

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
WLC ARCHITECTS, INC.**

THIS AGREEMENT is made and entered into this 22nd day of July, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WLC Architects, Inc., a California Corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform professional engineering services for the design of fire station #1, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Four Hundred Ninety Nine Thousand Dollars (\$499,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests

and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Four (4) years, ending on July 31, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings,

and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and

agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

WLC Architects, Inc.  
8163 Rochester Ave., Suite 100  
Rancho Cucamonga, CA 91730  
Tel: (909) 987-0909  
Fax: (909) 980-9980  
Attn: Kelly Needham, AIA

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5096  
Fax: (714) 754-5028  
Attn: Arash Rahimian

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance

shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this



Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this

Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation  
REDACTED

\_\_\_\_\_  
Mayor

Date: 7-27-15

CONSULTANT  
REDACTED  
\_\_\_\_\_  
Signature

Date: 6.24.15

KELLEY NEEDHAM / PRINCIPAL  
Name and Title

REDACTED  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

REDACTED  
\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:  
REDACTED  
\_\_\_\_\_  
City Attorney

Date: 06/25/15

APPROVED AS TO INSURANCE:

REDACTED

Risk Management

Date:

6/26/15

APPROVED AS TO CONTENT:

REDACTED

Project Manager

Date:

6/24/15

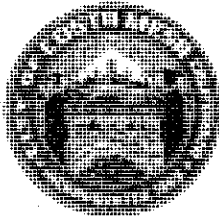
DEPARTMENT HEAD APPROVAL

REDACTED

Ernesto Munoz, Public Services Director

Date:

7.10.15



# CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

March 20, 2015

**SUBJECT: REQUEST FOR PROPOSALS (RFP's) TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF FIRE STATION NO. 1**

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to provide professional services for the design of a new Fire Station No. 1. The schedule is as follows:

<u>ENGINEERING SCHEDULE</u>	<u>DATE</u>
1. Proposal Received by the City	4/24/15
2. Award of Professional Services Agreement	7/07/15
3. Project Kick-off Meeting	7/08/15
4. Conceptual Design Submittal	8/24/15
5. Planning Commission Approval	9/14/15
6. City Council Approval	10/20/15
7. First Plan Check Submittal	2/29/16
8. Second Plan Check Submittal	4/25/16
9. Third Plan Check Submittal	6/13/16
10. Obtain Building Permit	7/05/16

Enclosed is a Request for Proposals to provide professional services for the subject project. The proposal requirements and the necessary professional services required by the City are stated within the RFP's. The consultant shall provide all services as requested in the RFP's and stated in the submitted proposal.

### CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is Fariba Fazeli, at (714) 754-5378.

### PROPOSAL SUBMITTAL REQUIREMENTS

Please submit three (3) copies of the proposal and two (2) copies of the fee proposal no later than 3:00 p.m., on Friday, April 24, 2015. All proposals shall be delivered or mail to:

Fariba Fazeli, P. E.  
City of Costa Mesa  
Public Services/Engineering  
77 Fair Drive, 4<sup>th</sup> Floor  
Costa Mesa, CA 92628

Mailing Address:  
P.O. Box 1200, Costa Mesa, CA 92628-4193

Sincerely,

REDACTED

Fariba Fazeli, P. E.  
City Engineer

# REQUEST FOR PROPOSALS TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF FIRE STATION NO. 1

## 1. INTRODUCTION

The City of Costa Mesa, California (City) is soliciting Request for Proposals (RFP's) for selection of an Architectural/Engineering firm for the design of Fire Station No. 1 (the project).

The project will replace the existing Fire Station with a new 12,000 Square Feet structure located on the site owned by the City at 2803 Royal Palm Drive, on a 1.10 Ac. Lot. The construction cost is estimated at \$4.5 million dollars.

The City's goal is to have a proposal for the professional services needed to complete this project. If you feel that any items should be added to the scope of work to accomplish this goal please include a separate description and cost item in your proposal.

## 2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to **a maximum of 25 pages** (excluding front and back covers, section dividers, resumes, and photographs) and include the following:

Statement of project understanding containing any suggestions to expedite the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.

A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.

A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.

A fee proposal provided in a separate sealed envelope.

## 3. CONSULTANT SELECTION COMMITTEE

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of at least four (4) members from this department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently.

**4. FEE PROPOSAL**

- A. Two separate fee schedules for the project shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total lump sum fee.
- C. The fee schedule shall depict individual project tasks, man-hours, and basic hourly rates for specific personnel to be used for each alley. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increased during the contract duration.
- D. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule for any of the outlined tasks.

**5. ESTABLISHMENT OF FEES**

The fee proposal will not be opened until the Consultant Selection Committee has evaluated the consultants' submitted proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

**6. PROFESSIONAL SERVICES AGREEMENT**

City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP's and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

**7. INSURANCE REQUIREMENTS**

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$1,000,000

Additional and primary Insurance endorsements shall include the City of Costa Mesa.

**8. SCOPE OF CONSULTANT SERVICES**

Fire Station No. 1 will be a large fully equipped and operational turn-key permanent station of approximately 12,000 square feet on approximately 1.1 acres of flat buildable land. The station will be designed and constructed in accordance with the Orange County Fire Authority (OCFA) Fire Station Development Standards.

1. GENERAL SERVICES

The architect shall provide general services designated necessary to assist in the administration of the project. The architect will serve as the lead consultant in managing the design of the facility. The civil engineering, landscape architecture, dry utility consulting, electrical engineering, mechanical engineering and all other sub consultants should be included in the various scope items below. This item of work shall include, but not be limited to, all the activities required to coordinate between project disciplines, agencies, Sub consultants, utility companies, adjacent developers and City.

2. PROGRAM CONFIRMATION

The architect shall work closely with City of Costa Mesa Fire Department (CMFD) to confirm the space requirements for the proposed fire station. This shall include, but not be limited to:

- Confirming apparatus capacity and administrative variations
- Confirming station headcount
- Confirming operational requirements
- Confirming furniture and fixture requirements and other key elements

3. ENTITLEMENT

Architect shall provide all services necessary to submit documents to the governing agency for review and architect shall obtain all approvals necessary to construct the fire station. A Conditional Use Permit (CUP) will be required for this fire station. Work shall include all documents and processing to obtain CUP.

4. SITE DESIGN

This item of work shall include visually surveying site to establish constraints and opportunities including landmarks, adjacent uses, site edges, views and orientation, site topography, circulation systems and streetscape.

Architect shall coordinate and confirm with his sub consultants the engineering design constraints including but not limited to:

- Existing and future infrastructure
- Soil conditions
- Topography
- Zoning requirements
- Drainage systems
- Future adjacent uses
- On-site and off-site uses
- Utilities

Architect shall coordinate and develop a site plan to confirm the following:

- Apparatus circulation
- Visitor and shift parking
- Secured ingress/egress
- Outdoor dining space
- Station image
- Relationships to adjacent uses
- Service/deliveries
- Future fuel storage and dispensing
- Temporary housing during construction
- Temporary Emergency Equipment Enclosures for the duration of construction

5. SCHEMATIC DESIGN

This item of work shall include preparing schematic design documents. Documents shall consist of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, mechanical, electrical systems, materials and such other elements as may be appropriate and as described in general as follows:

A. ARCHITECTURAL DESIGN/DOCUMENTATION

The architectural design and documentation shall include a demolition plan, site plan, building plan, building sections and elevations, building systems/materials selection, dimensions/areas, site wall elevations, and a sketch model.

B. STRUCTURAL DESIGN

The structural design shall be per essential facilities requirements.

C. ELECTRICAL DESIGN

The electrical design shall include, but not be limited, to power service and distribution, lighting, fire detection and alarm coordination and emergency power requirements.

D. MECHANICAL DESIGN

The mechanical design shall include, but not be limited, to heating, ventilating, plumbing and fire protection.

E. PLUMBING

The plumbing design shall include but no be limited to, the complete water, sewer, gas, fire sprinkler and all other plumbing systems for the project.

F. FIRE PROTECTION/SPRINKLER SYSTEM

The fire sprinkler system design and installation for the fire station shall comply with the



CMFD regulations and NFPA standards. The entire station shall be protected by an automatic-monitored fire sprinkler system. Central monitoring will be provided by Emergency Communications Center.

G. INTERIOR DESIGN

Architect shall provide interior design for the project including an itemized Furniture Furnishings & Equipment (FF&E) list with responsibilities for contracting and installing and any sole sourcing itemized in the FF&E list.

6. DESIGN DEVELOPMENT SERVICES

The architect shall prepare from the approved schematic design documents, the design development documents consisting of site and floor plans, furniture plans, exterior elevations and building sections with the necessary structural, mechanical and related systems and outline specifications necessary to fix and define the character of the project and indicate the materials to be used. The design development documents, when approved in writing, may form the basis for the construction documents.

A. ARCHITECTURAL DESIGN/DOCUMENTATION

- Demolition Plan
- Site plan
- Building Plan
- Section elevations
- Site Wall elevations
- Building Systems/materials selection
- Dimensions/Areas

B. STRUCTURAL DESIGN/DOCUMENTATION

Structural design/documentation services during design development phase consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions for gravity and lateral design loads. Structural system consists of conventional wood framing, steel brace frames, and conventional concrete.

C. CIVIL DESIGN/DOCUMENTATION

Civil design/documentation services during design development phase consisting of topographic survey of the entire property and adjoining streets, grading, utilities, storm drain ADA path of travel, and striping.

D. LANDSCAPE DESIGN/DOCUMENTATION

Landscape design/documentation services during design development phase consisting of plant palettes, landscaping limits, irrigation and smart controller.

E. MECHANICAL PLUMBING DESIGN/DOCUMENTATION

Mechanical plumbing design/documentation service during the design development phase consisting of consideration of alternate materials, split system HVAC, and plumbing.

- Energy conservation
- Heating and Ventilating
- Air Conditioning
- Plumbing
- Fire Protection/Fire Sprinkler Drawings
- Special Maintenance Systems
- General Space Requirements

F. ELECTRICAL DESIGN/DOCUMENTATION

Electrical design/documentation during the design development phases consisting of materials, systems, and equipment.

- Power Service and distribution
- Lighting design
- Telephones/data distribution
- Fire detection and alarms
- General space requirements

G. MATERIALS RESEARCH/SPECIFICATIONS

- Identification of potential architectural and interior finish materials, systems and equipment and their criteria and quality standards consistent with the conceptual design
- Coordination of similar activities of other disciplines

H. INTERIOR DESIGN/DOCUMENTATION

Interior Design/Documentation services during the design development phases consisting of solutions for architectural, mechanical, electrical and equipment requirements in order to establish:

- Building interior design elements
- Preliminary building equipment areas
- Space allocation and utilization plans to review functional relationships
- Placement of major FF&E items

I. TELECOMMUNICATIONS

Refer to CMFD for telecommunications requirements for each room of the fire station.

7. CONSTRUCTION DRAWINGS AND DOCUMENT SERVICES

Based on the approved design development documents, the architect shall prepare the working drawings and specifications which shall set forth and prescribe in detail the work to be done and materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, as well as the site work and landscaping.

A. ARCHITECTURAL DESIGN/DOCUMENTATION

- Review design development
- Demolition Plans
- Site plan and details
- Building plans
- Enlarged plans
- Sections, elevations
- Building systems/material selection
- Details
- Dimensions/permit related areas
- Building restrooms/cores
- Cost estimate formatted to ICDC standards

B. TRAFFIC PRE-EMPTION DESIGN/DOCUMENTATION

- Coordinate with the CMFD to determine the desired phasing of the pre-emption system
- Prepare traffic signal pre-emption plan in coordination with Civil Engineer

C. STRUCTURAL DESIGN/DOCUMENTATION

- Prepare structural system documents

D. CIVIL DESIGN/DOCUMENTATION

- Grading plan
- Utility plan
- Striping plan

LANDSCAPE DESIGN/DOCUMENTATION

- Landscape plan
- Irrigation plan

E. MECHANICAL DESIGN/DOCUMENTATION

- Prepare Title 24 Energy calculations
- Documentation for HVAC, including units, drops and mechanical system distribution

- Prepare building plumbing documents
- Prepare fire protection system documents (fire sprinkler drawings)

F. ELECTRICAL DESIGN

- Prepare electrical system documents
- Prepare Title 24 lighting calculations

G. MATERIALS RESEARCH/SPECIFICATIONS

- Preparation of specifications
- Compilation of project manual

H. INTERIOR DESIGN

- Interior Plans
- Reflected Ceiling Plans
- Interior Elevations
- Details and Sections
- Millwork

I. SIGNAGE/GRAPHIC DESIGN

- Design of site identity and building signage
- Construction Document Signage
- Interior Signage

8. BIDDING AND CONSTRUCTION SUPPORT

Attend one bid coordination meeting and prepare technical specifications, project appendices, bid form and architects Estimate. Attend one pre-bid meeting and provide full size exhibits for use in the pre-bid meeting presentation. During bid process, the architect shall be responsible for preparing addenda, clarifying the construction documents, answering bidder's questions, issuing revised bid form, plans, exhibits, technical specifications as required. During the construction phase, the architect and his sub consultant shall review/approve submittals and respond to contractor's Request for Information (RFI's).

9. COST ESTIMATE

The architect shall provide a detailed, final construction cost estimate based on a material take-off from the construction documents.

10. MEETINGS

The architect will be required to attend meetings with the City, Fire Department, and attend public hearing during the project duration. The architect shall include 60 hours of meetings in the proposal.

11. PROCESSING OF PLANS AND PERMITS

The architect shall process the construction documents with the City of Costa Mesa Building Division, answer plan check comments and if necessary revise construction documents and obtain all the required permits.

12. LEED Certification (Optional Item, may or may not be included in final scope of work)

The architect shall prepare process all documents required to obtain a LEED Silver Certification.

9. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

10. RIGHT TO REJECT ALL PROPOSALS

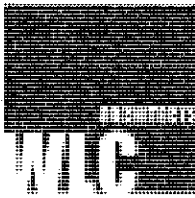
- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP's or otherwise.
- B. The City also reserves the right to award a portion of work or combination, thereof.
- C. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the consultant. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by the consultant. All proposals submitted to the City of Costa Mesa become the property of the City.

11. SUMMARY

The City appreciates participation, and the intent of this RFP's is to establish the minimum consultant services required. Prior to awarding a contract, all insurance documents must be submitted and approved.

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

**EXHIBIT C**  
**FEE SCHEDULE**



CLIENT FOCUSED. PASSION DRIVEN.

June 12, 2015

Ms. Fariba Fazeli  
City Engineer  
City of Costa Mesa  
77 Fair Drive  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

Re: Revised Fee Proposal  
Fire Station 1  
City of Costa Mesa

Dear Ms. Fazeli:

Thank you for considering WLC for your new fire station project. Attached please find our revised fee proposal: Per our conversation this morning we have fine tuned our fees and verified the type of services required. We believe that we have included all the services necessary to complete your project. In the event that any of the services indicated are not required, you will not be invoiced.

Ms. Fazeli, thank you again for this opportunity. If you should have any questions or require any additional information, please do not hesitate to contact me at any time.

Very truly yours,

REDACTED

KELLEY NEEDHAM  
Architect, AIA  
Principal

KN:br\15029R-mkt

Attachment: Fee Proposal



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**B. Site Specific Fees**

The following items are unique to each site and not typically found in the basic scope of architectural services. Based on our experience and interpretation of the information provided, we believe the following services will also be required:

<b>Task</b>		<b>Fee</b>
1. Topographical and Boundary Survey	\$	10,000.00
2. Geotechnical Report		12,000.00
3. Water Quality Management Plan and Report		7,000.00
4. Storm Water Pollution Prevention Plan		3,000.00
5. Traffic Engineering		15,000.00
<b>TOTAL SITE SPECIFIC FEES</b>	\$	<b>47,000.00</b>

**C. Optional Services**

The following items are listed as optional services. The City and Fire Department may not require these services depending on the overall budget constraints of the project:

<b>Task</b>		<b>Fee</b>
1. LEED Certification	\$	23,000.00
2. Commissioning		14,000.00
3. Hazardous Material Assessment (Building Only)		2,500.00
<b>TOTAL OPTIONAL FEES</b>	\$	<b>39,500.00</b>

**D. Total Fee**

The following is the total of all fees:

<b>Service</b>		<b>Fee</b>
Basic Architectural Services	\$	405,000.00
Site Specific Services		47,000.00
Optional Services		39,500.00
<b>SUBTOTAL TOTAL FEE</b>	\$	<b>491,500.00</b>
REIMBURSABLE ALLOWANCE		7,500.00
<b>TOTAL FEE</b>	\$	<b>499,000.00</b>

- 
29. Offsite or onsite separate water, fire line, sanitary sewer, or storm drain improvement plan and profile drawing, or revisions to a separate City or utility company approved drawing, not already shown on our standard composite onsite utility and storm drain plan.
  30. Tract map, Amended Map, Final Plat, Parcel Map, Lot Merger, Certificate of Compliance, or a Lot Line Adjustment Map, Application, Deed, Legal Description, Sketch, and Traverse Closure Calculations.
  31. Design plans or reports to remediate the contaminated soil as this site is listed by the City as a known hazardous waste and substance site as of March 2009 with leaking underground storage tanks.
  32. No calculations or reports related to satisfying hydromodification requirements based on the assumption that there will be no increase in impervious surface area for the project, even if pavers need to be installed in lieu of concrete to achieve this value.
  33. Foundation System: Our fee assumes typical spread footings in average soil conditions. Any other type of foundation system required as a result of poor soil conditions would not be considered within our scope of work.
  34. Separate street improvement plans or profile drawings.
  35. Separate street lighting improvement plan.

**EXHIBIT D**  
**PROJECT SCHEDULE**

**PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR  
THE DESIGN OF FIRE STATION NO. 1 – Project Schedule**

<b><u>ENGINEERING SCHEDULE</u></b>	<b><u>DATE</u></b>
1. Proposal Received by the City	4/24/15
2. Award of Professional Services Agreement	7/21/15
3. Project Kick-off Meeting	7/22/15
4. Conceptual Design Submittal	9/07/15
5. Planning Commission Approval	9/28/15
6. City Council Approval	11/03/15
7. First Plan Check Submittal	3/14/16
8. Second Plan Check Submittal	5/09/16
9. Third Plan Check Submittal	6/27/16
10. Obtain Building Permit	7/19/16
11. Provide Construction Support	1/09/17 – 1/15/18*

\*Subject to postponement pending detailed Engineer's cost estimate and available construction funds