



REQUEST FOR PROPOSALS
FOR
COASTSIDE FIRE PROTECTION DISTRICT FIRE
STATION #44 REPLACEMENT DESIGN
SERVICES

Point of Contact: Jonathan Cox, Deputy Chief

PROPOSALS DUE: WEDNESDAY, NOVEMBER 30, 2022

**REQUEST FOR PROPOSALS (RFP)
COASTSIDE FIRE PROTECTION DISTRICT FIRE STATION #44 REPLACEMENT
DESIGN SERVICES**

INTRODUCTION

The Coastside Fire Protection District (District) is seeking proposals from architectural and engineering consultant (Consultant) to provide professional services for the planning and design of Coastside Fire Protection District Fire Station #44 Replacement Design Services.

BACKGROUND

Coastside Fire Protection District Fire Station #44 is located at 501 Stetson Street, Moss Beach, CA 94038. The current fire station is a one-story structure that includes bedrooms, offices, apparatus bays, kitchen and dining areas, living/day room, and a gym. The new fire station that will replace existing Station #44 will be constructed on the existing lot; therefore, the design is limited to the existing space available. The basic design of the new fire station shall include, but not be limited to a spacing program that was completed during a recently conducted feasibility study.

SCOPE OF WORK

The consultant chosen for this Project will be expected to develop the initial concept designs and ultimately move them through Design Development, permitting, and preparation of Construction Documents. In addition, the consultant will provide bid assistance and construction support through to the completion of the Project. The District expects to receive a “turnkey” design that comprehensively plans for all aspects of the facility and landscaping. This consultant chosen for these design services will build upon the recently completed feasibility study.

General Requirements:

1. The consultant shall provide architectural design, documentation, bid, contract administration, and construction management support services for the replacement fire station project.
2. The consultant shall be responsible for submitting completed documents for review and approval by the County (permitting agency). Drawings required for this submittal shall include, but may not be limited to:
 - a. Site Plan
 - b. Schematic Floor Plan
 - c. Preliminary Utility Plan
 - d. Schematic Building Elevations

- e. Conceptual Landscaping Plans
 - f. Exterior Color and Materials Sample Boards
 - g. A colored rendering of the station
3. Drawings will include color and material callouts, as well as colored building elevation drawings. No models are anticipated to be included in this submittal.
4. The consultant shall prepare construction documents and submit the final drawings to the County for permitting approvals.
5. The consultant shall be available for presentations to the board and during public meetings and present the design to various stakeholders. Proposal must assume at least three board meeting presentations and three community meeting presentations.
6. Make presentation to the Coastside Fire Protection District Board of Directors to describe project concept, design, and budget.
7. Make required modifications to schematic design to obtain schematic design approval.
8. After obtaining written approval of schematic design, proceed into design development.
9. Attend progress meetings with District staff as well as semi-regular coordination meetings.

Phase 1: Project Initiation

An organization and scoping meeting will be held with District staff:

1. Introduce the District staff to the consultant design team
2. Review objectives of the Project
3. Confirm overall Project Budget
4. Review scope of services
5. Confirm Project areas/boundaries
6. Collect available data, feasibility study materials, and published material
7. Prepare meeting and presentation schedule

Phase 2: Space Plan and Site Analysis Review

Analyze existing and built elements within the proposed project areas to guide design.

1. Natural Site Elements
 - a. Topographic Survey: The design consultant is responsible to have a topographic survey performed for the project site. Survey to provide information of grades to the nearest 0.1 ft., boundary lines, easements, existing vegetation, utility lines, manholes, valve cans, fences, curbs, sidewalks, streetlights, and other site elements that could impact the design.
 - b. Geotechnical Report: The design consultant is responsible to have a soils report produced for the project site.
2. Built Site Elements

- a. Lighting Study: The design consultant is responsible to perform a lighting study for the existing and proposed site conditions.
 - b. Existing Infrastructure: Investigate and plan for all needed changes to existing site infrastructure.
 - c. Pedestrian & Bike Access: Review existing pedestrian and bike access to and through the sites.
 - d. Permits, agreements, and easements: Investigate all requirements for construction.
 - e. Create a checklist of all permits required and impacts to schedule related to these permits.
3. Develop design program based on meetings with District staff during Phase 1.
 4. Refine existing feasibility study space programming based on project priorities, existing site elements and anticipated construction costs.
 5. Discuss design approach in moving forward with multiple concepts for Phase 3.

Phase 3: Develop Concept Designs

Develop at least three concept designs for building construction and site development, base needs identified for the Fire Station Building and the most effective and efficient use of space in terms of space programming for the building. Concept designs will take into consideration the program and construction elements of the existing site. It is anticipated that during this task that there will be multiple meetings between the District and the Design Team. Finalized concept/schematic designs will include at minimum the following items:

1. Site layouts, renderings, and schematics.
2. Budget level cost estimates; itemized costs for budgeting purposes.
3. Finalized schedules and project milestones including bidding and construction schedules.
4. Based upon a mutually agreed-upon program for site development, define schedule, produce schematic level site plan, floor plan, elevations, sections, diagrams, and narratives to describe structural, mechanical, and electrical designs.
5. Consultant shall review, analyze, and identify environmental impacts, including but not limited to, removal of vegetation, demolishing curb, gutter, and pavement areas, visual, tree canopy, parking, lighting, and construction impacts. Consultant shall be responsible for providing all documentation relating to the physical attributes of the Project as it relates to meeting CEQA analysis and approval requirements.
6. Consultant shall review, analyze, and identify storm water infrastructure to comply with regulations relating to storm water.
7. Prepare selected concept for review by District and County:
 - a. Upon selection of final concept by the District staff, the consultant shall update and prepare a final concept design.

- b. Final concept design shall be presented to the board.
- c. Exterior renderings of the final concept design shall be prepared for the County Planning Commission, and other regulatory agencies, as needed.
- d. Adjustments to the final concept design shall be made in coordination with District staff following the two previously listed meetings and as required by permitting agencies.
- e. Final concept design, exterior renderings, and a concept level cost estimate shall be prepared and presented to the District staff.

Phase 4: Design Development

Facility Design Documents - 60% Submittal. The design consultant is to prepare construction floor plans, building elevation and site plan estimates and specifications for the Project. Plans to meet all ADA requirements and include all structural details and specifications for proposed work.

Construction Package to include (including manufacturer's specifications, where required):

1. Existing Site Survey Plan
2. Demolition and Tree Protection Plan
3. Grading & Drainage Plan & Details
4. Street and Sidewalk Improvement Plan
5. Layout Plan
6. Mechanical, plumbing, and electrical designs
7. Preliminary interior material and color boards for review and selection
8. Preliminary fixture and furniture selections
9. HVAC Plan & Details
10. Lighting Plan and Details
11. Electrical Plan and Details
12. Fire Sprinkler Plan and Details
13. Fire Station Alerting Details
14. Alarm Plan and Details
15. Irrigation Plan & Details
16. Planting Plan & Details (including any impacts to existing trees)
17. Parking and Lighting Plan & Details
18. Security Camera Plan & Details
19. Storm Water Pollution Prevention Plan
20. Storm Water Mitigation Plan and required calculations for the Project
21. Written specification Package
22. Construction cost estimate

The design consultant is to prepare a construction cost estimate based on the cost analysis prepared in Phase 3 and value engineering to ensure the Project remains

within the construction budget. Consultant shall revise the project schedule to identify milestones.

At completion of this phase the plans may return to Planning Department or other permitting agencies, as required. This will depend on the significance of changes from the concept designs previously presented. Following these meetings, the consultant will be required to develop a phasing plan to budget requirements.

The design consultant shall submit 60% plans formally to the County and any other permitting agency, on behalf of the District for review. The District shall pay the County, or other permitting agency, directly for all permitting and design review fees. The consultant shall be responsible for completing all submission requirements. All comments from the review shall be incorporated in the 90% submittal.

Five (5) sets of 60% design plans for District and County review (11"x17"), five (5) sets of draft Technical Special Provisions and 60% level Construction Cost Estimate. Additionally, electronic sets of all 60% plans will be made available to the District.

Phase 5: Environmental Clearance

The Consultant shall prepare a California Environmental Quality Act (CEQA) analysis. The CEQA analysis should support the type of reporting warranted such as, exempt, Environmental Impact Report (EIR), negative mitigated declaration, or negative declaration. The District anticipates that an EIR will be filed and thus this item should be accounted for as part of the analysis. Deliverable includes CEQA analysis report and EIR.

Phase 6: Construction Documents

Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required civil, architectural, structural, mechanical, plumbing, electrical and landscape plans. Required demolition plans must be included, as well as plans for continuity of operations for on-site communications equipment. Construction documents will incorporate geotechnical requirements and recommendations for soil preparation, foundation, and paving design. Construction Documents Phase – 90% and 100% Submittals

1. Confer with District staff to respond to and address permitting and community comments on Design Development phase drawings.
2. Revise and complete the construction documents (drawings and specifications) to a 90% submittal stage, based on the comments on the Design Development submittal. This submittal will be reviewed for final plan check by permitting staff and should include, the 90% and 100% complete construction plans, specifications and estimates, all appurtenant information and design analyses required for building permits, if required, such as final structural calculations and technical information for any equipment or furnishings not previously reviewed. Except for printing and binding, the 90% complete construction documents, from

a content viewpoint, should be ready for bidding with all technical specifications for site improvements, equipment and furnishings, value engineering, final cost estimate and phasing plan, 100% complete.

3. Final Statement of Probable Costs. A final statement of probable construction cost shall be prepared and submitted. This estimate shall be used as the District's estimate for bid comparisons and to establish the anticipated Construction Budget.
4. The design consultant shall submit applications for a Building Permit and any other required permits and shall be responsible for obtaining permit approval(s). The District shall pay permitting fees to permitting agencies directly. Consultant shall perform all required revisions to construction documents based on permitting departments' plan check comments and obtain all required permits.
5. Submit plans to local utility companies for review and obtain approvals, as needed. The District shall pay all utility application and permitting fees directly.
6. Five (5) sets of 90% design plans for District and County review (11"x17"), five (5) sets of draft Technical Special Provisions and 90% level Construction Cost Estimate. Additionally, electronic sets of all 90% plans will be made available to the District.

Construction Documents Phase – 100% Submittal/Bid Documents

1. Address final review and plan check comments from District staff, revise the construction documents, and furnish signed reproducible copies of the 100% complete construction documents (Plans, Estimates & Technical Specifications) ready for reproduction and binding for bidding purposes by the District. District staff will prepare and include the Notice Inviting Bids, Proposal Requirements and Instruction to Bidders, all required Proposal and Bond forms, and Conditions of the Contract.
2. Prepare or review bid schedule(s) in consultation with District staff.
3. Provide final original drawings and specifications use in the bid packages. Coordinate with and assist District in assembling bid packages.
4. Interpret and clarify contract documents for prospective bidders and assist in drafting bid packet addenda as required.
5. Attend a pre-bid walkthrough at the site with all interested prospective bidders.
6. Participate in bid opening, review contractor's detailed cost breakdown, and assist the District in evaluation of the bids.
7. Five (5) sets of 100% Plans, Specifications and Estimates (PS&E) for District and County review (11"x17" half size) and electronic submittal of the 100% PS&E. Additionally, electronic sets of all 100% plans will be made available to the District.

Phase 7: Basic Construction Observation and Contract Administration Services

This work shall consist of construction supervision and administration of the construction contract through the period of construction. The district anticipates an

eighteen-month construction period, from contract award through punch-list inspection and project acceptance. However, the contract administration services shall extend until the end of the project, regardless of actual construction time. The following services shall be provided:

1. Consultant shall attend the District construction conferences with the contractors at a minimum of twice per month.
2. Interpret contract documents (including all sub-contractor disciplines) for proper execution and progress of construction, including responding to contractor's Change Order Requests and Requests for Information and clarification, and issue Architect's Supplemental Instructions.
3. Make one scheduled site visit every week during construction to observe the project and prepare site visit reports for the District.
4. Consultant shall visit the site, attend job meetings, and prepare meeting notes for the District at appropriate intervals for the purpose of becoming generally familiar with, and to keep the District informed about, the progress and quality of the completed portion of the work, and to determine if the work will be in accordance with the Contract Documents when completed. The consultant shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or the safety precautions and program in connection with the work since these are solely the Contractor's rights and responsibilities under the Contract Documents.
5. Consultant shall report to the District on any deviations from the Contract Documents and on the progress of the Project.
6. Consultant shall review and take appropriate action upon contractor's Requests for Information and submittals such as Shop Drawing, Product Data, and Samples, for the purpose of checking for visual design concept and conformance in a timely manner to enable construction to proceed on schedule.
7. Consultant shall review and approve all shop drawings or materials submittals.
8. Consultant may authorize minor changes in the work that are consistent with the intent of the contract documents and do not involve an adjustment in the contract price and/or an extension of the contract time.
9. Consultant shall generate supplemental drawings and clarifications, if required, as a basic service.
10. Consultant shall provide all necessary architectural and other design services as required by the General Conditions of Contract for this Project, including submittal and shop drawing review, responding to Contractor requests for information, attendance at construction progress meetings, Project close-out, and other tasks that are referred to in the General Conditions of Contract for this Project.
11. Assist District in review of Contractor's initial and progress schedule. Assist in reviewing and processing contractor's progress payment requests and certifying the amounts due to the Contractor.

12. Consultant shall perform an inspection with the District, when requested by the Contractor, for the purpose of preparing a punch list of incomplete and/or unacceptable work for the District's review. Upon receiving notice from the Contractor that the punch list items are completed, consultant shall make a final inspection of the Project with the District for the purpose of signing off the completed punch list items in accordance with the requirements of the construction documents.

Additional Services

Additional services will be provided only as authorized in writing and on an hourly basis unless otherwise approved. Additional services must be brought to the attention of the District prior to commencement of the task and/or activity.

DISTRICT RESPONSIBILITIES

The District will provide access to any of the Coastside Fire Protection District Fire Stations upon advanced request from the Consultant. The District will also provide any existing studies or analysis, if available, for the consultant to review.

SCHEDULE OF SUBMITTALS

The District's target dates are as follows:

| | |
|----------------------------------|--|
| Release of RFP | October 3, 2022 |
| Deadline for Questions | 3:00 P.M. on Wednesday November 9, 2022. |
| District Response to Questions | November 16, 2022 |
| Proposal due | 10:00 A.M. on November 30, 2022 |
| Possible interview with to firms | December 14, 2022 |
| Design Contract Award | January 11, 2022 |
| Completion of bid documents | September 2023 (tentative) |
| Construction Contract Award | November 2023 (tentative) |
| Completion Construction | December 2025 (tentative) |

PROPOSAL FORMAT AND CONTENT

The proposal shall be brief, precise, and shall not include unnecessary promotional material. The proposal shall not exceed 20 single sided pages, excluding the cover

letter, resumes, rate schedule, references, other relevant information & exceptions, and cost. The proposal should contain the following elements in the exact order and segmentation listed below:

1. **Cover letter.** Describe your firm or team's interest and commitment in providing Consultant Services to the District. The letter shall be signed by a person authorized to negotiate a contract with the District.
2. **Staffing, Sub-consultants, Team Experience and Understanding of Project and Objectives.** Describe the qualifications and experience of the team members expected to be assigned to this project. The description shall include previous experience with similar projects. Include an organization chart and provide a matrix including which projects team members have worked on together in the past. A discussion demonstrating the proposer's understanding of the project, the goals, the services to be provided, their significance to the overall District goals.
3. **Work Plan Approach and Schedule.** Discuss your firm's understanding of the scope of work to be performed and level of effort expected to be performed by each resource. Include an itemized table of estimated person hours by professional classification (or team member) to quantify the level of effort. Describe the method that will be used for scheduling, coordination, management of overall project costs, quality assurance/quality control, and list key or potential issues/risk you may deem critical to this project.
4. **Resumes.** Include single page resumes of the engineers, technicians, key personnel, and sub-Consultants (if any) to be assigned to the project. It is expected that designated key staff will remain for the duration of the project. Key staff substitution will be allowed only after an interview and concurrence with the District.
5. **Rate Schedule.** The consultant shall provide the most current rate schedule that includes the rates of all applicable staff that may be assigned to this project. \
6. **References.** Provide at least three references (name, agency, title, address, and telephone number) for recent similar or related work.
7. **Other Relevant Information & Exceptions.** Provide additional relevant information that may be helpful in the selection process including any exceptions taken to the District's standard agreement.
8. **Cost (In a separate, sealed envelope - Envelope "B").** The awarded firm shall be compensated based on all elements encompassed within RFP and, if applicable, associated Addendum. Price Sheet presented by the Proposer shall include price detail breakdown of all elements and tasks imperative to accomplish the services outlined in the Scope of Work. An itemized table of estimated person hours by professional classification (or team member) shall be identified, including, if applicable, subcontracted personnel.

Upon award, the district will present its standard Professional Services Agreement to the successful proposer, which the successful proposer shall be expected to

execute. A copy of the standard Professional Services Agreement is attached with this Request for Proposals. Proposers shall include in their proposals any requested edits or additions to this Agreement.

EVALUATION AND SELECTION PROCESS

Qualifications will be screened, and the top candidates will be reviewed by a selection committee. The qualifications for the top candidates will be verified and references will be checked. In reviewing the proposals, the District will carefully weigh:

- Consultant's understanding of the District's desires and general approach to completing the work
- Consultant's experience with contracts of similar complexity and magnitude
- Qualifications of the staff and sub-consultants being assigned to this project
- Demonstrated ability of the Consultant to perform high quality work, to control costs and to meet time schedules
- Ability to work effectively with District staff
- Cost
- Recommendations from clients, contractors, and other knowledgeable people
- Record of success on other fire station projects
- Claims and litigation history
- Accessibility to project/District
- Ability to prepare plans in accordance with the District's time schedule

Other qualifications/criteria as deemed appropriate by the Fire Chief, Board Land and Structures committee, or the panel reviewing the proposals. The selection process shall consist of the Deputy Chief in consultation with the District Land and Structures Committee reviewing the proposals in accordance with the criteria discussed above. One or more of the proposed bidders may be invited for interviews. The Deputy Chief and Land and Structures Committee will evaluate the respondents based on the interview and the written proposals. A recommendation will then be forwarded to the District's Board of Directors. The recommendation will be presented at a regularly scheduled meeting of the Board at which the respondent may be requested to attend.

ELIGIBILITY REQUIREMENTS

Each architectural consultant must formally comply with the following eligibility requirements:

- The Consultant shall be able to demonstrate experience in the design and construction of at least (5) fire stations.

- The Consultant shall be able to provide all the services required and must be able to furnish the insurance coverage requested by the District. These two items will not be negotiated.
- The Consultant's key personnel identified in the proposal shall be available for the entire duration of the project.
- The Consultant Project Manager, or a designate, shall be available for consultations at the District administration office withing two hours (travel time).

SUBMISSIONS GUIDELINES

Firms shall submit five (5) complete copies and one electronic version (supplied on disc included with the hard copies) of the proposal and one (1) copy of the cost's proposal in sealed envelopes (Envelope "A" and "B") bearing the caption "**Coastside Fire Protection District Fire Station #44 Replacement Design Services.**" The Consultant shall name the electronic file in the following format: "Consultant Name – Coastside Fire Protection District Fire Station #44 Replacement Design Services".

The proposal shall contain 8-1/2" x 11" sheet sizes for the text and 11" x 17" sheet sizes for any drawings. Proposals shall not be more than twenty (20) pages.

The envelope shall be addressed to:

Jonathan Cox, Deputy Chief
Coastside Fire Protection District
1191 Main Street
Half Moon Bay, CA 94019

Proposals may be submitted in person at the District headquarters office, or by mail, but must be received by 10:00 a.m. on Wednesday, November 30, 2022. It is the proposer's responsibility to ensure receipt. Late proposals will not be considered.

Any changes made by the District to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The District will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The District reserves the right to revise or withdraw this RFP at any time and for any reason.

All inquires regarding the proposal should be directed to Jonathan Cox, Deputy Chief via email, sent to jonathan.cox@fire.ca.gov Proposers are encouraged to submit their questions by 3:00 P.M. on Wednesday November 9, 2022. Responses to all questions will be compiled and posted to the District's website (www.coastsidefire.org) on or before November 16, 2022. It is the responsibility of the proposers to access the website for any changes or Addenda that may be posted.

RIGHT TO REJECT

The District reserves the right to reject any or all proposals and to award the contract based upon the qualifications of the firm and not necessarily based solely upon the price in accordance with Government Code Section 4525.

PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTANT SERVICES
AGREEMENT WITH
STATION 44 ARCHITECTURAL SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the COASTSIDE FIRE PROTECTION DISTRICT, hereinafter referred to as “DISTRICT,” and _____ with offices at _____, hereinafter referred to as “CONSULTANT”.

WITNESSETH

WHEREAS, DISTRICT desires certain professional CONSULTANT services hereinafter described; and

WHEREAS, DISTRICT desires to engage CONSULTANT to provide these services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein:

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

1.1 DISTRICT CLERK

The term “District Clerk” means the duly appointed District Clerk of the Coastsides Fire Protection District, California, or her designated representative.

1.2 FIRE CHIEF

The term “Fire Chief” means the duly appointed Assistant Fire Chief of the Coastsides Fire Protection District, California, or his designated representative.

1.3 PROJECT

The term “project” means the work described in Exhibit “A” entitled “Statement of Consultant Service” attached hereto and made a part hereof.

SECTION 2 – ATTACHMENTS

2.1 EXHIBIT “A” – STATEMENT OF CONSULTANT SERVICES

The Statement of CONSULTANT Services identifies the scope of the project and CONSULTANT services.

2.2 EXHIBIT “B” – WORK DONE BY OTHERS

Work done by others shall identify all work that is necessary to complete the project but which is not considered part of the work provided by CONSULTANT.

2.3 EXHIBIT “C” – PROJECT SCHEDULE

The Project Schedule is the time frame required by CONSULTANT to complete the work described in EXHIBIT “A” – STATEMENT OF CONSULTANT SERVICES.

2.4 EXHIBIT “D” - SCHEDULE OF COSTS

Schedule of Costs details CONSULTANT'S negotiated fee.

2.5 EXHIBIT “E” – KEY CONSULTANT STAFF AND SUBCONSULTANTS

The CONSULTANT staffing and subconsultants exhibit provides a list of key personnel to be dedicated to subject project, including list of all subconsultants.

2.6 EXHIBIT “F” – INSURANCE FORMS

SECTION 3 – PROJECT COORDINATION

3.1 DISTRICT

, is hereby designated as the PROJECT MANAGER for the DISTRICT and shall supervise the progress and execution of this Agreement.

3.2 CONSULTANT

CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT.

hereby is designated as the PROJECT DIRECTOR for CONSULTANT. shall be assigned as PROJECT COORDINATOR for CONSULTANT and shall represent CONSULTANT during the day-to-day work on the Project. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR or PROJECT COORDINATOR for any reason the PROJECT DIRECTOR or PROJECT COORDINATOR designee shall be subject to the prior written approval of DISTRICT.

SECTION 4 – SCOPE OF PROJECT

4.1 The Project for which services are being provided is for architectural services for Station 41 project.

4.2 The Scope of Work to be executed by CONSULTANT shall be as described in Exhibit “A” – Statement of Consultant Services, attached hereto and made a part hereof; performance of which shall be in compliance with requirements stated hereinafter.

SECTION 5 – GENERAL PROVISIONS

5.1 RESPONSIBILITIES OF THE CONSULTANT

- a. CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all studies, reports, designs, drawings, specifications and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation correct or revise any negligent errors or deficiencies in its studies, reports, designs,

drawings, specifications and other services.

- b. It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done hereunder and that DISTRICT relies upon the skill of CONSULTANT to do and perform the work in a skillful, professional manner and CONSULTANT agrees to thus perform the work. Approval by DISTRICT of drawings, designs, specifications, and other incidental architectural-engineering work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical accuracy of the work. CONSULTANT shall be and remains liable to DISTRICT in accordance with applicable law for all damages to DISTRICT caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.
- c. Where a negligent error and/or omission occurs that is attributable to the CONSULTANT and that negligent error and/or omission causes a delay of time and/or additional costs, the CONSULTANT shall assume the responsibilities for costs, caused by damages associated with that error and/or omission. Additionally, CONSULTANT shall defend and indemnify, to the fullest extent permitted by law, the DISTRICT in regard to any and all claims submitted by the contractor due to CONSULTANT'S error.
- d. CONSULTANT'S key personnel to be dedicated to the subject project are shown in Exhibit "E". Any subsequent changes to this list shall be subject to approval by DISTRICT.

5.2 CHANGES

- a. DISTRICT may, at any time, by written agreement make changes within the general scope of work in services to be performed. If such changes cause an increase or decrease to CONSULTANT'S fees, an equitable adjustment shall be made subject to approval by both DISTRICT and CONSULTANT and the agreement shall be modified in writing. Equitable adjustments shall be made pursuant to the CONSULTANT'S fee schedule attached hereto as Exhibit "D" and incorporated by this reference. No added compensation for changes resulting from CONSULTANT'S errors and/or omissions shall be allowed and such services shall be considered as included within the base scope of work.
- b. CONSULTANT shall not be entitled to equitable adjustments for added construction administration services due to errors and/or omissions of the CONSULTANT. To the extent that construction is extended for reasons not attributable to CONSULTANT'S errors and/or omissions, the CONSULTANT'S fees for construction administration shall be adjusted per the schedule of charges in Exhibit "D".
- c. No services for which an additional cost or fee will be charged by CONSULTANT shall be performed or furnished without prior written agreement of DISTRICT.

5.3 TERMINATION

- a. DISTRICT may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time, either for DISTRICT'S convenience or because of the failure of CONSULTANT to fulfill its agreement obligations. Upon receipt of such notice CONSULTANT shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and
 2. Deliver to DISTRICT all data, drawings, specifications, reports, estimates, and summaries and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.
- b. If the termination is for the convenience of DISTRICT, CONSULTANT shall be compensated for all authorized work performed prior to notification of termination but no amount shall be allowed for anticipated profit on unperformed services.
 - c. If the termination is due to the failure of CONSULTANT to fulfill its agreement obligations, DISTRICT may take over the work and prosecute the same to completion by agreement or otherwise. In such case, CONSULTANT shall be liable to DISTRICT for any additional cost occasioned to DISTRICT.
 - d. If, after any notice of termination for failure to fulfill Agreement obligations, it is determined that CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of DISTRICT. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) of this clause.
 - e. CONSULTANT may terminate this Agreement upon thirty (30) days written notice to DISTRICT, but only in the event of substantial failure of performance by DISTRICT or in the event DISTRICT abandons or indefinitely postpones the Project.

- f. Upon termination of this Agreement or suspension of work on the project by either DISTRICT or CONSULTANT, all duties of DISTRICT and CONSULTANT as set forth in Sections 5.1 and 5.2 herein above shall terminate.

5.4 SUBCONSULTANTS

- a. Subconsultants required by CONSULTANT in connection with the services covered by the Agreement will be limited to such individuals or firms as were specifically identified in Exhibit "E". Any substitution or additions in such subconsultants will be subject to the prior written approval of DISTRICT.
- b. CONSULTANT shall be responsible for employing or engaging all persons and subconsultants necessary to perform the services of the CONSULTANT hereunder and shall be responsible for the performance of their work. No subconsultant of CONSULTANT will be recognized by DISTRICT as such. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and shall keep the work under its control. If any employee or subconsultant of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner he or she shall be discharged immediately from the work under this Agreement on demand of DISTRICT.

5.5 REQUIREMENTS FOR REGISTRATION OF DESIGNERS

The design of architectural, structural, plumbing and mechanical, electrical, civil or

other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered in the State of California to practice in their particular professional field. Plans, design calculations and reports shall be stamped and signed.

5.6 HEALTH AND SAFETY CODE

CONSULTANT represents that it is aware of the requirements of the Government Code and Health and Safety Code of the State of California relating to access to public facilities and accommodations for physically handicapped persons, and relating to facilities for handicapped persons. In accordance with the professional standard of care, CONSULTANT shall comply with such provisions in carrying out the terms of this agreement.

5.7 DESIGN WITHIN FUNDING LIMITATIONS

- a. CONSULTANT shall accomplish the services required under this Agreement so as to permit the award of a contract for the construction of the facilities designed at a price that does not exceed the final estimated construction cost prepared prior to the call for bids. The design shall be economically feasible and aesthetically pleasing to the community. If the lowest responsible bid for the Project received by DISTRICT exceeds the final estimated construction cost prepared prior to the call for bids by 10% or more, DISTRICT shall, at its sole and exclusive discretion:
 1. Give written approval of an increase in such fixed limit; or
 2. Authorize rebidding of the Project within a reasonable time; or
 3. Cooperate with CONSULTANT in revising the Project scope and quality as required to reduce the construction cost.

In the case of (3), CONSULTANT shall, without additional charge, perform such redesign and other services as necessary to bring the construction cost within the fixed limit, provided the construction contract is bid within 6 months of final design submittal.

- b. CONSULTANT will promptly advise DISTRICT in writing if it finds that the Project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a suitable facility within these limitations. DISTRICT may authorize a change in the scope of the Project as required to reduce the estimated construction cost or alternate bid items may be included to adjust the estimated construction cost to the fixed limit and CONSULTANT shall perform such services as part of the base contract scope of services without additional compensation from DISTRICT.
- c. Statements of probable construction cost and detailed final estimate of construction cost prepared by CONSULTANT represents its best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither CONSULTANT nor DISTRICT has any control over the cost of labor, materials or equipment, contractors' methods of determining bid prices, competitive bidding, or market conditions. Accordingly CONSULTANT cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other cost estimate prepared by it. Provided, however, this paragraph 5.7(c) does not affect CONSULTANT'S obligations set forth in paragraph 5.7(a) and 5.7(b).
- d. The construction cost shall be the total cost or estimated cost to the

DISTRICT of all elements of the Project designed or specified by CONSULTANT.

- e. The construction cost shall include the cost at current market rates of labor and materials furnished by the DISTRICT and equipment designed, specified, selected or specially provided for by CONSULTANT, plus a reasonable allowance for CONSULTANT'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.
- f. Construction cost does not include the compensation of CONSULTANT and CONSULTANT'S consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the DISTRICT.

5.8 GENERAL STATEMENT OF CONSULTANT SERVICES

As may be necessary to accomplish the work described in Exhibit "A" – Statement of Consultant Services, CONSULTANT shall prepare and furnish to DISTRICT, complete and ready for use, all necessary studies, reports, preliminary sketches, estimates, working records and other drawings (including large scale details as required), and specifications; shall check shop drawings furnished by the construction contractor; shall furnish consultation and advise as requested by DISTRICT during construction (but not including the supervision of the construction work); and shall furnish all other architectural and engineering services; including, without limitations, those specified hereinafter and required in connection with the accomplishment of DISTRICT projects. It is agreed without limiting the generality of the foregoing that:

- a. CONSULTANT shall attend conferences with DISTRICT, which include evening meetings with the Fire Board, at critical phases of the work as necessary to accomplish the Project.
- b. CONSULTANT shall without additional fee, correct or revise the drawings, specifications or other materials furnished under this Agreement if DISTRICT finds that such revision is necessary to correct errors or deficiencies for which CONSULTANT is responsible.
- c. CONSULTANT shall perform any other services that may be agreed upon by the parties subsequent to the execution of this Agreement.
- d. If requested in writing by DISTRICT, CONSULTANT shall provide one or more project representatives to assist DISTRICT in the inspection of the construction contract progress. The fee for this service shall be subject to future negotiations.
- e. Unless otherwise provided in this Agreement, CONSULTANT and CONSULTANT'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.
- f. CONSULTANT shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among CONSULTANT'S promotional and professional materials. CONSULTANT'S materials shall not include the DISTRICT'S confidential or proprietary

information if the DISTRICT has previously advised CONSULTANT in writing of the specific information considered by the DISTRICT to be confidential or proprietary. The DISTRICT shall provide professional credit for CONSULTANT on the construction sign and in the promotional materials for the Project.

SECTION 6 – COMPENSATION PROVISIONS

Payment shall be made by DISTRICT only for services rendered and upon submission of monthly Progress Payment Requests. The amount of CONSULTANT'S compensation shall be based on Exhibit "D" – Schedule of Costs, up to the maximum amount set forth.

6.1 CONSULTANT'S FEES

a. Basic Services.

CONSULTANT'S fee and costs for the Scope of Work, Phases 1-7 identified in Exhibit "A" will be for a maximum amount of \$.

b. Additional Services to be Provided on an Hourly Basis.

Any additional work will be provided as Additional Services only after written authorization is received to commence those Additional Services. Additional Services will be billed on an hourly basis as shown in Exhibit "D".

c. Reimbursable Expenses.

Payment for reimbursable expenses of the CONSULTANT shall be made as part of the monthly progress payments for services rendered.

d. For Extra Work or Changes.

Payment for extra work or changes in the work not initiated by CONSULTANT and authorized in writing by DISTRICT shall be made upon submission by CONSULTANT of a statement of itemized costs covering such work. Prior to commencing such extra work or changes, CONSULTANT and DISTRICT shall agree upon an estimated not-to-exceed cost for such extra work. In no event shall CONSULTANT be paid for design work or change order preparation which is necessary because of CONSULTANT'S errors or oversights.

6.2 PAYMENT UPON SUSPENSION OR ABANDONMENT OF PROJECT

If the Project is suspended for more than four (4) months (120 days) or abandoned in whole or in part, CONSULTANT shall be paid its compensation for services performed prior to receipt of written notice from DISTRICT of such suspension or abandonment, together with additional and reimbursable expenses then due. If the Project is resumed after being suspended for more than four (4) months (120 days), any change in CONSULTANT'S compensation shall be subject to renegotiation and, if necessary, approval by the Fire Board. If this Agreement is suspended or terminated for fault of CONSULTANT, DISTRICT shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT'S services which are of benefit to DISTRICT.

SECTION 7 – CONSULTANT'S ACCOUNTING RECORDS

Accounting records including extra work and change orders shall be kept by CONSULTANT on a generally recognized accounting basis and shall be available to DISTRICT at mutually convenient times during the hours of 9:00 a.m. to 5:00 p.m. Monday

through Friday. Requests to review the records shall be made twenty-four (24) hours prior to review.

SECTION 8 – OWNERSHIP OF DOCUMENTS

8.1 Subject to the provisions of Paragraph 8.2 below, the original drawings, maps, plans, designs, records of survey, work data, specifications and other documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional services, are and shall be the property of DISTRICT whether the Project for which they are made is executed or not.

8.2 Upon termination under Section 5.3 of this Agreement and upon DISTRICT'S payment of the amount required to be paid thereunder, the originals and all drawings, calculations, specifications and similar documents become the property of DISTRICT, and CONSULTANT shall transfer them to DISTRICT upon request without additional compensation. DISTRICT shall have the right to utilize any completed or uncompleted drawings, estimates, specifications and other documents prepared hereunder by CONSULTANT; however, in the event of termination as described in Section 5.3(b) and (d), DISTRICT shall indemnify CONSULTANT against any loss which may be caused to CONSULTANT by such use and reuse.

8.3 The Drawings, Specifications and other documents prepared by CONSULTANT for this Project are instruments of CONSULTANT'S service for use solely with respect to this Project. CONSULTANT'S Drawings, Specifications or other documents shall not be used by the DISTRICT or others on other projects, for additions to this Project or for completion of this Project by others, unless CONSULTANT is indemnified, defended or held harmless by the DISTRICT for any reuse of CONSULTANT'S work.

SECTION 9 – INTEREST OF CONSULTANT

9.1 CONSULTANT INDEPENDENT OF DISTRICT

- a. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this Agreement, no subconsultant or person having such an interest shall be knowingly employed. CONSULTANT shall require that all such persons or subconsultants stipulate in writing that they have no such interest. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of DISTRICT.
- b. It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT, and any of its subconsultants or employees, shall at all times be considered independent contractors and not agents or employees of DISTRICT.

SECTION 10 - INDEMNITY

10.1 CONSULTANT'S DUTY TO INDEMNIFY

- a. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONSULTANT shall defend (with legal counsel reasonably acceptable to the DISTRICT), indemnify and hold harmless DISTRICT, its Board, commissions, officers, employees and agents (collectively "Indemnitees"), from and against any and all claims, loss, cost,

damage, injury (including, without limitation, injury to or death of an employee of CONSULTANT or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

- b. To the extent there is an obligation to indemnify under this Section 10, CONSULTANT shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONSULTANT'S negligence, recklessness, or willful misconduct.

10.2 LIABILITY OF THE DISTRICT

- a. The DISTRICT'S liability under this Agreement shall be limited to the payment of the compensation provided for in Section 6, Compensation Provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect

or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

- b. The DISTRICT shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by the DISTRICT. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless the DISTRICT from and against any and all claims for any damage or injury of any type, including attorneys' fees and expenses, and consultants' or experts' fees and expenses, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, the DISTRICT employees or third parties, or to property belonging to any of the above.
- c. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, and limitations of remedy expressed throughout this Agreement shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party[s] indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, or completion of Project. If CONSULTANT fails to perform any of these defense or indemnity

obligations, DISTRICT may in its discretion backcharge CONSULTANT for its costs and damages resulting therefrom and withhold such sums from payments due or other contract monies that may become due.

SECTION 11 – INSURANCE

CONSULTANT shall acquire and maintain Workers’ Compensation, employer’s liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT’S services to be performed hereunder covering DISTRICT’S risks in form subject to the approval of the DISTRICT’S General Counsel and DISTRICT’S Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

| <u>Insurance Category</u> | <u>Minimum Limits</u> |
|------------------------------|--|
| Workers’ Compensation | Statutory minimum |
| Employer’s Liability | \$1,000,000 per accident for bodily injury or disease |
| Commercial General Liability | \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage |
| Automobile Liability | \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT’S vehicle usage in performing services hereunder) |
| Professional Liability | \$2,000,000 per claim and aggregate |

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit “F”, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with

respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- a. Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- b. Naming the Coastside Fire Protection District, its Board, officers, commissions, employees and agents, as additional insureds; and
- c. Providing that CONSULTANT'S insurance coverage shall be primary insurance with respect to DISTRICT, its Board, officers, commissions, employees and agents, and any insurance or self-insurance maintained by DISTRICT for itself, its Board, officers, commissions, employees or agents shall be in excess of CONSULTANT'S insurance and not contributory with it.

SECTION 12 – WORKERS' COMPENSATION

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

SECTION 13 – AGREEMENT BINDING

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

SECTION 14 – NONASSIGNABILITY

14.1 PERSONAL SERVICES OF CONSULTANT

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted in whole or in part

by CONSULTANT without the prior written consent of DISTRICT.

SECTION 15 – WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 – COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such action.

SECTION 17 - NONDISCRIMINATION; PENALTY

17.1 DUTY OF CONSULTANT

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, national origin, ancestry, religion or sex. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, national origin, ancestry, religion or sex. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection

for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336), which prohibits discrimination on the basis of disability. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

17.2 PENALTY FOR DISCRIMINATION

- a. If CONSULTANT is found in violation of the non-discrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, DISTRICT shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of violation of contract under this section.
- b. If CONSULTANT is found in violation of the non-discrimination provision of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, CONSULTANT shall be found in material breach of this Agreement. Thereupon DISTRICT shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Two Hundred Fifty Dollars (\$250) for each

calendar day during which CONSULTANT is found to have been in such noncompliance as damages for said breach of contract or both.

SECTION 18 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

SECTION 19 – MEDIATION

Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith effort to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.

SECTION 20 – CONFLICT OF INTEREST

CONSULTANT may serve other clients, but none who are active within the Coastsides Fire Protection District or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.

SECTION 21 – NOTICES

All notices or documents hereunder specifically requested by the DISTRICT shall be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To DISTRICT: Coastside Fire Protection District
1191 Main Street
Half Moon Bay, CA 94019
Attention: Fire Chief

All correspondence to CONSULTANT shall be addressed to:

Attention: _____, Principal in Charge

SECTION 22 – ALL COVENANTS AND CONDITIONS

All provisions of this Agreement are expressly made conditions.

SECTION 23 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

23.1 This document represents the entire and integrated agreement between DISTRICT and CONSULTANT and supersedes all prior negotiations, representations, and agreements either written or oral.

23.2 This document may be amended only by written instrument, signed by both DISTRICT and CONSULTANT.

SECTION 24 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, DISTRICT and CONSULTANT have executed this Agreement the day and year first above written.

COASTSIDE FIRE PROTECTION
DISTRICT:

CONSULTANT FIRM:

Gary Burke

Date

Date

Board President

Attachments:

EXHIBIT "A" – STATEMENT OF CONSULTANT SERVICES

EXHIBIT "B" – WORK TO BE DONE BY OTHERS

EXHIBIT "C" – PROJECT SCHEDULE

EXHIBIT "D" – SCHEDULE OF COSTS

EXHIBIT "E" – KEY CONSULTANT STAFF AND SUBCONSULTANTS

EXHIBIT "F" – INSURANCE FORMS

EXHIBIT A

SCOPE OF WORK FOR FIRE STATION 44 REPLACEMENT PROJECT SERVICES

SCOPE OF WORK

General Requirements:

1. The consultant shall provide architectural design, documentation, bid, contract administration, and construction management support services for the replacement fire station project.
2. The consultant shall be responsible for submitting completed documents for review and approval by the County (permitting agency). Drawings required for this submittal shall include, but may not be limited to:
 - a. Site Plan
 - b. Schematic Floor Plan
 - c. Preliminary Utility Plan
 - d. Schematic Building Elevations
 - e. Conceptual Landscaping Plans
 - f. Exterior Color and Materials Sample Boards
 - g. A colored rendering of the station
3. Drawings will include color and material callouts, as well as colored building elevation drawings. No models are anticipated to be included in this submittal.
4. The consultant shall prepare construction documents and submit the final drawings to the County for permitting approvals.
5. The consultant shall be available for presentations to the board and during public meetings and present the design to various stakeholders. Proposal must assume at least three board meeting presentations and three community meeting presentations.
6. Make presentation to the Coastside Fire Protection District Board of Directors to describe project concept, design, and budget.
7. Make required modifications to schematic design to obtain schematic design approval.
8. After obtaining written approval of schematic design, proceed into design development.
9. Attend progress meetings with District staff as well as semi-regular coordination meetings.

Phase 1: Project Initiation

An organization and scoping meeting will be held with District staff:

1. Introduce the District staff to the consultant design team
2. Review objectives of the Project

3. Confirm overall Project Budget
4. Review scope of services
5. Confirm Project areas/boundaries
6. Collect available data, feasibility study materials, and published material
7. Prepare meeting and presentation schedule

Phase 2: Space Plan and Site Analysis Review

Analyze existing and built elements within the proposed project areas to guide design.

1. Natural Site Elements
 - a. Topographic Survey: The design consultant is responsible to have a topographic survey performed for the project site. Survey to provide information of grades to the nearest 0.1 ft., boundary lines, easements, existing vegetation, utility lines, manholes, valve cans, fences, curbs, sidewalks, streetlights, and other site elements that could impact the design.
 - b. Geotechnical Report: The design consultant is responsible to have a soils report produced for the project site.
2. Built Site Elements
 - a. Lighting Study: The design consultant is responsible to perform a lighting study for the existing and proposed site conditions.
 - b. Existing Infrastructure: Investigate and plan for all needed changes to existing site infrastructure.
 - c. Pedestrian & Bike Access: Review existing pedestrian and bike access to and through the sites.
 - d. Permits, agreements, and easements: Investigate all requirements for construction.
 - e. Create a checklist of all permits required and impacts to schedule related to these permits.
3. Develop design program based on meetings with District staff during Phase 1.
4. Refine existing feasibility study space programming based on project priorities, existing site elements and anticipated construction costs.
5. Discuss design approach in moving forward with multiple concepts for Phase 3.

Phase 3: Develop Concept Designs

Develop at least three concept designs for building construction and site development, base needs identified for the Fire Station Building and the most effective and efficient use of space in terms of space programming for the building. Concept designs will take into consideration the program and construction elements of the existing site. It is anticipated that during this task that there will be multiple meetings between the District and the Design Team. Finalized concept/schematic designs will include at minimum the following items:

1. Site layouts, renderings, and schematics.

2. Budget level cost estimates; itemized costs for budgeting purposes.
3. Finalized schedules and project milestones including bidding and construction schedules.
4. Based upon a mutually agreed-upon program for site development, define schedule, produce schematic level site plan, floor plan, elevations, sections, diagrams, and narratives to describe structural, mechanical, and electrical designs.
5. Consultant shall review, analyze, and identify environmental impacts, including but not limited to, removal of vegetation, demolishing curb, gutter, and pavement areas, visual, tree canopy, parking, lighting, and construction impacts. Consultant shall be responsible for providing all documentation relating to the physical attributes of the Project as it relates to meeting CEQA analysis and approval requirements.
6. Consultant shall review, analyze, and identify storm water infrastructure to comply with regulations relating to storm water.
7. Prepare selected concept for review by District and County:
 - a. Upon selection of final concept by the District staff, the consultant shall update and prepare a final concept design.
 - b. Final concept design shall be presented to the board.
 - c. Exterior renderings of the final concept design shall be prepared for the County Planning Commission, and other regulatory agencies, as needed.
 - d. Adjustments to the final concept design shall be made in coordination with District staff following the two previously listed meetings and as required by permitting agencies.
 - e. Final concept design, exterior renderings, and a concept level cost estimate shall be prepared and presented to the District staff.

Phase 4: Design Development

Facility Design Documents - 60% Submittal. The design consultant is to prepare construction floor plans, building elevation and site plan estimates and specifications for the Project. Plans to meet all ADA requirements and include all structural details and specifications for proposed work.

Construction Package to include (including manufacturer's specifications, where required):

1. Existing Site Survey Plan
2. Demolition and Tree Protection Plan
3. Grading & Drainage Plan & Details
4. Street and Sidewalk Improvement Plan
5. Layout Plan
6. Mechanical, plumbing, and electrical designs
7. Preliminary interior material and color boards for review and selection
8. Preliminary fixture and furniture selections
9. HVAC Plan & Details

10. Lighting Plan and Details
11. Electrical Plan and Details
12. Fire Sprinkler Plan and Details
13. Fire Station Alerting Details
14. Alarm Plan and Details
15. Irrigation Plan & Details
16. Planting Plan & Details (including any impacts to existing trees)
17. Parking and Lighting Plan & Details
18. Security Camera Plan & Details
19. Storm Water Pollution Prevention Plan
20. Storm Water Mitigation Plan and required calculations for the Project
21. Written specification Package
22. Construction cost estimate

The design consultant is to prepare a construction cost estimate based on the cost analysis prepared in Phase 3 and value engineering to ensure the Project remains within the construction budget. Consultant shall revise the project schedule to identify milestones.

At completion of this phase the plans may return to Planning Department or other permitting agencies, as required. This will depend on the significance of changes from the concept designs previously presented. Following these meetings, the consultant will be required to develop a phasing plan to budget requirements.

The design consultant shall submit 60% plans formally to the County and any other permitting agency, on behalf of the District for review. The District shall pay the County, or other permitting agency, directly for all permitting and design review fees. The consultant shall be responsible for completing all submission requirements. All comments from the review shall be incorporated in the 90% submittal.

Five (5) sets of 60% design plans for District and County review (11"x17"), five (5) sets of draft Technical Special Provisions and 60% level Construction Cost Estimate. Additionally, electronic sets of all 60% plans will be made available to the District.

Phase 5: Environmental Clearance

The Consultant shall prepare a California Environmental Quality Act (CEQA) analysis. The CEQA analysis should support the type of reporting warranted such as, exempt, Environmental Impact Report (EIR), negative mitigated declaration, or negative declaration. The District anticipates that an EIR will be filed and thus this item should be accounted for as part of the analysis. Deliverable includes CEQA analysis report and EIR.

Phase 6: Construction Documents

Prepare drawings and specifications suitable for bidding to clearly delineate the

Contractor's scope of work, including required civil, architectural, structural, mechanical, plumbing, electrical and landscape plans. Required demolition plans must be included, as well as plans for continuity of operations for on-site communications equipment. Construction documents will incorporate geotechnical requirements and recommendations for soil preparation, foundation, and paving design. Construction Documents Phase – 90% and 100% Submittals

1. Confer with District staff to respond to and address permitting and community comments on Design Development phase drawings.
2. Revise and complete the construction documents (drawings and specifications) to a 90% submittal stage, based on the comments on the Design Development submittal. This submittal will be reviewed for final plan check by permitting staff and should include, the 90% and 100% complete construction plans, specifications and estimates, all appurtenant information and design analyses required for building permits, if required, such as final structural calculations and technical information for any equipment or furnishings not previously reviewed. Except for printing and binding, the 90% complete construction documents, from a content viewpoint, should be ready for bidding with all technical specifications for site improvements, equipment and furnishings, value engineering, final cost estimate and phasing plan, 100% complete.
3. Final Statement of Probable Costs. A final statement of probable construction cost shall be prepared and submitted. This estimate shall be used as the District's estimate for bid comparisons and to establish the anticipated Construction Budget.
4. The design consultant shall submit applications for a Building Permit and any other required permits and shall be responsible for obtaining permit approval(s). The District shall pay permitting fees to permitting agencies directly. Consultant shall perform all required revisions to construction documents based on permitting departments' plan check comments and obtain all required permits.
5. Submit plans to local utility companies for review and obtain approvals, as needed. The District shall pay all utility application and permitting fees directly.
6. Five (5) sets of 90% design plans for District and County review (11"x17"), five (5) sets of draft Technical Special Provisions and 90% level Construction Cost Estimate. Additionally, electronic sets of all 90% plans will be made available to the District.

Construction Documents Phase – 100% Submittal/Bid Documents

1. Address final review and plan check comments from District staff, revise the construction documents, and furnish signed reproducible copies of the 100% complete construction documents (Plans, Estimates & Technical Specifications) ready for reproduction and binding for bidding purposes by the District. District staff will prepare and include the Notice Inviting Bids, Proposal Requirements and Instruction to Bidders, all required Proposal and Bond forms, and Conditions of the Contract.
2. Prepare or review bid schedule(s) in consultation with District staff.

3. Provide final original drawings and specifications use in the bid packages. Coordinate with and assist District in assembling bid packages.
4. Interpret and clarify contract documents for prospective bidders and assist in drafting bid packet addenda as required.
5. Attend a pre-bid walkthrough at the site with all interested prospective bidders.
6. Participate in bid opening, review contractor's detailed cost breakdown, and assist the District in evaluation of the bids.
7. Five (5) sets of 100% Plans, Specifications and Estimates (PS&E) for District and County review (11"x17" half size) and electronic submittal of the 100% PS&E. Additionally, electronic sets of all 100% plans will be made available to the District.

Phase 7: Basic Construction Observation and Contract Administration Services

This work shall consist of construction supervision and administration of the construction contract through the period of construction. The district anticipates an eighteen-month construction period, from contract award through punch-list inspection and project acceptance. However, the contract administration services shall extend until the end of the project, regardless of actual construction time. The following services shall be provided:

1. Consultant shall attend the District construction conferences with the contractors at a minimum of twice per month.
2. Interpret contract documents (including all sub-contractor disciplines) for proper execution and progress of construction, including responding to contractor's Change Order Requests and Requests for Information and clarification, and issue Architect's Supplemental Instructions.
3. Make one scheduled site visit every week during construction to observe the project and prepare site visit reports for the District.
4. Consultant shall visit the site, attend job meetings, and prepare meeting notes for the District at appropriate intervals for the purpose of becoming generally familiar with, and to keep the District informed about, the progress and quality of the completed portion of the work, and to determine if the work will be in accordance with the Contract Documents when completed. The consultant shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or the safety precautions and program in connection with the work since these are solely the Contractor's rights and responsibilities under the Contract Documents.
5. Consultant shall report to the District on any deviations from the Contract Documents and on the progress of the Project.
6. Consultant shall review and take appropriate action upon contractor's Requests for Information and submittals such as Shop Drawing, Product Data, and Samples, for the purpose of checking for visual design concept and conformance in a timely manner to enable construction to proceed on schedule.
7. Consultant shall review and approve all shop drawings or materials submittals.
8. Consultant may authorize minor changes in the work that are consistent with the

intent of the contract documents and do not involve an adjustment in the contract price and/or an extension of the contract time.

9. Consultant shall generate supplemental drawings and clarifications, if required, as a basic service.
10. Consultant shall provide all necessary architectural and other design services as required by the General Conditions of Contract for this Project, including submittal and shop drawing review, responding to Contractor requests for information, attendance at construction progress meetings, Project close-out, and other tasks that are referred to in the General Conditions of Contract for this Project.
11. Assist District in review of Contractor's initial and progress schedule. Assist in reviewing and processing contractor's progress payment requests and certifying the amounts due to the Contractor.
12. Consultant shall perform an inspection with the District, when requested by the Contractor, for the purpose of preparing a punch list of incomplete and/or unacceptable work for the District's review. Upon receiving notice from the Contractor that the punch list items are completed, consultant shall make a final inspection of the Project with the District for the purpose of signing off the completed punch list items in accordance with the requirements of the construction documents.

Additional Services

Additional services will be provided only as authorized in writing and on an hourly basis unless otherwise approved. Additional services must be brought to the attention of the District prior to commencement of the task and/or activity.

EXHIBIT B

WORK TO BE DONE BY OTHERS

The following work is anticipated to be required and is not included in the CONSULTANT'S scope of work:

- 1.

EXHIBIT C

PROJECT SCHEDULE

SCHEDULE

| | |
|-----------------------------|----------------------------|
| Design Contract Award | January 11, 2022 |
| Completion of bid documents | September 2023 (tentative) |
| Construction Contract Award | November 2023 (tentative) |
| Completion Construction | December 2025 (tentative) |

EXHIBIT D
SCHEDULE OF COSTS

EXHIBIT E

KEY CONSULTANT STAFF AND SUBCONSULTANTS

EXHIBIT F

INSURANCE FORMS FOR STATION 44 DESIGN SERVICES

CONSULTANT shall provide Certificates of Insurance and original Endorsements affecting the coverages specified in Section 11 - INSURANCE of the Agreement on the attached forms.

ATTACHED:

1. Certificate of Insurance
2. General Liability Endorsement
3. Automobile Liability Endorsement