

City of Piedmont  
COUNCIL AGENDA REPORT

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DATE: September 6, 2022

TO: Mayor and Council

FROM: Sara Lillevand, City Administrator

SUBJECT: Consideration of an Agreement with COAR Design Group for Architecture and Engineering Design Services for the Piedmont Dispatch Center Project in the Amount of \$296,555 and Approval of an Overall Budget for the Agreement

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RECOMMENDATION

By a single motion, take the following actions with regard to the proposed agreement with COAR Design Group (COAR) for architecture and engineering design services for the Piedmont Dispatch Center Project:

1. Approve the proposed agreement with COAR for architecture and engineering design services for the Piedmont Dispatch Center Project, based on a time and materials basis, at an amount not to exceed \$296,555
2. Approve an overall budget for this agreement of \$296,555 and authorize the City Administrator to spend up to this amount.

EXECUTIVE SUMMARY

On October 4, 2021, City Council prioritized the relocation and renovation of the Police Dispatch Center as the highest and best use for American Rescue Plan Act funding. Since that time, staff drafted and issued a Request for Proposals (RFP) to engage firms to provide Architecture and Engineering Design Services. COAR Design Group (COAR) was selected from the five proposals received by the May 9, 2022 response deadline. The fee for COAR's Design Services, which will cover all services extending from conceptual design through construction administration support, is \$296,555. For reference, the fees proposed by the five responding firms ranged from \$243,000 to \$438,000.

BACKGROUND

It is well known that the City has significant challenges with its existing facilities. Our City buildings are old and are in need of extensive renovations. Between 2014 and 2018, conceptual master plans were developed for the Community Pool, the Recreation Department, the Veterans

Memorial Building (absent the Police Department which occupies the basement of this building), Coaches Field and Linda Park. Thanks to the generosity of Piedmont voters and the successful passage of Measure UU, the Piedmont Community Pool will be rebuilt over the next two years. Much progress has been made to understand the challenges and opportunities for our City's recreation related buildings and spaces. Just prior to the COVID-19 pandemic, high level assessments of the Police Department and Fire Department/City Hall buildings revealed significant deficiencies requiring attention in those spaces as well. It is past time to undertake a comprehensive master planning effort for our public safety buildings and City Hall. In the meantime, we have some urgent needs that must be addressed.

Especially concerning is our dispatch center which is currently located within the Police Department in a portion of the building which has not been seismically retrofitted. The Veterans Memorial Hall was originally designed and constructed around 1950. The Piedmont Police Department has occupied the lower level of Veterans Memorial Hall since 1983. The Dispatch Center is located behind and to the right of the main Lobby.

Buildings of this age were not constructed in such a way as to be in compliance with the Essential Services Buildings Seismic Safety Act of 1986. This Act, and subsequent Building Codes, provide that Essential Services Buildings be *“designed and constructed to resist gravity forces, to minimize fire hazards and to resist, insofar as practical, the forces generated by winds and major earthquakes of the intensity and severity of the strongest anticipated at the building site without catastrophic collapse, but may experience some repairable architectural or structural damage. An essential services building as designed and constructed shall be capable of providing essential services to the public after a disaster. In addition, the equipment and other accessories which are necessary for the continued functioning of the essential services operations shall be anchored and braced to resist earthquake forces.”*

Police Stations and Emergency Communication Dispatch Centers are, by definition, Essential Services that must meet the requirements of the Essential Services Buildings Act in order to mitigate the real risk of discontinued operation if a catastrophic event such as a sizeable earthquake were to occur.

In addition to the risk of discontinued operation in a catastrophic event, the existing dispatch center requires immediate attention for safe and functional day-to-day operations as it is severely undersized, cramped, inefficient and unable to accommodate new required technologies. Additionally, these severe space restrictions have been particularly challenging during the pandemic as staff working together in tight spaces made it difficult to meet County Public Health Department social distancing regulations and challenged our efforts to mitigate exposure and infection of essential workers.

The dispatch center functions as the nerve center for the Piedmont community's access to public safety services, as well as to coordinate other needs for urgent City services. In recent years the dispatch center has received and managed an approximate annual average of 12,500 Police Department related calls for service and another 1000 calls related to the Fire Department. This does not include miscellaneous calls the dispatch center fields from the public and manages for

other City needs.

The workload for dispatch staff has increased significantly over the last decade and will continue to trend upward with the implementation of Next-Generation 911 and police reform efforts. The current physical space negatively impacts daily dispatching capabilities and is insufficient to accommodate neither impending changes to 911 nor dispatch best practices.

Within the building, there are many inefficiencies in the use of space, modern code compliance issues, and deficiencies specifically identified within the Police Department facility. These issues are known through various means, including user input and feedback during the development of the Facilities Maintenance Program within the City of Piedmont Public Works Department, as well as independent studies by outside consultants that have been initiated by the City to further identify issues and to help determine where limited funding should be prioritized to best move forward for a facility that could meet the current needs of the Police Department and City. These independent studies include the following two studies that are available upon request:

- Archilogix Report dated September 5, 2017
- Glass Architects Report dated October 30, 2019

These efforts and studies all drew similar conclusions regarding the inadequacy of the present facility and the urgent critical need for a modernized Dispatch Center.

Specifically, the overall conclusions drawn are that the current dispatch center is severely undersized, organized in an inefficient manner, and not able to meet the needs of evolving public safety services looking into the future. Of the specific deficiencies, the current space does not meet the requirements of the Essential Services Building Act. Also, because there is not an immediately adjacent restroom for female staff, continuous communication is potentially interrupted when the need arises to use their restroom. The Records Storage Room, which also contains the IT servers for PD, is undersized and in an inappropriate location with respect to the dispatchers.

As with many facets of operating a modern city, the public safety industry has been moving at light-speed with new technologies and systems to assist agencies with crime prevention, crime investigation, and inter-agency coordination. To that end, the City has made significant investments into such technologies and will continue to do so into the future. These currently include the Automated License Plate Reader (ALPR) camera system and the Public Safety Camera Program. These new essential systems have further impacted the limited space within the Dispatch Center. Moreover, the workload for the dispatch staff has increased significantly over the last decade and will continue to trend upward with the implementation of the Next-Generation 911 System, law enforcement reform efforts, and an anticipated need to increase dispatch staff. These many factors combine to highlight the need for a larger, more efficient, and technologically responsive Dispatch Center for the City.

Once the deficiencies were identified, City staff has methodically communicated the issues, needs, and the urgency to update the Dispatch Center to the City Council. Realizing the critical

need to address the issues sooner rather than later, at the meeting of October 4, 2021, the City Council prioritized the Project by allocating \$2,382,545 in funds from the American Rescue Plan Act (“ARPA”) for capital projects with the Dispatch Center project as the top priority.

Subsequent to the City Council’s prioritization of the Dispatch Center, the project team focused its efforts on drafting and issuing a Request for Proposals (RFP) to engage firms to provide Architecture and Engineering Design Services to renovate the Dispatch Center within the footprint of the existing Police Department. The RFP was released on March 23, 2022, with a response deadline of May 9, 2022. Five proposals were received from the following firms: SVA Architects, INC; Gutierrez Associates Architects; COAR; Indigo Hammond and Playle Architects (Indigo); and Noll and Tam Architects. Each proposal was reviewed independently by members of the project review team, which was composed of Chief of Police Jeremy Bowers, Public Works Director Daniel Gonzales, Support Services Commander Lisa Douglas, Fire Chief David Brannigan and Captain Chris Monahan.

Following this review, the top two rated firms, COAR and Indigo, were invited to in-person interviews, held on July 8, 2022. While both firms were experienced and capable, the review team was unanimous in selecting COAR as the firm most capable of meeting the City’s needs. COAR, headquartered in Santa Rosa, CA, stood out for several reasons. Beyond their thorough proposal and presentation, the firm has extensive experience performing similar dispatch/public safety facility design and construction, including:

- City of San Ramon – Joint Communications Center
- City of Los Altos – Emergency Operations Center
- California Highway Patrol – Dispatch Center for the Chico Area Office
- City of Central Marin – Police Station Headquarters and Dispatch Center
- City of Sausalito – New Public Safety Building Police & Fire

In addition to their relevant experience, COAR has a deep and highly qualified project team that demonstrated a clear understanding of the project opportunities and constraints. The firm also communicated an understanding of the rapid changes in 911 dispatch, policing, fire, and emergency preparedness environments.

The fee for COAR’s Design Services, which will cover all services extending from conceptual design through construction administration support, is \$296,555. For reference, the fees proposed by the five responding firms ranged from \$243,000 to \$438,000.

### FISCAL CONSIDERATIONS

In October 2021, the City Council approved the allocation of \$2,382,545 of the \$2,663,729 American Rescue Plan Act (ARPA) funds received to infrastructure projects. The relocation and remodel of the dispatch center was given top priority. The cost of the services outlined in this agreement will be paid from these funds.

CITY ATTORNEY REVIEW

The attached Agreement was reviewed and approved as to form by the City Attorney.

By: Daniel Gonzales, Director of Public Works  
Jeremy Bowers, Chief of Police

ATTACHMENTS

1. Proposed Agreement with COAR
2. COAR Proposal
3. Architecture and Engineering Design Services RFP

## CONTRACT

This Contract made \_\_\_\_\_ (“Effective Date”), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and COAR Design Group, an ("Independent Contractor").

1. City is a municipal corporation which needs certain services and software as more specifically set forth hereafter.
2. Independent Contractor agrees to provide these services and software to the City under the terms and conditions set forth in this Contract (“Contract”).

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein

4. Compensation

- a. City will pay the Independent Contractor on a time and materials basis a not to exceed fee of: \$296,555 dollars for the services described in Section 3 above. City shall issue payment within 30 days of the satisfactory completion of the services described in Section 3 above.

5. Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate three years from the Effective Date.

6. Contractual Relationship

The parties intend that an independent contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively “Indemnitees”) from and against any and all liability, claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) (“Liability”), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor.

For design professionals (as that term is defined by Civil Code § 2782.8) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnitees from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion, and this section shall survive the termination of the Contract.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of California, with Statutory Limits.
4. Professional Liability (Errors & Omissions): As appropriate to Independent Contractor’s services, and not less than \$2,000,000 per occurrence.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Independent Contractor’s insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor’s insurance and shall not contribute with it.

Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.



Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 200 E Street, Santa Rosa, CA 95404, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:

- (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violation(s).
  - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
  - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
  - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

19. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

20. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

21. Waiver

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

COAR Design Group:

By: \_\_\_\_\_  
Theadora Gray King, Mayor

By: \_\_\_\_\_  
Title:

Attest:

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John O. Tulloch, City Clerk

Approved as to form and legality:

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Michelle Marchetta Kenyon, City Attorney  
Deepa Sharma, Assistant City Attorney



August 16, 2022

Jeremy Bowers, Police Chief  
**City of Piedmont**  
120 Vista Avenue  
Piedmont, CA 94611

**RE: Architectural Services – Piedmont Police and Fire Dispatch Center  
Proposal, revised 080522**

Dear Chief Bowers,

In accordance with your request, I am pleased to offer this revised proposal for the design and construction support services for the proposed relocation of the existing Dispatch facilities into what is currently serving as the City Emergency Operations Center. This proposal includes the work of our subject matter expert on Emergency Dispatch systems and equipment. These additional services will be provided by DNI (Definitive Networks, Inc.) as a sub-consultant to COAR Design Group. This proposal is based on the scope of services that we believe is necessary to successfully complete this project. If there are scope items that are not included, or that are not necessary, we would be pleased to adjust the scope and fee to meet your needs.

The scope for the project is as follows:

Project includes modifications to the existing EOC/Conference room space located at the southeast corner of the existing Police facility. The modifications will include a potential addition out to the east off the existing lobby to create a new lobby space, as well as all required modifications of the EOC space to facilitate the move of all required Dispatch Equipment. As part of this modification, access to secure restrooms/breakroom and other areas within the Police Station will be required. Work will also include relocation of required electrical service and communications/data service into the area of modification. Work will also include improvements to the current Dispatch space once all equipment has been moved, to create additional useable space for PD functions.

Schematic design work on the project will include exploring multiple options for the scope of improvements, including upgrades to current standard code compliance, as well as upgrades to meet Essential Service Requirements. It is anticipated that compliance with Essential Service Requirements will not be

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possible or practical, so the balance of this proposal (DD/CD/CA) is based on standard code compliance upgrades. Should the City determine full compliance with Essential Service Requirements is desired/required an additional services proposal can be provided at that time.

It is anticipated that the budget for the project will be \$2.3M. A cost estimate will be provided as part of the concept design effort to insure that the project can be constructed within the available funding. If additional funding is not available some project scope reductions may be required.

We are proposing to offer the following scope of services for each project:

**SCHEMATIC DESIGN PHASE (TASKS 1-5)**

1. Kick-off meeting with key project personnel and stakeholders to establish objectives, discuss budget, program and design issues.
2. Meet with City Building Department to review all requirements including accessibility issues and approval process. It is assumed that no Discretionary Design Review will be required.
3. Perform code analysis on the area of improvements and impacts to overall building/site.
4. Develop Preliminary Building Floor Plans and Building Elevations for the existing building modifications. Development of two design options is anticipated – one for compliance with Essential Service Requirements and one for standard code compliance.
5. Develop preliminary structural engineering recommendations for the two design options.
6. Develop preliminary mechanical and electrical engineering recommendations for the two design options.
7. Make required submissions to City for Schematic review and approval. Drawings required for this submittal would include:
  - a. Code Compliance Plans
  - b. Demolition Plans
  - c. Schematic Floor Plan
  - d. Schematic Structural, Mechanical and Electrical plans

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- e. Preliminary Finish Schedule
  - f. Basis-of-Designs for each discipline
  - g. Statement of Probable Construction Cost
8. Make required presentations to City to review proposed design.
  9. Make required modifications to Schematic Design to obtain Schematic Design approval.
  10. After obtaining written approval of Schematic Design we will proceed into Design Development.

**DESIGN DEVELOPMENT PHASE (TASK 6)**

1. Continued development of Floor Plan.
2. Continue to develop building structural, mechanical, plumbing and electrical systems consistent with design concept.
3. Coordinate with Owner systems for phone/data/cable requirements.
4. Develop designs for the physical systems to support the Dispatch Center, including:
  - a. Document Current Infrastructure (Manufacturer, Model, Serial Numbers, Warranty, Power Consumption, Cooling Requirement, Etc.)
    - i. Racks
    - ii. Servers
    - iii. Networking Gear
    - iv. Universal Power Supplies (UPS)
    - v. Phone Systems
    - vi. Radio Systems (Will require support from County Radio)
    - vii. Cabling
    - viii. Telecommunications
  - b. Assist design team with design of the server room and dispatch center.
  - c. Assist team with determining electrical loads, cooling requirements, cabling requirements, etc.
  - d. Develop equipment specifications for server racks, cable trays, networking equipment, virtual servers, etc.

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- e. Work with the City to Create a Migration Strategy to New Dispatch Center for Data Backups, Servers, Networking Gear, Radio Gear (Will require support from County Radio), Telecommunications. This effort will also assess existing operations to remain operating off existing systems for Fire, Police and City Hall.
5. Prepare preliminary Interior Elevations.
6. Prepare preliminary interior material and color boards for review and selection.
7. Work with City to develop Preliminary fixture and furniture layouts as a test fit within the design.
8. Meet with City Staff as required to present Design Development Plans and get comments on presented design.
9. After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Construction Documents.

**CONSTRUCTION DOCUMENTS PHASE (TASK 7)**

1. Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required architectural, structural, mechanical and electrical design. It is assumed for this proposal that the City will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 60%, 95% and final and will include plans, specifications and calculations.
2. For IT Specific Equipment:
  - a. Develop Parts List for RFP to be issued separately from contract for construction.
  - b. Manufacturers, part numbers, specs
  - c. Installation Instructions
  - d. Qualification Requirements
  - e. Coordinate with City on issuance of RFP
  - f. Review RFP Prior to Posting



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3. Submit plans to City Building Department for Building permit plan check, and perform all required revisions to construction documents based on Building Department's plan check comments (Note: plan check and permit fees are not included).
4. Meet with City as required to review final design and construction documents.

**BIDDING PHASE (TASK 8)**

1. Provide final original drawings and specifications (and electronic copies) for use in bid packages. For this proposal it is assumed that the city will advertise and distribute bid packages.
2. Interpret and clarify contract documents for contractors, and assist in issuing addenda as required.
3. Attend a Pre-Bid walkthrough at the site with all interested contractors.
4. Participate in bid opening, review contractor's detailed cost breakdown, proposed substitutions and assist the City in evaluation of the bids.

**CONSTRUCTION ADMINISTRATION PHASE (TASK 9)**

Construction contract administration services are based on a six month construction period, from Authorization to Proceed through Punch list Inspection. The following services will be provided:

1. Attend Pre-Construction conference.
2. Review and approve or take other appropriate action upon Contractor's submittals and shop drawings as required by contract documents.
3. Interpret contract documents (including all sub-consultant disciplines) for proper execution and progress of construction, including responding to contractor's requests for information and clarification, and issuing ASI's (Architect's Supplemental Instructions).
4. Make scheduled site visit every other week during the course of construction (total of 13) to observe the project, and prepare site visit

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- report (meeting minutes). Site visit shall include meeting with contractor, and City representative to review progress of construction, review pending RFI and Change Order information, and observe the construction to verify work is proceeding in accordance with construction documents.
5. Provide two site visits per discipline (by the respective engineers) for structural, mechanical, and electrical engineering, security systems, IT systems, communications, telephone, data systems, and other required components consistent with the program requirements to review progress of construction and conformance with construction documents.
  6. Make one additional site visit to perform Punchlist Inspection, and one additional visit to perform Final Inspection. Punchlist Inspection will include a detailed listing of all items remaining to be completed by the Contractor. Final Inspection will certify that all work has been completed in accordance with construction documents.
  7. For IT Specific Equipment:
    - a. Review submittals to insure compliance with design plans and RFP requirements
    - b. Review installed work for compliance with design plans and specifications
    - c. Provide assistance to City in developing a migration plan to start up new facilities
  8. Assist in reviewing and processing contractor's progress payment requests, and certifying the amounts due to the contractor.
  9. Process contractor's building As-Builts, warranty information and related information including updating electronic drawing files and providing them to the County.
  10. Provide a Letter of Completion to the City certifying that the Project was completing in accordance with construction documents and specifications.

**ADDITIONAL SERVICES TO BE PROVIDED ON AN HOURLY BASIS (TASK 10)**

The following items are not included in the current Basic Services, and will be provided as additional services only after written authorization is received.

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Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis per the Hourly Rates.

Additional Services not included in our basic scope of work include:

1. Modifications to existing building interior spaces for upgrades or code compliance beyond the areas proposed as part of the scope of the project.
2. Upgrades or modifications to existing building electrical service, main electrical panel locations and/or coordination with PGE.
3. Revisions to existing building HVAC, power or lighting systems other than in the areas of work proposed as a part of the project.
4. Significant modifications to the existing building main lateral (earthquake/wind) resisting force system are not included at this time. The proposed programming and modifications will need to avoid modifying the existing building's structural lateral system.
5. A Geotechnical Report (not included in scope) is recommended but not likely required for limited scope option (to be confirmed with building official during schematic design) with foundation and seismic design parameters. Based on similar site information, shallow spread footings on engineered fill or natural soils is included. Alternate foundation systems such as mat or post-tensioned slabs or deep pier or pile foundations with non-grade supported slabs and grade beams as well as liquefaction or slope stability mitigation are not provided for as options within this scope of services.
6. Civil Engineering or Landscape Design services.
7. Revisions to Preliminary Design or Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval, such as direction from the County Building Official).
8. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, size, quality, complexity, schedule, or the method for bidding and contracting for construction.

Piedmont Police and Fire Dispatch Center Proposal  
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9. Processing change requests for Owner requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.
10. Providing services in conjunction with evaluating substitutions proposed by the Contractor, and making subsequent revisions to Contract Documents resulting from such.
11. Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.
12. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
13. Providing "Special Inspection" services required by law or the Contract Documents.
14. Services in conjunction with any required discretionary approvals.
15. Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Easement adjustments, Deeds, construction staking or other documents in conjunction with the project site.
16. Topographic surveys.
17. Providing Phase One Environmental services for Soils, Asbestos or Lead survey and remediation.
18. Commissioning Services.
19. Fire Protection Engineering design services.
20. Preparation of SWPPP studies or reports.
21. Actual procurement of equipment, or install and on-going operational assistance. DNI is capable of providing those services directly to the City if those items are desired in the future.

Piedmont Police and Fire Dispatch Center Proposal  
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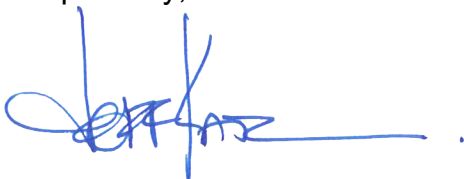
22. Preparation of documentation to process the project through the US Green Building Council as a LEED project.
23. Design of photo-voltaic electrical generation systems or solar hot water systems.
24. Plan check fees, permit fees, and permit processing (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.
25. All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

We propose to provide the stated basic services for a fixed fee broken down as noted below. Invoices will be submitted monthly, in a format acceptable to the City, for the percentage of work completed during the month, on any particular phase.

Schematic Design Phase	\$ 57,450.00
Design Development Phase	\$ 88,445.00
Construction Documents Phase	\$102,750.00
Bidding Phase	\$ 6,000.00
Construction Administration Phase	\$ 41,910.00
Total	\$296,555.00

We appreciate the opportunity to present this proposal. I am available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. We are excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 504-0984.

Respectfully,



Jeff Katz, AIA  
 Principal

Piedmont Police and Fire Dispatch Center Proposal  
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**Exhibit "A"**

**HOURLY RATE SCHEDULE**

The following rates apply to work performed on an hourly basis.

Principal Architect .....	\$ 260.00 per hour
Senior Project Manager .....	\$ 225.00 per hour
Project Manager .....	\$ 195.00 per hour
QC Manager .....	\$ 195.00 per hour
Job Captain .....	\$ 155.00 per hour
Specification Writer .....	\$ 195.00 per hour
Construction Administrator .....	\$ 190.00 per hour
Drafter .....	\$ 130.00 per hour
Secretarial .....	\$ 90.00 per hour
Structural Engineer.....	\$ 200.00 per hour
Civil Engineer .....	\$ 245.00 per hour
Mechanical Engineer .....	\$ 220.00 per hour
Electrical Engineer .....	\$ 225.00 per hour
Landscape Architect .....	\$ 210.00 per hour
Cost Estimator .....	\$ 175.00 per hour
Emergency Systems Expert (DNI) .....	\$ 200.00 per hour

Reimbursable Expenses will be charged at 1.1 times the direct cost.

Note: These rates will remain in effect until December 31, 2023, at which time they may be adjusted as a result of salary reviews



**CITY OF PIEDMONT  
120 VISTA AVENUE  
PIEDMONT, CA 94611**

## **REQUEST FOR PROPOSALS**

**ARCHITECTURAL & ENGINEERING  
DESIGN SERVICES**

**FOR THE**

## **POLICE & FIRE DISPATCH CENTER PROJECT**

**RFP Release Date  
March 23, 2022**

**PROPOSAL DUE:  
May 9, 2022 - 4:00pm**

**CITY OF PIEDMONT  
REQUEST FOR PROPOSALS  
Police & Fire Dispatch Center Project**

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**CITY OF PIEDMONT  
REQUEST FOR PROPOSALS  
Police & Fire Dispatch Center Project**

**STATEMENT OF INTENT**

The City of Piedmont (“City”) through the Department of Public Works (“DPW”), the Piedmont Police Department (“PPD”), and the Piedmont Fire Department (“PFD”) issues this Request for Proposals (“RFP”) with the intent to secure professional services for complete architectural and engineering design, construction cost estimating, and construction administration services for the Police & Fire Dispatch Center Project (“Project”). The Project will encompass the design and construction associated with relocating the Dispatch Center to the Emergency Operations Center/Conference Room (EOC) area within the lower level of the Veterans Memorial Hall located at 403 Highland Avenue in Piedmont, California. The RFP is being managed by the Department of Public Works with the active involvement of Police and Fire Department, and City Administrator.

The City is specifically seeking the services of a professional design team (“Project Architect”) with the expertise, track record, and demonstrated constructability of successful public safety projects. In addition, the Project Architect must possess experience in designing creatively where retrofitting and re-purposing within an existing structure are a major design constraints, while also incorporating the latest innovative ideas and technologically driven systems typical to a modern police and fire department. Since public safety is a 24/7 operation, it will also be important that the Project Architect demonstrate a critical eye for the well-being of the staff, as well as experience working with the demands of an engaged public community. The overall goal is to create a modern, state of the art facility that will facilitate the highest and best level of staff’s execution of their public safety critical missions for the residents of Piedmont.

**INFORMATION TO PROPOSERS**

The RFP may be obtained from the City of Piedmont by downloading the document from the City of Piedmont website: <https://www.piedmontplanroom.com>.

A voluntary, Pre-Proposal Meeting will be held on **April 6, 2022 at 2:00pm** at the Emergency Operations Center (EOC)/Conference Room located at 403 Highland Ave., Piedmont, California 94611. After sign-in, introductory remarks, and an initial question and answer period, the participants will be given a walk-through tour of the Police Department and other support areas.

Request(s) for Information (“RFI”) and questions regarding the RFP must be submitted in writing. Electronic mail to the Project Manager: [cnakahara@piedmont.ca.gov](mailto:cnakahara@piedmont.ca.gov), is an acceptable form for questions and clarifications. The last day to submit questions or requests for information will be **April 18, 2022 at 5:00pm (PDT)**. RFI and questions via email will be accepted only if they meet the stated deadline.

All proposals must be made in the form specified in the RFP, and include all required supporting documents. Proposals must be delivered in a sealed envelope and addressed appropriately as specified in the RFP.

No bidder may withdraw their proposal within sixty (60) days from the Proposal Due Date. The City of Piedmont reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional proposals.

Proposals that respond to this RFP are physically due in hard copy, on **May 9, 2022 at 4:00pm** and must be in accordance with and contain all of the required components as detailed in this RFP. Proposals transmitted via email, late submissions, and mailed responses that are not received by the deadline will not be accepted.

**CITY OF PIEDMONT  
REQUEST FOR PROPOSALS  
Police & Fire Dispatch Center Project**

**INTRODUCTION**

The City of Piedmont (City) is a full service, charter city serving approximately 10,800 residents. It was established in 1907, and is located in the hills of north Oakland, overlooking the San Francisco Bay with a temperate climate and average rainfall. Currently, Piedmont is primarily comprised of architecturally designed, single family detached residences, which are well-maintained by its residents. Piedmont is characterized by its idyllic, tree-lined, well-maintained streets, excellent schools, responsive government, and low crime rate. Additionally, the city's own Police and Fire Departments provide extremely responsive services, which are attractive to older, long-time residents, as well as young families. These factors combined with an engaged and involved community adds significantly to the quality of life. A Vicinity Map is attached as Exhibit A.

The Piedmont Police Department occupies the entire lower level of the Veterans Memorial Hall at 403 Highland Ave., located at the corner of Highland Ave. and Vista Ave. The Police Department employs 19 sworn staff, including the Police Chief, one (1) Captain, four (4) Sergeants, ten (10) Police Officers, two (2) detectives, one (1) Juvenile Officer, ten (10) professional staff including (one (1) Support Services Commander, five (5) Dispatchers, two (2) Animal Services Officers, one (1) Records Specialist, one (1) Administrative Assistant), one (1) part-time Per Diem Dispatchers, two (2) part-time Reserve Police Officers, and three (3) part-time Community Service Officers. One (1) volunteer and the Police Explorers round out the staff of devoted public servants.

The Piedmont Fire Department is housed in the east wing of City Hall located at 120 Vista Ave. There is a driveway leading to secured parking between the east side of City Hall and the back, and west side of the Veterans Memorial Hall. The Piedmont Fire Department is a paid, professional fire department covering the 1.7 square miles of the City of Piedmont. The department consists of a single fire station with three units on duty 24/7. Daily staffing consists of 8 personnel working a 48/96 schedule on three shifts. Additional Fire personnel include a part time accounting clerk and the Fire Chief. Full staffing is 25.25 FTE. Exhibit B is attached showing the Relationship of Buildings and location of each department.

**BACKGROUND INFORMATION**

The Piedmont Police Department has occupied the lower level of Veterans Memorial Hall since 1983. Modifications have been made over the years to continually improve and update the facility in response to personnel needs, evolving technologies, and aging systems. Due to a number of factors, the one area that has not received much in the way of a complete upgrade, expansion, and modernization is the Dispatch Center. The Dispatch Center provides services for both the Police and Fire Departments and functions as the nerve center for the Piedmont community's access to public safety services, as well as to coordinate other needs for urgent City

services. Over the course of its recent history, the Dispatch Center facilitates approximately 12,000 events for police related issues and 1,000 fire related issues annually.

The Veterans Memorial Hall was originally designed and constructed around 1950. The Dispatch Center is located behind and to the right of the main Lobby. The current Emergency Operations Center/Conference Room (EOC) is to the left of the Lobby. Around 1998, the City decided to convert the existing Conference Room into its Emergency Operations Center (EOC). During that process, this room underwent a seismic upgrade and hardening, as well as an upgrade to the associated communications equipment. The design for this was completed by Baseline Engineering of Alameda, CA. and constructed by Barnes Construction.

The existing floor plan of the Police Department is attached as Exhibit C. The main level of the Veterans Memorial Hall is attached as Exhibit D. Photographs pertinent to this RFP are attached as Exhibit E.

Buildings of this age were not constructed in such a way as to be in compliance with the (later) Essential Services Buildings Seismic Safety Act of 1986. This Act, and subsequent Building Codes, provide that Essential Services Buildings be *“designed and constructed to resist gravity forces, to minimize fire hazards and to resist, insofar as practical, the forces generated by winds and major earthquakes of the intensity and severity of the strongest anticipated at the building site without catastrophic collapse, but may experience some repairable architectural or structural damage. An essential services building as designed and constructed shall be capable of providing essential services to the public after a disaster. In addition, the equipment and other accessories which are necessary for the continued functioning of the essential services operations shall be anchored and braced to resist earthquake forces.”* Police Stations and Emergency Communication Dispatch Centers are, by definition, Essential Services that must meet the requirements of the Essential Services Buildings Act. Besides this issue, the existing dispatch center requires immediate attention for proper, functional day-to-day operations. Additionally, the severe space restrictions have been exacerbated during the Covid 19 pandemic as staff working together in tight spaces made it difficult to meet Alameda County Public Health Department social distancing regulations, which challenged our efforts to mitigate exposure and infection of essential workers. Looking at the bigger picture, there is a real risk of discontinued operation if a catastrophic event were to occur.

Within the building, there are inefficiencies in the use of space, modern code compliance issues, and deficiencies specifically identified within the Police Department facility. These issues are known through various means, including user input and feedback during the development of the Facilities Maintenance Program within the City of Piedmont Public Works Department, as well as independent studies by outside consultants that have been initiated by the City to further identify issues and to help determine where limited funding should be prioritized to best move forward for a facility that could meet the current needs of the Police Department and City. These independent studies include the following:

- Archilogix Report dated September 5, 2017
- Glass Architects Report dated October 30, 2019

These efforts and studies all drew similar conclusions regarding the inadequacy of the present facility and the critical need for a modernized Dispatch Center. These reports are available for

review on the City of Piedmont website:

[https://www.piedmont.ca.gov/services\\_\\_\\_departments/public\\_works/city\\_projects](https://www.piedmont.ca.gov/services___departments/public_works/city_projects).

Specifically, the overall conclusions drawn are that the current facility is severely undersized, organized in an inefficient manner, and not able to meet the needs of evolving public safety services looking into the future. Of the specific deficiencies, the current space does not meet the requirements of the Essential Services Building Act. Also, because there is not an immediately adjacent restroom for female staff, continuous communication is potentially interrupted when the need arises to use their restroom. The Records Storage Room, which also contains the IT servers for PD, is undersized and in an inconvenient location with respect to the dispatchers. With respect to records access, this makes for inefficient workflow and interface with the public. The current IT Office is undersized and lacks adequate space for equipment needs.

As with many facets of operating a modern city, the public safety industry has been moving at light-speed with new technologies and systems to assist agencies with crime prevention, crime investigation, and inter-agency coordination. To that end, the City has made significant investments into such technologies and will continue to do so into the future. These currently include the Automated License Plate Reader (ALPR) camera system and the Public Safety Camera Program. These new essential systems have further impacted the limited space within the Dispatch Center. Moreover, the workload for the dispatch staff has increased significantly over the last decade and will continue to trend upward with the implementation of the Next-Generation 911 System, police department reform efforts, and increased dispatch staff. These many factors combine to highlight the need for a larger, more efficient, and technologically responsive Dispatch Center for the City.

## **BUDGET CONSIDERATIONS & PROJECT SCHEDULE**

Once the deficiencies were identified, City staff has methodically communicated the issues, needs, and the urgency to update the Dispatch Center to the City Council. Realizing the critical need to address the issues sooner rather than later, at the meeting of October 4, 2021, the City Council prioritized the Project by allocating up to \$2,382,545 in funds from the American Rescue Plan Act (“ARPA”) for capital projects. This amount includes soft costs for design, engineering, and construction administration, as well as hard costs for construction. In as much as these funds must be committed by December 31, 2024 and spent by the end of calendar year 2026, the City of Piedmont wants to move forward on this Project as soon as is practical.

## **PROJECT DESCRIPTION**

The Project scope of work generally is to design and construct a modification to the existing EOC/Conference Room space located at the southeast corner of the existing Police facility to accommodate the new Dispatch Center and as much of the required equipment, furnishings, and facility needs as possible. In as much as it is paramount that the dispatchers have windows, the security of the new Dispatch Center will need to be addressed. If program space requirements so dictate, potential additions could include the exterior space towards the front of the building towards Highland Ave. under the balcony of the main level of the Veterans Memorial Hall, and to the south towards Magnolia Ave. under the side balcony of the main level. The design will also include removal of a non-functioning stairway to the main level, repurposing and

improvements to the current dispatch area, and the creation of additional useable space for program requirements and general PD functions.

The design should reflect a state of the art flow and features for a modern, efficient, and responsive Dispatch Center, including logical access to secure restrooms for the dispatchers and good flow to other integral functions within the Police Department. Work will also include relocation of the required electrical circuits on the current emergency generator, and unified Uninterrupted Power Supply (UPS) system, and communications/data service into the area of modification, as well as considerations for integration of the 911 communications equipment currently housed in the basement of City Hall. Also included in the design program is the installation, per NFPA standards, of a new Fire Alert System that is inter-coordinated with the Dispatch Center and the Fire Department offices located in City Hall. The current system is located in the Watch Office of the Fire Department. It is outdated and operates on wiring that dates back to the 1950s.

Schematic design work on the project will include exploring multiple options for the scope of improvements, including a potential for upgrades to current standard code compliance, as well as upgrades to meet Essential Services Buildings Act. It is anticipated that compliance with Essential Services Buildings Act may not be possible or practical, so the balance of your proposal (Design Development, Construction Documents, and Construction Administration) is based on standard code compliance. Should the City determine that full compliance with Essential Services Buildings Act is desired or required, an additional services proposal will need to be provided by the Project Architect at that time.

At each milestone, the Architect shall provide a working construction cost estimate as part of the design effort to ensure that the project scope falls within the available funding. Additional funding allocations may be possible, but if not, some project scope reductions may ultimately be required. For this reason, the design should be developed in such a way that the future inclusion of needed features can be phased and implemented in a logical, orderly, and cost-efficient manner.

Upon Project approval and funding by the City Council, the Project Architect and team shall be required to provide complete and full construction administration services. This will include services for pre-bid and construction bidding, including responses to RFI requests, assistance in the resolution of protests (should they occur), assistance in awarding the contract for construction, design services during construction, review of construction progress for compliance to design documents, coordination with the contractor and City inspector, and project close-out.

**CITY OF PIEDMONT  
Police & Fire Dispatch Center Project  
REQUEST FOR PROPOSALS**

**SCOPE OF WORK - CITY EXPECTATIONS**

The Project Architect's scope of work should include, but not be limited to the following expectations of the City of Piedmont:

1. The Project Architect is tasked with producing a design that best represents a balance of expectations of the City. The existing building must be optimized for a full functioning, modern, safe, accessible, and contextually pleasing Dispatch Center that interfaces well with the current Police Department functions not otherwise impacted by the new construction.
2. During the programming stage, the City welcomes the Project Architect to evaluate the City's goals and to provide guidance and advice to achieve a realistic design within space and budget constraints.
3. The Project Architect must closely collaborate with the Project Manager and the Police and Fire Department leadership during the entire design process. These meetings will be used as forums to gather information, present concepts, obtain feedback, brainstorm, and obtain approvals for each phase of the design process.
4. If warranted, provide alternative schematic designs and associated cost estimates that allow the Project Architect to explain how the plan could be influenced by different prioritized assumptions or goals.
5. Provide construction cost estimates during the course of the design process, and if warranted for budgetary reasons, a separate cost breakdown for each of the proposed phases such that they can be implemented over a series of projects.
6. Proposers are encouraged to amplify the scope of work, recommend any alternative tasks which may enhance the project, and/or identify any supplemental tasks they deem necessary for a more complete project.

**CITY OF PIEDMONT**  
**Police & Fire Dispatch Center Project**  
**REQUEST FOR PROPOSALS**

**SCOPE OF WORK - GENERAL**

The Project Architect's scope of work should include, but not be limited to the following general provisions of this project:

The City is seeking a highly-qualified Project Architect and team that has extensive and demonstrable experience in the design and remodeling of municipal facilities. In addition, the Project Architect must possess experience in designing creatively where retrofitting and re-purposing within an existing structure are a major design constraints, while also incorporating the latest innovative ideas and technologically driven systems typical to a modern police and fire department.

The first charge of the Project Architect is to research the Project space requirements through a process of investigating and understanding their operations and programming needs. Because of the age of the building, the Project Architect will need a thorough understanding of underlying building systems that will be impacted or need improvement for proper execution of the proposed design. Second, the Project Architect is to design a plan which transforms the program spaces into a flexible, high-functioning, code compliant facility with ancillary spaces that meets the design program needs. Third, throughout the design process, Project Architect is to develop a realistic cost estimate for construction of the plan within budget constraints, with an eye on potential value engineering, if needed. Fourth, to be an active member of the City's team to construct the Project in a timely manner, be budget conscious, and form a good working relationship with the selected contractor.

One challenge for the Project Architect will be to create this new plan in relatively the same location and area as the existing facilities. In recognizing this constraint, the City will consider the Project Architect's use of adjacent areas that are currently used for different purposes, including current exterior spaces adjacent to the Project area. If budget constraints allow, modifications to other existing spaces not otherwise in the scope of work but deemed essential to accommodate the program requirements, may also be considered.

The Scope of Work also includes interaction and collaboration with the Project Manager, the Police and Fire Department staff and leadership. It also includes presentations to city commissions and the City Council. These interactions will allow for design collaboration, and also should be used by the Project Architect as a forum to present possible alternative design ideas based on agreed-to assumptions and budget constraints.

All services shall be in accordance with the City's standard Professional Services Agreement and general provisions attached as Exhibit - F to this RFP.



**CITY OF PIEDMONT  
Police & Fire Dispatch Center Project  
REQUEST FOR PROPOSALS**

**SCOPE OF WORK - SPECIFIC TASKS**

The Project Architect's scope of work should include, but not be limited to the following specific tasks:

**Task 1 – Background Information**

From available city records to be provided by the City, review all information pertaining to the project including historical information, previous studies, plans, surveys, drawings, maps, improvements drawings and utility information. Conduct field investigations and records of the existing site and surrounding conditions that may influence or be impacted by the design process. Document unusual or special conditions that could potentially affect the design of the proposed improvements.

**Task 2 - Coordinate with Utilities & Specialty Agencies**

If the available background documents are not sufficiently detailed, coordinate with the City and all utility companies for utility locations within the project area. This shall include, but not be limited to the City of Piedmont (sanitary and storm sewer system), East Bay Municipal Utility District (water), PG&E (gas and electric) and AT&T (telephone), and Comcast (internet). Understand the scope and magnitude of PPD and PFD coordination with special agencies, vendors, and consultants that provide essential services for their operations. Examples of this include but are not limited to Northern California Regional Intelligence Center (NCRIC) and Alameda Co Information & Technology Division (ACITD)

**Task 3 – Staff Interaction for Design Programming**

Coordinate with the City to schedule meeting(s) to gather input from the Project Manager, Police and Fire Chiefs, appropriate division leaders, and other staff to better understand the influencing factors to the design solutions. Using this input as one of the many factors, create a design program to address the prioritized goals.

**Task 4 – Kick Off & Progress Meetings**

Initially, meet with City team to discuss the project goals, schedules, design criteria, roles and responsibilities and procedures for coordination of the design process. Once work has begun, meet with the City team on an agreed-to schedule (but not less than once per month during the design process) to present ideas for discussion and interactive brainstorming.

**Task 5 – Schematic Design Phase – 35%**

For the first submittal review, the Project Architect shall submit concept plans and exhibits for the 35% Schematic Design Phase. This will include the historical research work completed, layout plan showing existing conditions, including the interface of existing potential areas, the

various constraints and influences to design goals. Conceptual plans showing possible alternative solutions should be developed, including floor plans, interior and exterior elevations as required, and other drawings or exhibits as needed to clearly communicate the design intent. Any proposed new additions to the existing spaces should also be incorporated into the design showing why these are needed to achieve program goals. The basis of design for each alternative proposal should be clearly explained. Finally, a preliminary construction cost estimate should be provided with variables and assumptions clearly stated.

At this conceptual stage, two (2) design options shall be explored. One design reflecting standard code compliance, and one reflecting compliance with the Essential Services Building Act. Project Architect shall discuss the project design features and requirements to support those design features. Other exhibits that will assist the Project Architect in communicating the basis of the proposed design, or depict specific components of the plan such as photographs, massing studies, and free-hand sketches can be also included. The 35% conceptual plan shall be presented to City staff in such a manner as to serve as a forum for design collaboration to refine concepts, discuss budgetary issues, and provide a discussion with respect to adherence to the Essential Service Building Act. The project will be reviewed by the City Engineer and City Attorney for conformance to the City's Project Risk Management Policy. Additional discussion and potential revisions may be rendered from this process as well, which the Project Architect will incorporate for approval before proceeding to the next stage.

#### **Task 6 – Design Development Phase – 85%**

Following approval of the Schematic Design Phase submittal, the Project Architect shall enter into the Design Development Phase of the design process to further refine the design based on input received from the City. This will include continued development of the design and floor plan that will now also incorporate and coordinate structural, mechanical, plumbing, electrical, security, IT systems, communications, telephone, data systems, and other required components consistent with the program requirements. Interior aesthetics, fixtures, and furniture layouts should also be presented for review by the City. The Project Architect shall also include a more refined and tighter construction cost estimate to implement the plan. The cost estimate should reflect both the scope of the overall project, as well as, if included, the phased components as separate projects. The 85% plans shall be first reviewed by City staff for approval. The project will also be reviewed again by the City Engineer and City Attorney for conformance to the City's Project Risk Management Policy. Additional discussion and potential revisions may be rendered from this process, which the Project Architect will incorporate for approval before proceeding to the next stage. Pending further refinements, the design will be presented to the Piedmont Planning Commission, and following their review, to the City Council. For the City Council, the Project Architect should be prepared to not only explain the design and probable construction cost, but also be able to recount the design process, explain the limitations, and justify the assumptions made during the design process.

#### **Task 7 – Construction Documents Phase – 100%**

Based on approval of the 85% submittal, the Project Architect shall prepare complete construction documents indicating the entire scope of work, specifications, final construction cost estimates, and all required public bidding documentation. These would reflect all of the final requested revisions and modifications. The final deliverables, including the cost estimates, must

be of sufficient clarity, quality, and compliance such that they can be used by the City to proceed with the public bidding process. Within this phase the reviews of the construction documents shall occur at the 60% and 95% complete stages. The package of construction documents shall be plan-checked by the City Engineer for code compliance, construction cost accuracy, and overall project constructability. The project will also be reviewed one final time by the City Engineer and City Attorney for conformance to the City's Project Risk Management Policy. One final presentation shall then be made to the City Council for acceptance of the final construction documents, review of funding source(s) and authorization to bid.

When the Project Architect is complete with this phase of their services, they shall submit to the City one (1) mylar of the drawings, five (5) hard copies of the drawings, specifications and bid documentation, and one (1) electronic copy of the entire package, formatted in Word for the written documents, PDF for exhibits and drawings. An additional set of the drawings shall be submitted in AutoCAD for the City's records.

### **Task 8 – Public Bidding Phase**

In coordination with the City Engineer and Project Manager, the Project Architect will assist the City in the preparation of the construction bid package. The City will be responsible for adherence to the public bid process, including the public notice, advertising of the project, and distribution of bid documents to potential contractors. In addition, the Project Architect shall be available to respond to Requests for Information, clarifications to the plans, and production of possible addenda to the bid package as needed or required. The Project Architect shall attend the Pre-Bid Proposal Meeting and be available to respond to questions from potential bidders. Finally, the Project Architect shall participate in the Bid Opening, be available to review the bidders proposal and qualifications, and assist in the selection efforts with the City Engineer, Project Manager, Police and Fire Chiefs, and the City Administrator. Finally the Project Architect will attend and participate in the City Council meeting where the construction contract will be awarded, providing responses to potential questions from the councilmembers and the public.

### **Task 9 – Construction Administration Phase**

Construction contract administration services shall be based on the construction schedule as proposed by the selected contractor. The following services shall be provided:

1. Attend Pre-Construction meeting with the selected contractor and the City team.
2. Review and approve or take other appropriate action upon Contractor's submittals and shop drawing as required by contract documents.
3. Interpret contract documents (including all sub-consultant disciplines) for proper execution and progress of construction, including responding to contractor's requests for information and clarification, and issuing Architect's Supplemental Instructions.
4. Attend the weekly construction site meeting with the contractor, inspector, Project Manager, City Engineer, and Police and Fire Chiefs during the course of construction to review the progress of construction, review pending RFI and Change Order information, and observe the construction to verify work is proceeding in accordance with construction documents.

5. Provide two site visits per discipline (by the respective engineers or consultants) for construction related to structural, mechanical, and electrical engineering, security systems, IT systems, communications, telephone, data systems, and other required components consistent with the program requirements to review progress of construction and conformance with construction documents.
6. When the project is deemed Substantially Complete, and in coordination with the inspector, generate a Punch List - Items for Completion of Construction, which will include a detailed listing of all items remaining to be completed by the Contractor. Project Architect to subsequently participate in the Final Inspection which will certify that all work has been completed in accordance with construction documents.
7. Provide proper documentation to the drawings, specifications, and exhibits for the Project related to approved changes during the construction.
8. Provide required certification and documentation for ARPA funding verification.
9. Review warranty information, review documentation related to requirements of the funding sources, and complete the compilation of information for the Project Manual for delivery to the City.
10. Provide a Letter of Completion to the City certifying that the Project was completing in accordance with construction documents and specifications.

#### **Task 10 – Additional Services**

The Additional Services described below are excluded from the Project Scope of Work. If any of these services (or other services not listed but required for the completion of the Project) are requested by the City, the Project Architect will provide such services on a cost plus hourly basis in accordance with the Project Architect's Fee Rate Schedule attached to the Professional Services Agreement.

1. Modifications to existing building interior spaces for upgrades or code compliance beyond the areas proposed as part of the scope of the Project.
2. Upgrades or modifications to existing building electrical service, main electrical panel locations and/or coordination with PGE.
3. Revisions to existing building HVAC, power or lighting systems other than in the areas of work proposed as a part of the project.
4. Significant modifications to the existing building main lateral (earthquake/wind) resisting force system are not included at this time.
5. Geotechnical reports required for the proper design and construction of new foundation systems, shoring, and other structural engineering requirements of the design.
6. Civil Engineering or Landscape Design Services.
7. Revisions to Preliminary Design or Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval.
8. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
9. After the construction has begun, processing and coordinating change requests by the City or for unforeseen conditions. This includes revisions to Contract Documents and processing approval of Change Orders from the Contractor.

10. Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the Owner or the Contractor.
11. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
12. Providing "Special Inspection" services required by law or the Contract Documents.
13. Providing services to the Contractor for As-Built drawings at the conclusion of the construction.
14. Providing services in conjunction with any required discretionary approvals.
15. Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Easement adjustments, Deeds, construction staking or other documents in conjunction with the project site.
16. Topographic surveys.
17. Providing Phase One Environmental services for Soils, Asbestos or Lead survey and remediation.
18. Commissioning Services.
19. Fire Protection Engineering design services.
20. Preparation of SWPPP studies or reports.
21. Preparation of documentation to process the project through the US Green Building Council as a LEED project.
22. Design of photo-voltaic electrical generation systems or solar hot water systems.

CITY OF PIEDMONT  
**Police & Fire Dispatch Center Project**  
**REQUEST FOR PROPOSALS**

**PROPOSAL REQUIREMENTS**

Proposals must include responses to the following:

**Project Approach and Schedule**

Describe the proposed approach, methods, and procedures to be used in completing the requirements described in the Scope of Services capable of meeting the City's expectations. Include a proposed schedule showing completion of the various tasks or milestones. This schedule does not have to be date specific, but more a week by week view of the entire design process. The final agreement with the Project Architect will include a dated schedule for completion of the major milestones based on this schedule. The City's review periods will not be counted against the time of completion for the various tasks or milestones.

**Project Team**

Describe the qualifications and experience of the firm and the proposed staff to be assigned to this project. Describe the qualifications and experience of any proposed consultants and identify the tasks or sub-tasks to be assigned. The Project Architect, their staff and their consultants must demonstrate experience with similar projects. Firms shall include a list of similar projects that each of the project team members have collaborated on. Staff proposed to be in charge of the design must demonstrate significant experience with the design of similar projects. Describe the proposed team organization and man-hours budgeted for each team member.

**Fee Proposal**

Propose a fee based the cost for all work identified in the Scope of Services and in accordance with the following breakdown of the proposed fee by task in accordance with the tasks defined in the Proposed Scope of Services.

Schematic Design Phase	\$
Design Development Phase	\$
Construction Documents Phase	\$
Bidding Phase	\$
Construction Administration Phase	\$
<u>Reimbursable Expenses</u>	<u>\$</u>
Total	\$

All fees to include the cost of all required consultants. Include a copy of your firm's current itemized hourly rate fee schedule. Reimbursable expenses such as reproduction, travel costs, and/or mileage shall be a considered a budget estimate.

Provide the estimated fees for performing this work in a separate, sealed envelope clearly identified with your company name and labeled Police & Fire Dispatch Center Project, Estimated Fees and Rate Schedule.

**References**

Provide a list of at least three client references that have received services from your firm on similar projects. Include client references for any proposed consultants. Provide name of the contact person, address, telephone, and email for all references.

**Exceptions**

Identify and explain any exceptions you are proposing with respect to the Scope of Services, the City's insurance requirements and/or the City's contract provisions.

**CITY OF PIEDMONT  
Police & Fire Dispatch Center Project  
REQUEST FOR PROPOSALS**

**RFP SCHEDULE**

RFP Advertised & Published	March 23, 2022
Pre-Proposal Conference	April 6, 2022
Deadline for Written Questions	April 18, 2022
Deadline for Response to Questions	April 25, 2022
<b>PROPOSALS DUE</b>	<b>May 9, 2022</b>
City Review of Proposals Complete	May 23 – 27, 2022
Interviews (tentative)	May 30 – June 3
City Council Award of Contract	July 5, 2022

**PROPOSAL DELIVERABLES & SUBMISSION DEADLINES**

Five (5) hard copies of your proposal, one(1) digital copy in Adobe.pdf format on a flash drive or CD, and one (1) hard copy of your Estimated Fees and Rate Schedule in a separate, sealed envelope are required. These submittals must be physically in the possession of the City of Piedmont's Public Works Department at 120 Vista Avenue, Piedmont, CA 94611. by **4:00 pm on May 9, 2022**. All submittals must be in accordance with and contain all of the required components as detailed in this RFP. Proposals transmitted via email , late submissions, and postmarks on mailed responses will not be accepted as meeting the requirements of this RFP. Your proposals must be sealed in a manila envelope or express mailing box and clearly labeled with the proposer's name and address, and the following title/addressee:

**CITY OF PIEDMONT**

**Proposal for Architectural & Engineering Services  
Police & Fire Dispatch Center Project  
403 Highland Ave. – Piedmont, CA. 94611**

and addressed to:

**John Tulloch, City Clerk  
City of Piedmont  
120 Vista Ave.  
Piedmont, California 94611**

The City of Piedmont is not responsible for proposals that are delinquent, lost, mismarked, sent to an address other than given above, or sent my mail or courier service.



### **INSURANCE REQUIREMENTS**

The insurance requirements are set forth in the City's Professional Services Agreement and general provisions as attached on Exhibit - F

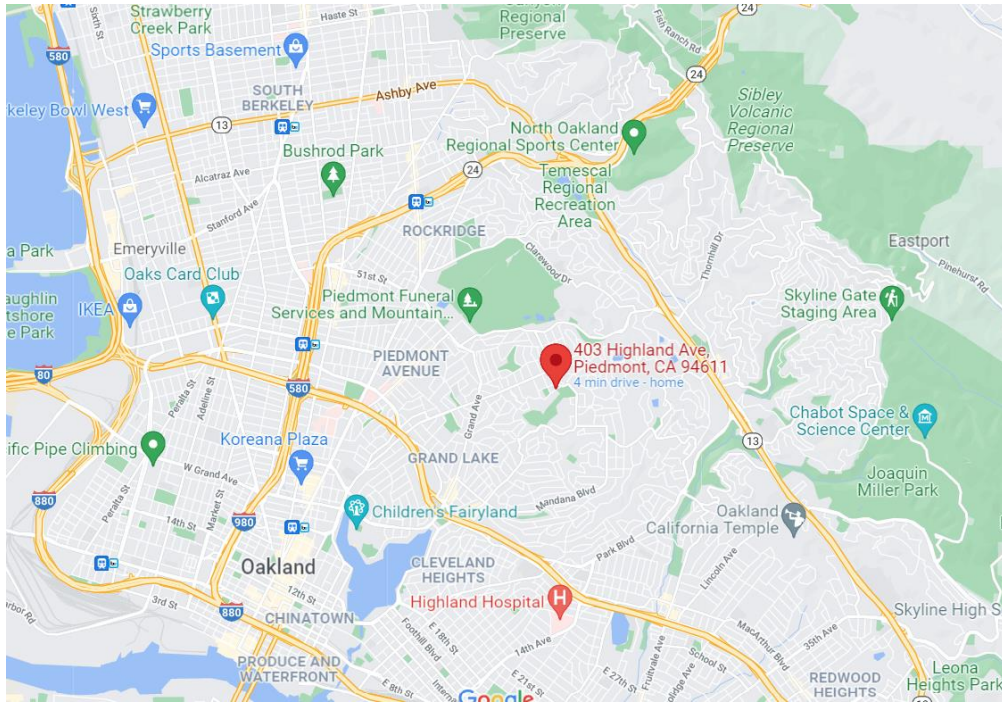
### **RIGHT OF REFUSAL**

The City reserves the right to reject any and all proposals without qualifications. Proposals will be considered only in their entirety. The City reserves the right to add or deduct any specific requirements and associated costs from the selected proposal.

### **SELECTION PROCEDURES**

Proposals submitted by the deadline and deemed complete will be evaluated by the City. This initial evaluation will be based on clarity of presentation, understanding of the project goals and the City's expectations, understanding of the factors and influences of the project, firm experience and qualifications in related facilities, key personnel experience, ability to perform in a timely manner, satisfaction of similar clients, and the proposed fees. Finalists will then be selected for oral interviews. At the interviews, the finalists will be expected to present examples of similar projects designed by the firm that have been successfully constructed. These projects should have similar constraints to Piedmont's, and should demonstrate the Project Architect's ability to synthesize divergent needs and expectations from the City and stakeholders into a beautiful, cohesive, high-value, constructible facility that integrates well with its surrounding environment while meeting program goals.

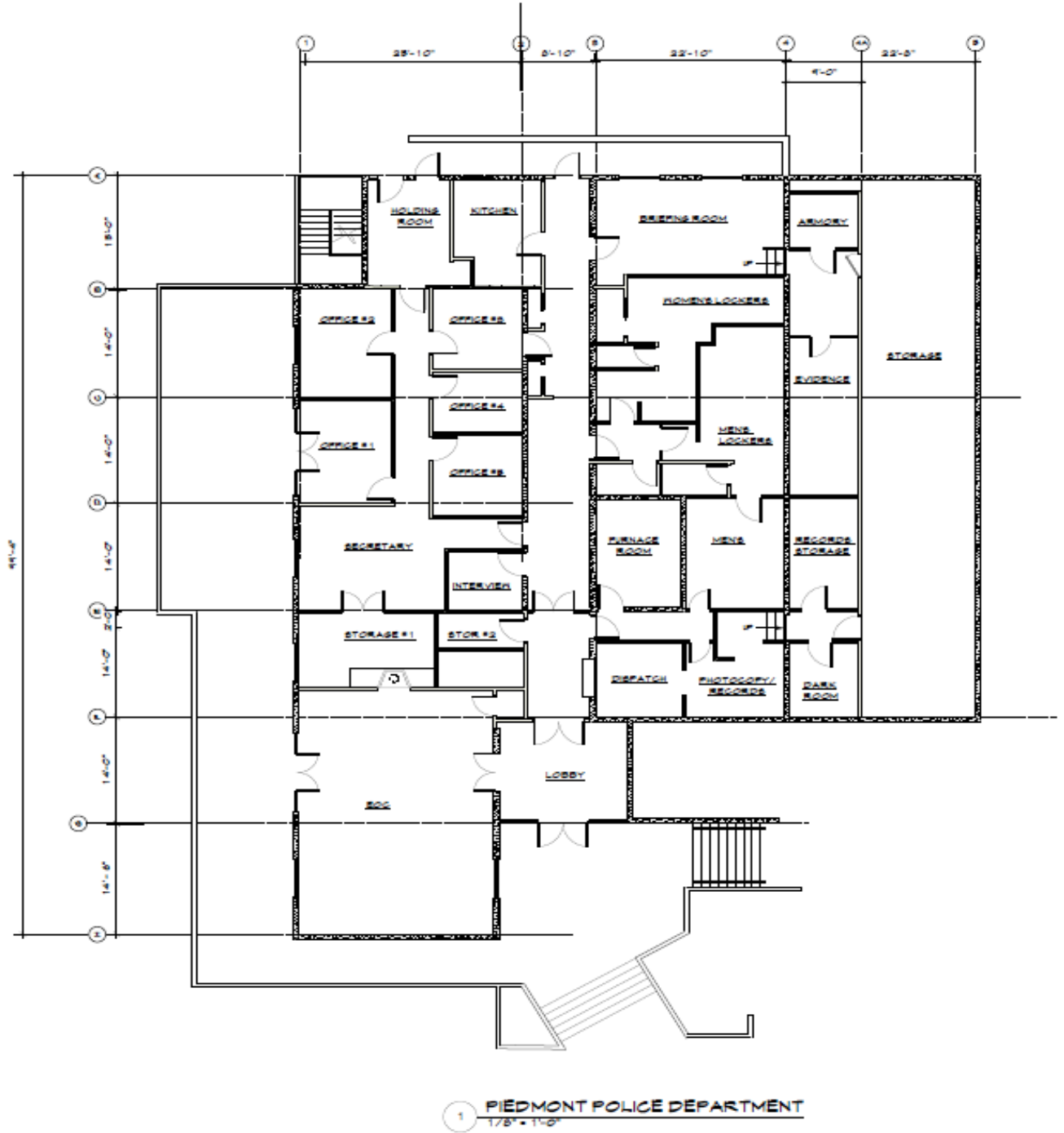
### EXHIBIT A – VICINITY MAP



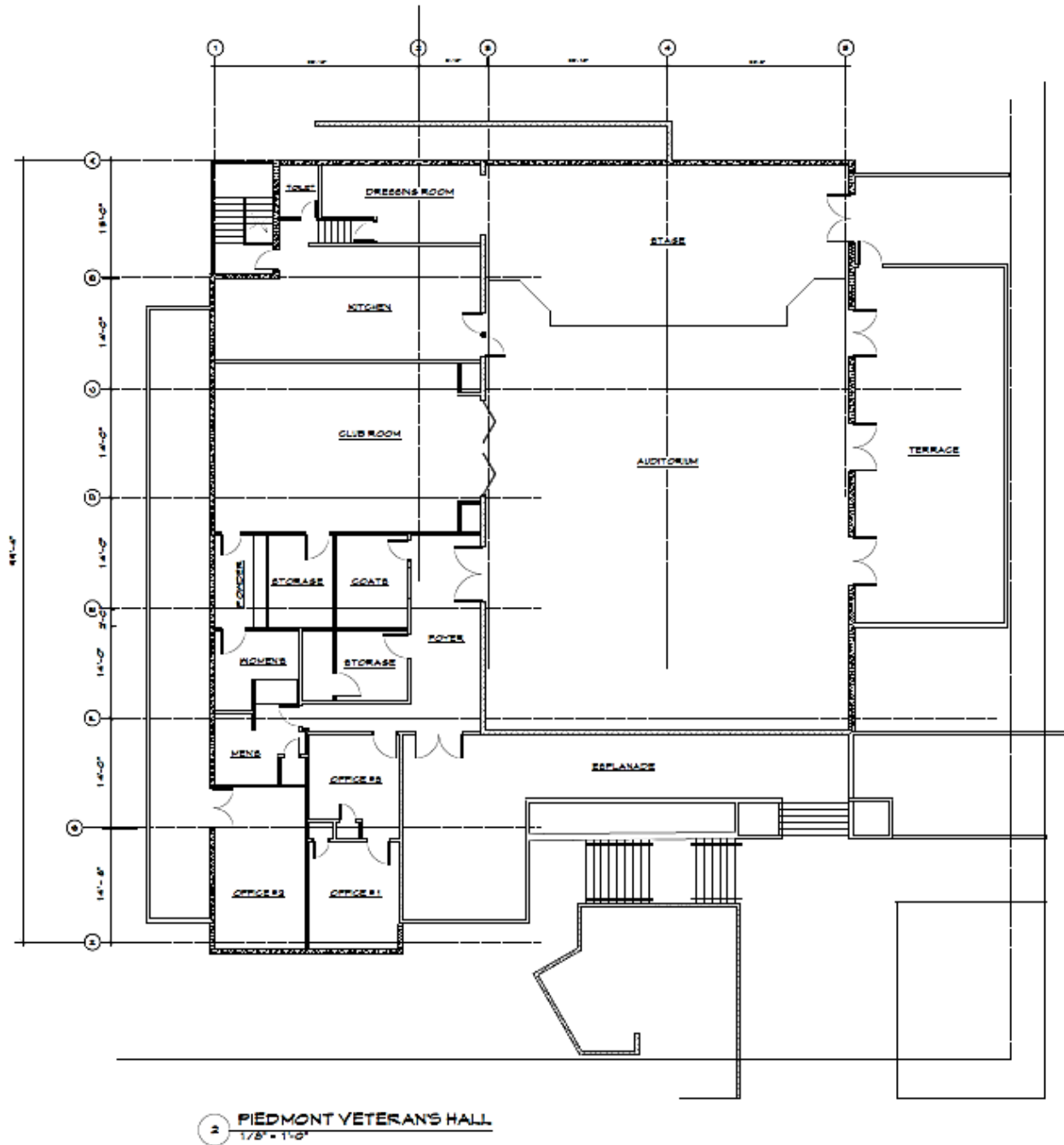
### EXHIBIT B – RELATIONSHIP OF BULDINGS



### EXHIBIT C – PIEDMONT POLICE DEPARTMENT EXISTING LOWER LEVEL FLOOR PLAN



### EXHIBIT D – VETERANS MEMORIAL HALL EXISTING MAIN LEVEL FLOOR PLAN





**EXHIBIT E – PIEDMONT POLICE & FIRE DEPARTMENT  
PHOTOGRAPHS**



**Figure 1.0: Exterior Entry of Police Dept.**



**Figure 1.1: South Side of Veterans Hall**



**Figure 2.1: Police Department Lobby**



**Figure 2.2: Police Department Lobby**





**Figure 3.0: Dispatch Center**



**Figure 3.1: Dispatch Center**



**Figure 4.1: EOC Conference Room**



**Figure 4.2: EOC Conference Room**





**Figure 5.0: Dispatch IT Workspace**



**Figure 5.1: Police Communications Room & Records Storage**



**Figure 6.0: Fire Dept. Watch Office**

## **EXHIBIT F – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)**

### CONTRACT

This Contract made \_\_\_\_\_ (“Effective Date”), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, (“City”) and \_\_\_\_\_, an (“Independent Contractor”).

1. City is a municipal corporation which needs certain services and software as more specifically set forth hereafter.
2. Independent Contractor agrees to provide these services and software to the City under the terms and conditions set forth in this Contract (“Contract”).

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein

4. Compensation

- a. City will pay the Independent Contractor the lump sum of: \$\_\_\_\_\_ dollars for the services described in Section 3 above. City shall issue payment within 30 days of the satisfactory completion of the services described in Section 3 above.

5. Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate \_\_\_\_\_ from the Effective Date.

6. Contractual Relationship

The parties intend that an independent contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively “Indemnitees”) from and against any and all liability, claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its sub consultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorney’s fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) (“Liability”), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor.

For design professionals (as that term is defined by Civil Code § 2782.8) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnitees from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion, and this section shall survive the termination of the Contract.

#### 8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of California, with Statutory Limits.
4. Professional Liability (Errors & Omissions): As appropriate to Independent Contractor’s services, and not less than \$2,000,000 per occurrence.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Independent Contractor’s insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor’s insurance and shall not contribute with it.

Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at \_\_\_\_\_, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

a. Either party may terminate this Contract for cause as follows:

- (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violations(s).

- (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
  - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
  - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

19. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

20. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

21. Waiver

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.



IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT: \_\_\_\_\_:

By: \_\_\_\_\_  
City Administrator

by: \_\_\_\_\_  
Title:

Attest:

\_\_\_\_\_  
John O. Tulloch, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Michelle Machete Kenyon, City Attorney  
Deepa Sharma, Assistant City Attorney