



Coastside Fire Protection District

STAFF REPORT

TO: Honorable Board of Directors

FROM: Jean B. Savaree, District Counsel
Sean Rose, Project Manager

DATE: September 24, 2025

SUBJECT: **Resolution Amending the Agreements with PBK Architects, Inc. for Architectural Design Services for the Fire Station 44 Replacement Project and Temporary Station 44 Project**

Staff Recommendation

Staff recommends that the Board approve the attached proposed Resolution authorizing the District's Project Manager, Sean Rose, to execute two Additional Service Fee Proposals submitted by PBK Architects, Inc. ("PBK") that would amend the not-to-exceed compensation amounts and scopes of work for the Station 44 Replacement Project design work and the Temporary Station 44 design work.

Background

On February 22, 2023, the Board approved Resolution 2023-05, which awarded the Architectural Design Services Agreement for the Fire Station 44 Replacement Project to PBK in an amount not to exceed \$914,100. That Agreement, which is attached here as Attachment 2, contemplated that PBK would perform a seven-phase scope of work that would span from project initiation through the design and permitting stages and ultimately conclude with limited construction observation and administrative work in support of the project through its construction.

The Board also approved a site lease and a rental agreement for a modular building to serve as the Temporary Station 44 while the Permanent Station replacement is under construction. In order to ensure that the Temporary Station site design was according to code and could be permitted, the District was required to develop Planning and Building Documents for the Temporary Station. Due to the necessary coordination between the permanent Station 44 Replacement Project and Temporary Station 44 Project, and because the permitting of both projects was to run simultaneously, the District asked PBK for a cost proposal to provide this service. Ultimately, the District executed a Professional Services Agreement for Station 44 Temporary Facilities Plan with PBK in an amount not to exceed \$50,000 (attached here as Attachment 3).

Discussion

The permitting process for both the Permanent and Temporary Station 44 projects has taken longer than expected and required a number of design alterations that were not previously anticipated. Additionally, given the increased complexity of the Temporary Station 44 project, District staff believes it is wise to have PBK and its civil and electrical design subconsultants provide limited construction support (architectural, engineering, and administration) services on that project, which was not a service initially included in the Temporary Facilities Plan Agreement.

Given the delays in the permitting and design processes that were out of the control of both PBK and the District, PBK has issued an Additional Services Fee Proposal for the Permanent Station 44 Project, which is attached to the proposed Resolution (Attachment 1) as its Exhibit A. As noted in the Proposal, PBK has requested to increase the not-to-exceed amount of the Architectural Design Services Agreement by \$108,550, from \$914,100 to \$1,022,650. This amount reflects an added scope of work for extended architectural/engineering services due to the aforementioned extended permitting time, as well as the completion of a specialty retaining wall design and a supplemental geotechnical report necessary in order to design the specialty retaining wall that were not included in their original scope of work.

PBK also submitted an Additional Services Fee Proposal for the requested construction support services on the Temporary Station 44 project. That proposal is attached to the proposed Resolution as its Exhibit B. As shown on that proposal, PBK has requested that the Professional Services Agreement related to the Temporary Station be amended to include construction support services and that the not-to-exceed compensation be increased by \$9,000 from \$50,000 to \$59,000.

District staff and the District's project manager for the Station 44 Replacement Project have reviewed the two Additional Services Fee Proposals submitted by PBK and believe them both to be reasonable based on the amounts proposed and the justification as described above.

With the proposed amendments the total design fee percentages for both the temporary and permanent station would be well within the industry standard of ~8-15% of the construction cost (generally a lower percentage for larger projects, and a higher percentage for smaller projects). The updated design contract costs for the Permanent Station would constitute ~8.5% of the estimated project cost, which staff believes is a reasonable design percentage for a complex fire station of this size. The updated design cost for the Temporary Station would be ~9.5% of the project cost, which staff again finds reasonable for the size of project and the complexity that the County and utilities are requiring for the site.

Conclusion

Staff recommends that the Board approve the attached proposed Resolution, which would authorize the District's project manager to execute the two Additional Service

Fee Proposals from PBK, which would amend the scopes of work and the total compensation to be paid to PBK under the Architectural Design Services Agreement for the Fire Station 44 Replacement Project and Professional Services Agreement for Station 44 Temporary Facilities Plan.

Attachments

1. Proposed Resolution

Exhibit A: Additional Services Fee Proposal – Coastside Fire Station 44 Replacement Project

Exhibit B: Additional Services Fee Proposal – Coastside Fire Station 44 Temporary Facility

2. Architectural Design Services Agreement for the Fire Station 44 Replacement Project dated February 23, 2023

3. Professional Services Agreement for Station 44 Temporary Facilities Plan, dated December 18, 2023

ATTACHMENT 1 – Proposed Resolution

RESOLUTION NO. 2025-54

RESOLUTION OF THE COASTSIDE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AUTHORIZING THE PROJECT MANAGER FOR THE STATION 44 REPLACEMENT PROJECT TO EXECUTE ADDITIONAL SERVICE FEE PROPOSALS AMENDING THE SCOPES OF SERVICE AND COMPENSATION TO BE PAID TO PBK ARCHITECTS, INC. UNDER THE ARCHITECTURAL DESIGN SERVICES AGREEMENT FOR THE FIRE STATION 44 REPLACEMENT PROJECT AND THE PROFESSIONAL SERVICES AGREEMENT FOR STATION 44 TEMPORARY FACILITIES PLAN

WHEREAS, on February 22, 2023, the Board approved Resolution 2023-05, awarding the Architectural Design Services Agreement for the Fire Station 44 Replacement Project (“Permanent Station Agreement”) to PBK Architects, Inc. (“PBK”);

WHEREAS, the Permanent Station Agreement calls for PBK to lead the design and permitting processes for the Station 44 Replacement Project;

WHEREAS, on December 18, 2023, the District and PBK executed the Professional Services for Station 44 Temporary Facilities Plans (Temporary Station Agreement), which calls for PBK to develop Planning and Building Documents necessary to obtain permits for the Temporary Station 44 project;

WHEREAS, the design and permitting phases of the Permanent Station 44 Replacement Project have increased beyond the length of time expected for these phases of the project, which have caused PBK to expend more time than expected on these earlier phases of the project;

WHEREAS, PBK was asked to complete additional design and engineering work associated with a specialty retaining wall, which created additional project cost;

WHEREAS, PBK has issued the Additional Services Fee Proposal – Coastsides Fire Station 44 Replacement Project, attached hereto as Exhibit A, which requests to add to the scope of services under the Permanent Station Agreement at an added cost of \$108,550;

WHEREAS, District staff have reviewed the Additional Services Fee Proposal from PBK and believe it to be a reasonable and appropriate request;

WHEREAS, the District requested that PBK also provide a cost proposal to add construction support (architectural, engineering, and administrative) services to the Temporary Station Agreement, to ensure that PBK is available to assist with the Temporary Station project during its construction;

WHEREAS, PBK has issued a Additional Services Fee Proposal – Coastsides Fire Station 44 Temporary Facility, attached hereto as Exhibit B, which proposes to add construction support services to the scope of work under the Temporary Station Agreement at an added cost of \$9,000; and

WHEREAS, District staff have reviewed the Additional Services Fee Proposal for the Temporary Station Agreement from PBK and believe it to be a reasonable and appropriate request.

NOW, THEREFORE, BE IT RESOLVED by the Coastside Fire Protection District Board of Directors that the Additional Services Fee Proposal – Coastside Fire Station 44 Replacement Project (Exhibit A) and the Additional Services Fee Proposal – Coastside Fire Station 44 Temporary Facility (Exhibit B), which are both dated August 28, 2025, and which propose to add scope of work and additional compensation to the Architectural Design Services Agreement for the Fire Station 44 Replacement Project and the Professional Services for Station 44 Temporary Facilities Plans, respectively, are approved and the District’s project manager (Sean Rose) is authorized to execute them on the District’s behalf.

PASSED AND ADOPTED as a Resolution of the Coastside Fire Protection District at the regular meeting held on the 24th day of September 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Gary Burke, Board President

ATTEST:

Ryan West, District Secretary

EXHIBIT A - Additional Services Fee Proposal – Coastside Fire Station 44 Replacement Project

1327 Archer Street, Suite 110
San Luis Obispo, CA 93401
(805) 329-3076
PBK.com

August 28, 2025

VIA: Email



Mr. Sean Rose
Project Manager
Coastside Fire Protection District
1191 Main Street
Half Moon Bay, CA 94019

Re: Additional Services Fee Proposal – Coastside Fire Station 44 Replacement Project

Dear Mr. Rose:

On behalf of PBK, we sincerely appreciate the opportunity to continue supporting the ongoing Fire Station 44 Replacement project for the Coastside Fire Protection District. As the project progresses, we recognize that the project schedule has been extended beyond the original contracted duration, resulting in additional effort for project management, coordination, and production across phases. This Add Service Request reflects the additional time spent beyond the original agreement calculated on an hourly basis, as well as costs associated with additional engineering and geotechnical investigation associated with the specialty retaining wall design.

I. SCOPE OF ADDITIONAL WORK:

The Scope of Work for the additional services shall include the following:

- A. Fire Station 44:
 - a. Extended Architectural / Engineering services due to extended length of design / permitting phase.
 - b. Specialty retaining wall design (specialty foundations / structural systems were excluded from initial contract).
 - c. Supplemental geotechnical investigation and report (to investigate soil and geological conditions in the vicinity of the proposed retaining walls as required by retaining wall structural engineers).

II. SCHEDULE COMPARISON MATRIX:

Phase	Contracted Duration	Actual Duration	Difference (Days)
Schematic Design	96	148	+52*
Design Development	65	308	+243*
Construction Docs	149	194	+45
Agency Approval	71	193	+122**
Total	381	843	+462

*Extension in SD / DD phase is associated with extended planning review / approval

**Extension in Agency Approval phase associated with Building Department review / approval. Review is still ongoing as we have still not received initial first round comments.

III. COMPENSATION:

- A. **Fee Calculation:** Compensation for Additional Services to facilitate execution of the remainder of the project as noted above shall be based on hourly extended A/E services,

and direct cost for retaining wall specialty engineering and supplemental geotechnical study as follows:

B. **Fee:** The total A/E fee is One Hundred Eight Thousand, Five Hundred Fifty Dollars (\$108,550).-The total A/E fee breakdown shall be as follows:

a. Extended A/E Services (See hourly calculation below): \$72,050

Position	Days	Hours	Rate	Fee
Principal	462	90	\$260	\$23,400
Project Manager	462	110	\$190	\$20,900
Project Designer	462	150	\$185	\$27,750
				<u>\$72,050</u>

b. Supplemental geotechnical report (Direct): \$16,500


c. Specialty retaining wall design (Direct): \$20,000

Total: **\$108,550**

We extend our sincere thanks to the Coastside Fire Protection District for your continued partnership. If you have any questions or need additional information, please don't hesitate to contact me at (916) 420-2578. I'm always happy to assist.

Sincerely,

Approved by:



PBK Name
Associate Principal, PBK
District

Sean Rose
Project Manager, Coastside Fire Protection

cc: Stephanie Quintero, PBK

EXHIBIT B - Additional Services Fee Proposal – Coastside Fire Station 44 Temporary Facility

1327 Archer Street, Suite 110
San Luis Obispo, CA 93401
(805) 329-3076
PBK.com

August 28, 2025

VIA: Email



Mr. Sean Rose
Project Manager
Coastside Fire Protection District
1191 Main Street
Half Moon Bay, CA 94019

Re: Additional Services Fee Proposal – Coastside Fire Station 44 Temporary Facility

Dear Mr. Rose:

On behalf of PBK, we sincerely appreciate the opportunity to continue supporting the ongoing Fire Station 44 Temporary Facility project for the Coastside Fire Protection District.

I. SCOPE OF ADDITIONAL WORK:

The Scope of Work for the additional services shall include the following:

- A. Fire Station 44 Temporary Station:
 - a. **Construction Administration**

II. SCOPE OF SERVICES:

The Services to be performed by PBK will be executed as follows:

Temporary Fire Station:

- A. Provide Construction Administration services for the above-mentioned scope of work.
 - a. Basic services consultants include: Architectural, Civil, Electrical
 - b. Basic Construction Administration scope of work including:
 - i. Submittal Log & Review
 - ii. RFI Review & Response
 - iii. Site Visits as needed (not to exceed 3)
 - iv. Pay Application Review
 - v. Change Management Including PCO review / processing and issuance of clarifications as needed.
 - vi. Close-Out

III. COMPENSATION:

- A. **Fee Calculation:** Compensation for Additional Services to facilitate execution of the remainder of the project as noted above shall be based on the fixed fee as follows:
- B. **Fee:** The total A/E fee is Nine Thousand Dollars (\$9,000).-The total A/E fee breakdown shall be as follows:
 - a. FS 44 Temporary Facility – Construction Administration Services: \$9,000

Fees will be billed monthly in accordance with the work completed.

We extend our sincere thanks to the Coastside Fire Protection District for your continued partnership. If you have any questions or need additional information, please don't hesitate to contact me at (916) 420-2578. I'm always happy to assist.

Sincerely,

Approved by:



Austin Duncklee
*Associate Principal, PBK
District*

Sean Rose
Project Manager, Coastside Fire Protection

cc: *Stephanie Quintero, PBK*

ATTACHMENT 2 - Architectural Design Services Agreement for the Fire Station 44
Replacement Project dated February 23, 2023

ARCHITECTURAL DESIGN SERVICES AGREEMENT FOR THE FIRE STATION 44
REPLACEMENT PROJECT

THIS AGREEMENT, made and entered into this 23rd day of February, 2023, by and between the COASTSIDE FIRE PROTECTION DISTRICT, hereinafter referred to as "DISTRICT," and PBK Architects, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, DISTRICT desires to replace its Fire Station No. 44 and requires architectural design and project administration services; 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 through its proposal in response to the DISTRICT's Request for Proposals and 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 FIRE CHIEF

The term "Fire Chief" means the duly appointed Deputy Fire Chief of the Coastsides Fire Protection District, California, or his designated representative.

1.2 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" – 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.

2.3 EXHIBIT "C" – PROJECT SCHEDULE

The Project Schedule is the time frame by which CONSULTANT will 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" – INSURANCE FORMS

All required certificates of insurance and endorsement as required herein shall be provided by CONSULTANT to DISTRICT prior to the start of work on the project.

SECTION 3 – PROJECT COORDINATION

3.1 DISTRICT

The Fire Chief or his representative, is hereby designated as the PROJECT MANAGER for the DISTRICT and shall supervise the progress and execution of this Agreement.

3.2 CONSULTANT

Bill Louie is designated as the PROJECT DIRECTOR for CONSULTANT. Austin Duncklee is 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 services to be provided are architectural design and project administration services for the DISTRICT's Fire Station 44 Replacement Project.

4.2 The Scope of Work to be executed by CONSULTANT is 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 "B". 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 "B". 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 option 3, above, 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 contractor's overhead and profit. In addition, a

reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

- 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. 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.
- e. 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 \$819,100.00.

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. The reimbursable expenses for Site Specific Services allowed are included in Exhibit "D" and shall collectively not exceed \$95,000.00.

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 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.

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:

Insurance Category

Minimum Limits

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, and to be included hereto as Exhibit "E," CONSULTANT shall furnish, on form(s) acceptable to the DISTRICT, 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 ensure 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 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:

To CONSULTANT PBK Architects, Inc.
 1110 Iron Point Road, Suite 200
 Folsom, CA 95630
 Attention: Bill Louie, 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.

DISTRICT:


Jonathan Cox (Feb 27, 2023 13:59 PST)

Jonathan Cox
Deputy Fire Chief

Feb 27, 2023

Date

CONSULTANT:



Bill Louie
Principal

Feb 27, 2023

Date

Attachments:

EXHIBIT "A" – STATEMENT OF CONSULTANT SERVICES

EXHIBIT "B" – KEY CONSULTANT STAFF AND SUBCONSULTANTS

EXHIBIT "C" – PROJECT SCHEDULE

EXHIBIT "D" – SCHEDULE OF COSTS

EXHIBIT "E" – 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

KEY CONSULTANT STAFF AND SUBCONSULTANTS

CONSULTANT designates the following key personnel who will be engaged in the work required under Exhibit A:

BILL LOUIE, Architect, AIA, Principal

Bill will serve as the Principal-in-Charge and Project Architect for the duration of the project. Bill completed his first fire station in 1986 and has completed more than 30 essential service facilities since. Bill will be the primary day-to-day contact and will be working closely with the Project Committee and all members of the PBK consulting team. Bill will manage the contract agreement and monitor scope, budget, and schedule requirements.

MAX MEDINA, Architect, AIA, Principal

Max will serve as Co-Principal and Technical Advisory Director for the duration of the project. He brings over 30 years of experience in the public service sector and has completed numerous facilities. Max and Bill have been working together for over 35 years focusing on mainly public service facilities and educational facilities.

JEFFERSON YU, Senior Project Manager

Jeff will serve as the in-house Project Manager and will be actively involved in all aspects of the project. Jeff will primarily be responsible for assisting in the verification of field conditions, and preparation of required graphic material, reports, charts, and other documents to support the engineering consultant team. Jeff will manage the consultant engineering team in preparation of final construction documents and approvals.

AUSTIN DUNCKLEE, Architect, Project Manager

Austin will serve as a key member of the design phase assisting in the verification of field conditions, and preparation of required graphic material, reports, charts, and other documents to support the engineering consultant team.

CONSULTANT has identified the following subconsultants that will provide services in support of and at the direction of CONSULTANT:

CIVIL ENGINEERING

MCR Engineering
1242 Dupont Court
Manteca, CA 95336
(209) 239-6229

STRUCTURAL ENGINEERING

MLA Structural Engineers
1132 Suncastr Lane, Suite 6
El Dorado Hills, CA 95762

(916) 941-2425

LANDSCAPE ARCHITECT

Wilson Design Studio Landscape Architecture (WDSLA)
1631 Alhambra Boulevard, Suite 100
Sacramento, CA 95816
(916) 524-5614

MECHANICAL & PLUMBING ENGINEERING

Pocock Design Solutions
14451 Chambers Road, Suite 210
Tustin, CA 92780
(949) 417-3903

ELECTRICAL ENGINEERING

A & F Engineering Group
9320 Baseline Road, Suite C
Rancho Cucamonga, CA 91701
(909) 941-3008

COST ESTIMATING

Silva Cost Consulting
1521 Corporate Way, Suite 210
Sacramento, CA 95831
(916) 444-1130

ORGANIZATION CHART

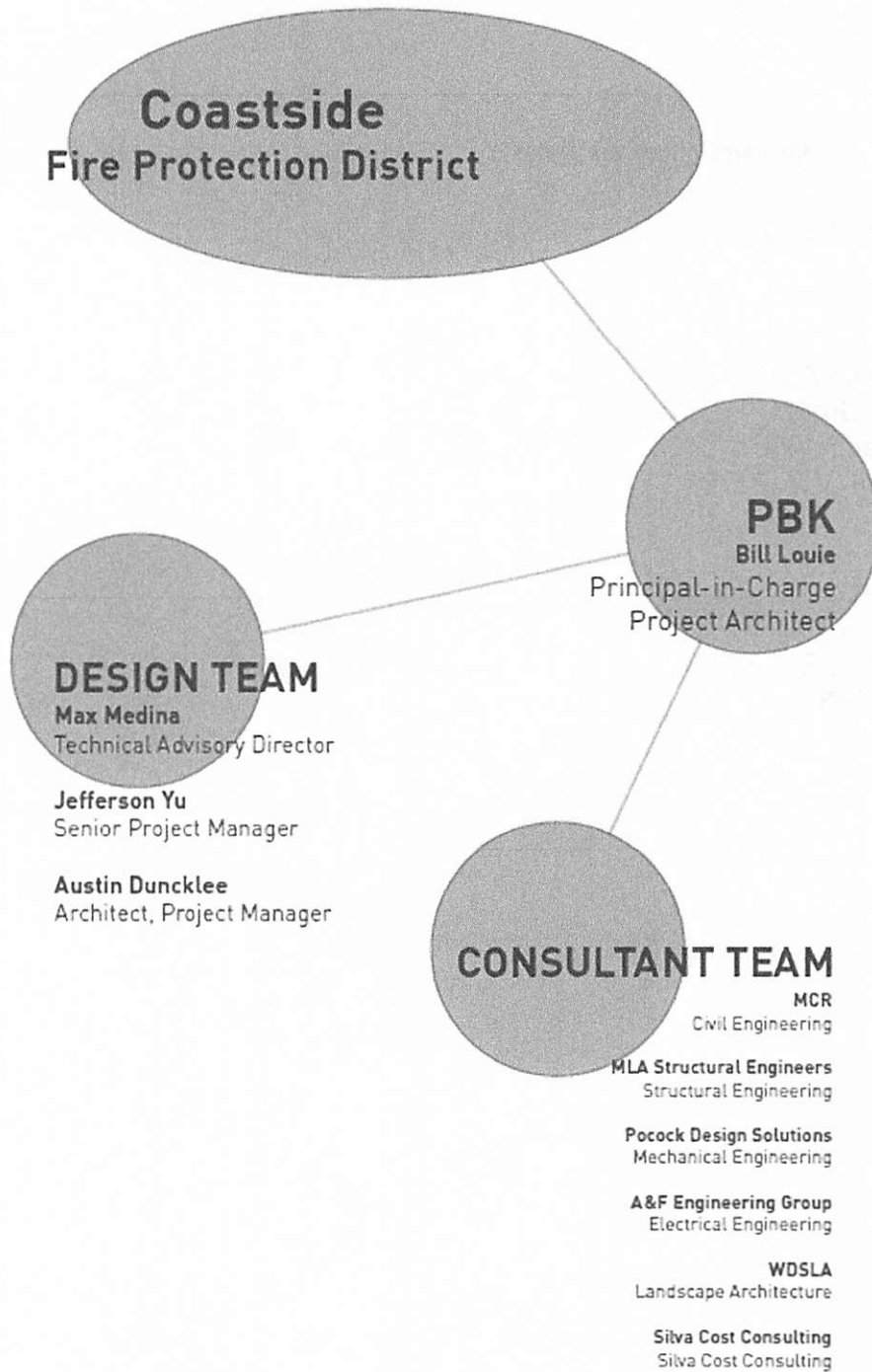


EXHIBIT C
PROJECT SCHEDULE

Preliminary Project Schedule



This preliminary project schedule assumes a Design Contract Award date on February 22, 2023. The schedule follows the District's itemized phase of services. Some activities listed are overlapping and not sequential. Our schedule does hit the District's target tentative completion date of December 2025.

Phase Description	Duration	Start	Completion
1.0 Project Initiation	14		
1. Project kickoff meeting			3/17/2023
2. Review project objectives and scope of services	7	3/17/2023	3/24/2023
3. Confirm project budget and schedule	14	3/17/2023	3/31/2023
4. Collect all available project data, materials, reports, etc.	14	3/17/2023	3/31/2023
2.0 Space Plan and Site Analysis Review	29		
1. Topographic survey	30	3/24/2023	4/23/2023
2. Geotechnical soils report	40	3/24/2023	5/3/2023
3. Conduct detailed site analysis	14	4/1/2023	4/15/2023
4. Identify surface and sub-surface conditions	14	4/1/2023	4/15/2023
5. Develop a final space program	21	4/1/2023	4/22/2023
6. Strategize approach to site layout options	7	4/15/2023	4/22/2023
3.0 Conceptual and Schematic Design	96		
1. Prepare site layout options	14	4/23/2023	5/7/2023
2. Confirm preferred site design layout	7	4/30/2023	5/7/2023
3. Prepare floor plan layout options	14	5/8/2023	5/22/2023
4. Confirm preferred floor plan layout	7	5/15/2023	5/22/2023
5. Prepare exterior building design options	21	5/23/2023	6/13/2023
6. Confirm preferred exterior design	7	6/6/2023	6/13/2023
7. Prepare design narrative for all building systems	14	6/7/2023	6/21/2023
8. Civil design (grading, utility, stormwater)	14	6/7/2023	6/21/2023
9. Prepare final concept design package	7	6/14/2023	6/21/2023
10. Update project schedule and prepare cost estimate	7	6/14/2023	6/21/2023
11. Present design to all regulatory agencies	21	6/22/2023	7/13/2023
12. Modify design as necessary and prepare final conceptual design for City approval	14	7/14/2023	7/28/2023
4.0 Design Development (60% Submittal)	65		
1. Develop Building Systems (structural, mechanical, plumbing, electrical, fire protection, security system)	50	7/29/2023	9/17/2023
2. Prepare all site improvement design plans	50	7/29/2023	9/17/2023
3. Prepare outline specifications	14	9/3/2023	9/17/2023
4. Update project schedule	14	9/3/2023	9/17/2023
5. Update cost estimate	50	7/29/2023	9/17/2023
6. Submit progress and final set for review	14	9/18/2023	10/2/2023

Phase Description	Duration	Start	Completion
5.0 Environmental Clearance	90		
1. Prepare formal CEQA and EIR	90	7/29/2023	10/27/2023
6.0 Construction Documents (90% and 100% Submittal) and Bid Assistance	275		
1. Review DD phase drawing submittal comments	7	10/3/2023	10/10/2023
2. Prepare 90% construction drawings	80	10/11/2023	12/30/2023
3. Prepare 100% construction drawings	60	12/31/2023	2/29/2024
4. Prepare final project specifications	28	2/1/2024	2/29/2024
5. Prepare final cost estimate	28	2/1/2024	2/29/2024
6. 1st Cycle Plan Check	30	3/1/2024	3/31/2024
7. Respond to Review Comments and Resubmit	14	4/1/2024	4/15/2024
8. 2nd Cycle Plan Check	14	4/16/2024	4/30/2024
9. Respond to 2nd Cycle Comments and Resubmit	10	5/1/2024	5/11/2024
10. Approval Permit Set			5/11/2024
11. Advertise for Bids, Pre-Bid Conf, Addenda	30	5/12/2024	6/11/2024
12. Open Bids / Assist in Bid Review	7	6/12/2024	6/19/2024
13. Notice to Award	14	6/20/2024	7/4/2024
7.0 Construction Administration	537		
1. Contract Execution / Mobilization	30	7/5/2024	8/4/2024
2. Construction	460	7/21/2024	10/24/2025
3. Punch List / Final Completion	60	10/25/2025	12/24/2025

Prepared By:



BILL LOUIE
Architect, AIA
Principal
email: bill.louie@pbk.com



EXHIBIT D

SCHEDULE OF COSTS

Pursuant to Section 6 of the Agreement, CONSULTANT fee for all services shall not exceed \$819,100.00 as detailed below. Total compensation paid to CONSULTANT, including Reimbursable Expenses for site specific services, shall \$914,100.00 (\$819,100.00 CONSULTANT fixed fees; \$95,000.00 in Site Specific Reimbursable Services).

BASIC ARCHITECTURAL SERVICES		
Phase 1	Project Initiation	\$ 16,400.00
Phase 2	Space Plan and Site Analysis Review	\$ 65,500.00
Phase 3	Conceptual and Schematic Design	\$ 90,100.00
Phase 4	Design Development	\$ 106,500.00
Phase 5	Environmental CEQA	\$ 24,600.00
Phase 6	Construction Documents and Bid	\$ 352,200.00
Phase 7	Construction Observation and Contract Administration	\$ 163,800.00
TOTAL (Lump Sum Fixed Fee)		\$ 819,100.00

Requested Site Specific Reimbursable Services

Topographic Site Survey	\$ 25,000.00
Geotechnical Investigation and Report	\$ 30,000.00
Environmental CEQA	\$ 40,000.00

Reimbursable Expenses

General copies for progress reviews, travel costs and mail are covered under our proposed fixed fee. Bulk copies for bid set distribution or City internal staff distribution shall be billed at direct cost with no markup.

Invoicing

Our invoicing will occur at monthly intervals until completion of all services. The format will be itemized by work phase tasks and billed at completion of each task for that month.

Excluded Services

- Hazardous materials assessment and abatement of existing building
- Special foundation design (such as mat slab, piers, caisson)
- Solar array system design and details
- Noise studies and measurement
- Street improvements beyond project frontage
- Traffic study
- LEED registration, certification, and commissioning
- Hydrology report, SWPPP or NOI plan
- Security intrusion alarm system
- Video surveillance system

PBK Hourly Rate Schedule

ROLE	RATE
Principal in Charge	\$260.00
Design Director	\$220.00
Senior Project Manager	\$210.00
Senior Project Architect	\$210.00
Project Manager	\$190.00
Project Architect	\$185.00
Project Leader / Technical Leader	\$155.00
Project Coordinator	\$140.00
Architectural Intern / Designer	\$130.00
Intern	\$100.00
Senior Project Designer	\$200.00
Project Designer	\$185.00
Design Leader	\$140.00
Designer II	\$135.00
Designer	\$110.00
Senior Educational Facilities Planner	\$230.00
Facilities Planner	\$185.00
Senior Construction Administrator	\$210.00
Construction Administrator	\$175.00
Sustainable Designer	\$160.00
Specification Writer	\$185.00
Agency Compliance	\$110.00
Cost Estimator	\$210.00
Clerical / Office	\$110.00

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

ATTACHMENT 3 - Professional Services Agreement for Station 44 Temporary Facilities Plan,
dated December 18, 2023

PROFESSIONAL SERVICES AGREEMENT
FOR
STATION 44 TEMPORARY FACILITIES PLANS

This Agreement is made and entered into as of the 18th day of December, 2023, by and between the Coastside Fire Protection District hereinafter called "DISTRICT" and PBK Architects, Inc., hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONSULTANT to provide professional services in the DISTRICT;
- B. That CONSULTANT is qualified to provide such services to the DISTRICT and;
- C. That the DISTRICT has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONSULTANT for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of DISTRICT to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

3. Compensation; Expenses; Payment. DISTRICT shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of fifty thousand dollars (\$50,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the DISTRICT Fire Chief (for contracts less than \$25,000) or DISTRICT Board (for contracts \$25,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to DISTRICT, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event DISTRICT desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the DISTRICT Fire Chief (for contracts less than \$25,000) or DISTRICT Board (for contracts \$25,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the DISTRICT shall rely on such skills of the

CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the DISTRICT.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to DISTRICT of DISTRICT's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless DISTRICT, its Board, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, DISTRICT, its Board, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify Coastside Fire Protection District, its Board, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. 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 Attorney and/or 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)
¹ Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the DISTRICT as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

¹ Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is NOT required for this agreement. Recommended _____
[Project Manager] Approved _____ [Risk Manager]

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the DISTRICT prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, 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, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to Coastside Fire Protection District, its Board, officers, employees, and agents, and any insurance or self-insurance maintained by DISTRICT for itself, its Board, officers, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from DISTRICT's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DISTRICT, to the extent required by this Agreement, before the DISTRICT's insurance or self-insurance may be called upon to protect DISTRICT as a named Insured.

All self-insured retentions (SIR) must be disclosed to DISTRICT for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that

the SIR may be satisfied by either the named CONSULTANT/Named Insured or DISTRICT.

DISTRICT reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the DISTRICT at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he 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 he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. 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 by public entities. 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.

15. **Notice.** All notices required by this Agreement shall be given to the DISTRICT and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

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

CONSULTANT: PBK Architects, Inc.
1110 Iron Point Road, Suite 200
Folsom, CA 95630
Attention: Bill Louie, Principal in Charge

16. **Non-Assignment.** This Agreement is not assignable either in whole or in part.
17. **Amendments.** This Agreement may be amended or modified only by written agreement signed by both parties.
18. **Validity.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. **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.
20. **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 attempt 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.
21. **Conflict of Interest.** CONSULTANT may serve other clients, but none who are active within the DISTRICT's service area or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. **Entire Agreement.** This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

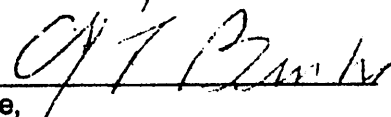
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

COASTSIDE FIRE PROTECTION DISTRICT

Dated: 12/12/23


Jonathan Cox, DISTRICT Assistant Fire Chief

Dated: 12/12/23.


Gary Burke,
Fire Board President
(for contracts \$25,000 or more)

APPROVED AS TO FORM

Dated: Dec 12, 2023


jean.savaree (Dec 12, 2023 12:00 PST)
Jean Savaree, DISTRICT Attorney

CONSULTANT

Dated: 12/11/2023


Bill Louie, Principal

EXHIBIT A
SCOPE OF WORK AND SCHEDULE
FOR
STATION 44 TEMPORARY FACILITIES PLANS

Develop Planning and Building Documents for a Temporary Fire Station Facility. Plans should include the following:

- A manufacturer spec sheet of the pre-fab structures. The specs to include color, height, roof etc.
- Floor plan that identifies bathroom and kitchen locations and configurations.
- Site plan to show the driveway and parking areas, floor area, lot coverage, and sewer/water connections.
- Provide the number of occupants/employees.
- Provide information on the hazardous materials to be stored on-site.
- Provide a drainage plan.
- Identify lighting on plans and provide lighting specs.
- Site Restoration plan.
- Grading volume.
- Geotechnical report (May be required; to be confirmed with the building official).
- Renting a Mobile Modular building 24x60 4 bed, 2 bath. Contact Alex Sufi, cell 510-690-7350, alex.sufi@mobilemodular.com.
- Adding the following items as well:
 - ADA ramp.
 - Fire sprinkler system.
 - Steps to entry.
 - A 24x40-foot temp shop.

Plans are to be completed within six (6) months of Agreement start date.

EXHIBIT B
CONSULTANT'S FEE SCHEDULE



HOURLY BILLING RATES

Principal in Charge	\$260.00
Design Director	\$220.00
Senior Project Manager	\$210.00
Senior Project Architect	\$210.00
Project Manager	\$190.00
Project Architect	\$185.00
Project Leader / Technical Leader	\$155.00
Project Coordinator	\$140.00
Architectural Intern / Designer	\$130.00
Intern	\$100.00
Senior Project Designer	\$200.00
Project Designer	\$185.00
Design Leader	\$140.00
Designer II	\$135.00
Designer	\$110.00
Senior Educational Facilities Planner	\$230.00
Facilities Planner	\$185.00
Senior Construction Administrator	\$210.00
Construction Administrator	\$175.00
Sustainable Designer	\$160.00
Specification Writer	\$185.00
Agency Compliance	\$110.00
Cost Estimator	\$210.00
Clerical / Office	\$110.00

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form