

Council Business Meeting

February 18, 2020

Agenda Item	Award of Contract – APRC Design Services Daniel Meyer Pool Replacement	
From	Michael A. Black, AICP	APRC Director
Contact	Michael.Black@ashland.or.us	

SUMMARY

The Ashland Parks and Recreation Commission (APRC) is requesting approval of a contract for professional design services with Anderson Sherwood Architects, P.C. to provide design and construction documents for the Daniel Meyer Pool (DMP) rebuild for a cost of \$161,130.

On January 13, 2020 APRC received two proposals for the design services of the Daniel Meyer Pool Replacement. An evaluation team of five APRC staff members reviewed the proposals.

Proposals were received from Terrain Landscape Architecture and Robertson Sherwood Architects, P.C. and were independently ranked according to scoring criteria outlined in the Request for Proposal (RFP) document.

	CATEGORY	POSSIBLE POINTS
1.	Project Approach	30
2.	Project Experience	20
3.	Project Team Experience	20
4.	Demonstrated Ability to Successfully Complete Projects on Time and Within Budget	30
5.	Termination for Default	P/F
	Total	100

The results were as follows:

CONSULTANT	TOTAL SCORE	RANK
Robertson Sherwood Architects	476	1
Terrain Landscape Architecture	420	2

After ranking was completed an Intent to Negotiate with Robertson Sherwood Architects, P.C. was issued on January 21, 2020 and a bid proposal and fee schedule were requested.

The fee schedule is based on the scope of work outlined in the RFP, which includes schematic design, development of construction documents, assisting in the preparation of bidding documents and assisting in the construction period with onsite visits.

POLICIES, PLANS & GOALS SUPPORTED

APRC Commission Goals 2019-21 Biennium

Goal 5: Improve public aquatic recreation and competitive options in Ashland consistent with the finding and recommendations of the Pool Ad Committee and ensure the continuous operation of an adequate recreational pool in Ashland during the summer months at a minimum, until construction begins on a new pool.

City of Ashland Climate and Energy Action Plan (CEAP). Reduce the reliance of fossil fuels and reduce greenhouse gases. A goal of this project is to include energy efficient equipment and reduce natural gas consumption.

PREVIOUS COUNCIL ACTION

The Daniel Meyer Pool Replacement project was approved in the 2019-21 Biennial budget process as a Capital Improvement Project (CIP) for APRC.

The Ashland Parks and Recreation Commissioners approved the preliminary site plan for the pool replacement (September 2019) and the funding of the new pool (October 2019).

On December 3, 2019 Council approved Ashland Parks and Recreation Commission's choice to acquire a revenue bond for \$2,900,000 and amend the DMP rebuild CIP project line item, moving \$2,600,000 for the construction of the project to Fiscal Year 2020-21.

BACKGROUND AND ADDITIONAL INFORMATION

The Daniel Meyer Pool was built in 1986 with the intent that it would serve as a seasonal community pool, which would be open just a few months per year for swim lessons, recreation swimming, and casual lap swimming. The actual use is much more intense than what was planned. The pool is open year-round, it is used for competitive sports training and serves a population much larger than what was intended. In reality, the current 25-yard by 15-yard pool is being used as if it were twice the size.

The Commissioners formed a Pool Ad-Hoc Committee (the "PAHC") to review options for the DMP. The formation of this committee was predicated on a perceived need for a new community pool with the City of Ashland. The PAHC met several times and formed a recommendation for the replacement of the DMP

The Commissioners approved the recommendations at their September 2019 business meeting and stated that by expanding the size of the pool they will be able to better accommodate the current user groups. Replacing the pool with new and better infrastructure will address the impact of year-round use and will extend the life of the pool.

The scope of work outlined in the RFP is as follows;

- Complete demolition of existing pool, deck and spa structures.
- Complete demolition of equipment inside the mechanical room will be required due to the increased volumetric recirculation demands. The existing 20-foot by 15-foot room should accommodate the new equipment.
- Excavate to accommodate new 25-yard by 25-meter pool with adjacent recreational swimming area (size to be determined) and its associated 10-foot by 10-foot by 12-foot surge tank.
- Install piping, submerged suction outlets (SSO), and return fittings. Piping will be routed to new surge tank and to existing equipment room.
- Backfill excavation and piping trenches with compacted structural fill material, graded to elevations for construction of the new pool floor, pool walls, and deck.
- Build concrete formwork, install reinforcing steel and pour concrete pool floor slab.
- Install Myrtha pool wall, gutter, and floor membrane system with integrated lap lanes and wall targets.
- Test fill water at source to determine balance chemicals necessary at startup.
- Form, reinforce, and pour concrete pool decks, retaining walls, fences and any other flatwork, drainage, ramps, stairs and walkways as per plan.
- Design and installation of landscaping.
- Install SSO covers, return fittings, light fixtures, handrails, etc.
- Monitor filling of pool and begin water balancing process.

- Balance water chemistry and operate equipment for two weeks and orient operators to new systems.
- Environmentally efficient and sustainable features.
- Pool deck area should allow for a season cover in the future.
- Highest standards for construction and mechanical components to reduce long-term maintenance and operational costs.
- ADA access between the pool and the Senior Center building.

FISCAL IMPACTS

The total for design services would be \$161,130. The approved budget for the Daniel Meyer Pool Replacement CIP project is \$2,715,000.

Allocated Food and Beverage tax revenue funds will be used for the budgeted design services with the remainder of the project costs using the approved revenue bond.

STAFF RECOMMENDATION

Staff recommends the approval of the contract award and authorization for the City Administrator to execute the attached contract for design services of the Daniel Meyer Pool Rebuild project.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- 1.) I move to approve the contract award for design services for the Daniel Meyer Pool Replacement project with Robertson Sherwood, Architects P.C.
- 2.) I move to deny the contract award for design services for the Daniel Meyer Pool Replacement and direct staff to...

REFERENCES & ATTACHMENTS

- Attachment 1: Proposal
- Attachment 2: Fee Schedule
- Attachment 3: Contract



Robertson | Sherwood | Architects PC

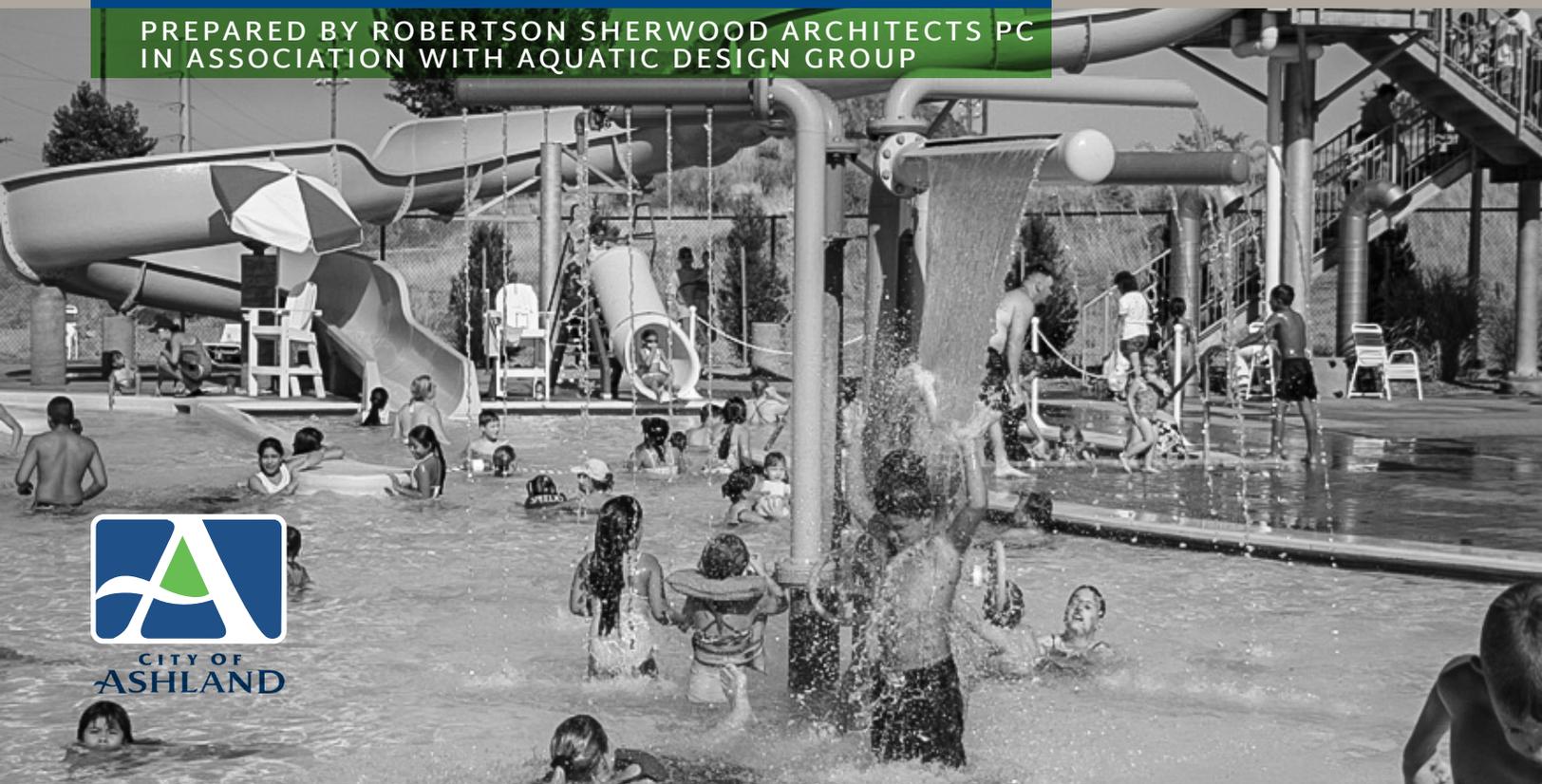
QUALIFICATIONS FOR PROJECT #000706

Monday, January 13th, 2020

Daniel Meyer Swimming Pool Replacement

Submission of Proposal

PREPARED BY ROBERTSON SHERWOOD ARCHITECTS PC
IN ASSOCIATION WITH AQUATIC DESIGN GROUP



3.1 PROJECT APPROACH



Introduction

Robertson Sherwood Architects (RSA) and Aquatic Design Group (ADG) are pleased to provide this proposal response to express both our interest and qualifications in the Daniel Meyer Swimming Pool Replacement project. Together we offer a broad range of aquatic design experience, but more importantly bring a keen understanding of the challenges and opportunities in providing year-round aquatic competition, fitness and recreation services to your community. We are confident that our collaboration with you will result in a happy and healthy aquatic community for many years to come.

OUR MISSION IS . . .

Providing recreation services to the public requires a balance between offering affordable, healthy recreational experiences, while exercising prudent control over both capital and operational costs. Key to this is careful planning, design and operational analysis from the earliest stages of inception, and a reliance on a process built upon clear, open, and collaborative communication between planner, designer and client. At this stage, key decisions have been made and an ambitious budget and schedule have been set. The design team you select will need to hit the ground running (just to catch up!), affirm these key decisions, build upon the work that has already occurred and, if necessary, fill in the gaps in the project scope that will need to be addressed.

We believe there are at least three key aspects to getting off on the right path with this mission:

a commitment to working together

- to effectively incorporate the collective skills and expertise of all involved through a collaborative effort

defining a process and schedule that is clear, concise and fosters success

- with key goals and milestones that measure progress

defining a project scope built upon a sound base of collective knowledge

- applying our experience in the planning and development of numerous aquatic facilities offers the City of Ashland the resources to make informed decisions

PLANNING, DESIGN AND IMPLEMENTATION

While we at RSA and ADG bring a wealth of aquatic design experience to the table, we also recognize that every project, every client and every site is different. You have already made a determination of the type of pool construction and the general size and configuration of the pool - essentially setting the concept design. Based on this we would approach the major steps of the project as follows:

Schematic Design

The essential goal of this phase will be to refine and validate the concept that has been defined and assure that all project requirements are identified. Key tasks include:

- Refining the pool design including depths, lane widths, orientation, and configuration to accommodate the right mix of activities which best serve the community
- Consideration of visual adjacencies between activity areas to foster the sense of an active place, and maximize user participation
- Consideration of good sight lines to facilitate staff control, minimize disruptive behaviors, and reduce staffing costs
- Assuring that shallow water is located adjacent to entrances, both for user safety and for ease of access to the water by your youngest and oldest users.
- Providing critical review of all proposed pool system components and product selections with ease of operation, quality, maintenance and durability in mind
- Fostering decisions that support investment in durable and efficient systems that reduce long term energy and staffing costs
- Evaluating whether the project scope will need to address compliance with any required building code and State of Oregon Health Division rules pertaining to pool design and construction
- Evaluating implementation strategies and timing of construction that may impact the project
- Estimating the work and confirming the project budget and schedule

3.1 PROJECT APPROACH



Design Development/Construction Documents

Given the relatively short schedule and pool-focused scope of the proposed project we envision combining the remaining design development tasks with preparation of the construction documents. Key tasks include:

- Incorporating any adjustments in the pool and pool systems design based on the Schematic Design project budget in order to keep the project in budget and on schedule
- Completing the design and detailing of the Myrtha Pool system and its interface with the new pool deck
- Completing the design and detailing of all site improvements to accommodate the new pool
- Designing and delineating any modifications necessary in the existing pool mechanical room to accommodate routing and installation of new pool systems and piping
- Preparation of 50% stage documents including drawings and outline specifications for Owner review to assure final design will meet expectations
- Preparation of 90% stage documents including drawings and specifications for Owner review and preparation of a final project estimate and budget
- Completing 100% Construction Documents with any final adjustments based on Owner review of scope and budget

NOTE: If the project scope identified in Schematic Design requires modifications to the bathhouse (other than in the pool mechanical room), the project budget, schedule and scope of services outlined in the RFP may require adjustments. Nevertheless, we believe that design development and preparation of construction documents can move forward simultaneously.

Bidding

This project will be publicly bid and will likely be attractive to several local general contractors, a few certified Myrtha Pool installers, and pool mechanical system subcontractors. Our team will assist the City in the preparation of the bidding documents, pre-bid conference, review of substitutions, and preparation of addenda. We will attend the bid opening, assist the City with review of the required pre-contract submittals from the low bid contractor, and with preparation of the Owner/Contractor agreement as needed.

Construction Period Services

Our team will be on hand to see the project to completion through construction, meeting on-site with the Owner and Contractor on a regular basis. Key tasks include:

- On-site meetings to review the progress of work and compliance with construction documents
- Review of all required product and shop drawing submittals
- Preparation of additional information or documentation necessary to address discrepancies in the construction documents, unforeseeable field conditions, or any proposed changes in the scope of the work, systems or products
- Review of contractor's Application(s) for Payment
- Review of the work at Substantial and Final Completion

Quality Control Program

RSA takes pride in the quality of our work and in particular the quality of our bidding and construction documents. We begin key product selection and detailing, and review specifications as early as possible in the design process to assure that critical design issues are properly addressed. We leverage our experience for each project with a commitment to thorough documentation and a review by one of our firm principals at each review stage for clarity and constructability.

ADG has a rigorous QA/QC review and check process for all their drawings. Each set of plans are reviewed by two designers that have not worked on the project and final review is completed by the Senior Architect, who has more than 35 years of experience and 2,500 completed projects.

In addition, ADG is prepared to address the many factors that should be considered when selecting specific products and systems for a swimming pool. These include, but are not limited to; owner preference / comfort level, ability to standardize across all owner managed facilities, capital cost, operation cost, replacement cost, warranty, local serviceability, capabilities, impacts to other products / systems, size, etc. They will, as part of an early meeting, go through each system and product selection with all key stakeholders and team members. These decisions will be documented and revisited at subsequent meetings to ensure that each is properly explored.

3.2 PROJECT EXPERIENCE



PROJECT EXPERIENCE (RSA AND ADG)

ROBERTSON SHERWOOD ARCHITECTS PC (RSA) was established in 1986 as a general architectural practice offering comprehensive services to clients throughout Oregon. With our staff of professionals and a team of consultants we offer a range of services tailored to meet the unique challenges of each commission and the special needs of each client. We bring to our work an enthusiasm for personal service, dedicated management skills, and innovative and practical design solutions.

Since we designed Oregon’s first public, leisure-oriented aquatic facility in 1989 - the Lively Park Swim Center in Springfield, Oregon - we have provided planning and design services on numerous aquatic and recreation facilities throughout Oregon. These projects have always been representative of the latest developments in aquatic and recreation facility planning. Our familiarity with the unique design issues, and our knowledge of key resources in the industry, have enabled us to offer a high level of professional service to the needs of aquatic facilities.

All aquatic projects have been managed by firm Principal, Carl Sherwood, AIA, as is proposed for your project. All RSA staff are experienced with aquatic and recreation facilities and will be well able to assist Carl in this effort. We promote and foster an integrated approach managed by RSA, utilizing a select set of consultants to serve the unique requirements of each project.

We are happy to report that we have worked with many communities throughout Oregon to achieve creative and meaningful results:

- | | | |
|---------------------------------------|-----------------------|--|
| Black Butte Ranch | City of Eugene | Lebanon Park and Recreation District |
| Boardman Park and Rec. District | City of Hermiston | Maverick’s Fitness, Sunriver
(Myrtha Pool) |
| Central Oregon Park and Rec. District | City of Hillsboro | North Clackamas Aquatic District |
| City of Astoria | City of La Grande | North County Recreation District (Nehalem) |
| City of Brookings | City of Lincoln City | University of Oregon |
| City of Carlton | City of Newport | Willamalane Park and Recreation District |
| City of Condon | City of Silverton | |
| City of Coquille | City of Vancouver, WA | |
| City of Dallas | City of Veneta | |

RELEVANT DESIGN EXPERIENCE

The following projects have significant relevance to the proposed replacement of Daniel Meyer Pool:

Echo Hollow Pool Expansion and Renovation Eugene, Oregon

- Completed:** (Dec. 2020 - under construction)
- Project Budget:** \$12,900,000
- Project Team:** Carl Sherwood, AIA - *Principal*
Scott Stolarczyk, AIA - *Project Manager and Architect*
Justin Caron - *ADG Pool Design/ Project Manager*
- Reference:** City of Eugene
Shauna Parker, *Project Manager COE Design and Construction*
(541) 682-5321
SParker@eugene-or.gov



Renovation and expansion of Echo Hollow Pool including indoor pool renovation, outdoor pool replacement with 25yd x 25m pool, and new recreation pool. Included renovation and expansion of existing changing rooms to accommodate added pool space, and renovation and expansion of existing pool mechanical systems and spaces.

3.2 PROJECT EXPERIENCE



Newport Aquatic Center

Newport, Oregon

Completed: February 2017
Project Budget: \$8,705,000
Project Team: Carl Sherwood, AIA - *Principal*
Scott Stolarczyk, AIA - *Project Manager and Architect*
Justin Caron - *ADG Pool Design/ Project Manager*

Reference: City of Newport
Tim Gross, *City Engineer / Project Manager*
(541) 574-3369
T.Gross@NewportOregon.gov



Addition of an indoor pool complex to the existing Newport Recreation Center. Included an 8-lane 25yd pool, leisure activity pool with therapy area and current channel, hot tub, expansion of locker rooms to accommodate pool patrons, and separate pool and building mechanical rooms.

Veneta Pool Replacement

Veneta, Oregon

Completed: Phase 1- 2010
Phase 2 - 2019
Project Budget: \$2,100,000
\$622,000
Project Team: Carl Sherwood, AIA - *Principal*
Scott Stolarczyk, AIA - *Project Manager and Architect*
Justin Caron - *ADG Pool Design/ Project Manager*

Reference: City of Veneta
Kyle Schauer, *City Engineer*
(541) 935-2191
kshauer@ci.veneta.or.us



New pool and bathhouse to replace an existing outdoor pool in City Park that was lifted out of the ground during a rainstorm while undergoing maintenance. Included a new seasonal bathhouse, a 6-lane 25yd pool with provisions for future water slide, and leisure pool. Located with respect for continued use of existing park activity areas and parking lot.

West Hollywood Recreation Center

West Hollywood, CA

Completed: In Planning
Project Budget: N/A
Project Team: Justin Caron - *ADG Pool Design/ Project Manager*

Reference: City of West Hollywood
Oscar Delgado, *Dir. of Public Works*
(541) 935-2191
odelgado@weho.org



Aquatic Design Group is providing planning, programming, construction documents and construction administration services for a 25-Yard x 25-Meter, on-structure Myrtha Pool and a 25-Yard x 12.5-Yard, on-structure Myrtha Pool that will be part of the new West Hollywood Recreation Center.

3.2 PROJECT EXPERIENCE



MYRTHA POOL EXPERIENCE

Both RSA and ADG are familiar with and have worked with Myrtha Pool systems.

RSA

Maverick's Fitness Center, Sunriver, OR
(Constructed, see image below)

Veneta Pool, Veneta, OR
(Bid as Alternate)

UO Student Rec Center
(Planned as an Alternate through Schematic Design)

ADG

2004 Olympic Trials Charter All Digital Aquatic Center, Long Beach, CA

Carmel High School Aquatic Center, Carmel, CA

Crafton Hills College Community Recreation Facility, Yucaipa, CA

Edgewood High School Competition Pool, West Covina, CA

Madras Aquatic Center, Madras, OR

Ritz Carlton Hotel On-Structure Pool, Sarasota, FL

The Ray Hotel On-Structure Pool, Delray Beach, FL

West Hollywood Recreation Center, West Hollywood, CA



Echo Hollow Pool Renovation & Expansion, Eugene, OR (Under Construction)

3.3 PROJECT TEAM EXPERIENCE



ORGANIZATIONAL DESCRIPTION

Our primary design team will be comprised of key representatives from Robertson Sherwood Architects (RSA) and Aquatic Design Group (ADG). Supplementing this group behind the scenes we would propose to include consulting engineers for Civil, Mechanical, Electrical, Plumbing and landscape disciplines. Their scope will be more variable depending on the degree to which work in the bathhouse extends beyond providing for pool services.

We have worked with all of our proposed consultants on aquatic facilities of similar scope. Please note that we have not yet committed to civil engineers for our team. Typically, we like to use civil engineers familiar with area agencies.

FIRM	ROLES / TASKS	KEY STAFF	EXPERIENCE
Robertson Sherwood Architects	Project Leadership, Design, QA/QC, Pool Deck Grading	Carl Sherwood AIA	All RSA aquatic projects for the past 33 years
Aquatic Design Group	Architectural Design, Project Management, Consultant Coordination	Scott Stolarczyk AIA	20 years with RSA, 6 aquatic projects in past 10 years
	Pool, Pool Systems Design/Engineering	Justin Caron MBA	ADG Aquatic Design Principal, 6 project with RSA in past 10 years

Possible Supporting Consultants

To Be determined	Civil Engineering for Storm Systems, Deck Drainage		Recommend local civil engineer
Cameron McCarthy	Landscape Arch., Planting and Irrigation	Larry Gilbert ASLA	All RSA Projects, Ashland Fields, Streetscape work
Systems West Engineers	Mechanical, Electrical, and Plumbing Design and Engineering	Greg Langdon PE	MEP in most RSA aquatic projects for 25 years, incl. Pool Systems
Hohbach-Lewin	Structural Engineering (building)	Vikki Bourcier PE	Building engineer on several recent RSA aquatic projects
Architectural Cost Consultants	Construction cost estimating	Seth Pszczolkowski	Estimator familiar with pool projects throughout the Pacific NW

3.3 PROJECT TEAM EXPERIENCE



KEY STAFF ROLE/RESPONSIBILITIES

RSA and ADG are committing their most experienced personnel to the success of the project. Please see a brief statement of roles and responsibilities below and refer to Appendix A for resumes.



Carl Sherwood, AIA

RSA Principal-in-Charge; Primary Contact, Public Outreach and Communication
25% to 10% of FTE depending on the stage of the work

Carl will serve as Principal-In-Charge and Project Director, a position he has held on all RSA projects involving aquatic facilities for the past 33 years – guiding the project team through design and often providing Construction Administration services.

Virtually every RSA project for a public agency has involved working in a community or committee facilitation process. Carl has developed the skills and techniques necessary to effectively engage client groups, committees and the public in the design process.



Scott Stolarczyk, AIA, LEED AP

RSA Associate; Project Manager/Project Architect and Construction Documentation
50% to 10% of FTE depending on the stage of the work

Scott will work directly with Carl to coordinate all resources directed towards the project and will manage the consultant team as it develops. He will take the lead role in directing RSA staff in the production of Project Documentation. Scott has performed a similar role on the firm's more recent aquatic projects including Echo Hollow Pool Expansion and Renovation, Boardman Aquatic and Recreation Center, Newport Aquatic Center and Veneta Community Pool over the past 10 years.



Justin Caron, MBA

ADG CEO: Aquatics Project Principal
25% to 10% of FTE depending on the stage of the work

Justin will serve as the ADG primary contact and take the lead coordinating the efforts of ADG staff for pool design and engineering. Justin has worked on several aquatic projects with RSA in recent years including Echo Hollow Pool Expansion and Renovation, Boardman Aquatic and Recreation Center, Newport Aquatic Center and the UO Student Recreation Center. Justin will bring his wealth of personal insight in pool design based on his own swimming experience, and technical knowledge related to systems operations, lending credibility to any public outreach efforts.

3.4 DEMONSTRATED ABILITY



DEMONSTRATED ABILITY TO SUCCESSFULLY COMPLETE SIMILAR PROJECTS

For us, every project offers new learning opportunities and ultimately new lessons learned. We are confident we bring enough experience in this project type to offer insight into key characteristics of successful aquatic facilities. That said, success that fits your specific community needs doesn't just happen – it's the result of real effort, commitment, talent and planning. Consider the following:

Echo Hollow Pool Expansion and Renovation

The Echo Hollow Pool project was funded as part of a Parks and Recreation Improvements Bond Measure in 2018. Unfortunately, the budget used for the bond measure had not addressed changes in scope, new Council energy performance mandates, or changes in construction inflation - resulting in funding which was inadequate to design and construct the scope of project originally anticipated.

From this beginning, success required a clear prioritization of goals which were discussed with the community in the earliest public outreach meetings. Addressing the pools, pool systems, and aquatic



program support spaces were deemed essential. In Eugene, with multiple aquatic facilities, an early decision to consider at the role of each facility in the total aquatic program also proved to be illuminating. Echo Hollow Pool was to continue its role as the primary competitive training facility in the city. With 6 - 25yd indoor lanes and 6 - 25m outdoor lanes (operated year-round) Echo Hollow is home to seven different swim teams/clubs. Lanes, lanes, and more lanes, with continued year-round operation are essential to expanding this capacity.

Ultimately, after consideration and cost comparison of many alternatives, the preferred scope will renovate the interior 6-lane pool and provide all new systems, construct a new year-round 25yd x 25m pool with enough deep water for a water polo course, and construct a new 3,400sf shallow water recreation pool with waterslide for enhanced summer operations. The locker rooms will be fully updated and reconfigured to address the higher occupant load from the added pool and deck space, and significant energy upgrades will allow the city to shed a significant amount of its use of natural gas, by converting to electric based heat pump chiller system for most heating needs.

In the hope of finding more funding or obtaining competitive bids, several lower priority items (re-roofing, ramp access for both lanes pools, etc.) were designed and bid as additive alternates at the time the project was bid in early December 2019. Six general contractors bid the work (with coverage from two pool subcontractors), with four of them just under the pre-bid estimate, and the other two significantly below the estimate. It was the right time to hit the market! Because the alternates had been designed and bid, the City was able to take advantage of this result and all alternates will be included in the construction contract. The contractor is slated to begin work on site on February 24 – just after the end of the local HS swim season, with completion on schedule in December 2020. The city will operate their seasonal outdoor pool – Amazon Pool – beginning February 21 during the remainder of this winter and through next winter in order to offset the loss of pool space during the construction at Echo Hollow Pool followed by construction at Sheldon Pool the following year.

By all measures, this project has become a success thus far.

Newport Aquatic Center

The City of Newport operated an indoor 6-lane pool for many years near the High School and Middle School. The facility was aging and had been outgrown by the community. Plans for the Newport Recreation Center had originally anticipated a pool addition, although the area designated for it had later been reduced by adjacent street improvements/realignments. After consideration of alternative sites in the area, it was determined the best alternative was to maximize the use of the current available site and take advantage of operational/staffing savings by consolidating into one facility.

The scope of the project included an 8-lane 25yd pool designed to accommodate HS District wide swim meets, a warm water activity

3.4 DEMONSTRATED ABILITY



...continued

pool with current channel, therapy area, interactive water play equipment and zero depth entry, and a hot tub. Fitting this onto a triangular site adjacent to the existing building and connecting into the existing locker rooms proved to be the primary challenge of the project. Shoring of the existing building foundation as well as the adjacent roadway was a concern during design, and contingencies were built-in to the budget in anticipation of these challenges. Fortunately, this was minimized somewhat by a design solution that placed the deepest end of the pool and the below-deck pool mechanical rooms furthest from the existing building, with direct service access at street level. During excavation it was discovered that the project area had a significant amount of unsuitable fill that required additional over-excavation – putting these contingencies to the test. The project received 5 bids during a rising market, and although the low bid was within 4% of the estimate the City elected to proceed with no changes to scope. The project was completed on schedule, though 30 days were added for coastal weather impacts.



Any project that occurs next to an existing building, or in an area of existing construction must anticipate these types of construction issues. At times they can dictate layout and orientations challenging the design to balance these with program and safety requirements for the pools – and can certainly have an impact on the budget if not anticipated. Users of the Newport Aquatic Center will never know the impact of these concerns, as the project was successfully completed and has been well received by the community.

Veneta Community Pool

The existing outdoor pool in Veneta’s City Park was lifted out of the ground during a rainstorm while undergoing maintenance in the Fall of 2006. RSA completed a study for the city to determine the best alternatives to address this situation, and the selected concept included a new seasonal bathhouse, a 6-lane 25yd pool with provisions for a water slide, and small leisure pool. In early 2009, the city had secured enough funding (including insurance proceeds) to move ahead with the project.

The project was to be constructed on the same site, which due to the larger footprint would encroach on some of the open space in the park. The city chose to relocate a small playground area in order to maintain continued use of existing park activity areas and utilize the existing parking lot shared with a nearby Community Center. The project began construction in September 2009 and was completed on time in June of 2010.

In order to stretch the budget as far as possible the city authorized development of both additive and deductive alternates in the design including possible deletion of spa pool and the activity pool, bidding a Myrtha Pool system (first time we were paid to design for bidding) as an alternative to more conventional pool construction, and heavy pool slabs and helical piers to hold the pools in the ground. The pre-bid estimate was \$2,500,000 and three of the twelve bidders were below the estimate, though the city was slightly short of funds. The city chose to defer the spa pool and activity pool to future construction, but to configure the mechanical room and run piping and electrical to add them in the future, the Myrtha Pool proved to be about \$200,000 more for the lanes pool so was not accepted, and the city eventually deleted the over-design of the pool slab and helical piers, in favor of a simple underdrain system and monitoring well.

The community views the project as a complete success and the city has added the activity pool in 2018 (unfortunately at significantly higher cost due to recent market conditions).



A P P E N D I C E S

- a* **Section 8 Proposal Form**
- b* **Team Member Resumes**
- c* **Firm Resumes / Profile**



SECTION 8 – PROPOSAL FORM

REQUIRED RESPONSE DOCUMENTS

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:

(Place a check in front of the item indicating inclusion in your response)

- RESPONSE TO ALL EVALUATION CRITERIA listed in Section 3
- SECTION 8 – Proposal form
- Independent Contractor Certification

MWESB INFORMATION

The City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been State certified. MWESB certified? Yes___ No_ _. If yes, indicate which categories below:

Minority Owned___ Woman Owned___ Emerging Small Business___ Veteran Owned___

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or if no addenda were received: _____

OSBEELS / ORBAE No.(s)

Provide name(s), title(s), and certification number(s) for each Key Person listed under Section 3 (b).

Attach additional sheet if necessary.

Name: <u>Carl Sherwood, AIA</u>	Title: <u>Principal</u>	Certification No: <u>2415 (ORBAE)</u>
Name: <u>Scott Stolarczyk, AIA</u>	Title: <u>Project Manager</u>	Certification No: <u>4578 (ORBAE)</u>
Name: <u>Justin Caron, MBA</u>	Title: <u>Aquatic Principal</u>	Certification No: <u>N/A</u>
Name: _____	Title: _____	Certification No: _____
Name: _____	Title: _____	Certification No: _____
Name: _____	Title: _____	Certification No: _____

PROPOSER INFORMATION:

Robertson Sherwood Architects pc

Proposer Company Name

132 E Broadway, Suite 540, Eugene OR, 97401

Company Address (from which work will be performed)

(541) 342-8077

Telephone Number

(541) 345-4302

Fax Number

93-0743694

FEDERAL ID NUMBER

Printed Name of Person Signing RFP: **Carl Sherwood, AIA**

Title: **Principal / Corporate Secretary**

Signature:

Email Address: **csherwood@robertsonsherwood.com**

CERTIFICATIONS

Robertson Sherwood Architects pc is an Independent Contractor.

3.5 Termination for Default

Robertson Sherwood Architects has never had a contract terminated for default.

3.7.2 Terms and Conditions

Robertson Sherwood Architects agrees to be bound by the terms and conditions as set forth in the RFP and as they may have been modified or reserved by the Ashland Parks and Recreation Commission for negotiation.

6.2 Business License Required

Robertson Sherwood Architects will acquire a current City of Ashland business license prior to conducting any work under the contract.

6.3 Insurance Requirements

Robertson Sherwood Architects maintains current insurance policies with limits equal to or in excess of those required in the RFP. Certificates of insurance will be provided prior to commencing work under this contract.



CARL SHERWOOD, AIA

Principal-in-Charge

Carl Sherwood has served as principal-in-charge on all RSA projects involving aquatic and recreation facilities for the past 34 years. In this capacity, he has guided the efforts of RSA staff in serving the needs of numerous municipalities, special districts, and private groups to plan, design and build aquatic recreation facilities. Carl has visited and researched the design and operation of aquatic recreation facilities in the United States and Canada. This base of knowledge has been applied to aquatic and recreation related projects in the state of Oregon, both large and small, indoor and outdoor.

Over his 37 years in the profession, Carl has developed the skills and techniques necessary to effectively involve client groups, committees and the public directly in the design process. He believes that the design of the process itself is critical to assure effective participation and the building of support throughout the process.

EDUCATION

B.Arch. University of Oregon 1979

REGISTRATION

Registered Architect, Oregon #2415

PROFESSIONAL MEMBERSHIPS

Member, American Institute of Architects
Director/Secretary, Architectural
Foundation of Oregon 1993-1999
President, Lane Arts Council 1991-1993

PROFESSIONAL EXPERIENCE

RSA since 1978

New Aquatic and Recreation Facilities - Planning, Design, Construction

Boardman Recreation Center; Boardman, OR
Newport Aquatic Center Addition; Newport, OR
UO Student Recreation Center; Eugene, OR
Veneta Community Pool; Veneta, OR
Lively Park Swim Center; Springfield, OR
North Clackamas Aquatic Park; Milwaukie, OR
Astoria Aquatic Center; Astoria, OR
Dallas Aquatic Center; Dallas, OR
Hermiston Community Pool; Hermiston, OR
Mavericks at Sunriver; Sunriver, OR
Glaze Meadow Recreation Complex; Black Butte, OR

Renovated Aquatic and Recreation Facilities - Planning, Design, Construction

Echo Hollow Pool Expansion and Renovation; Eugene, OR
Amazon Pool Renovation; Eugene, OR
Willamalane Park Swim Center; Springfield, OR
La Grande Veterans' Memorial Pool; La Grande, OR
Mingus Park Pool Renovations; Coos Bay, OR
Lebanon Community Pool Improvements; Lebanon, OR
Silverton Community Pool Renovation; Silverton, OR
Hillsboro Leisure Aquatic Center; Hillsboro, OR

Planning and Conceptual Design for Aquatic and Recreation Facilities

Brookings Community Recreation Center; Brookings, OR
Mountain Park Recreation Center Master Plan; Lake Oswego, OR
Prineville Aquatic and Recreation Center; Prineville, OR
Sunriver Recreation Center Planning/Conceptual Design; Sunriver, OR



SCOTT STOLARCZYK, AIA, CDT, LEED AP BD+C

Associate

Scott graduated in 1997 from the University of Oregon with his Bachelor of Architecture. He worked for two years with a small firm in Galveston, Texas that focused on residential architecture and historic preservation. He has been with RSA since 1999 and has worked on a wide range of projects.

Scott is designated as the sustainability specialist in the office, providing feedback on all our projects on how to incorporate green principles in the office's work and providing a repository of knowledge on green solutions.

Scott has been actively involved in the local community to broaden the understanding of green building. He is one the first architects locally to become a LEED Accredited Professional and established the Eugene Branch of the Cascadia Region Green Building Council.

EDUCATION

Bachelor of Architecture, University of Oregon, 1997

REGISTRATION

Oregon #4578

PROFESSIONAL MEMBERSHIPS

American Institute of Architects
AIA Committee on the Environment

CERTIFICATIONS

LEED Accredited Professional (BD+C)
Construction Document Technician

PROFESSIONAL EXPERIENCE

RSA since 1999
David Watson, Architect 1997-1999

New Aquatic and Recreation Facilities - Planning, Design, Construction

Boardman Recreation Center; Boardman, OR
Newport Aquatic Center; Newport, OR
Veneta Community Pool; Veneta, OR
Hermiston Aquatic Center; Hermiston, OR
Dallas Aquatic Center; Dallas, OR

Renovated Aquatic and Recreation Facilities - Planning, Design, Construction

Echo Hollow Pool Expansion and Renovation; Eugene, OR

Planning and Conceptual Design for Aquatic or Recreation Facilities

Lake Oswego Recreation Center; Lake Oswego, OR
Brookings Community Recreation Center; Brookings, OR
PK Park, Master Planning and Phase 1; Eugene, OR
Bandon Dunes Resort Staff Village Housing; Bandon, Oregon



JUSTIN CARON, MBA

AQUATICS PROJECT PRINCIPAL

Justin has spent much of his life in and around pools. He was a six-time All American and two-time captain for Auburn University's swim team, which won four SEC titles and one national championship title while he was there. He has also coached at elite camps around the country and spends most of his free time now in the pool with his two young children. His unique combination of passion for swimming and technical knowledge enables him to relate to all members during the design process. Justin will serve as the aquatics primary contact and will also be available during the public outreach. In addition, Justin will allocate 25% to 10% of his time, depending on the specific phase of the project, to the Daniel Meyer Swimming Pool Replacement Project for the City of Ashland.

Education

Masters of Business Administration, Capella University, Minneapolis, Minnesota (2009)

Bachelor of Arts, Communications, Psychology, Auburn University (2003)

Professional Affiliations

California Parks & Recreation Society
 Certified Aquatic Facility Operator (AFO)
 College Swimming Coaches Association
 National Recreation & Park Association
 USA Swimming
 World Waterpark Association Innovation & Technology Committee

Speaking Experience

2019 Athletic Business – To Automate or Not To Automate?

2019 World Water Park Association – To Automate or Not To Automate?

2017 NIRSA Triventure – Truly Inclusive Aquatics

2017 Athletic Business Conference – Technological Innovations in Aquatics

Project Experience

Annie Wright School Indoor Pool, Tacoma, WA
 Bellevue Aquatic Center Study Update, Bellevue, WA
Boardman Recreation Center, Boardman, OR*
Echo Hollow Pool Replacement, Eugene, OR*
 Freeway Park Water Feature Improvements, Seattle, WA
 Green Hill School Pool, Chehalis, WA
 Johnstown Community Recreation Center, Johnstown, CO
 Lewis and Clark College Zehntbauer Pool Renovation, Portland, OR
 Moffett Place Recreation Center, Sunnyvale, CA
Newport Aquatic Center, Newport, OR*
 Obregon Park Pool, Los Angeles, CA
 Perris Valley Aquatic Center "DropZone", Perris, CA
 Puyallup Tribe of Indians Elder Center, Puyallup, WA
 Ray Williamson Pool Study, Bainbridge Island, WA
 Redmond Community Center Study, Redmond, WA
Sheldon Pool Improvements, Eugene, OR*
 Si View Aquatic Center Feasibility Study, North Bend, WA
 Southern Oregon University McNeal Renovation, Ashland, OR
 Southwestern College Aquatic Center, Chula Vista, CA
 St. Mary's Academy Competition Pool, Portland, OR
 The Riverside Hotel and Indoor Waterpark, Boise, ID
 Tualatin Hills HMT 50-Meter Pool Renovation, Beaverton, OR
University of Oregon Student Recreation Center, Eugene, OR*
 Waterfront Seattle Pool Barge, Seattle, WA
 West Hollywood Recreation Center, West Hollywood, CA
 William Shore Memorial Pool, Port Angeles, WA
 * In conjunction with Robertson Sherwood Architects.

ABOUT OUR FIRM



Robertson|Sherwood|Architects PC (RSA) was established in 1986 as a general architectural practice offering creative and comprehensive services to clients throughout Oregon. With our staff of professionals and a team of consultants we offer a range of services tailored to meet the unique challenges of each commission and the special needs of each client. We bring to our work an enthusiasm for personal service, dedicated management skills, and innovative, creative and practical design solutions.

As a regional firm specializing in public projects, we share with our clients a desire to create architecture that lifts the spirit and excels functionally while maintaining a thoughtful stewardship of the public trust. We keep abreast of evolving design and construction techniques, assuring that our work is both responsive and practical. We enjoy a strong reputation for the quality and comprehensiveness of our documents throughout the local construction industry. We have been recognized for our design excellence from the Southwestern Oregon Chapter of the American Institute of Architects and other organizations for our work.

We have maintained a stable flow of interesting commissions for many years; as a result, our staff has likewise been very stable. This stability and continuity has produced a mature and capable staff of 10 individuals, 7 of whom are registered architects. The result for our clients is service from experienced individuals who provide our principals with excellent technical and service support for our work. There is no substitute for experience.

We purposely limit the size of our office so that the principals, Jim Robertson, Carl Sherwood, and Randy Nishimura can have a direct involvement with each project. We have found that a firm of our size is easily capable of undertaking significant work while maintaining a level of personal service we feel our clients deserve.

CONTACT INFORMATION

www.robertsonsherwood.com

132 East Broadway - Suite 540
Eugene, Oregon 97401
Tel (541) 342-8077
Fax (541) 345-4302

ROBERTSON | SHERWOOD | ARCHITECTS STAFF:

Principals

James M. Robertson, FAIA, FCSI, CCS
Carl R. Sherwood, AIA
Randall Nishimura, AIA, CSI, CCS

Associates

Brian Hamilton, AIA, CCS, CCCA
Scott Stolarczyk, AIA, CDT, LEED BD+C

Professional Staff

Lana Sadler, AIA, LEED Green Associate
Becky Thomas, AIA
Andy Drake, Associate AIA
John Webster, AIA

Support Staff

Sherry Barrett, Office Manager





WHO WE ARE

Since 1984, **Aquatic Design Group** has worked with clients from around the globe to help bring their dreams to reality. This experience results in quality, efficient design solutions that lead to projects delivered on time and on budget. We have worked on projects of all shapes and sizes in 40 states and 25 countries around the world.

For more than 34 years, Aquatic Design Group has set the standard for quality design and consulting services within the aquatics industry. Our goal is to provide this service with dedication and commitment to the highest possible level of customer satisfaction, delivered in a professional manner by a team of talented individuals who love what they do.

Aquatic Design Group is focused on swimming pool and water feature architectural, structural, mechanical and electrical design services within the following market segments: parks and recreation, higher education, high schools, hospitality, health care, and anything else that might call for an aquatics specialist. We specialize in all types of water including: competition, recreation, leisure, therapy, and ornamental and natural water features.



PASSION

Plain and simple: we love what we do and we do it well. Our staff of 18 includes: a third generation pool designer; a former distributor of pool equipment and chemicals; an All-American swimmer; a pool contractor with more than 27 years' experience building pools; a second generation waterpark specialist; and others that love playing in the water with or without their families. We know what it takes to bring an aquatic facility to reality. Aquatic Design Group is a highly trained group of talented designers, project managers, technicians and administrative staff, all guided by a passion for aquatic facilities and those who experience them.





Suncadia Resort Core, Roslyn, WA



University of Oregon Student Recreation Center, Eugene, OR



East Oakland Sports Center, Oakland, CA



North Valley Splash Park, Washoe County, NV

AWARDED FOR WHAT WE LOVE TO DO

Aquatic Design Group is the recipient of numerous local and national design awards, including these recent and relevant honors:



- 2017 Innovative Design of the Year, City of Palmdale, McAdam Park Pool Rehabilitation, Palmdale, California
- 2016 Architecture Citation Award and Social Responsibility Commendation Design Award, AIA San Francisco, Don Fisher Clubhouse, San Francisco, California
- 2016 Elmer H. Anderson Park Excellence Award, Nevada Recreation and Parks Society, North Valley Splash Park, Washoe County, Nevada
- 2015 American Public Works Association Project of the Year, the San Diego & Imperial Counties Chapter, CAC Waterfront Park, San Diego, California
- 2015 American Public Works Association Project of the Year, the San Diego & Imperial Counties Chapter, Dolores Magdeleno Memorial Pool, San Diego, California
- 2014 American Public Works Association Public Works Project of the Year, the San Diego & Imperial Counties Chapter, Alga Norte Community Park, Carlsbad, California
- 2014 Architectural Showcase, Splash Swim School, Walnut Creek, California
- 2013 Award of Merit, ENR California, LEGOLAND Hotel, Carlsbad, California
- 2012 Dream Designs Award, Aquatics International-Wounded Warrior Headquarter & Hope and Care Center (P-060), Oceanside, California
- 2012 Architectural Showcase, Athletic Business Magazine, California State University Northridge Student Recreation Center, Northridge, California
- 2012 Dream Designs Award, Aquatics International-The Cove Waterpark- Jurupa Aquatic Center, Jurupa Valley, California
- 2011 AIA Award for BIM Excellence, Honorable Mention-Wounded Warrior Headquarter & Hope and Care Center (P-060), Oceanside, California



Firm Profile:

Cameron McCarthy of Eugene, Oregon is a twenty-one (21) member firm practicing landscape architecture, planning, and urban design with over 200 years of combined professional practice serving both public and private clients in the states of Oregon, Washington, California, and Idaho. Cameron McCarthy is a partnership owned by Larry Gilbert, Matt Scheibe, Matt Koehler, and Colin McArthur.

Cameron McCarthy works in concert with other design professionals to help people develop, preserve, and improve high quality relationships with their environments. Members of the firm have all developed a keen appreciation for the natural and cultural systems in our project environments, and we are committed to developing a sense of comfort, order, and aesthetic quality in the places with which we become involved.

Nine of our members are licensed landscape architects (ASLA), one is a certified planner (AICP), one is a certified arborist, and two are LEED accredited professionals (LEED AP).

Representative Projects:

Pools:

UO Student Recreation Center Renovation and Remodel (RSA)
Echo Hollow Community Aquatics, Eugene, OR (RSA)
Black Butte Ranch Glaze Meadow Pool, Sisters, OR (RSA)
Nehalem Aquatic Center (RSA)
Hermiston Aquatic Center

Ashland:

Calle Guanajuato
Downtown Ashland streetscapes
North Mountain Park
Black Swan Plaza

Southern Oregon:

Southern Oregon University Track and Turf
Bartlett Woonerf – Medford Urban Renewal District
Redwood + Lincoln Elementary Schools, Grants Pass, OR

RSA projects:

Civic Park
UO Museum of Natural History
Roseburg VA Protective Care Unit





“Timely Solutions Based On Timeless Principles”

Hohbach-Lewin, Inc. is a structural engineering consulting firm located in Eugene, Oregon with a main office in Palo Alto, California and branch offices in San Francisco and Pasadena. Hohbach-Lewin, with a total staff of over 70 including 35 licensed engineers, provides design, analysis, and evaluation services to architects, contractors, municipalities, universities, school districts and clients within the private sector. In their twentieth year of operation, the firm has annual revenues of approximately \$12 million.

Hohbach-Lewin has been established on the principle that the best solution is the one that most fully incorporates the client's specific needs. At Hohbach-Lewin, we are proud of our ability to creatively apply the appropriate level of technology in a responsive and timely manner.

As a firm with multiple offices, the Eugene office of Hohbach-Lewin offers its clients the resources, experience, quality assurance, and adherence to project schedules and budgets expected of a larger firm while still providing a level of responsiveness and teamwork of a smaller office. Hohbach-Lewin uses a hands-on approach, with each project receiving the benefit of the direct involvement and participation of the engineer of record.

Hohbach-Lewin offers a “hands on” approach; all our projects receive the benefit of direct involvement and participation of the structural engineer of record. Our dedication to the craft of structural engineering is reflected in the work product we produce.

Our reputation with our past clients for providing superior technical solutions in a timely manner is our most valued asset and the foundation upon which our practice is built.



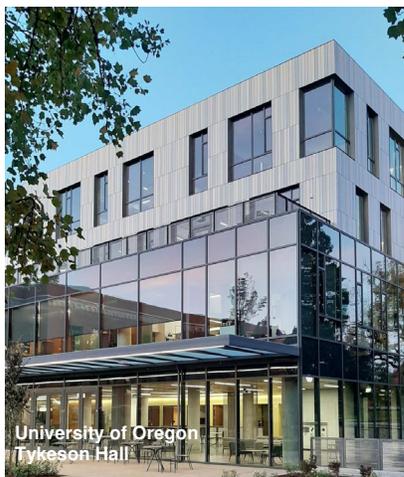
Glazed Meadow Recreation Center



CLPUD Northern Operations



Waldport High School, Waldport, OR



University of Oregon Tykeson Hall

Notable Projects:

- BLACK BUTTE – Glaze Meadows Recreation Center, Sisters, Oregon
- Inn at the 5th Hotel, Eugene, Oregon
- UNIVERSITY OF OREGON Tykeson Hall
- INKWELL Office Building, Eugene, Oregon
- 4J SCHOOL DISTRICT New Campus Howard Elementary School River Road/ El Camino del Rio Elementary Bertha Holt Elementary School Cesar Chavez Elementary School
- LINCOLN COUNTY SCHOOL DISTRICT Waldport High School – New Campus Oceanlake E.S. – New Campus Toledo Elementary School – New Campus Toledo 7-12 School Additions & Renovations Sam Case E.S. Additions and Renovations Taft E.S. Additions and Renovations
- CENTRAL LINCOLN Public Utility District's Northern Operations Center, Newport, OR
- EWEB-Eugene Water & Electric Board Roosevelt Operations Center
- Eugene Airport – Aircraft Rescue and Fire Fighting Building
- CITY OF ROSEBURG Roseburg Public Safety Center



EWEB Roosevelt Operations Center Eugene, OR



Inkwell Office Building



SYSTEMS WEST ENGINEERS

MECHANICAL | ELECTRICAL | COMMISSIONING



FIRM PROFILE

Founded in 1988, Systems West Engineers has been a leading mechanical and electrical engineering provider in Oregon for 30 years. Based in Springfield, Oregon, our team of 37 engineers, designers, technicians, and administrative staff have established a reputation for exceptional technical capabilities, innovation in energy efficiency and sustainability, and a total commitment to each project.

AQUATICS EXPERIENCE

Systems West provides complete mechanical and electrical engineering and commissioning services for natatorium and recreation center designs, including heating, ventilating, and air conditioning systems; central boiler plants serving both HVAC and pool heating; plumbing and storm sewer systems within the building; electrical power distribution; lighting; and data and telecommunications. Systems are designed to be long-lasting, maintainable, and easy to use, with an emphasis on sustainability.

RELEVANT PROJECT EXPERIENCE

Systems West Engineers has performed services on nearly 200 pool/aquatic projects, including being part of the design team headed by Robertson Sherwood Architects on over 30 natatorium and recreation facilities including performing an evaluation for the Daniel Meyer Pool. Our design practices have been refined over years of collaboration including practical energy conservation and recovery system designs meeting LEED criteria.



Thank You



January 31, 2020

City of Ashland Parks and Recreation Commission
340 South Pioneer Street
Ashland, Oregon 97520

Attention: Michael Black, Ashland Parks and Recreation Director

Re: Daniel Meyer Swimming Pool Replacement – **Fee Proposal**

Dear Michael:

Robertson/Sherwood/Architects pc is pleased to submit this fee proposal to provide planning and design services for the proposed Daniel Meyer Swimming Pool Replacement – Project #000706. Based on Section 3.1 Project Approach outlined in our response to the Request for Proposals (RFP) dated January 13, 2020 we propose to provide our services organized in the four primary phases stated therein:

Schematic Design

The essential goal of this phase will be to refine and validate the concept that has been defined by the RFP and Site Plan and assure that all project requirements are identified, including schedule and budget. This phase will also include preliminary evaluation of the existing bathhouse for required building code and State of Oregon Health Division Rules pertaining to pool design and construction. If needed, we will provide a fee for additional services related to the design and documentation for added scope related to bathhouse improvements.

Design Development/Construction Documents

Given the relatively short schedule and pool-focused scope of the proposed project we will combine these two traditional phases into one. This phase will culminate with bidding and construction documents for the pools, pool systems, site work and related construction in pool mechanical room. By amendment, our services may be modified to include design and documentation for any work added to the scope of the project to bring the existing bathhouse into compliance building code and State of Oregon Health Division Rules pertaining to pool design and construction as identified during Schematic Design.

Bidding

We will assist the City in the preparation of the bidding documents, pre-bid conference, review of substitutions, and preparation of addenda. We will attend the bid opening, assist the city with review of the required pre-contract submittals, and with preparation of the Owner Contractor agreement as needed.

Construction Period Services

Services during construction will include up to six on-site Owner/Architect/Contractor (OAC) meetings to review the progress of the work and compliance with the construction documents, review of all submittals, coordination and processing of changes in the work, review of the Contractor's Application(s) for Payment, and Substantial Completion and Final Inspections.



City of Ashland Parks and Recreation Commission

Attn: Michael Black, Ashland Parks and Recreation Director

Re: Daniel Meyer Swimming Pool Replacement – **Fee Proposal**

January 31, 2020

We will provide all services in close coordination with designated City of Ashland personnel through the planning, design and construction phases for the pool replacement as noted above. We will coordinate the efforts of our entire design team, utilizing their services to the most effective benefit of the project. Accordingly, we propose to provide services for this project on a lump sum basis for a fee of \$151,630.00, excluding reimbursable expenses. We anticipate expenses will not exceed \$ 9,500.00 and they are primarily travel and lodging costs related to the work of Aquatic Design Group (\$8,100). This fee is summarized as follows:

Robertson Sherwood Architects pc	\$ 41,720
Aquatic Design Group	\$ 81,410
Cameron McCarthy Landscape Architects	\$ 9,000
Civil Engineer (TBD – allowance)	\$ 12,000
Construction Focus – Cost Estimating	\$ <u>7,500</u>
Lump-Sum Fee	\$ 151,630
Reimbursable Expenses	\$ 9,500

We noted in the RFP that the expected Project Completion is May 10, 2020 and suspect that may be intended for all services prior to bidding and would not include the construction period. Given the current date, an initial discussion point will be the preferred construction period – most likely beginning early summer (losing a summer season) or early fall (to begin after this summer, and open before next summer). Each has program and construction implications to be discussed.

Bathroom Scope

As stated in our proposal response, if, in the preliminary evaluation conducted in during Schematic Design determine that any modifications for the bathroom are required the project budget and schedule may require adjustment, and we are prepared to adjust the scope of services to meet those needs should they arise. Such services would include architectural design, as well as possible mechanical, plumbing and electrical engineering.

We are prepared to begin scheduling our work on this project immediately and would hope to schedule our initial meeting within the next two weeks. As always and if needed, we are prepared to adjust the scope of services to meet your needs and expectations.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Carl Sherwood, AIA
Corporate Secretary

Encl: Schedule of Charges





Memorandum

Schedule of Charges

January 2020

Professional Services:

<i>Partner</i>	\$ 165.00 / Hour
<i>Principal Architect</i>	\$ 155.00 / Hour
<i>Associate Architect</i>	\$ 140.00 / Hour
<i>Staff Architect II</i>	\$ 130.00 / Hour
<i>Staff Architect I</i>	\$ 120.00 / Hour
<i>Intern, Level II</i>	\$ 110.00 / Hour
<i>Intern, Level I</i>	\$ 100.00 / Hour
<i>Administrative Assistant</i>	\$ 70.00 / Hour

Professional Services By Consultants:

For services of outside consultants, charges will be made at actual invoice amount plus an overhead expense of 5 percent.

Reimbursable Expenses:

The following expenses are considered reimbursable and will be charged at the rates listed.

<i>Commercial Printing</i>	<i>Actual Cost</i>
<i>Commercial Travel</i>	<i>Actual Cost</i>
<i>Facsimile Charges</i>	\$.20 per page
<i>Meals and Lodging</i>	<i>Actual Cost</i>
<i>Mileage</i>	<i>Federal IRS Rate</i>
<i>Office Copying (8-1/2 x 11-inch, B&W)</i>	\$.10 per page
<i>Office Printing (8-1/2 x 11-inch, Color)</i>	\$.65 per page
<i>Office Printing (11 x 17-inch, B&W)</i>	\$.20 per page
<i>Office Printing (11 x 17-inch, Color)</i>	\$ 1.30 per page
<i>Office Printing (24 x 36-inch, B&W)</i>	\$ 1.80 per sheet
<i>Office Printing (24 x 36-inch, Color)</i>	\$ 2.50 per sheet
<i>Office Printing (30 x 42-inch, B&W)</i>	\$ 2.00 per sheet
<i>Office Printing (30 x 42-inch, Color)</i>	\$ 3.50 per sheet
<i>CD/DVD</i>	\$ 5.00 per disk
<i>Postage & Shipping</i>	<i>Actual Cost</i>

Terms:

Payments are considered due within thirty calendar days of the invoice date. A late charge of one-point five percent (1.5%) compounded monthly will be assessed against any unpaid balance, effective thirty-one days after invoice date.

PERSONAL SERVICES AGREEMENT (GREATER THAN \$25,000.00)



20 East Main Street
Ashland, Oregon 97520
Telephone: 541/488-5587
Fax: 541/488-6006

CONSULTANT: Robertson Sherwood, Architects P.C.

CONSULTANT'S CONTACT: Carl Sherwood, AIA

ADDRESS: 132 E. Broadway. STE 540
Eugene, OR 97401

TELEPHONE: (541) 342-8077

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and Robertson Sherwood, Architects P.C., a domestic business corporation ("hereinafter "Consultant"), for design services for the new proposed Daniel Meyer Swimming pool as outlined in section 3.1 project approach in the Request for Proposals (RFP) dated January 13, 2020 and the fee proposal dated January 31, 2020.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than February 28, 2021.
- 2. Scope of Work:** Consultant will provide schematic design, design development and construction documents, assist in the bidding preparation, construction period services as more fully set forth in the Consultant's outlined in section 3.1 project approach in the Request for Proposals (RFP) dated January 13, 2020 and the fee proposal dated January 31, 2020. For the Daniel Meyer Swimming Pool replacement project, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to in this Agreement as the "Work."
- 3. Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.

4. **All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.
5. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
6. **Compensation:** City shall pay Consultant the sum of **\$161,130.00 (one hundred sixty-one thousand and one hundred thirty dollars lump sum)** as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **\$161,130.00 (one hundred sixty-one thousand and one hundred thirty dollars lump sum)** without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.
7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$21,507.75 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused

solely by the negligence of City.

11. Termination:

- a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
- b. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
 - i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities

under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

12. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.
13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.
14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.
15. **Insurance.** Consultant shall, at its own expense, maintain the following insurance:
 - a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000 (two million dollars)** per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the Work to be provided under this Agreement.
 - c. General Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000 (two million dollars)** per occurrence for Bodily Injury, Death, and Property Damage.
 - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than **\$1,000,000 (one million dollars)** for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.
 - f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any

insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. Nondiscrimination: Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

17. Consultant's Compliance With Tax Laws:

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

18. Notice. Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return

receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:

Ashland Parks and Recreation Commission
Attn: Michael Black
340 S. Pioneer Street
Ashland, Oregon 97520

With a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

If to Consultant:

Robertson Sherwood, Architects P.C.
Attn: Carl Sherwood
132 E. Broadway, Ste. 540
Eugene, OR 97401

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
21. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
22. **THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER,**

CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

23. **Certification.** Consultant shall sign the certification attached hereto as “Exhibit C” and incorporated herein by this reference.

CITY OF ASHLAND:

Robertson Sherwood, Architectss P.C. :

By: _____
City Administrator

By: _____
Signature

Printed Name

Printed Name

Date

Title

Date

Purchase Order No. _____

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

Assistant City Attorney

Date

EXHIBIT B

CITY OF ASHLAND, OREGON

City of Ashland

LIVING

WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$15.39 per hour, effective **June 30, 2019.**

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$21,507.75** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$21,507.75.**

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

**CITY OF
ASHLAND**

EXHIBIT C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- _____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Consultant's signature

Date