

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. 2004-_____

File No. _____

Ord No. 2004-_____

Agenda Item No.: 4

Date: August 24, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Michael Lowry, Fire Chief

SUBJECT: Agreement between the City of Escondido and Jeff Katz Architecture for Architectural Services for Fire Station #4

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2011-117 authorizing the Mayor and City Clerk to execute a contract with Jeff Katz Architecture for \$200,000 (the "Agreement") for the reconstruction of Fire Station #4 (the "Project"). The components of the Agreement include the remainder of the design development phase, completion of construction documents, bid evaluation and construction administration services.

FISCAL ANALYSIS:

The Fire Station #4 Reconstruction Project in the General Capital Fund is sufficient to cover the cost of this agreement.

PREVIOUS ACTION:

On July 21, 2010, Council was presented with four options ranging from the remediation of mold in the current station to fully demolishing the current station and replacing it with a new station. After evaluating the four options, Council authorized the Fire Chief to hire an architect to prepare a schematic design, cost estimate and a financing plan for the fire station's remodel.

On March 9, 2011, Council was presented with a schematic design, cost estimate and proposed financing plan for the Project. Council approved the schematic design and the financing plan with the exception of using \$296,604 from the Economic Uncertainty Reserves. At that time, Council approved staff to enter into an agreement with Jeff Katz Architecture to begin the Request for Proposal (RFP) process for a general contractor. Due to the amount of this contract, Council is required to authorize the Agreement by resolution.

BACKGROUND:

In early May, 2010, mold was discovered in Fire Station #4 after Fire personnel working in Fire Station #4 reported medical issues. On May 10, 2010, H2 Environmental Consulting Services Inc. conducted a mold assessment of the facility. On May 12, 2010, the test results came back positive for extensive mold throughout the fire station. For the health and safety of Fire Department personnel, Fire Station #4 was closed. The mold has since been remediated and the building has been certified to be re-occupied so that the remodel and/or reconstruction work can begin. The existing station will remain unoccupied until the remodel and/or reconstruction work is complete.

Since March 2011, City staff, in conjunction with Jeff Katz Architecture, has been working on the station plans, pre-qualification packet, and the RFP. The pre-qualification process, which recently closed, obtained seven "qualified" general contractors. The RFP was sent to the seven general contractors to bid on the Project. In early October, City staff anticipates bringing to Council the selected general contractor to award the contract for the Project.

Jeff Katz, from the Jeff Katz Architecture firm, was the principal architect for the design of Fire Station #1 in Escondido and has been involved with the remodel of Vista's Fire Station #1 as well as other local agency fire stations. The Fire Department recommends entering into the Agreement with Jeff Katz Architecture based on Mr. Katz's experience with fire station design and his pre-existing working relationship with Escondido.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Michael Lowry', with a stylized flourish at the end.

Michael Lowry,
Fire Chief

RESOLUTION NO. 2011-117

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, AN AGREEMENT FOR
ARCHITECTURAL SERVICES WITH JEFF
KATZ ARCHITECTURE FOR THE REMODEL
OF FIRE STATION #4

WHEREAS, in May of 2010, severe mold was discovered throughout Fire Station #4; and

WHEREAS, in July of 2010, City Council authorized the Fire Chief to hire an architect to prepare a schematic design, cost estimate and financing plan ("Preliminary Design Phase") the remodel of Fire Station #4 ("the Project"); and

WHEREAS, the Fire Department selected and contracted with Jeff Katz Architecture to prepare the Preliminary Design Phase of the Project; and

WHEREAS, the Fire Department is now ready to proceed with remainder of the design development phase, completion of construction documents, bid evaluation and construction administration services ("Secondary Design Phase"); and

WHEREAS, the Fire Department desires to maintain continuity between the Preliminary and Secondary Design Phases by again contracting with Jeff Katz Architecture to complete the remaining Secondary Design Phase of the Project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Agreement for Services with Jeff Katz Architecture ("Agreement) for the Secondary Design Phase for \$200,000.

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 authorized to execute on behalf of the City, the Agreement with Jeff Katz Architecture. A copy of the Agreement is attached as Exhibit "1" and 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 July, 2011.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Michael Lowry
760-839-5401
("CITY")

And: JEFF KATZ ARCHITECTURE
6353 Del Cerro Boulevard
San Diego, CA 92120
Attn: Jeff Katz
619-698-9177
("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 complete all remaining architectural design phases necessary for the remodel of Fire Station No. 4. CONSULTANT shall furnish all of the services described in "Attachment A", which is incorporated herein by this reference.
- 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".
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in a sum not to exceed \$200,000.00. 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: _____

Jeff Katz, AIA
Principal

(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.



June 21, 2010

Russell Knowles
City of Escondido Fire Department
1163 N Center City Parkway
Escondido, California 92025

RE: **Architectural Services - Escondido Fire Station No. 4**
Proposed Scope of Work and Fee Proposal

Dear Russ:

I am pleased to offer the following proposal for the design and construction documents for the proposed remodel to Station No. 4. This proposal is based on your requirements for Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration services.

I have based this proposal on the preliminary requirement to design the Fire Station modifications with an assumed construction budget of \$2,000,000.

Please note that this proposal is based on the scope of services that we believe is necessary to successfully complete this project. If there are scope items that are not included, or that are not necessary, we would be pleased to adjust the scope and fee to meet your needs.

We are proposing to offer the following scope of services:

SCHEMATIC DESIGN

- Develop Preliminary Building Floor Plans and Building Elevations.
- Coordinate with Owner's Geotechnical Engineer for recommendations for grading, foundation design, retaining walls and site paving.
- Prepare conceptual site drawings indicating placement of structures and amenities on site. This will include the following:
 - building site orientation, site ingress and egress, and miscellaneous site information.
 - Prepare preliminary grading and drainage plans.
- Prepare preliminary landscape and hardscape plans.

6353 Del Cerro Boulevard, San Diego, CA 92120
www.jeffkatzarchitecture.com

City of Escondido Fire Station 4 Proposal
June 21, 2010
Page 2

- Develop preliminary Cost Estimates based upon building systems. The estimates prepared at this phase will be generally square foot cost estimates for the various building components, and will include a design development contingency (to allow for potential increases as the design is refined further in the later stages of the project).
- Make required submissions to City for Concept Plan review and approval. Drawings required for this submittal would include:
 - Site Plan
 - Schematic Floor Plan
 - Preliminary Grading Plan
 - Preliminary Utility Plan
 - Schematic Building Elevations
 - Conceptual Landscape Plans
 - Exterior Color and Material Sample Boards
 - A colored rendering of the station

These drawings will include color and material callouts, as well as a colored building elevation drawing. No models are included in this submittal.

- Make required presentations to various agency review organizations to review proposed design.
- Make presentation to City Council to describe project design and budget.
- Make required modifications to Schematic Design to obtain Schematic Design approval.
- After obtaining written approval of Schematic Design we will proceed into Design Development.
- For the Schematic Design Phase we have included semi-weekly team coordination meetings in addition to the presentations listed above.

DESIGN DEVELOPMENT PHASE

- Refine design of Floor Plan, Building Elevations and Site Plan.
- Develop structural system consistent with design concept.

City of Escondido Fire Station 4 Proposal
June 21, 2010
Page 3

- Develop building mechanical, plumbing and electrical systems consistent with design concept.
- Coordinate with Owner systems for phone/data/cable and station alerting requirements.
- Prepare preliminary Interior Elevations, Building Sections, Reflected Ceiling Plan and Roof Plan.
- Prepare preliminary interior material and color boards for review and selection.
- Prepare Storm Water Management Report in accordance with City requirements.
- Prepare preliminary line item Construction Cost Estimate based on actual building components. This estimate will be more detailed than the systems estimate prepared during schematic design.
- Make required submittal to Fire Department for Design Development Review.
- After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Construction Documents.
- For the Design Development Phase we have included semi-weekly team coordination meetings.

CONSTRUCTION DOCUMENTS PHASE

- Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required architectural, structural, mechanical, plumbing, electrical, and landscape design. It is assumed for this proposal that the City will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 65%, 90% and 100% and will include plans, specifications and cost estimate.
- Construction Documents will incorporate Geotechnical requirements and recommendations for soils preparation, foundation and paving design.
- Submit plans to local utility companies for review and approval. (Note: any required Utility Company fees are not included).

City of Escondido Fire Station 4 Proposal
June 21, 2010
Page 4

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

BIDDING PHASE

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

CONSTRUCTION ADMINISTRATION PHASE

Construction contract administration services are based on a eight month construction period, from Authorization to Proceed through Punchlist Inspection. Should the project be completed more quickly the services provided will be re-evaluated. The following services will be provided:

- Attend Pre-Construction conference.
- Review and approve or take other appropriate action upon Contractor's submittals and shop drawings as required by contract documents.
- Interpret contract documents (including all subconsultant disciplines) for proper execution and progress of construction, including responding to contractor's requests for information and clarification, and issuing ASI's (Architect's Supplemental Instructions).

- Make one scheduled site visit every week during the course of construction (total of 32) to observe the project, and prepare site visit report (meeting minutes). Site visit shall include meeting with Contractor and City representative to review progress of construction, review pending RFI and Change Order information, and observe the construction to verify work is proceeding in accordance with construction documents.
- Provide two site visits per discipline (by the respective engineers) for structural, electrical, mechanical and Landscape Architecture, to review progress of construction and conformance with construction documents.
- Make one additional site visit to perform Punchlist Inspection, and one additional visit to perform Final Inspection. Punchlist Inspection will include a detailed listing of all items remaining to be completed by the Contractor. Final Inspection will certify that all work has been completed in accordance with construction documents.
- Assist City in review of Contractor's initial and progress schedules and Schedule of Values.
- Assist in reviewing and processing contractor's progress payment requests, and certifying the amounts due to the Contractor.
- Process contractor's building As-Builts, warranty information and related information by forwarding them to the City.
- Inspect the project as part of Post Construction Evaluation prior to completion of contractor warranty period.

ADDITIONAL SERVICES TO BE PROVIDED ON AN HOURLY BASIS

The following items are not included in the Basic Services, and will be provided as additional services only after written authorization is received. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis per the attached Hourly Rate Schedule.

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

- Geotechnical Engineering Services
- Revisions to Schematic Design or Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval.

City of Escondido Fire Station 4 Proposal
June 21, 2010
Page 6

- Preparing separate construction document packages for "fast-tracking" construction work and/or preparing additional documents for alternate bid items.
- Preparing separate construction document packages for demolition of existing facilities or for the installation of temporary facilities for the Department during the course of construction.
- Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
- Processing change requests for Owner requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.
- Providing services in conjunction with evaluating substitutions proposed by the Contractor, and making subsequent revisions to Contract Documents resulting from such.
- Construction site visits provided in excess of the visits defined under the Construction Administration Phase which are requested by the City, or made necessary through delays in the construction schedule or other elements outside the control of the Architect (for either Architect or subconsultant engineers).
- Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.
- Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
- Providing "Special Inspection" services required by law or the Contract Documents.
- Providing Phase One Environmental services for Soils, Asbestos or Lead survey and remediation.
- Preparation of drawings for work beyond the project boundary (site and immediate street frontage).
- Services in conjunction with any required discretionary approvals.
- Preparation of Public Improvement Plans.

City of Escondido Fire Station 4 Proposal
June 21, 2010
Page 7

- Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Deeds, Plats or Easement documents, construction staking or other documents in conjunction with the project site or Right-Of-Way.
- Preparation of documentation to process the project through the US Green Building Council as a LEED project.
- Design of photo-voltaic electrical generation systems.
- Plan check and permit fees (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.
- All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

I propose to provide the stated basic services for a fixed fee of Two Hundred Forty Five Thousand Dollars (\$245,000.00). Invoices will be submitted monthly, in a format acceptable to the City, for the percentage of work completed during the month, on any particular phase.

The proposed breakdown for the Basic Services charges will be as follows:

Schematic Design Phase	\$ 45,000.00
Design Development Phase	\$ 35,000.00
Construction Documents Phase	\$125,000.00
Bidding	\$ 5,000.00
Construction Administration	\$ 35,000.00
<u>TOTAL</u>	<u>\$245,000.00</u>

As you probably know, definition of construction cost is always an issue on projects. I have included as Exhibit 'B' a further description of responsibility with respect to the budget and construction cost for this project. The definitions listed are from the AIA Document B141, Owner/Architect Agreement. Although we will not be using the AIA document for our contract, these definitions are useful to understanding what the design team and the Owner's responsibilities are and should be a part of the final contract for the project. Prior to our starting work on this project I will need from you a clearer definition of what the actual "hard dollar" construction budget is expected to be. As part of our Schematic Design services, we will then prepare preliminary estimates, and a report indicating what we expect the project cost will be to include all the requested program elements. At that time we will work with you to adjust the project scope or modify the budget to fit.

City of Escondido Fire Station 4 Proposal

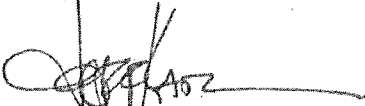
June 21, 2010

Page 8

Presently our firm maintains General Liability and Errors and Omissions Insurance with nationally recognized insurers. We carry a \$1,000,000 limit for our General Liability and auto, and a \$2,000,000 limit for our Professional E&O insurance.

I appreciate the opportunity to present this proposal. I am available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. I am excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 698-9177.

Respectfully,



Jeff Katz, AIA
Principal

Exhibit "A"

HOURLY RATE SCHEDULE

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

Principal Architect	\$ 170.00 per hour
Project Manager	\$ 145.00 per hour
Design Manager	\$ 125.00 per hour
Job Captain.....	\$ 110.00 per hour
Specification Writer.....	\$ 105.00 per hour
Construction Administrator.....	\$ 125.00 per hour
Drafter.....	\$ 85.00 per hour
Secretarial.....	\$ 55.00 per hour
Structural Engineer	\$ 160.00 per hour
Civil Engineer.....	\$ 150.00 per hour
Mechanical Engineer	\$ 150.00 per hour
Electrical Engineer	\$ 150.00 per hour
Landscape Architect	\$ 140.00 per hour

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

Note: These rates will remain in effect until December 31, 2011, at which time they may be adjusted as a result of salary reviews

CLARIFICATION OF RESPONSIBILITIES

The following articles are restated from AIA Document B141, Owner/Architect Agreement:

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner.

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

City of Escondido Fire Station 4
Exhibit "B"

- .1 give written approval of an increase in such fixed limit;
- .2 authorize re-bidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.