

## PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2015, between the CITY OF STOCKTON, a municipal corporation ("City"), and **TURLEY AND ASSOCIATES MECHANICAL ENGINEERING GROUP, INC.** whose address is is 1914 S STREET SACRAMENTO, CA 95811, ("Consultant") for the **MUNICIPAL UTILITIES DEPARTMENT (MUD) HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) UPGRADES AND RE-ROOFING (PROJECT NO. M15006, M15007, M15008, M15013, AND M15014).**

### RECITALS

- A. Consultant represents that it is licensed in the State of California and is qualified to provide the services proposed in the SCOPE OF WORK section of this Contract.
- B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Contract.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions in this Contract, City and Consultant agree as follows:

**1. SCOPE OF SERVICES.** Subject to the terms and conditions set forth in this Contract, Consultant shall undertake and complete the services described in Exhibit A. Consultant shall provide said services at the time, place and in the manner specified in Exhibit A and compatible with the standards of the profession. Consultant agrees that it shall produce a fully complete project that is acceptable to the City.

**2. COMPENSATION.** City shall pay Consultant for services outlined in Exhibit A according to the fee not to exceed the schedule detailed in Exhibit C, which is attached to this Contract and incorporated by this reference. Consultant agrees this fee is for full remuneration for performing all services and furnishing all staffing and materials called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed \$124,160 or as otherwise mutually agreed to in a Contract Change Order.

**3. SCHEDULE AND TERM.** Consultant shall perform the scope of work as described in Exhibit A according to the schedule detailed in Exhibit B, which is attached to this Contract and incorporated by this reference. This Contract shall commence on the date written above and shall expire eighteen months from the date written above, unless extended by mutual agreement through the issuance of a Contract Change Order.

- a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used, and include the City project number. Payment shall be made within thirty (30) days of approval of invoice by City.
- b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. City shall have no obligation or liability to pay any invoice for work performed which Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after work is accepted by City.

**4. RIGHTS AND DUTIES OF CITY.** City shall make available to Consultant all data and information in the possession of City which both parties deem necessary to complete the work, and City shall actively aid and assist Consultant in obtaining such information as may be deemed necessary from other agencies and individuals.

**5. OBLIGATIONS OF CONSULTANT.** Throughout the term of this Contract, Consultant represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the Consultant to practice its professions, and Consultant shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals. Consultant shall meet with the Public Works Director or other personnel of City or third parties as necessary on all matters connected with the carrying out of Consultant's services. Such meetings shall be held at the request of either party hereto. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

**6. OWNERSHIP OF WORK.** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Contract shall become and remain the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Contract. If any materials are lost, damaged, or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Contract and shall not be disclosed to anyone not connected with these services unless the City expressly provides prior written consent.

**7. CHANGE ORDERS.** City reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work contemplated by Consultant. Any such changes will be set forth in a Contract Change Order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A Contract Change Order will not become effective until approved by the authorized City official.

**8. TERMINATION.** The City may terminate this Contract at any time by mailing a notice in writing to Consultant. The Contract shall then be deemed terminated and no further work shall be performed by Consultant. If the Contract is so terminated, the Consultant shall be paid for that percentage of work actually completed at the time the notice of termination is received.

**9. CONSULTANT STATUS.** In performing the obligations set forth in this Contract, Consultant shall have the status of an independent Contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees, and are not agents of the City. Subcontractors shall not be recognized as having any direct or contractual relationship with the City. The persons engaged in the work, including employees of subcontractors and suppliers will be considered employees of Consultant. The Consultant shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The Consultant is

responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

- a. If in the performance of this Contract any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Consultant.
- i. It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.
- ii. As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against the City based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

**10. ASSIGNMENT.** Consultant shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

**11. INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this Contract.

- a. Consultant's obligation to defend, indemnify, and hold the City, its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract to procure and maintain a policy of insurance.

**12. INSURANCE.** During the term of this Contract, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit D and shall otherwise comply with the other provisions of Exhibit D.

**13. HEADINGS NOT CONTROLLING.** Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

**14. NOTICES.** Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: Turley and Associates Mechanical Engineering Group, Inc. 1914 S Street Sacramento, CA 95811	To City: Public Works Director City of Stockton 22 E. Weber Ave., Room 301 Stockton, CA 95202
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**15. CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with all applicable federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Contract on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

**16. LICENCES, CERTIFICATIONS, AND PERMITS.** Prior to the City's execution of this Contract and prior to the Consultant's engaging in any operation or activity set forth in this Contract, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

**17. RECORDS AND AUDITS.** City reserves the right to periodically audit all charges made by Consultant to City for services under this Contract. Upon request, Consultant agrees to furnish City, or a designated representative, with necessary information and assistance.

Consultant agrees that City or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. Consultant agrees to provide City or its delegate with any relevant information requested, and shall permit City or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. Consultant agrees to maintain such records for a period of three years from the date that final payment is made.

**18. CONFIDENTIALITY.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

**19. CONFLICTS OF INTEREST.** Consultant covenants that other than this Contract, Consultant has no financial interest with any official, employee, or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of Consultant's services under this Contract. If such an interest arises, Consultant will immediately notify City.

**20. WAIVER.** In the event either City or Consultant at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

**21. GOVERNING LAW.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Northern District, Sacramento Division.

22. **NO PERSONAL LIABILITY.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by City or for any amount due Consultant.

23. **INTEGRATION AND MODIFICATION.** The response by Consultant to the Request for Proposals and the Request for Proposals on file with the City Clerk are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals. This Contract represents the entire integrated agreement between Consultant and City, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by Consultant and City. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

24. **SEVERABILITY.** The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

25. **THIRD PARTY RIGHTS.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. **AUTHORITY.** The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

**CITY OF STOCKTON**

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk


APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CONSULTANT**

By: 

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Print Name

Title: 



John C. Turley, M.E.  
Founder  
Brian J. Provencal, M.E.  
President  
John W. Thompson, M.E.  
Principal  
William F. Bianco  
Associate  
Timothy Flagg, M.E.  
Associate

May 8, 2015

Alex Martinez  
City of Stockton  
Public Works Department  
22 E. Weber Avenue, Room 301  
Stockton, CA 95202

Subject: Request for Proposal – Municipal Utilities Department HVAC Upgrades and  
Re-Roofing Project, City Project No. ~~45-34~~

Dear Alex:

Please accept this proposal on behalf of our multi-disciplined team. Turley & Associates Mechanical Engineering Group has teamed with HMR Architects, Bevier Structural Engineering, Edge Electrical Consulting, and Forensic Analytical Consulting Services (Turley team). The proposed Engineer-in-Charge will be Brian Provencal, M.E., who can be reached by telephone at 916-325-1065 or via email at [bprovencal@turleymech.com](mailto:bprovencal@turleymech.com).

Members of our engineering and design team have completed numerous large HVAC system design projects throughout Northern California, as well as building retrofit projects, including re-roofing projects, fire protection systems, plumbing system designs, irrigation systems and energy analysis/energy conservation systems. Turley, Bevier, and Edge are certified as Small Business Enterprises. In addition, Edge is also a NMSDC certified minority business enterprise. The Turley team is adequately staffed with qualified engineers and support staff, to ensure your projects are completed in a timely manner and can assure you of the availability of our team to proceed with projects when notified. Our considerable experience indicates our confidence that we are able to meet your technical and procedural requirements to expedite the projects and meet the deadlines set forth as well as all budgetary concerns.

We look forward to working with the City of Stockton Public Works Department to successfully complete any projects associated with this RFQ. We are confident we can provide the technical expertise, quality of service, and enthusiasm to meet the Public Works Department's high standards. Turley & Associates is currently the mechanical engineer for Merced and Sacramento Counties, along with the Cities of Stockton and Sacramento. Our firm is also the campus engineer for California State University, Sacramento. In conjunction with these projects our firm has acted as the "prime" consultant for Kaiser, Mercy San Juan (Dignity Health) and Lodi Unified School District.

The Turley team acknowledges that we have received all addenda(s)/clarifications. In addition, the Turley team will maintain the scope and limit of required insurance, as well as adhere to the Department of Industrial Relations – Contractor Registration requirements.

Yours truly,

A handwritten signature in blue ink, appearing to read "Brian J. Provencal", is written over a large, stylized blue circular scribble.

Brian J. Provencal, M.E.  
President

1914 S Street  
Sacramento, CA  
95814-6818  
916.325.1065  
916.325.1075 fax  
[office@turleymech.com](mailto:office@turleymech.com)  
[www.turleymech.com](http://www.turleymech.com)

## PROJECT TEAM

The project team consists of Turley & Associates Mechanical Engineering Group, Inc., acting as team lead, along with HMR Architects, Bevier Structural Engineering, Edge Electrical Consulting, and Forensic Analytical Consulting Services.

The Turley team is very familiar with the project scope and has successfully completed many HVAC upgrades and modernizations in addition to and in conjunction with roof replacements repairs. In addition, the Turley team has conducted preliminary HVAC Systems and Controls Feasibility Studies. The Turley team is familiar with the necessary field surveys and studies in order to gain the needed insight and knowledge of an existing building's structure, roof systems, and their existing HVAC and Control Systems. We believe that the Turley team is uniquely qualified to successfully provide the requested services – working on numerous projects for other public agencies throughout the Central Valley, mountain region and Bay Area. We are part of an experienced and dedicated Design Team that will deliver a quality project to the Municipal Utility District as well as a team that will develop a trusted and collaborative relationship.

### MECHANICAL ENGINEERING

**Turley & Associates Mechanical Engineering Group, 1914 S Street, Sacramento, CA 95811,  
Phone: 916-325-1065**

**Department of Industrial Relations Contractor Registration No. 1H49Z3W2N3PC1**

**Key Representative: Brian Provencal, M.E.**

Turley & Associates Mechanical Engineering Group, Inc., a certified small business enterprise, was originally founded in 1975 and has been in the Sacramento area for 40 years. Our office is centrally located in the midtown area of Sacramento and is led by Brian J. Provencal, M.E., President/Principal and John W. Thompson, M.E., Principal. Our firm currently employs 14 people, of which four are licensed mechanical engineers. Turley will be the team lead and will perform HVAC and plumbing engineering for the City of Stockton Public Works Department.

#### **Brian Provencal M.E.**

Engineer-In-Charge

Project Responsibilities: Project team lead responsible for overall design and management of project.

Qualifications: 36 years of experience in mechanical engineering design and commissioning for public buildings, private buildings, hospitals, and higher education.

#### **John Thompson M.E., LEED AP**

Project Manager

Project Responsibilities: Project Engineer responsible for overall design and management of project.

Qualifications: 26 years of experience in public works projects, including police stations, fire stations, public utilities, community buildings, state owned buildings, and federal buildings.

#### **Tim Flagg, M.E.**

Associate Engineer

Project Responsibilities: Project HVAC engineering.

Qualifications: 26 years of mechanical engineering experience including public facilities, hospitals, correctional facilities, industrial and civic buildings.

#### **Nirav Shah, LEED AP**

Project Designer

Project Responsibilities: Design and construction administration for HVAC and plumbing systems.

Qualifications: 7 years of experience in mechanical engineering design, construction administration and commissioning for public and private sector buildings.

**Peter Oliver**

Project Engineer/Mechanical Designer

Project Responsibilities: HVAC/Plumbing designer using AutoCad, Energy Pro, and Revit 3D Modeling.  
Qualifications: 12 years mechanical/plumbing engineering design in public buildings, medical office buildings, retail, office buildings, and educational facilities.

**CADD Support Team**

Qualifications: AutoCad, Energy Pro, and Revit 3D Modeling

**ARCHITECTURAL ENGINEERING**

**HMR Architects, Inc., 2130 21<sup>st</sup> Street, Sacramento, CA 95818, Phone: 916-736-2724**

**Key Representative: Scott Pullen, Principal-In-Charge**

HMR Architects, Inc. was established in Sacramento and has been in business for over 60 years. This firm has the capacity to assist with community involvement, program management, educational specifications, facility needs assessment, commissioning services, budget development, site planning, feasibility studies, façade improvement designs, cost estimates and schedules, CADD, schematic design, design development, construction documents, obtaining State, local and other review agency approvals, bidding, construction administration, and project closeout and post occupancy analysis. We are located in the midtown area close to many of the State regulatory agencies such as, DSA, OPSC, and DOE.

**Scott Pullen, AIA, LEED AP**

Principal-In-Charge

Project Responsibilities: Scott's direct and continuous involvement in the project will ensure a high level of quality in deliverables by adhering to rigorous in-house quality control standards, as well as requirements of the Division of the State Architect and other State regulatory agencies.

Qualifications: 22 years of experience in the design, planning, creation of construction documents, contract administration and project closeout of small and large projects.

**Bryan Fawkes**

Project Manager

Project Responsibilities: Bryan will work directly with the clients and contractors, as well as State and local governing agencies to achieve and maintain project schedules. Bryan has successfully navigated over a hundred projects through construction and is known for his diligence and attention he gives to every detail during construction.

Qualifications: For over 25 years, Scott has been instrumental in delivering quality projects and has assisted his clients in finding design and funding solutions for their projects, saving time and reducing costs. Scott's clients include the California Department of Corrections & Rehabilitation, California Highway Patrol, Department of Parks & Recreation, CAL Fire, and the State Capitol and the County of Sacramento Airport Division for the design of the retail concourse at Terminal A in Sacramento's International Airport. He has extensive experience with local government, school districts and retail design.

**STRUCTURAL ENGINEERING (As Needed)**

**Bevier Structural Engineering, Inc., 2479 Sunrise Boulevard, Gold River, CA 95670,**

**Phone: 916-631-3030**

**Key Representative: William Bevier, S.E.**

Bevier Structural Engineering, Inc. was founded in 1993 after twenty years of prior experience. The firm is a small business firm conveniently located in Gold River with an office in Monterey County. Under the guidance of William D. Bevier, Principal, Bevier Structural Engineering prides itself on providing high quality structural engineering services for diverse projects, large and small, and in the various materials of construction. Bevier currently employs five individuals, four of which are licensed Structural Engineers.

**William Bevier, S.E.**

Engineer-In-Charge

Project Responsibilities: As the Engineer-In-Charge, Mr. Bevier will be involved throughout the design life of all projects to monitor progress, adherence to office design policies and maintaining the highest level of quality service.

Qualifications: Mr. Bevier has 40 years of structural design experience in schools, churches, hospitals, office buildings, warehouse structures, park/recreation facilities, public works, multi-purpose buildings and various related facilities. All projects receive Mr. Bevier's full attention to ensure that the client will be best served in choosing structural systems, establishing project schedules and maintaining the project budget.

**Jeffrey Kovach, S.E.**

Project Manager

Project Responsibilities: Project Engineer responsible for overall design and management of project.

Qualifications: Jeffrey Kovach has over 15 years' experience with structural design in schools, high-end residential homes, retail, office, public works, medical, commercial and manufacturing facilities. In addition, Mr. Kovach has a thorough knowledge of the rehabilitation of existing structures as required by the California Building Code and the guidelines of FEMA.

**Teri Baughman, S.E.**

Associate Engineer

Project Responsibilities: Design and construction administration for structural aspects of re-roof and HVAC systems.

Qualifications: Teri Baughman has over 29 years of experience in the design of school buildings, hospitals, office complexes, shopping centers, churches, apartments, single family residences as well as seismic anchorage of equipment and seismic evaluation of existing structures. Her design experience includes using wood, steel, reinforced concrete and masonry. Teri also has worked with the Division of the State Architect and local building departments taking projects from conception through completion.

**Stephanie Panziera, S.E.**

Associate Engineer/Project Designer

Project Responsibilities: Design and construction administration for structural aspects of re-roof and HVAC systems.

Qualifications: Stephanie Panziera has 5 years of experience in structural engineering design and construction administration.

**ELECTRICAL ENGINEERING**

**EDGE Electrical Consulting, 431 30<sup>th</sup> Street, Sacramento, CA 95816, Phone: 916-256-2460**

**Key Representative: Gordon Wong, P.E.**

EDGE Electrical Consulting, Inc. was established in 2013 by Gordon Wong. Donny Lee, Eric Lee and Miguel Castellanos joined shortly after the firm was established. With over 85 years combined experience between the four principals, the firm provides electrical engineering and low voltage systems services for various market sectors including: Critical Facilities / Data Center, Education (K-12 and Higher Education), Food Service, Healthcare, Hospitality, Industrial, Institutional, Office, Residential, Retail, Sports / Recreation and Theatrical. The firm provides design of power distribution, standby power distribution, UPS distribution, photovoltaic, lighting and controls, structured cabling, campus/riser, fire alarm, nurse call, public address and security systems. The firm also has experience with exterior site work design and master planning. EDGE is a State of CA Certified Small Business (SB #1760393) and a NMSDC Certified Minority Business Enterprise (#WR15220)

**Donny Lee, P.E.**

Principal-In-Charge

Project Responsibilities: Project team lead responsible for overall design and management of project

Qualifications: 23 years of experience in electrical engineering design and has extensive project experience in residential, commercial, healthcare, K-12 educational, higher education, institutional, mission critical and the food service sectors.

**Gordon Wong, P.E.**

Project Manager

Project Responsibilities: Project Engineer responsible for overall design and management of project.

Qualifications: 15 years of experience electrical engineering design and has extensive project experience in healthcare, higher education and institutional.

**Lai Vo**

Project Designer

Project Responsibilities: Design and construction administration for electrical systems.

Qualifications: Over 10 years of combined experience in the electrical and architectural industry. He has worked on projects in the commercial and healthcare sectors.

**Tony Tran**

CADD

Project Responsibilities: Drafting of electrical drawings.

Qualifications: Over 7 years of CADD drafting experience working on commercial projects.

**HAZMAT CONSULTING**

**Forensic Analytical Consulting Services, 7625 Sunrise Blvd., #104, Citrus Heights, CA 95610,  
Phone 916-726-1303**

**Key Representative: David Brinkerhoff, CIH, CAC, CDPH I/A**

Forensic Analytical Consulting Services (FACS) has provided environmental health, industrial hygiene and hazardous materials inspection and project design services since 1986. FACS has 6 offices on the west coast and supports the Stockton area with two nearby offices, one in Sacramento and another in Hayward. In these two offices alone FACS has four (4) Certified Industrial Hygienists, twenty (20) DOSH Certified Asbestos Consultants and sixteen (16) CDPH Certified Lead Inspector/Assessors with expertise in identification and testing of hazardous building materials including but not limited to asbestos, lead, mercury and PCBs. FACS provides consulting, inspection, project design and monitoring services to all industries, public and private sectors, health care, in commercial, industrial and residential environments. FACS also provides expert testimony for a variety of environmental health concerns and each year provides education at various regional, national and international associations.

**David Brinkerhoff, CIH, CAC, CDPH I/A**

Director, Sacramento

David has over 15 years of environmental health and industrial hygiene consulting and Indoor Environmental Quality (IEQ) project management experience. Over the course of his career, David has built a broad range of exposure assessment experience including indoor air quality investigations, building and HVAC system evaluations, evaluating engineering controls implementation and assessing various hazard exposures. David also provides inspection, project design and oversight for asbestos and lead abatement and mold remediation. In addition, David also provides QA/QC oversight on project reports, client hazard communication and services related to occupational or environmental exposure assessments. David provides these services to many industries including aviation, healthcare, property management, hospitality, K-12 and higher education and insurance agencies. David's well-rounded background in industrial hygiene project management has led to providing various IH and IEQ services for several long-term clients. As the FACS Sacramento office Director, David also has experience in coordinating resources and dispatching project teams, managing office operations and directing office personnel.

## PROJECT APPROACH

The Turley team will meet with a representative from the City of Stockton to validate the final scope of work on the project for both Phase 1 and Phase II of the project.

Once validation of scope has been agreed upon with all parties, a detailed schedule will be completed and reviewed with the City to confirm all design milestones for the project.

The Turley team will then visit the site to gather any as-built documentation on the buildings and conduct a detailed survey at each system and building. Turley & Associates will then develop backgrounds for each building incorporating the assistance of HMR Architects. Backgrounds will be distributed to produce 50% Plans, Specifications, and Estimates (PS&E). PS&E will be produced for each of the buildings. The Turley team will then meet with the City's facilities maintenance staff to review and respond to any questions and or comments. The Turley team will then incorporate all comments into the PS&E.

The Turley team will then proceed to the 100% completion stage of the PS&E. At this time, architectural drawings will be defined in further detail to incorporate all roofing items and flashing details. Mechanical systems will be finalized and drawings and details will be further defined to the 100% phase. The study will be completed on the operations building. The Turley team will then meet with the Public Works staff and review final comments on the PS&E. All final comments will be incorporated.

Final plan check documents will be produced by the Turley team based on Public Work's review of the 100% PS&E. Three sets will be produced and submitted the City. The team will respond to all comments from the Permit Center and modify the PS&E package accordingly.

The Turley team will sign two sets of "bid sets" which will include: plans, specifications, and cost estimate. The plans will be produced on Mylar and will be submitted to the City's project manager.

The lead engineer for the Turley team will assist the City with pre-bid, pre-construction, kick-off, and post-construction meetings. The team will visit the site a minimum of 10 visits during construction, or more, if needed, to ensure a quality project. In conjunction with services listed above, our team will provide design support throughout the bidding, construction, and post-construction phase of the project. Our team will review submittals, process shop drawings, respond to RFIs and continuously update our documents throughout the construction phase of the project. The on-going update of documents will provide real-time as-built documentation on the project rather than waiting to the end to produce as-builts. As-builts will be submitted to the City both as PDF's and on Mylar.

The Turley team would like a post-design and post-construction interview with the City once the project is complete for feedback on the services provided.

## 1.0 SCOPE OF SERVICES

### **M15006: Co-gen HVAC and Re-Roof Project**

The team will visit the existing site to determine all existing equipment, electrical capacity, existing flashing and roofing and any visible structural elements. Drawings provided by the City will be validated during the site visit and backgrounds will be produced and distributed to the team. Air change calculations will be completed to ensure proper ventilation of the cogeneration building. New exhaust fans and evaporative coolers will be selected and distributed to the electrical engineer and structural engineer. The structural engineer will design a new platform that will elevate the new evaporative coolers off the roof to all maintenance and future reroof. Construction documents will be produced delineating the re-roof, flashings, demolition, electrical, structural and mechanical requirements for the project. Specifications will be produced for all disciplines. All detailed phases are outlined in the project schedule. Cost estimates will be provided.

### **M15007: Maintenance Building HVAC**

The team will visit the site and inspect the roof, existing flashing, current electrical/available capacity, mechanical systems and any structure that is exposed. The team will validate the accuracy of drawings provided by the City and produce as-built conditions of the building. Load calculations will be performed on the building to determine the correct packaged unit to adequately heat and cool the space. Backgrounds will be distributed to the architect, electrical engineer, mechanical engineer and structural engineer for production of construction documents. The mechanical engineer will provide detail mechanical drawings for the installation of the new roof. The electrical engineer will be responsible to provide power to the new system to support the new package unit along with calculations. Specifications will be provided for each discipline. All detailed phases are outlined in the project schedule. All detailed phases are outlined in the project schedule. Cost estimates will be provided.

### **M15008: Belt Process Building**

The design team will visit the building to evaluate the current HVAC, electrical, structural and roof. Drawings provided by the City will be validated and as-built documents will be produced. Backgrounds will be distributed to all parties. The current HVAC system is inoperable and will be evaluated to determine if sizes and capacities are current based on original equipment selection and calculations. Mechanical drawings will be produced indicating all new equipment and ductwork as needed. Electrical drawings will be produced to support any mechanical equipment. The structural systems will need to be evaluated. If structural systems require upgrading, structural documents and calculations will be provided. The architect will produce a detailed roof plan and all flashing details for the roof replacement. Specifications/material for the roof will be selected by the architect. Specifications and cost estimates will be provided.

### **M15013: Old Digester Building**

A detailed site visit will be conducted by the architect and mechanical engineer to review flashings and the existing roof. Drawings provided by the City will be validated and as-builts will be produced. Backgrounds will be produced and distributed to the architect and consultants as needed. The architect will produce a roof plan indicating all flashing conditions and specify/detail the new roof systems. Specifications will be produced for all required disciplines. Cost estimates will be provided.

### **M15014: Operations Building HVAC Evaluation**

The mechanical engineer will visit the building to review existing conditions of the HVAC system and the capacity of the current electrical system. A detailed survey will be conducted to determine all internal heat loads in the building such as equipment, computers, printers and people. Drawings provided by the City will be validated and as-built documentation will be produced. Load calculations will be performed on the building and on each space within the building to determine the heating cooling zone requirement along with required

ATTACHMENT B  
EXHIBIT A

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space requirements. A detailed report will be produced outlining the current deficiencies with the HVAC system and a recommendation to reduce current deficiencies. The electrical engineer will provide support and evaluation of current electrical system if needed to support additional equipment. If additional equipment is required, our structural engineer will determine the adequacy of the current structure to support the equipment and provide recommendations. A schematic design for the new system will be produced along with a cost opinion. Cost estimates will be provided.

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## 2.0 PROJECT SCHEDULE

We have produced schedules for each of the projects. Many of the projects can run concurrently if the City desires to expedite production of the bid documents. The following represents the schedule for each of the projects.

### **M15006: Co-gen HVAC and Re-Roof**

<b>Task</b>	<b>Duration</b>
Site Visit – Turley Team	1 Day
Production of As-Built Backgrounds	1 Week
Production of 50% PS&E	1 Week
Meet with City for Review of 50% PS&E	1 Day
Incorporate 50% PS&E Comments	2 Days
Production of 100% PS&E	2 Weeks
Meet with City for Review of 100% PS&E	1 Day
Incorporate 100% PS&E Comments	2 Days
Submit to City for Plan Check and Incorporate Plan Check Comments	3 Weeks
Produce Final Bid Set of PS&E and Deliver to the City	1 Week
Pre-Bid Walk-Thru and Bid Phase of the Project	3 Weeks
Project Award	2 Weeks
Pre-Construction Meeting	1 Day
Construction Phase of Project	3 Months
Post Construction Documentation	1 Week

### **M15007: Maintenance Building HVAC**

<b>Task</b>	<b>Duration</b>
Site Visit – Turley Team	1 Day
Production of As-Built Backgrounds	1 Week
Production of 50% PS&E	2 Weeks
Meet with City for Review of 50% PS&E	1 Day
Incorporate 50% PS&E Comments	2 Days
Production of 100% PS&E	2 Weeks
Meet with City for Review of 100% PS&E	1 Day
Incorporate 100% PS&E Comments	2 Days
Submit to City for Plan Check and Incorporate Plan Check Comments	3 Weeks
Produce Final Bid Set of PS&E and Deliver to the City	1 Week
Pre-Bid Walk-Thru and Bid Phase of the Project	3 Weeks
Project Award	2 Weeks
Pre-Construction Meeting	1 Day
Construction Phase of Project	2 Months
Post Construction Documentation	1 Week

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**M15008: Belt Press Building HVAC and Re-Roofing**

Task	Duration
Site Visit – Turley Team	1 Day
Production of As-Built Backgrounds	1 Week
Production of 50% PS&E	2 Weeks
Meet with City for Review of 50% PS&E	1 Day
Incorporate 50% PS&E Comments	2 Days
Production of 100% PS&E	2 Weeks
Meet with City for Review of 100% PS&E	1 Day
Incorporate 100% PS&E Comments	2 Days
Submit to City for Plan Check and Incorporate Plan Check Comments	3 Weeks
Produce Final Bid Set of PS&E and Deliver to the City	1 Week
Pre-Bid Walk-Thru and Bid Phase of the Project	3 Weeks
Project Award	2 Weeks
Pre-Construction Meeting	1 Day
Construction Phase of Project	2 Months
Post Construction Documentation	1 Week

**M15013: Old Digester Building Re-Roof**

Task	Duration
Site Visit – Turley Team	1 Day
Production of As-Built Backgrounds	1 Week
Production of 50% PS&E	1 Week
Meet with City for Review of 50% PS&E	1 Day
Incorporate 50% PS&E Comments	2 Days
Production of 100% PS&E	2 Weeks
Meet with City for Review of 100% PS&E	1 Day
Incorporate 100% PS&E Comments	2 Days
Submit to City for Plan Check and Incorporate Plan Check Comments	3 Weeks
Produce Final Bid Set of PS&E and Deliver to the City	1 Week
Pre-Bid Walk-Thru and Bid Phase of the Project	3 Weeks
Project Award	2 Weeks
Pre-Construction Meeting	1 Day
Construction Phase of Project	1 Month
Post Construction Documentation	1 Week

**M15014: Operations Building HVAC Evaluation**

Task	Duration
Site Visit – Turley Team	1 Day
Production of As-Built Backgrounds	1 Week
Production of 50% Evaluation of HVAC System/Report	2 Weeks
Meet with City for Review of 50% PS&E	1 Day
Incorporate 50% PS&E Comments	2 Days
Production of 100% Evaluation of HVAC System/Report	2 Weeks
Meet with City for Review of 100% PS&E	1 Day
Incorporate 100% PS&E Comments	1 Day
Present Final Report to the City	1 Day

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### 3.0 COST PROPOSAL

Below find the cost proposal broken down by each building.

	Mechanical	Electrical	Architectural	Structural	Total
M15006: Co-gen	\$ 13,037.00	\$ 3,371.00	\$ 9,762.00	\$ 4,000.00	
M15007: Maintenance Building	\$ 14,037.00	\$ 3,371.00	\$ -	\$ 3,000.00	
M15008: Belt Process Building	\$ 14,937.00	\$ 3,371.00	\$ 9,762.00	\$ 2,100.00	
M15013: Old Digester Building	\$ 2,100.00	\$ 2,100.00	\$ 14,366.00	\$ -	
M15014: Operations Building	\$ 19,846.00	\$ -	\$ -	\$ -	
	\$ 63,957.00	\$ 12,213.00	\$ 33,890.00	\$ 9,100.00	\$ 119,160.00
Alternate Add: HAZMAT					\$5,000.00

TOTAL \$124,160

**Insurance Requirements for Professional Services**  
(Design HVAC Upgrades & Re-Roofing Plans)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if Consultant provides written verification it has no employees)*
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Other Insurance Provisions**

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

**Additional Insured Status**

**The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds** on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (**at least as broad as ISO Form CG 20 10 11 85** or both CG 20 10 and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the

Consultant's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Consultant's insurance coverage to sole negligence.

#### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

#### **Waiver of Subrogation**

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant 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 of Stockton has received a waiver of subrogation endorsement from the insurer.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

#### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

#### **Verification of Coverage**

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

#### **Certificate Holder Address**

Proper address for mailing certificates, endorsements and notices shall be:

- o City of Stockton
- o Attention: Risk Services
- o 425 N El Dorado Street
- o Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

#### **Maintenance of Insurance**

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued

immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.