

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 12

Date: August 10, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Lori Vereker, Director of Utilities

SUBJECT: Architectural Design of the HARRF Expansion Phase III Administration Building

RECOMMENDATION:

It is requested that the City Council:

1. Adopt Resolution No. 2011-108 authorizing the Mayor and City Clerk to execute an Agreement with HB&A Architects, Inc., of Escondido, California, for the Architectural Design of the HARRF Phase III Administration Building, in the amount of \$372,650.
2. Approve a budget adjustment in the amount of \$450,000.

FISCAL ANALYSIS:

Sufficient funds are located in CIP 801706 HARRF Upgrades for the design effort.

BACKGROUND:

This project will design an additional Administration Building at the Hale Avenue Facility which will replace the existing operations building constructed in 1973 located adjacent to the primary clarifiers. Additionally, the new building will house the Wastewater Collections staff currently located in temporary buildings at the City yard as part of the closure of the Public Works Yard.

On May 2, 2011, requests for proposals were electronically mailed to six architectural firms. Five proposals were received on May 25, 2011, and evaluated by staff.

It was determined that the proposal from HB&A Architects, Inc. best fit the needs of the City. Consideration was given to completeness, cost, design concept compatibility with existing facilities, and location of the Consultant's offices.

Respectfully submitted



Lori Vereker,
Director of Utilities.



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: July 20, 2011
Department: Utilities - Wastewater
Division: Capital Projects
Project/Budget Manager: Craig Whittemore 4038
Name Extension
Council Date (if applicable): August 10, 2011
(attach copy of staff report)

For Finance Use Only

Log # _____
Fiscal Year _____
_____ Budget Balances
_____ General Fund Accts
_____ Revenue
_____ Interfund Transfers
_____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
<i>Em</i> HARRF Phase III Admin Bldg	557-NEW	\$450,000	
HARRF Upgrades	557-801706		\$450,000

Explanation of Request:

To fund the design of the HARRF Expansion Phase III Administration Building.

APPROVALS

[Signature] 7/25/11 _____
Department Head Date City Manager Date
[Signature] 8/1/11 _____
Finance Date City Clerk Date

Distribution (after approval):

Original: Finance

RESOLUTION NO. 2011-108

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE, ON BEHALF OF THE
CITY, A CONSULTING AGREEMENT FOR
DESIGN PROFESSIONALS WITH HB&A
ARCHITECTS, INC. FOR THE DESIGN OF
THE HALE AVENUE RESOURCE
RECOVERY FACILITY, PHASE III
ADMINISTRATION BUILDING

WHEREAS, the City desires to have construction drawings and specifications prepared for the Hale Avenue Resource Recovery Facility, Phase III Administration Building; and

WHEREAS, HB&A Architects, Inc. of Escondido has the personnel and expertise to perform the required design services; and

WHEREAS, City of Escondido staff have completed negotiations with HB&A Architects, Inc. for design services and the Director of Utilities recommends that the Consulting Agreement ("Agreement") be approved; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$372,650.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with HB&A Architects, Inc. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

(ONLY for licensed architects, landscape architects, professional engineers, and professional land surveyors who are performing design services for the City)

This Agreement is made this _____ day of August, 2011.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Craig Whittemore
760-839-4038
("CITY")

And: HB&A Architects, Inc.
240 N. Market Place
Escondido, CA 92029
Attn: Mark Baker
760-738-8608 ext. #201
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to design and engineer a new 3 story, approximately 16,000 sq. ft. administrative office building to be located at the existing city facilities on 1521 Hale Avenue in Escondido, CA; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$372,650.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
- 3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own costs, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney:
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

- (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
 - a. Any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement, excepting only those claims resulting from the sole negligence, active negligence or intentional misconduct of CITY, its employees, officials, or agents, not including CONSULTANT;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.

15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.
23. E-Verify Participation. CONSULTANT agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within thirty (30) days of the execution of this Agreement to confirm employment eligibility of all of CONSULTANT'S potential new hires. CONSULTANT agrees and understands that E-Verify enrollment requires CONSULTANT to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by CONSULTANT is grounds for DHS' termination of CONSULTANT'S participation in the E-Verify program. Any such termination by DHS shall constitute grounds for City's immediate termination of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Marsha Whalen
City Clerk

Date: _____

(Contractor signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.



July 15, 2011

"ATTACHMENT A"

Mr. Craig Whittemore
Deputy Director of Utilities
Construction and Engineering
1521 South Hale Avenue, Escondido, CA 92029

PROPOSAL TO PROVIDE PROFESSIONAL SERVICES TO COMPLETE AN ADMINISTRATION FACILITY FOR THE UTILITIES DEPARTMENT ON 1521 HALE AVENUE IN THE CITY OF ESCONDIDO CA

We, HB&A Architects Inc. (CONSULTANT), hereby submit this proposal dated July 15, 2011 to the City of Escondido (CLIENT) and Mr. Craig Whittemore (CLIENT REPRESENTATIVE) to provide professional services required for the preliminary meetings, re-zone, design development and construction documents for a new administrative office building. This proposal includes civil engineering, mechanical engineering, electrical engineering, structural engineering, landscape architecture, fire sprinkler design and acoustical study.

FEES: Base Contract Architectural Services

CONSULTANT'S fixed fee for the services detailed in this proposal for the Architectural/Engineering phase shall be based on the program provided by the owner listed in the RFP dated May 2, 2011 and the preliminary site plan developed by HB&A. **Should the scope of work substantially change, renegotiation of the fee shall occur accordingly.** Upon completion and acceptance by the CLIENT of A/E phases, payments shall not exceed the amounts listed below without written approval by both parties.

Re-zone Phase

\$31,850.00

Develop documents necessary for the review and process of a rezone application thru the City of Escondido.

Architectural Design to include:

- Architectural Site Plan
- Preliminary Floor Plans
- Building Sections (and site sections as necessary
to show relative heights to adjacent neighbors)
- Colored Elevations
- Finish Material Board
- All Staff Meetings
- Design Review Meetings

Civil Engineering to include:

- Topographic Survey
- Preliminary Grading Plan
- Preliminary Erosion Control Plan

Landscape Design

- Preliminary Planting Plan
- Preliminary Irrigation Plan

Construction Documents (CDs) Phase

\$268,400.00

Develop construction documents for a new 16,000 square foot, 3 story office building. Remodel of the existing office building as outlined in the RFP program shall be included also. Building design shall include cost effective, energy efficient (green) features.

Architectural Design to include:

Architectural Site Plan
Floor Plans
Roof Plans
Ceiling Plans
Exterior Elevations
Interior Elevations
Building Sections
Construction Details
Door, Window & Finish Schedules
Construction Specifications
Acoustical study
Cost estimate

Civil Engineering to include:

Grading Plan
Erosion Control Plan
Construction Details
Water Quality Management Plan
Drainage Report

Landscape Design to include:

Planting Plan
Irrigation Plan
Planting Details
Irrigation Details

Structural Engineering to include:

Foundation Plan
Framing Plans
Structural Details
Building and wall sections

Mechanical Engineering to include:

HVAC Plans
Plumbing Plans
HVAC and Plumbing Details
Fixture Schedules
Title 24 energy analysis (required)

Electrical Engineering to include:

Power and Lighting Plans
Voice and Data Plans
Fire Alarm Plans

Fire Sprinkler Design to include:

Sprinkler Floor Plans
Fire sprinkler details

Construction Administration Phase

(Time and Rate Not to Exceed) \$37,400.00

All consultant disciplines shall be involved in the review of the project during construction.
This could include:

Attending on-site construction meetings (Up to 12 as requested by the CLIENT)
Review contractor requests for information (RFI's) and provide clarification drawings as necessary
Review submittals
Walk project for final punch lists

Additional Services

The CLIENT reserves the right to initiate additional services by written request and they shall be billed at an agreed upon fixed fee or at the consultant's hourly rates per the attached rate sheet. The total amount of these services shall not exceed \$35,000.00. Additional services could include:

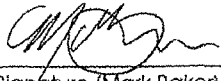
- Reimbursement expenses (see list attached) shall be invoiced at cost times a multiple of 1.15 not to exceed \$5,000.00 unless specifically authorized in writing by the CLIENT.
- Renderings, Photo Simulations or Models
- Title Report (Estimate = \$1,500.00)
- Environmental studies beyond those provided by HB&A's civil engineer as outlined above
- Revise existing HVAC at Labs (Estimate = \$5,000.00)
- Interior (modular furniture) Design = (Estimate = \$6,000.00)
- Site Security (Estimate = \$6,000.00)
- Permit processing beyond back checking
- Agency fees are not included in this proposal

Payment Schedule

Payments shall be billed monthly (on the 15th with net 30 days terms) based on approved progress of work and shall not exceed the phase amount listed above unless approved by the CLIENT.

GENERAL:

This proposal shall be valid for a period of 60-days from the date of this proposal and it is understood and agreed that this proposal shall form a part of the agreement between the CONSULTANT and the CLIENT. The proposal shall be attached as "Attachment A"

 7.15.11
Signature (Mark Baker) Date

Principal
Title

HB&A Architects, Inc.
Company Name



Personnel Hourly Rates

Principal/Officer	\$ 250.00
Principal/Project Manager	\$ 150.00
Construction Manager/Administrator	\$ 150.00
Senior Project Architect	\$ 125.00
Senior Designer	\$ 125.00
Architect/Designer	\$ 150.00

Senior Interior Designer	\$ 100.00
Interior Designer	\$ 70.00

Mechanical Engineer Principal	\$ 100.00
Mechanical Engineer	\$ 90.00
Mechanical Designer	\$ 90.00

Electrical Engineer Principal	\$ 100.00
Electrical Engineer	\$ 90.00
Electrical Designer	\$ 90.00

Senior CAD Operator	\$ 95.00
CAD Draftsman/Operator	\$ 65.00

Clerical	\$ 50.00
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Master Planning/Site Design Principal	\$ 150.00
Senior Landscape Architect/Planner	\$ 100.00
Landscape Architect/Planner	\$ 100.00
Technical Support	\$ 60.00

Senior Cost Estimator	\$ 100.00
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Structural/Civil Principal	\$ 150.00
Structural/Civil Engineer	\$ 100.00
Structural/Civil Designer	\$ 100.00
Structural/Civil Draftsman	\$ 100.00
Surveying Crew	\$ 120.00

Reimbursable Items

Printing	Direct Cost + 15%
Mileage (IRS approved amount) currently	\$ 0.485 per mile
Delivery Service	Direct Cost + 15%
Long Distance Phone/FAX, Postage, Phone	Direct Cost + 15%
Travel Expenses-Air/Auto/Meals	Direct Cost
Consultants	Direct Cost + 15%

Fee rate as of 01.01.11