

RESOLUTION NO. 2023-05

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NOLL AND TAM ARCHITECTS, FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CAPITAL PROJECT 20-09 THE DAIRY LANE OPERATIONS CENTER REHABILITATION FOR A BUDGET NOT TO EXCEED \$95,000

* * *

MID-PENINSULA WATER DISTRICT

WHEREAS, in its Capital Improvement Program FY 2019-2022 Update, the Board approved Capital Project 20-09 Dairy Lane Operations Center Rehabilitation – Phase 1, for the planning, design, and construction management portions of the project; and

WHEREAS, Capital Project 20-09 is being initiated and is considered urgent due to the flood damage incurred at the 3 Dairy Lane Operations Center on December 2022 and January 2023; and

WHEREAS, District staff issued a Request for Qualifications (RFQ) on January 16, 2023 with a due date of February 6, 2023; and

WHEREAS, an internal review committee comprised of the Interim General Manager and Assistant General Manager, reviewed the three (3) statements of qualifications received; and

WHEREAS, following review of the statements of qualifications, an interview with the Noll & Tam Architects team, and consultation with the team's professional references, the internal review committee selected Noll & Tam Architects as the most responsive firm to provide the architectural and engineering services for Capital Project 20-09.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mid-Peninsula Water District that a professional services agreement is awarded to Noll & Tam Architects of Berkeley, CA to perform architectural and engineering services for Capital Project 20-09 the Dairy Lane Operations Center Rehabilitation, and approve the scope of work to prepare a District Office Assessment/Needs Study per their proposal dated March 22, 2023 for a total project budget of \$95,000.00.

REGULARLY PASSED AND ADOPTED this 23rd day of March 2023.

AYES: Schmidt, Wheeler, Zucca, Jordan, Vella

NOES: ~~0~~


ABSENCES: ~~0~~

ABSTENTIONS: ~~0~~



PRESIDENT, BOARD OF DIRECTORS

ATTEST:



SECRETARY OF THE BOARD

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the 23 day of March, 2023, by and between the MID-PENINSULA WATER DISTRICT ("DISTRICT") and Noll & Tam Architects ("CONSULTANT").

WHEREAS, the DISTRICT desires to obtain professional architectural engineering services and has issued a Request for Quotes dated January, 2023, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated March 22, 2023, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. **RENDITION OF SERVICES.** The CONSULTANT agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services at the same time, location and under similar conditions, the (Standard of Care). CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. **SCOPE OF SERVICES.** The scope of the CONSULTANT's Services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B except when inconsistent with Exhibit A.

3. **TERM.** The term of this Agreement shall commence upon the effective date of the Agreement and shall terminate on successful completion of the Scope of Service, unless terminated sooner pursuant to Section 13 of this Agreement.

4. **COMPENSATION.** The CONSULTANT agrees to perform all of the services included in Section 2 to be billed as time and expense for a not-to-exceed fee of \$94,150. The total fee shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. The CONSULTANT will be paid according to the following hourly rates:

2023 SCHEDULE OF BILLING RATES - Noll & Tam Architects

Professional Billing Rates:

Principal	\$270
Associate Principal	\$210
Project Manager / Senior Technical Architect/PM	\$200
Senior Technical Staff	\$170
Designer	\$155
Project Assistant	\$120

5. MANNER OF PAYMENT. CONSULTANT shall submit monthly invoices, detailing the services performed during the billing period, the personnel performing these services and their applicable hourly rate of compensation, which shall conform to the rates specified in Section 4. DISTRICT shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to: Mid-Peninsula Water District
3 Dairy Lane
P.O. Box 129
Belmont, CA 94002
Attn: Assistant General Manager

6. CONSULTANT'S KEY PERSONNEL. It is understood and agreed by the parties that at all times during the term of this Agreement that Scott Salge shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.

7. DISTRICT REPRESENTATIVE. Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as he shall designate in writing from time to time, shall represent and act for the DISTRICT.

8. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the DISTRICT. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.

9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by CONSULTANT shall be and are the property of the DISTRICT. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any property of the DISTRICT in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any property of the DISTRICT is lost, damaged or destroyed before final delivery to the DISTRICT, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES. The DISTRICT may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the DISTRICT prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and

all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. **RESPONSIBILITY; INDEMNIFICATION.** CONSULTANT shall, subject to CA civil code section 2782.8, indemnify, defend, keep and save harmless the DISTRICT, and its directors, officers, agents and employees against any and all liability, damages, costs, claims or actions, including reasonable attorney's fees and charges, arising out of any injury to persons or property that may occur, or that be alleged to have occurred, in the course of the performance of this Agreement by the CONSULTANT caused by CONSULTANT's breach of obligations under this AGREEMENT, willful misconduct, or any negligent acts, omissions or errors of the CONSULTANT or its employees, subcontractors or agents. CONSULTANT further agrees if any judgment be rendered against DISTRICT or any of the other individuals enumerated above in any such action, CONSULTANT shall, at its expense, satisfy and discharge the same.

12. **INSURANCE.**

A. **Workers' Compensation.** If CONSULTANT employs any person to perform work in connection with this Agreement, CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to the DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT. Such insurance shall also contain a waiver of subrogation in favor of the Mid-Peninsula Water District and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. **Commercial General and Automobile Liability Insurance.** CONSULTANT shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the DISTRICT for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the DISTRICT's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the DISTRICT, and its Directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the DISTRICT.

Inclusion of the DISTRICT as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and the DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the Mid-Peninsula Water District and its Directors, officers, agents and

employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

Prior to commencement of work hereunder, CONSULTANT shall deliver to the DISTRICT a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

C. Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish to the DISTRICT a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the DISTRICT. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the DISTRICT seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

13. TERMINATION. The DISTRICT shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, the DISTRICT shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT's Assistant General Manager and the CONSULTANT's Project Manager.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:

Mid-Peninsula Water District
3 Dairy Lane

Belmont, California 94002
ATTENTION: Assistant General Manager

If to the CONSULTANT: Noll & Tam Architects
729 Heinz Avenue
Berkeley, CA 94710
ATTENTION: Scott Salge

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. MISCELLANEOUS

A. Records. During the term of this Agreement, CONSULTANT shall permit representatives of the DISTRICT to have access to, examine and make copies, at the DISTRICT's expense, of its books, records and documents relating to this Agreement at all reasonable times.

B. District Warranties. The DISTRICT makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Release of Information. CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the DISTRICT's General Manager.

D. Use of Subcontractors. CONSULTANT shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

E. No Assignment. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the District.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

DISTRICT:

MID-PENINSULA WATER DISTRICT

By: _____

Name: __ Rene Ramirez

Title: Interim General Manager

CONSULTANT:

NOLL & TAM ARCHITECTS

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

***NOTE:** This Agreement must be executed by two corporate officers, consisting of: (1) the President, Vice President or Chair of the Board, and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, or by any person authorized by the corporation to execute written contracts.

March 22, 2023

Ms. Kat Wuefing
Assistant General Manager
Mid-Peninsula Water District
3 Dairy Lane,
Belmont, CA 94002

Re: Mid-Peninsula Water District, District Office Assessment/Needs Study, Belmont, CA

Dear Ms. Wuefing,

Noll & Tam Architects is pleased to present our proposal for building assessment services. This proposal is based upon the RFQ proposal, our conversation on 3/8/2023 and 3/16/2023. Our understanding of the work and proposed fees is summarized below.

Project Description/Schedule:

Please find our full proposal of services to present to the Mid-Peninsula Water District (MPWD) Board of Directors in March 2023, we propose the following services to understand the opportunities and constraints of the existing site.

Anticipated Notice to Proceed: April 2023

Completion of Scope of Work: July 2023

Proposed Scope of Work:

Task 1: Project Initiation and Assessment

Kick-Off Meeting

Attended Noll & Tam team, Mid-Peninsula Water District (MPWD) staff as designated. This Meeting will clarify and set the project goals and vision, decision-making process, program requirements, scope of work, work plan, overall project schedule, meeting schedule, and project budget, if applicable.

Needs Assessment

Information gathering by meetings with MPWD staff and questionnaires. Noll & Tam will record and document your operations across the entire site and gather and prepare a base plan for documenting functional site requirements. Our engineering team will come to the site to perform an assessment of the existing building and its systems, including:

- Program spaces: Operations, including administration, engineering, maintenance, storage, vehicles, materials inventory categories.
- Roofing and waterproofing systems, visual inspection only

- Architectural building elements
- Windows and doors
- Accessibility and ADA compliance
- Structural systems, review of Cornerstone structural report (for all existing building elements)
- Site elements including access, circulation, parking, storage, landscaping, drainage, storm water management, site lighting
- Existing sustainability features
- Mechanical and plumbing systems
- Electrical, lighting, and telecommunications systems
- Mechanical and electrical load review (Based on new facility)
- MEP baseline criteria and utilities service size is adequate for future expansion (Based on new facility)
- Review and consideration of flood and seismic resilience of project site

Meetings:

Kick Off Meeting – Noll & Tam, MPWD District Staff as designated.
 On-Site Building Evaluation, Noll & Tam Staff and Engineers.
 Weekly or Bi-weekly Progress Meetings – 2 progress meetings.
 Presentation to District staff to review assessment conclusions and goals.

Deliverables:

Project Schedule for Design/Engineering, Approvals, Construction
 Project Goals and Work Plan
 Base plans and documentation of existing site
 Site and Building Evaluation Report

Task 2: Site & Phasing

Prepare three preliminary conceptual design alternatives for the site and buildings with MPWD Staff. Including options for both renovation of the existing buildings and new construction. A minimum of one option will address a phasing strategy to keep portions of site operational during construction. We will meet with District staff to review all alternatives in detail and refine two alternatives to further develop into the following design phase.

- Option 1: Remove existing office, new admin structure, maintain existing shop/storage
- Option 2: Renovate existing office, building expansion, maintain existing shop/storage
- Option 3: Renovate existing office, build expansion/mezzanine at existing shop/storage building

Meetings:

Weekly or Bi-weekly Progress Meetings – 3 progress meetings
 Meeting with Authorities Having Jurisdiction (AHJ): Planning Department, Building Department, Fire Marshal, One Shoreline (Flood & Sea level rise resiliency district)
 MPWD Board Presentation - Date TBD

Deliverables:

Conceptual Site and Building Design Alternatives
 Presentation package for District Board

Task 3: Conceptual Project Development & Project Proposal

Incorporate feedback from the MPWD staff to further development two conceptual design alternatives for the site and buildings. Each alternative will include:

- Site plan, showing buildings, storage areas, parking, vehicular and pedestrian circulation, landscape and hardscape, demonstration garden, storm water management, security, and other relevant features
- Building plans, including floor plans, program functional layout, conceptual furnishings plans where needed, vehicles, major equipment, storage
- Conceptual level Landscaping locations
- Sustainability features, water conservation, solar panel locations
- Phasing plan for site use and concept plan for construction access
- Preliminary Cost estimate based on two proposed options
- Draft computer rendered visualizations of exterior and/or interior of proposed site design concept

Preliminary Cost estimates will be developed to reflect both hard construction costs as well as a percentage model for project soft costs, including escalation and general contractor markups.

Deliverables:

Conceptual Site and Building Design Alternatives
Cost estimate
Phasing plans
Draft Computer visualizations

Meetings:

Weekly or Bi-weekly Progress Meetings – 3 progress meetings

Task 4: Project Feasibility Study Completion / District Board Review & Revisions

Draft District Office Project Study for presentation to the Mid-Peninsula Water District Board.

District Office Project Study will include the proposed implementation plan, and the costs will account for all project costs including construction, soft costs, and escalation. Board feedback will be incorporated into the final version of the document.

The final document will be organized as follows:

- Executive Summary
- Table of Contents
- Introduction
- Site and Building Evaluations
- Needs Assessment and Programming report
- Meeting Notes
- Conceptual Design Alternative(s)
- Project Cost Model
- Implementation Plan: phasing, schedule

Meetings:

Weekly or Bi-weekly Progress Meetings – 2 progress meetings
MPWD Board Presentation - Date TBD

Deliverables:

Draft/Final District Administration & Operations Building Facility Study Report

Compensation:

We propose to perform the work described above on a not to exceed fee based upon the following hourly rates. See attached fee proposal for Tasks 1-4 as outlined in this proposal.

2023 SCHEDULE OF BILLING RATES - Noll & Tam Architects

Professional Billing Rates:

Principal	\$270
Associate Principal	\$210
Project Manager / Senior Technical Architect/PM	\$200
Senior Technical Staff	\$170
Designer	\$155
Project Assistant	\$120

Excluded Services:

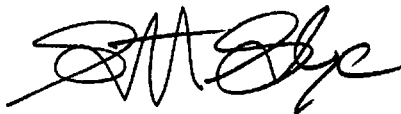
- Structural ASCE 41 Study – Tier 1 (Report provided by District)
- Geotechnical Investigation & Soil investigation
- Site Topography survey and Site utility Survey
- Water inundation level (100 yr Flood) Assessment Study

Reimbursable Expenses

Reproduction, travel outside the Bay Area, renderings, computer models, physical models, postage, messengers, and other usual expenses will be billed at 1.15 times actual cost.

Thank you for considering us for this project. We look forward to the opportunity to work with you.

Sincerely,



Scott Salge, AIA, LEED AP
Principal

Agreed and Accepted,

Rene Ramirez, Date
Interim General Manager, Mid-Peninsula Water District

Noll & Tam Architects
 729 Heinz Avenue
 Berkeley, CA 94710

Mid-Peninsula Water District - Feasibility Study

Belmont CA
 3/22/2023

		PRE-DESIGN SERVICES	TOTALS
Basic Service	Consultant		
Architectural Services	Noll & Tam Architects	\$46,000	\$46,000
Structural Engineering	IDA Structural	\$8,800	\$8,800
Mechanical Engineering	Gayner Engineers	\$4,950	\$4,950
Electrical Engineering	Gayner Engineers	\$4,950	\$4,950
Civil Engineering	BKF Engineers	\$5,500	\$5,500
Cost Estimating	TBD Inc	\$15,950	\$15,950
Subtotal Basic Services		\$86,150	\$86,150
Project Service Contingency		\$8,000	\$8,000
	Total Proposed Fee		\$94,150