 years of extensive engineering experience in HVAC systems design. His expertise concentrates on projects including HVAC new Systems and Upgrades, Feasibility Studies, LEED design, Mechanical Systems Design, humidification/dehumidification, Central Boiler plants, Chiller Plants and Cooling Towers. He is able effectively coordinate with different trades, city departments, and utility providers involved in project design in order to prepare a complete design. Mr. Youssefi has successfully completed multiple Federal and Municipal projects from conceptual phase till construction documents.

SELECTED EXPERIENCE

City of San Jose | *Camden Community Center Shelter*
San Jose, California

City of San Jose | *Fossa Night House*
San Jose, California

City of San Jose | *City Hall HVAC & Fire Alarm Controls Upgrade*
San Jose, California

Veterans Administration Medical Center | *PRRC*
Martinez, California

Veterans Administration Medical Center | *Building 650 1st Floor Renovation*
Mathers, California

Veterans Administration Medical Center | *Construct Outpatient Mental Health Services*
Mather, California

Veterans Administration Medical Center | *Building 100 & 101 Emergency Generator*
Palo Alto, California

California Military Department | *Camp Roberts*
Camp Roberts, California

City of Palo Alto | *Lucie Stern Buildings*
Palo Alto, California

Confidential Client | *Laboratory Renovatio*
Livermore, California

Confidential Client | *B298 ACU-05 Replacement*
Livermore, California

City of Milpitas | *Community Center HVAC*
Milpitas, California

City of Vallejo | *Full MEP Services for Design Vallejo Transit Center*
Vallejo, California

City of Dublin | *HVAC & Roof Replacement*
Dublin, California

City of Gilroy | *Back up Generator*
Gilroy, California

Santa Clara County | *Main Jail South | Control Room Upgrades*
San Jose, California

City of Sunnyvale | *DPS Emergency Generator Replacement*
Sunnyvale, California

City of Sunnyvale | *City Hall Annex Generator*
Sunnyvale, California

EDUCATION | PROFESSIONAL LICENSE

Bachelor of Science, Mechanical Engineering
University of Iran Science and Technology

Professional Engineer
California #M33044 - 2006

AFFILIATIONS

American Society of Heating, Refrigerating and Air-Conditioning Engineers
Member



Alex Hernandez, PE

SENIOR ELECTRICAL ENGINEER



Mr. Hernandez has extensive experience in electrical systems study and design, power modules and power distribution. He has successfully completed projects for Industrial and Commercial clients as well as local and federal government agencies. Mr. Hernandez's areas of expertise include power system engineering, preparation of drawings, specifications and equipment selection, power distribution design and modifications for code compliance. Mr. Hernandez has completed fault current analysis, short circuit studies, arc flashing and electrical systems coordination for over 20 projects.

SELECTED EXPERIENCE

California Military Department | *Camp Roberts*
Camp Roberts, California

City of San Jose | *Camden Community Center Shelter*
San Jose, California

City of San Jose | *Fossa Night House*
San Jose, California

City of San Jose | *Plaza Meter Upgrade*
San Jose, California

City of San Jose | *City Hall Annex Parking Lot*
San Jose, California

City of San Jose | *City National Civic Auditorium | New HVAC System*
San Jose, California

City of Sunnyvale | *DPS Emergency Generator Replacement*
Sunnyvale, California

City of Sunnyvale | *Renovations for Internal Affairs at Community Center*
Sunnyvale, California

City of Palo Alto | *Replace Switchgear and Motor Control Center*
Palo Alto, California

City of Palo Alto | *Lucie Stern Buildings*
Palo Alto, California

City of Menlo Park | *EV Charging Stations Install*
Menlo Park, California

City of Milpitas | *MEP Services for Fire Doors*
Milpitas, California

City of Milpitas | *Electrical Upgrades at Pump Stations*
Milpitas, California

City of Dublin | *HVAC & Roof Replacement*
Dublin, California

City of Gilroy | *Back up Generator*
Gilroy, California

City of Mountain View | *Five 150kW Generators to serve Water Well Site*
Mountain View, California

Veterans Administration Medical Center | *PRRC*
Martinez, California

Veterans Administration Medical Center | *Building 100 & 101 Emergency Generator*
Palo Alto, California

Confidential Client | *Laboratory Renovatio*
Livermore, California

Confidential Client | *B298 ACU-05 Replacement*
Livermore, California

Lawrence Berkeley National Lab | *ALS Controls HVAC Upgrade Retrofit*
Berkeley, California

EDUCATION | PROFESSIONAL LICENSE

Bachelor of Science, Electrical Engineering
University of Oklahoma

Professional Engineer
California #22586 - 2018

AFFILIATIONS

The Institute of Electrical and Electronic Engineers
Senior Member



David Hammond, PE

SENIOR PLUMBING, PROCESS PIPING & AUTOMATION CONTROLS ENGINEER

Mr. Hammond brings over 29 years of engineering experience, and holds a Bachelor's of Science in Mechanical Engineering from the State University of New York at Stonybrook. David has extensive experience working with HVAC cooling and heating load calculations, Chilled water plants, Boiler Plants. His areas of expertise include chiller sizing, boiler sizing, system layout and piping design, plumbing layout and design for commercial buildings. Having been a part of multiple boiler replacements with the ADC team, David is very well experienced and understanding of the necessary requirements of the boiler installation and replacement processes.

SELECTED EXPERIENCE

City of San Jose | *Camden Community Center Shelter*
San Jose, California

City of San Jose | *City National Civic Auditorium* | *New HVAC System*
San Jose, California

City of San Jose | *City Hall HVAC & Fire Alarm Controls Upgrade*
San Jose, California

City of Dublin | *HVAC & Roof Replacement*
Dublin, California

City of Palo Alto | *MSC Gas Line Upgrade*
Palo Alto, California

City of Palo Alto | *Lucie Stern Buildings*
Palo Alto, California

City of Palo Alto | *LED Lighting for VTA*
Palo Alto, California

City of Sunnyvale | *DPS Emergency Generator Replacement*
Sunnyvale, California

City of Milpitas | *MEP Services for Fire Doors*
Milpitas, California

City of Menlo Park | *Park Recreation Center HVAC Study*
Menlo Park, California

City of Fremont | *Community Center HVAC*
Fremont, California

Confidential Client | *Laboratory Renovatio*
Livermore, California

Confidential Client | *B298 ACU-05 Replacement*
Livermore, California

City of Gilroy | *Back up Generator*
Gilroy, California

Veterans Administration Medical Center | *Construct Outpatient Mental Health Services*
Mather, California

Veterans Administration Medical Center | *PRRC*
Martinez, California

Veterans Administration Medical Center | *Building 6501st Floor Renovations*
Mathers, California

TDK/Headway Technologies | *Phase 2 Expansion*
Milpitas, California

California Military Department | *Camp Roberts*
Camp Roberts, California

Cal Vet | *Conex Box Study*
Fresno, California

EDUCATION | PROFESSIONAL LICENSE

Bachelor of Science, Mechanical Engineering
State University of New York at Stonybrook

Professional Engineer
California #M30389 - 1995
New York #16 073561
Alaska #ME13606

AFFILIATIONS

American Society of Heating, Refrigerating and Air-Conditioning Engineers
Member

Association for Facilities Engineering
Member

Key Personnel

Robert Shaffer, PE - Partner and Principal

Robert Shaffer worked in his own firm for 20 years which included contract work for Morris Engineering before forming a partnership, Morris Shaffer Engineering LLP, with Ron Morris in 2016. He has a diverse background that is reflected in the types of projects that he has completed. Some background experiences include concrete tilt-up design and construction, agricultural buildings, extensive background in residential design and construction, commercial buildings. He has over 25 years of experience providing structural design services. His area of expertise includes light commercial and industrial facilities, residential design and construction, agricultural buildings, cold formed steel design, aluminum design and seismic retrofit of existing structures.

Outside of work, Robert can be found backpacking and photographing in summer and skiing in winter.

Education - Bachelor of Science, Civil Engineering, California Polytechnic State University, Pomona, California

Sara Aukes, PE - Partner and Principal

Sara Aukes received her BS in Civil Engineering with a minor in Geological Sciences from Northwestern University in 2003. In the years following her graduation from college, she worked for 2 major Bay Area structural engineering firms while gaining experience in obtaining her California EIT and PE licensure. In 2007 she started her tenure at Morris Engineering and joined the partnership of Morris Shaffer Engineering in 2016. Her focus is on residential design where she equally relishes the challenges that come with designing high-end Pebble Beach residences and remodel work for creating reimaged spaces for traditional homes on a budget.

Outside of work, Sara can be found running, traveling and spending time with her husband and 3 sons.

Education - Bachelor of Science in Civil Engineering, Northwestern State University, Evanston, Illinois

Kerry MacDonald, PE, SE - Partner and Principal

Kerry MacDonald joined Morris Shaffer in 2018 and became a Partner in 2019. She has over 25 year of work experience, including stints in estimating at a large general contracting company and design at a space launch startup. She brings a large variety of project experience to Morris Shaffer including education, commercial, retrofit, industrial, rigging, and residential. Her focus at Morris Shaffer is entertainment and commercial projects. She is well versed in a variety of construction materials including steel, concrete, CMU, wood, and aluminum.

Outside of work, Kerry can be found traveling, cooking and spending time with her husband and 2 daughters.

Education - Bachelor of Science in Civil Engineering, University of California at Irvine

Geoffrey Clifford, PE, SE - Principal

Geoffrey Clifford was born Newcastle, Australia, receiving his education through college and beginning his career in Structural Engineering there before relocating to the San Francisco Bay area, obtaining experience with local design firms before gaining his California PE and SE licensure. In 1989 he became one of the founding partners of BCA, eventually becoming the sole Principal of BCA Structural Engineering Inc. In 2023, BCA merged with Morris Shaffer Engineering whereby Geoff became a Principal at Morris Shaffer. Geoffrey has extensive experience in public, institutional, education, commercial, and residential building design. His thorough analysis of building structures allows him to quickly deliver design solutions to clients while expediting their approval through Building Departments and various other government agencies. Geoffrey possesses a comprehensive knowledge of the latest structural advances involving design, allowing him to effectively support creative architectural solutions on all projects that he is involved with.

Outside of work, Geoff can be found golfing and spending time with his family.

Education - Bachelor of Science, Structural Engineering, Sydney Technical College, Sydney, Australia

MISSION ENGINEERS, INC.

Responsive Reliable Results Since 1953

Planning
Land Surveying
Civil Engineering
Construction Staking

Daniel Nunes, P.E., L.S.
Principal, President
Mission Engineers, Inc.

Mr. Nunes is responsible for directing the professional and technical staff assigned to the various engineering and surveying projects at Mission Engineers, Inc., and the certification of the final construction plans and survey maps. In addition, Mr. Nunes is responsible for coordination and gaining approvals from city, county, state and federal agencies and utility companies.

REGISTRATION

Professional Civil Engineer
California Registration No. 76449, Expires 12/31/24

Professional Land Surveyor
California Registration No. 9212, Expires 12/31/25

EDUCATION

Santa Clara University
Bachelor of Science – Civil Engineering Degree, 2003

CAREER HISTORY

2002 - Present	Mission Engineers, Inc., Santa Clara, CA
1998-2000	JDR Microdevices, Inc, San Jose, CA Quality Control & Staff Direction

2355 De La Cruz Blvd., Santa Clara, California 95050-3107
(408)727-8262 Fax (408)727-8285 www.missionengineersinc.com



RESUMÉ

JASON VAN ZWOL, PE, GE

Vice President – Chief Engineer

Education Bachelor of Science, Civil Engineering, San Jose State University, 1977
Master of Science, Civil Engineering (with concentration in Geotechnical), San Jose State University, 1980

Professional Registrations Civil Engineer: California (1981)
Geotechnical Engineer: California (1987)

Professional Affiliations American Society of Civil Engineers, Geotechnical Institute
Seismological Society of America
Geoprofessional Business Association
American Council of Engineering Companies - California

Experience:

1988 – Present: Chief Engineer, BAY AREA GEOTECHNICAL GROUP, San Jose, California: As one of the founding owners of the firm, Mr. Van Zwol has responsibility for company-wide quality control of engineering methods and practices, as well as being the Responsible Engineer in Charge for the laboratory materials testing. He also performs, directs, and/or reviews geotechnical investigations, construction monitoring, and materials testing services provided by the firm. He has extensive experience in the design and construction phases of major commercial, industrial and infrastructure projects in various soil and bedrock conditions found throughout the San Francisco Bay Area, including soft Bay Mud, alluvial soils, hillsides, landslides, expansive soils and bedrocks, and hard bedrock. He also provides ground motion hazard and site response analyses for significant projects throughout the Bay Area.

1983-88 Successively Project Engineer, then Supervisory Engineer, COOPER ENGINEERS, Redwood City, California.

1977-83 Staff Engineer, PSC ASSOCIATES, Mountain View, California.



Professional Profile

John Potis, RLA

Senior Associate Landscape Architect

CA Professional RLA #4790
jpotis@merrill-morris.com

Education, Affiliations and Credentials:

John Potis provides over 35-years of professional landscape architecture and civil engineering experience. He has extensive experience in civic, public works, institutional, recreational and transportation design projects. He brings a passion for formulating sustainable urban open spaces with interesting and enjoyable amenities that are safe, accessible. He has several specialized areas of expertise: sustainable eco efficient design, water conservation, storm water management, high use public space and vandal resistant design, and ADA guidelines and regulatory compliance. John has managed many public improvement projects ranging widely in size and complexity. He has successfully led projects from site feasibility studies and site design through construction documents and administration. He is experienced in identifying and meeting project scheduling and budget constraints. He works effectively with multiple project stakeholders, clients, and governmental agencies to reach consensus and support collaborative design.

BA Landscape Architecture, BS Natural Resources, Ball State University, Muncie, Indiana
Graduate School of Landscape Architecture, Ball State University, Muncie, Indiana
California Professional Registered Landscape Architect, License #4790
ReScape (Bay Friendly) Qualified Professional

Relevant Experience

Sunnyvale Cleanwater Center, Administration and Laboratory Building, Sunnyvale, CA

Landscape Project Manager. The new Administration and Laboratory Building project will house administration, outreach, operations, and laboratory at the existing Cleanwater Center on the edge of the San Francisco Bay. John led the MMP design team in responsibilities including coordination of grading for pedestrian access and pedestrian pavement layout and detailing for decorative pavements and outdoor classroom facilities, and stormwater management. The planting and irrigation design creates a vibrant educational context highlighting California native plants adapted to environment and tolerant to recycled water. John assisted with site features: monument signage, fencing, lighting, and furniture.

Monterey Advanced Water Treatment Facility, Monterey Regional Water Pollution Control Agency, Monterey, CA

Landscape Project Manager. The Monterey Regional Water Pollution Control Agency, as a part of the Pure Water Monterey Groundwater Replenishment Project, expanded their existing wastewater treatment plant to provide high quality recycled water. MMP developed the site restoration plan to reintroduce native plantings to this industrial facility utilizing construction and plant establishment techniques that do not require harmful chemical pesticides and fertilizers that can negatively impact water quality. This facility is to be a role model for other similar facilities and provide educational tours to schools and environmental organizations.

SFIA Mel Leong Industrial Waste Treatment Plant, San Francisco, CA

Landscape Project Manager for the SFIA Mel Leong Industrial Waste Treatment Plant, John's responsibilities and challenges included developing a low maintenance landscape utilizing California native plants that are adapted to an industrial and coastal environment and would thrive on the use of reclaimed water for irrigation. Project programming included the design of a sheltered outdoor break area for employees to relax and socialize in an isolated and exposed area of the San Francisco International Airport.

Contra Costa Water District, CCWD, Central Maintenance Facility Concord, CA

John Potis managed the construction documents for the CCWD expansion and landscape development for the new facility, which is an infill project within an existing office park. Visual access and landscape street frontage improvements were important to the client, as well as the incorporation of low water usage and bioswales in support of clean water policies. Heritage Oak preservation was paramount in achieving development plan approvals from the City of Concord and environmental agencies.

PG&E 24-hour Distribution Control Center, Concord, CA

Landscape Project Manager. The facility provides 24-hour power distribution services during disasters. The Landscape concept creates an attractive, functional, and sustainable design for the center's employees and visitors. John provided planting and irrigation design that includes an outdoor eating area for employees. A gravel parking area was restored with plantings featuring California native plants arranged to enhance the aesthetics of the surroundings and aid in facility security, coordinated with storm water mitigation systems and other utility infrastructure. All plants were chosen for low maintenance and low water use, conform to Water Efficient Landscape Ordinance (WELO) requirements. LEED Silver.



CHARGE HOURLY RATE SCHEDULE

Effective January 1st Through December 31st, 2024

Item	Discipline	Billing Rate
0001	Principal/Senior Manager	\$260.00
0002	Project Manager	\$200.00
0003	Cost Estimator	\$175.00
0004	Architect	\$220.00
0005	Architect-Designer	\$180.00
0006	Structural Engineer	\$220.00
0007	Structural Designer	\$180.00
0008	Mechanical Engineer	\$190.00
0009	Mechanical Designer	\$155.00
0010	Electrical Engineer	\$190.00
0011	Electrical Designer	\$155.00
0012	Civil Engineer	\$200.00
0013	Geotechnical Engineer	\$195.00
0014	Drafter	\$120.00
0015	Spec Writer	\$120.00
0016	Clerical	\$80.00

These hourly rates are based on personnel salaries, overhead, mark-up, and profit.

MISCELLANEOUS FEES

The following services are billed at 10% mark-up:

- Subcontracted services (including Consultants, Contractors, Legal, and materials).
- Permit fees or filing fees advanced by us.
- Transportation, meals and lodging for overnight travel and incidental travel expenses.
- Commercial delivery services, including Federal Express, Express Mail and Messenger Services.
- Excessive long distance telephone calls, telegrams, and other costs directly applicable to the project.
- Outside printing services.
- Additional project insurance.

MILEAGE \$.655/mile or [Current allowable rate established by the IRS](#)

ENGINEERING SERVICES										
Fee Proposal to the City of Brentwood										
Project: City of Brentwood Wastewater Treatment Plant Expansion										
TASK DESCRIPTION	PERSONNEL									TASK TOTAL VALUE
	PRINCIPAL	PROJECT MANAGER	ARCHITECT/ STRUCTURAL / CIVIL	SENIOR ENGINEER	DESIGN ENGINEER	REVIT/CADD DESIGNER	CADD DRAFTER/ PROJECT COORDINATOR	CLERICAL	TOTAL HOURS	
0% (PROJECT KICK-OFF)										
Kick-Off Meeting	2	2	6	0	0	0	0	4	14	\$2,560
Mobilization / Programming / Scheduling	2	2	8	16	0	16	0	0	44	\$7,960
Field Work / As-Built/ 3D Scan	0	4	8	0	16	0	16	0	44	\$6,960
(PROGRAMMING PHASE)										
Architectural & Landscape Programming Phase	0	8	16	0	0	16	16	0	56	\$9,280
Civil Programming Phase	0	0	16	0	0	0	8	0	24	\$4,480
Structural Programming Phase	0	0	16	0	0	0	8	0	24	\$4,480
Mechanical Programming Phase	0	0	0	8	0	0	0	0	8	\$1,520
Electrical Programming Phase	0	0	0	8	0	0	0	0	8	\$1,520
Plumbing Programming Phase	0	0	0	8	0	0	0	0	8	\$1,520
ROM Cost Estimate	1	4	2	0	4	0	0	3	14	\$2,360
Construction Specification	2	0	0	0	0	0	0	0	2	\$520
Quality Assurance/Control	2	4	0	0	0	0	0	0	6	\$1,320
Programming Phase Review Meeting	1	1	2	0	0	0	0	0	4	\$900
30% (SCHEMATIC DESIGN DEVELOPMENT)										
Architectural & Landscape Schematic Design	0	0	32	0	0	30	16	0	78	\$13,160
Civil Schematic Design	0	2	32	0	0	0	16	0	50	\$9,360
Structural Schematic Design	0	0	32	0	0	0	24	0	56	\$9,920
Mechanical Schematic Design	0	0	0	4	24	0	16	0	44	\$6,400
Electrical Schematic Design	0	0	0	4	24	0	16	0	44	\$6,400
Plumbing Schematic Design	0	0	0	4	16	0	8	0	28	\$4,200
ROM Cost Estimate	2	4	0	0	4	0	0	0	10	\$1,940
Construction Specification	0	0	0	0	0	0	0	0	0	\$0
Quality Assurance/Control	0	4	0	0	0	0	0	0	4	\$800
30% SD Review Meeting	1	2	2	0	2	0	0	0	7	\$1,410
60% (DETAILED DESIGN DEVELOPMENT)										
Architectural & Landscape Detailed Design	0	0	40	0	0	30	16	0	86	\$14,920
Civil Detailed Design	0	2	24	0	0	0	16	0	42	\$7,600
Structural Detailed Design	0	0	24	0	0	0	16	0	40	\$7,200
Mechanical Detailed Design	0	0	0	4	16	0	8	0	28	\$4,200
Electrical Detailed Design	0	0	0	4	16	0	8	0	28	\$4,200
Plumbing Detailed Design	0	0	0	4	16	0	8	0	28	\$4,200
ROM Cost Estimate	2	10	2	0	4	0	0	0	18	\$3,580
Construction Specification	0	0	0	0	0	0	0	0	0	\$0
Quality Assurance/Control	2	4	0	0	0	0	0	0	6	\$1,320
60% DD Review Meeting	1	2	2	0	2	0	0	0	7	\$1,410

	90% (CONSTRUCTION DESIGN DEVELOPMENT)									
Architectural & Landscape Construction Design	0	0	24	0	0	8	0	0	32	\$6,400
Civil Construction Design	0	0	24	0	0	0	16	0	40	\$7,200
Structural Construction Design	0	0	24	0	0	0	16	0	40	\$7,200
Mechanical Construction Design	0	0	0	4	16	0	8	0	28	\$4,200
Electrical Construction Design	0	0	0	4	16	0	8	0	28	\$4,200
Plumbing Construction Design	0	0	0	4	16	0	8	0	28	\$4,200
ROM Cost Estimate	2	8	0	0	4	0	0	0	14	\$2,740
Construction Specification	8	10	8	0	16	0	0	24	66	\$10,240
Quality Assurance/Control	2	4	0	0	0	0	0	0	6	\$1,320
90% CD Review Meeting	1	2	2	0	2	0	0	0	7	\$1,410
	100% (CONSTRUCTION DESIGN DEVELOPMENT/ISSUE FOR BID / PERMIT)									
Architectural & Landscape Construction Design	0	0	8	0	0	8	8	0	24	\$3,840
Civil Construction Design	0	0	8	0	0	8	8	0	24	\$3,840
Structural Construction Design	0	0	8	0	0	0	8	0	16	\$2,720
Mechanical Construction Design	0	0	0	4	8	0	8	0	20	\$2,960
Electrical Construction Design	0	0	0	4	8	0	8	0	20	\$2,960
Plumbing Construction Design	0	0	0	4	8	0	8	0	20	\$2,960
ROM Cost Estimate	2	4	0	0	4	0	0	0	10	\$1,940
Construction Specification	2	4	4	0	8	0	0	16	34	\$4,720
Quality Assurance/Control	2	4	0	0	0	0	0	0	6	\$1,320
100% CD Review Meeting/ Permit Application/ Permit Support/ Issue for Bid	1	8	4	0	4	0	6	0	23	\$4,080
	(CONSTRUCTION ADMINISTRATION)									
Punch Walk and Punch List	0	4	4	0	4	0	0	0	12	\$2,300
Bid-Walk and RFI	0	4	4	0	4	0	0	0	12	\$2,300
Submittal / RFI Review	4	8	16	0	16	0	0	16	60	\$9,920
OAC Meetings	2	24	8	0	8	0	0	0	42	\$8,320
Construction Support	2	6	8	0	8	0	0	0	24	\$4,720
"As-Builts" and Close-Out	0	4	0	0	0	0	16	0	20	\$2,720
Subtotal Hours	46	149	418	88	294	116	342	63		
RATE	\$260	\$200	\$220	\$190	\$155	\$140	\$120	\$80		
PERSONNEL COST	\$11,960	\$29,800	\$91,960	\$16,720	\$45,570	\$16,240	\$41,040	\$5,040		
							SUB-TOTAL	\$258,330		
							Soils Report	\$19,000		
							Load Reading	\$2,000		
							LUMP-SUM TOTAL	\$279,330		



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