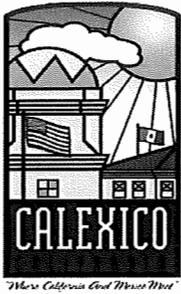


ITEM NO. 6 - PART I

**AGENDA
ITEM
06**



AGENDA STAFF REPORT

DATE: December 5, 2018

TO: Mayor and City Council

APPROVED BY: David Dale, City Manager 

PREPARED BY: Diego Favila, Fire Chief 

SUBJECT: Award Proposal and Authorize the City Manager to Sign Agreement of Professional Services with 10 Over Studio for Architectural Services, Permitting, Bid Assistance, and Construction Administration based on Qualifications for New Fire House at 430 East 5th street.

=====

Recommendation:

Award Proposal and Authorize the City Manager to Sign Agreement of Professional Services with 10 Over Studio for Architectural Services, Permitting, Bid Assistance, and Construction Administration based on Qualifications for New Fire House at 430 East 5th street.

Background:

In June 2012 the City of Calexico funded a building inspection and feasibility study of the fire house facilities located at 430 East 5th Street. The City hired RPM Design Group and City Gate Associates LLC to perform the feasibility study. The study revealed that the Fire House was in need of major renovations and recommended a new Fire House. It was recommended and approved by Council to move forward with plans for a new Fire House. The Fire House Project continued over the years at a ginger pace for various reasons. The next step in the process was to move forward with the conceptual design using the existing fire house and courthouse sites as the location of the future build. In November 2016, the City Council approved 10 Over Studios to proceed with the conceptual design. With the conceptual design completed the City performed a RFP for Architectural services for the new Fire House.

Discussion & Analysis:

The City of Calexico recently requested proposals from qualified and experienced Architectural Services for a New Fire Station. On November 15, 2018 the Office of the City Clerk received six (6) proposals from the following firms.

1. Rob Wellington Quigley, FAIA
2. Jeff Katz Architecture
3. Ten Over Studio



4. Holt Architecture
5. STK Architecture
6. Niklaus Engineering, Inc

After receipt of all proposals, the evaluation committee conducted an evaluation of the written proposals and ranked them accordingly. The firm that scored the highest was 10 Over Studio; therefore, the evaluation committee recommends that the City Council of the City of Calexico Award Proposal and Authorize the City Manager to sign Agreement of Professional Services with 10 Over Studio for Architectural Services, Permitting, Bid Assistance, and Construction Administration based on Qualifications for New Fire House at 430 East 5th street.

Fiscal Impact:

Budgeted item for FY 2018-2019
Measure "H" Fire Station bond \$ 489,175.00

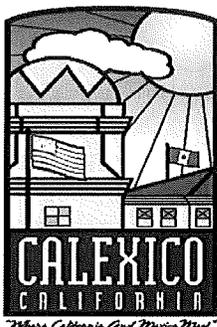
Coordinated with:

Calexico Fire Department
Public Works Department

Attachment:

1. RFP for Architectural Services.
2. Request for Proposals Architectural Services for A New Fire Station Addendum No. 1
3. Professional Services Agreement
4. 10 Over Studio Fee Schedule
5. 10 Over Studio Proposal

CITY OF CALEXICO FIRE DEPARTMENT



REQUEST FOR PROPOSALS

ARCHITECTURAL SERVICES FOR A NEW FIRE STATION

Fire Department Headquarters:

430 E. Fifth Street
Calexico CA, 92231
(760) 768-2150
FAX (760) 768-2153

Submit proposals to:

Office of the City Clerk
City Hall
City of Calexico
608 Heber Avenue
Calexico, CA 92231

October 2018

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ATTACHMENTS

Attachment A – Sample of the Standard Professional Services Contract

SECTION I – GENERAL INFORMATION

The City of Calexico is requesting proposals from qualified firms interested in providing architectural services for the design of a new replacement facility for the Fire Headquarters Station.

Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the City of Calexico, hereinafter referred to as "City." The engineering consultant entity is hereinafter referred to as "Consultant." The contract will be regulated according to the provisions of all Federal, State and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code.

Late, emailed or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

Copy of the Request for Proposal can be obtained at the office of the City Clerk, City of Calexico, 608 Heber Avenue, Calexico, California 92231 or by visiting the City of Calexico website at:

<http://www.calexico.ca.gov/?SEC=D59DFDD0-BC66-4296-8CBD-7180020D22DE>

Consultant will be required to obtain a City of Calexico Business License once proposal is awarded.

SECTION II – PROJECT DESCRIPTION

The City of Calexico has prepared a conceptual drawing of the site plan for the proposed fire station. The City intends to construct a one-story, single company fire station that is approximately 9,000 square feet total. The existing fire station shall be demolished and replaced with a new station. The replacement fire station shall complement the surrounding public safety and civic facilities. The station should be easily recognized as a public safety facility. Seismic isolation from the Police Department building shall be necessary.

The fire station shall have three apparatus bays with full drive-through access. The apparatus support spaces shall include the turnout storage, EMS, decon, workshop, and hose storage. The station shall be capable of housing up to six firefighters including gender neutral bunk rooms and restrooms, dayroom, kitchen, dining, fitness and support spaces.

Exterior requirements shall include a radio tower, emergency standby generator, hose wash rack, flag pole, outside patio and BBQ area, and parking for a minimum of 12 vehicles.

The City has \$6,051,013 budgeted for the project. The concept project as presented in January 2015 resulted in a project cost that exceeded the budget. The concept was revised until the base bid estimated cost is within the City's budget. The City is looking at possible grants to complete the complete project. Therefore, the project documents shall include a base bid and additive bid item. The base bid shall include

the one-story fire station (approximately 6,900 s.f.) with the three apparatus bays and apparatus support spaces as described above. The additive bid item shall include the cold shell living quarters (approximately 2,100 s.f.). The City anticipates substantial construction completion of the station by December 2019.

Project Goals and Outcomes

Base Bid

- Continue using the existing courthouse for fire administration and firefighter living quarters during design and construction.
- Temporary apparatus bays and support spaces adjacent to the courthouse.
- New construction of apparatus bays and support spaces.
- No modifications to the existing courthouse.
- Continue to use existing courthouse for fire administration and firefighter living quarters.

Base Bid plus Bid Alternate

- Same as above, including the new construction of firefighter living quarters (Cold Shell Living Quarters).

SECTION III – SCOPE OF CONSULTANT SERVICES

If selected, the Consultant's scope of work will be expected to include:

1. Full architectural and engineering services to obtain building permit approvals.
2. Detailed project schedule from schematic design through the completion of construction.
3. Plans and specifications submitted for City review at the following milestones;
 - a. Schematic Design
 - b. Design Development
 - c. 90% Construction Documents
 - d. 100% Construction Documents
4. Detailed construction cost estimate at each milestone.
5. Assistance during the public bidding phase.
6. Attend meetings as needed for design review, pre-bid, and pre-construction.
7. Construction Administration to include job site meetings and observations with;
 - a. Assist with answering RFI's
 - b. Attend 2 construction meetings per month
 - c. Review of contractor submittals

- d. Review of potential change orders
- e. Prepare contract change order documents, as required
- f. Punch-list site walk
- g. Prepare as-built drawings

All drawings, reports, data, and other documents prepared by the Consultant according to the scope of work shall be submitted to the City for their review and approval. Resulting work products of the Consultant pursuant to this solicitation shall be provided in both print and digital format and shall become property of the City.

SECTION IV – SUBMISSION OF STATEMENT OF PROPOSALS

MINIMUM REQUIREMENTS

1. Proposal Submission

Consultant must submit five (5) copies of their proposal with original Consultant signature. The proposal must be formatted in accordance with the instructions of this RFP. Promotional material may be attached but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked “RFP ARCHITECTURAL SERVICES FOR A NEW FIRE STATION” and delivered by **2:00p.m. on Thursday, November 15, 2018** to:

Office of the City Clerk
City Hall
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Late, emailed or facsimile proposals will not be accepted. It is the proposer’s responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

- A. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer’s risk.
- B. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing Consultant.
- C. All proposals will remain in effect and legally binding for at least 45 days from the opening date.
- D. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding this RFP shall be the responsibility of the Consultant. Any and all damages that may

RFP - Calexico Fire Headquarters Station Replacement Project

occur due to packaging or shipping of the proposal will be the sole responsibility of the Consultant.

- E. All proposals, response inquiries, or correspondence relating to or about this RFP, and all reports, charts, displays, scheduled, exhibits and other documentation submitted by Consultant shall become the property of the City of Calexico.
- F. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- G. Consultant must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the Consultant's risk. This will include, but not limited to, all relevant laws and regulations of the State of California and the United States Government.

2. Pre-Submittal Inquires

Pre-submittal procedural or technical inquires may be directed to Diego Favila, Fire Chief at 760/768-2150 or dfavila@calexico.ca.gov

3. Modifications or Withdrawal of Proposals

- A. A proposal that is in the possession of the City may be altered by letter or facsimile bearing the signature or name of Consultant's authorized representative, provided it is received prior to the deadline for submission of proposals. Telephone or verbal alternations will not be accepted.
- B. A proposal that is in the possession of the City may be withdrawn by the proposer up to the time of the deadline for submission of proposals.

4. Schedule of Activities

The City intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed to provide adequate information for Consultants to prepare definitive proposals and to permit the City of Calexico to fully consider various factors that may affect its decision. This schedule is subject to change at the discretion of the City of Calexico. The City will provide sufficient notice to Consultant in the event of schedule changes.

Tentative Schedule Activity	Proposal Date
Request for proposals mailed/emailed to prospective proposers	October 25, 2018
RFP submission deadline	November 15, 2018
RFP selection and notification	Week of November 26th
City Council Authorization to Award	December 5, 2018
Notice of Award	December 6, 2018

5. Award and Contract Information

- A. The City hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Consultant agrees that should it be awarded a contract, the Consultant shall not discriminate against any person who performs work there under because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The City reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the City to do so. The City will select the Consultant whose proposal is determined by the City to be the most responsive and responsible proposal and of the best advantage to the citizens of Calexico. The City shall be the sole judge in making such a determination.
- D. The successful Consultant will be required to enter into and sign a formal agreement with the City, which agreement will be in effect for the duration of the contract period. It is the Consultant's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the RFP. If no exceptions are noted, the City will understand that the Consultant agrees to the terms and conditions as stated in the contract.
- E. In a separate sealed envelope, include a copy of your proposed fee schedule. The fee schedule will not be used during the consultant selection but may be used by the City for comparison purposes during negotiations. The cost proposal must include a detailed lump sum for each task that identifies the cost of staff, direct expenses, and total cost for each task. The cost proposal shall include a schedule of billing rates and conditions under which the consultant would submit a claim for extra work not covered in the lump sum. To be considered responsive, cost proposals must include all work described in this RFP and the technical proposal.
- F. Prior to final selection, Consultant may be required to submit any additional information that the City may deem necessary to determine the Consultant qualifications. Should any of the information requested by the City be considered by the Consultant to be confidential, it must be so stated. The City will attempt to treat any information submitted by the Consultant as confidential if requested to do so; however, the City cannot ensure such confidentiality.
- G. Open Procurement
 - 1. The Consultant shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Consultant's proposal. Items and/or services that Consultant intends to be offered on a unit price basis must be so identified.
 - 2. The City reserves the right to negotiate changes to the original proposal(s), including change in system cost and/or unit price.

3. The City reserves the right to accept or reject any or all proposals in whole or in part.
4. The City reserves the right to negotiate a contract with more than one Consultant at the same time.

6. PROPOSAL ORGANIZATION AND CONTENT

The following information shall be included in the Statement of Proposals (RFP):

1. A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the City in making a selection. Include the name, address, telephone number, and email address of person(s) to be contacted for further information or clarification. This letter must be signed by a person legally authorized to bind the firm to a contract.
2. The proposed project manager must be a licensed professional (architect and/or engineer), and the Consultant(s) firm or team must include a licensed architect, structural engineer, and geotechnical engineer. The firm or team – at the Consultant(s) discretion – also may include, but not limited to, a civil engineer, a mechanical engineer, and/or a landscape architect.
3. Company background information including a description of the firm/individual submitting the RFP.
4. List of similar fire stations completed over the past five (5) years with the contact name, address and telephone number of the owners' representative for each project.
5. Overall approach to addressing the needs of the City, including discussion of staff availability and capacity to respond to City requests for assistance in a timely manner.
6. A proposed project schedule and timeline. Capability to complete the project within the confines of the project schedule.
7. An organization chart and supporting narrative describing the roles and responsibilities of each person proposed to support this project. Include a resume for the critical staff that will be assigned to this project.
8. A concluding statement as to why the respondent is best qualified to meet the needs of the City.
9. Conflict of Interest Statement
The prospective consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of this contract. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or any City construction project that may follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any owner/developer that might have future improvements within the City.

10. Insurance Coverage

The prospective consultant shall provide a summary of the firm's insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker's compensation insurance. Indicate the limits of coverage on each policy. The City requires a minimum of \$1 million of general liability coverage during the contract period (see Attachment A).

Please limit submissions to a maximum of ten (10) single-sided 8½x11 pages, excluding personnel resumes. Additional information may be submitted in the form of attachments.

Proposed Consultant fees shall be submitted in a separate envelope labeled "Proposed Fees".

The selected Consultant shall be required to execute a City Standard Consultant Services contract, a sample of which is shown in Attachment A. Any exceptions taken to the standard contract must be explained and detailed in the RFP submittal.

SECTION V – EVALUATION AND SELECTION

1. EVALUATION CRITERIA

The following factors will be considered by the City when evaluating the RFP:

1. Accuracy, overall quality, thoroughness, and responsiveness to the City's requirements as summarized herein.
2. The proposals and experience of the firm, the designated account representative, and other key personnel and Consultants assigned to the project.
3. Successful performance of similar work on fire station projects.
4. Overall approach to providing the Consultant services requested.
5. Company's plan to meet the City's goals and expectations of the project.
6. Company's experience working on similar projects.

2. SELECTION PROCESS

Selection by the City of Calexico for professional services will be made based on demonstrated competence and on the professional proposals necessary for the satisfactory performance of the services.

The City reserves the right to reopen the qualification process to other interested Consultants if it is determined that the number of respondents to the Request for Proposals is insufficient to support the selection process. If the City elects to reopen the qualification process, Consultants that have already submitted their proposals need not submit a second Statement of Proposals. If the qualification process is

reopened, the City will use the same standards and criteria to evaluate the merits of the additional applicants.

The City's Screening Committee will review and score the Statements of Proposals received by the submittal deadline to determine which firm best meets the Selection Criteria and is best qualified to perform the work. Consultants will be ranked in the order of their qualification evaluation scores. Interviews may or may not be conducted at the sole discretion of the City.

Upon selection of a preferred Consultant, the City will request a statement of work and fee proposal, broken down in sufficient detail to allow the City to determine appropriateness. Revisions to the fee proposal may be requested if the City determines it to be in its best interest.

This solicitation does not commit the City to award a contract or to pay any costs incurred in the preparation of an RFP in response to this request. All submittals in response to this RFP shall become the property of the City of Calexico. The City reserves the right to accept or reject any or all RFPs received because of this request, to negotiate with the selected respondents; the right to extend the contract for an additional period; or to cancel in part or in its entirety the request for proposals, if it is in the best interests of the City to do so.

A panel consisting of City staff will evaluate all submittals received for completeness and the respondent's ability to meet all requirements as outlined in this RFP.

Following review and evaluation of submittals, the City reserves the right to request additional information. Based on review and rating of the proposals, a short list of respondents may be developed. Interviews with the short-listed respondents may be conducted.

Upon selection of a preferred consultant, the City will request a statement of work and fee proposal, broken down in sufficient detail to allow the City to determine appropriateness. Revisions to the fee proposal may be requested if the City determines it to be in its best interest.

ATTACHMENT A – Sample of the Standard Professional Services Contract

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____, 2018, by and between the City of Calexico ("City") and _____ ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than December 31, 2020. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.

3. Compensation. Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the

property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence, willful misconduct or defects in design by

the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

(c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her

employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.

13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:

CONSULTANT:

David Dale
City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

Gabriela Garcia
Deputy City Clerk

EXHIBIT A

SCOPE OF SERVICES

(proposal dated _____)

EXHIBIT B
SCHEDULE OF CHARGES

EXHIBIT C

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this ____ day of _____, 2018, at _____,
California.

Consultant



CITY OF CALEXICO

608 Heber Ave.
Calexico, CA 92231-2840
Tel: 760.768.2150
Fax: 760.768.2153
www.calexico.ca.gov

REQUEST FOR PROPOSALS ARCHITECTURAL SERVICES FOR A NEW FIRE STATION ADDENDUM NO. 1 NOVEMBER 13, 2018

This Addendum forms a part of the Contract Documents for the above identified projects and modifies the original request for proposals (RFP) as noted below. Portions of the contract not specifically mentioned in this Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions, and additions.

Please replace the following paragraph with the following:

SECTION V – EVALUATION AND SELECTION 2. SELECTION PROCESS

Upon selection of a preferred consultant, the City will open the sealed proposed fee schedule, the cost proposal must include a detailed lump sum for each task that identifies the cost of staff, direct expenses, and total cost for each task. Revisions to the fee proposal may be requested if the City determines it to be in its best interest.

Response to Questions:

1. The document makes reference to a conceptual design package that was made back in 2015. Did the conceptual design receive any official approvals from the City? Will the final design be obliged to conform precisely to that package? Is it possible to get a copy of the conceptual package?

The conceptual design has not been approved by the City Council of the City of Calexico. The awarded consultant is/not obligated to conform precisely to the draft conceptual design.

2. Is the City aware of how aggressive the proposed schedule is? Assuming that the building takes 9 months to construct – permits would need to be pulled by March of 2019. This leaves less than 3.5 months (from Notice of Award – Dec. 6, 2018) to design, permit and bid the project based upon a completion date of December 2019.

Due to the funding sources of said project, the City has a limited time frame of when the project is to be completed. The Fire Department will assist the consultant in obtaining any necessary documentation and/or permit to complete the project on schedule.

Viva Calexico!



CITY OF CALEXICO

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Fax: 760.768.2153
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RFP for Architectural Services for New Fire Station
November 13, 2018
Page 2

3. Page 7, Item E requests a fee schedule and cost proposal be submitted in a separate sealed envelope. On Page 10 the second paragraph and last paragraph discusses a “statement of work and a fee proposal” as part of a post-selection submittal. Can you please explain the difference between the two?

Please see response on page 1 of Addendum.

4. Will the City need any entitlement services or is this all for architectural?

Full architectural and engineering services to obtain building permit approvals.

5. Would it be possible to schedule a site visit?

To schedule a site visit please contact Fire Chief Diego Favila via email at dfavila@calexico.ca.gov.

6. Does the Calexico Fire Department have a third party vendor that will be designing the fire alerting system if any?

The City of Calexico does not have a third party vendor that will be designing the fire alerting system. This item will be discussed during the schematic design phase of said project.

7. With work previously completed is there any need to do any additional programming of the new station to solidify the scope and breadth of the project?

Please see response to Question No. 1.

8. Being located outside of the Imperial County do you perceive that as an issue in providing AE services for the new station?

All qualified firms interested in providing architectural services are eligible to submit their proposals.



CITY OF CALEXICO

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RFP for Architectural Services for New Fire Station
November 13, 2018
Page 3

9. The RFP mentions that currently budget for the new station is close to \$7 million. Is this budget all-inclusive of design, construction, FFE, relocation and similar costs or just specifically for construction?

The budget is all inclusive of design, construction, FFE, relocation, etc.

This Addendum was sent via email. Please acknowledge receipt of this Addendum by signing and returning a faxed copy to 760/768-2153. Also include a copy of the Addendum in your proposal package.

Sincerely,

Diego Favila
Fire Chief

ACCEPTANCE OF ADDENDUM

Receipt of the above-mentioned ADDENDUM No. 1, is hereby acknowledged by:

Company Name

This the _____ day of _____, 2018

By: _____

Signature: _____ Title: _____

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____, 2018, by and between the City of Calexico ("City") and _____ ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than December 31, 2020. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.

3. Compensation. Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the

property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence, willful misconduct or defects in design by

the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

(c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her

employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.

13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:

CONSULTANT:

David Dale
City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

Gabriela Garcia
Deputy City Clerk

EXHIBIT A

SCOPE OF SERVICES

(proposal dated _____)

EXHIBIT B
SCHEDULE OF CHARGES

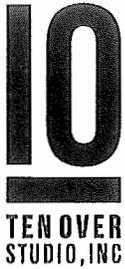
EXHIBIT C

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this ____ day of _____, 2018, at _____,
California.

Consultant



CITY OF CALEXICO NEW FIRE HEADQUARTERS STATION TEN OVER STUDIO FEE SCHEDULE

DATE

November 15, 2018

PROJECT FEE SCHEDULE

TASKS	DESCRIPTION	TYPE	FEE
1	SCHEMATIC DESIGN	FIXED	\$47,150
2	DESIGN DEVELOPMENT	FIXED	\$90,500
3	CONSTRUCTION DOCUMENTS	FIXED	\$127,725
4	PERMITTING	FIXED	\$57,100
5	BID ASSISTANCE	FIXED	\$47,500
6	CONSTRUCTION ADMINISTRATION	FIXED	\$119,200
	BASIC SERVICES FEE SUBTOTALS		\$489,175
	REIMBURSABLE EXPENSES BUDGET	T & M	\$40,000

	ADDITIONAL SERVICE ITEMS		
7	GEOTECHNICAL INVESTIGATION AND REPORT	FIXED	\$15,000
8	TOPOGRAPHIC SURVEY	FIXED	\$12,000
9	STORMWATER MANAGEMENT	FIXED	\$6,000

FEE NOTES

- This fee proposal is based on the information on the City of Calexico RFP for Architectural Services for the New Fire Headquarters Station issued on October 25, 2018 and Addendum No. 1 issued on November 13, 2018.
- The estimated construction cost for this project is \$6,328,458
- The December 2019 construction completion deadline is driving the project schedule and design phases to be completed quicker than normal. To meet the City's schedule goal, we have adjusted the design phases deliverables and durations.
- If the construction completion date can be adjusted and the design team can execute the project using a more normal project schedule, we will be able to adjust our proposed fees to offer fairly significant cost savings in the Permitting and Bidding phases of this project
- To make the project schedule work, the City must expedite permit review and approval for two packages. The City will also need to run an aggressive public bid and award process for two bid packages.
 - First bid package will be for Demolition, Utilities and Grading
 - Second bid package will be for the Fire Station. This Fire Station bid package will include the "base bid" and "bid alternate" described in the RFP.
 - There could be two separate general contractors working on the project due to the expedited project schedule.
- Fee includes preparation of design and documentation for the Base Bid and Bid Alternate as described in the City of Calexico RFP.
- There are three additional services items that we would like to include as part of the design services.

SAN LUIS OBISPO, CA
539 Marsh Street
805.541.1010

BEND, OR
541.648.1010

info@tenoverstudio.com
tenoverstudio.com

CLIENTS INITIALS



EXCLUSIONS

Unless noted otherwise, the following services are not included in the Scope of Work or Fee Proposal. Many of them are available upon request as additional services.

- Measurement/verification and drafting of as-built drawings
- Fire sprinkler / fire alarm design and engineering services (assumed to be design-build)
- Energy Modeling or Building Commissioning
- Security system design services
- Communications, audio / visual system design services
- On-site and off-site temporary facilities design services
- Design, Specification, and/or purchasing of furnishings and specialty equipment
- Project Entitlement and Planning Application
- Environmental Studies and CEQA (Traffic, Noise, Flood, EIR / Initial Study / Mitigated Neg Dec)
- QSD Services and Storm Water Pollution and Prevention Plan (SWPPP)
- Analysis of existing engineering systems (structural/mechanical/plumbing/electrical)
- Value engineering services
- Building and systems commissioning
- O&M Manual preparation and review
- Determining capacity of existing utilities (power, water, sewer system)
- Material testing and inspections
- Off-site work outside the property boundaries
- Hazardous Materials testing, reports, or recommendations for removal
- Permits and Application Fees
- Utility applications and/or fees
- Building Information Modeling (BIM)
- Illustrative renderings
- LEED documentation and processing

NOTES

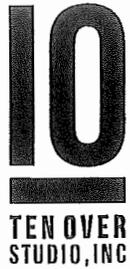
- Only drawings specifically titled CONSTRUCTION DOCUMENTS with the ARCHITECT'S signed stamp are intended for construction. Construction based on any other version of the drawings is at CLIENTS' risk.
- Drawings and support documents will not be submitted to the Planning or Building Departments until all invoices to date have been paid.
- Modifications requested after designs were approved will be billed as additional services on an hourly basis above and beyond estimated or fixed fees
- The ARCHITECT reserves the right to additional compensation if the CLIENT changes the scope of work and if the CLIENT increases the project construction costs as a result of CLIENT changes.
- The ARCHITECT reserves the right to adjust hourly rates on an annual basis
- The ARCHITECT reserves the right to photograph the finished project for marketing purposes
- The ARCHITECT reserves the right to install a job site sign on the CLIENTS project property during design and construction of the project
- All reimbursables such as printing of drawings, specifications and calculations will be on a time & materials basis. Reimbursable receipts are available upon request
- Additional work not included in the services scope and fees will require a signed contract amendment or additional services agreement prior to the start of such work.

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CLIENTS INITIALS



HOURLY RATES SCHEDULE

TEN OVER STUDIO

PRINCIPAL	\$150.00 - 200.00
PROJECT MANAGER	\$125.00 - 150.00
ARCHITECT	\$100.00 - 125.00
SENIOR DESIGNER	\$90.00 - 115.00
DESIGNER/DRAFTER	\$75.00 - 90.00
ADMINISTRATIVE	\$60.00

RSSE STRUCTURAL ENGINEERS, INC.

Principal	\$175.00
Project Manager/Senior Project Engineer	\$125.00 - \$140.00
Project Engineer	\$115.00 - \$125.00
Staff Engineer	\$80.00 - \$100.00
Cad Technician	\$75.00 - \$100.00
Technician, Clerical	\$45.00 - \$65.00

THOMA ELECTRICAL

Professional Electrical Engineer	\$191.00
Electrical Engineer / Designer	\$167.00
Electrical Design Assistant	\$117.00
Electrical Cost Estimator	\$125.00
Field Technician / Electrician	\$121.00
Computer Aided Design / Drafter	\$106.00
Secretarial	\$88.00

3C ENGINEERING

Principal	\$160.00
Mechanical/Plumbing Engineer	\$110.00
Energy Analyst	\$100.00
Drafting Production	\$80.00
Support Staff/Admin	\$70.00

CUMMING

Managing Director / Director / Regional Director	\$210.00
Associate Director	\$185.00
Senior Cost Manager / Senior MEP Cost Manager	\$175.00
Cost Manager	\$160.00
Assistant Cost Manager / Estimating Technician / Intern	\$115.00

RICK ENGINEERING COMPANY

Principal	\$245.00
Associate Principal	\$230.00
Associate/Manager	\$215.00
Principal Project Engineer/Manager	\$190.00
Associate Project Engineer/Manager	\$175.00

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CLIENTS INITIALS



Assistant Project Engineer/Manager	\$160.00
Principal Engineering Designer	\$140.00
Associate Engineering Designer	\$130.00
Assistant Engineering Designer	\$115.00
Principal Engineering Drafter	\$110.00
Associate Engineering Drafter	\$100.00
Assistant Engineering Drafter	\$90.00
Principal Construction Engineer/Manager	\$190.00
Associate Construction Engineer/Manager	\$175.00
Assistant Construction Engineer/Manager	\$160.00
Principal Construction Technician	\$140.00
Associate Construction Technician	\$130.00
Assistant Construction Technician	\$115.00
Principal Project Planner/Manager	\$190.00
Associate Project Planner/Manager	\$175.00
Senior Planner	\$165.00
Associate Planner	\$130.00
Assistant Planner	\$110.00
Planning Technician	\$85.00
Principal Graphics Designer	\$115.00
Associate Graphics Designer	\$110.00
Assistant Graphics Designer	\$95.00
CAD Manager	\$175.00
Associate Project Administrator	\$75.00
Assistant Project Administrator	\$65.00
Administrative Assistant	\$70.00

LEIGHTON GROUP

Technician I	\$77
Technician II / Special Inspector	\$89
Senior Technician / Senior Special Inspector	\$99
Prevailing Wage (field soils / materials tester) *	\$125
Prevailing Wage (Special Inspector) *	\$131
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)*	\$135
System Operation & Maintenance (O&M) Specialist	\$126
Non Destructive Testing (NDT)	\$135
Deputy Inspector	\$99
Field / Laboratory Supervisor	\$131
Source Inspector	\$122
Project Administrator/Word Processor/Dispatcher	\$72
Information Specialist	\$99
CAD Operator	\$113
GIS Specialist	\$126
GIS Analyst	\$149
Staff Engineer / Geologist / Scientist	\$135
Senior Staff Engineer / Geologist / Scientist / ASMR	\$144
Operations / Laboratory Manager	\$162
Project Engineer / Geologist / Scientist	\$162

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CLIENTS INITIALS



Senior Project Engineer / Geologist / Scientist / SMR	\$180
Associate	\$198
Principal	\$216
Senior Principal	\$261

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CLIENTS INITIALS



CITY OF CALEXICO NEW FIRE HEADQUARTERS STATION TEN OVER STUDIO FEE SCHEDULE

DATE

November 15, 2018

PROJECT FEE SCHEDULE

TASKS	DESCRIPTION	TYPE	FEE
1	SCHEMATIC DESIGN	FIXED	\$47,150
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6	CONSTRUCTION ADMINISTRATION	FIXED	\$119,200
	BASIC SERVICES FEE SUBTOTALS		\$489,175
	REIMBURSABLE EXPENSES BUDGET	T & M	\$40,000

	ADDITIONAL SERVICE ITEMS		
7	GEOTECHNICAL INVESTIGATION AND REPORT	FIXED	\$15,000
8	TOPOGRAPHIC SURVEY	FIXED	\$12,000
9	STORMWATER MANAGEMENT	FIXED	\$6,000

FEE NOTES

- This fee proposal is based on the information on the City of Calexico RFP for Architectural Services for the New Fire Headquarters Station issued on October 25, 2018 and Addendum No. 1 issued on November 13, 2018.
- The estimated construction cost for this project is \$6,328,458
- The December 2019 construction completion deadline is driving the project schedule and design phases to be completed quicker than normal. To meet the City's schedule goal, we have adjusted the design phases deliverables and durations.
- If the construction completion date can be adjusted and the design team can execute the project using a more normal project schedule, we will be able to adjust our proposed fees to offer fairly significant cost savings in the Permitting and Bidding phases of this project
- To make the project schedule work, the City must expedite permit review and approval for two packages. The City will also need to run an aggressive public bid and award process for two bid packages.
 - First bid package will be for Demolition, Utilities and Grading
 - Second bid package will be for the Fire Station. This Fire Station bid package will include the "base bid" and "bid alternate" described in the RFP.
 - There could be two separate general contractors working on the project due to the expedited project schedule.
- Fee includes preparation of design and documentation for the Base Bid and Bid Alternate as described in the City of Calexico RFP.
- There are three additional services items that we would like to include as part of the design services.

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CLIENTS INITIALS



EXCLUSIONS

Unless noted otherwise, the following services are not included in the Scope of Work or Fee Proposal. Many of them are available upon request as additional services.

- Measurement/verification and drafting of as-built drawings
- Fire sprinkler / fire alarm design and engineering services (assumed to be design-build)
- Energy Modeling or Building Commissioning
- Security system design services
- Communications, audio / visual system design services
- On-site and off-site temporary facilities design services
- Design, Specification, and/or purchasing of furnishings and specialty equipment
- Project Entitlement and Planning Application
- Environmental Studies and CEQA (Traffic, Noise, Flood, EIR / Initial Study / Mitigated Neg Dec)
- QSD Services and Storm Water Pollution and Prevention Plan (SWPPP)
- Analysis of existing engineering systems (structural/mechanical/plumbing/electrical)
- Value engineering services
- Building and systems commissioning
- O&M Manual preparation and review
- Determining capacity of existing utilities (power, water, sewer system)
- Material testing and inspections
- Off-site work outside the property boundaries
- Hazardous Materials testing, reports, or recommendations for removal
- Permits and Application Fees
- Utility applications and/or fees
- Building Information Modeling (BIM)
- Illustrative renderings
- LEED documentation and processing

NOTES

- Only drawings specifically titled CONSTRUCTION DOCUMENTS with the ARCHITECT'S signed stamp are intended for construction. Construction based on any other version of the drawings is at CLIENTS' risk.
- Drawings and support documents will not be submitted to the Planning or Building Departments until all invoices to date have been paid.
- Modifications requested after designs were approved will be billed as additional services on an hourly basis above and beyond estimated or fixed fees
- The ARCHITECT reserves the right to additional compensation if the CLIENT changes the scope of work and if the CLIENT increases the project construction costs as a result of CLIENT changes.
- The ARCHITECT reserves the right to adjust hourly rates on an annual basis
- The ARCHITECT reserves the right to photograph the finished project for marketing purposes
- The ARCHITECT reserves the right to install a job site sign on the CLIENTS project property during design and construction of the project
- All reimbursables such as printing of drawings, specifications and calculations will be on a time & materials basis. Reimbursable receipts are available upon request
- Additional work not included in the services scope and fees will require a signed contract amendment or additional services agreement prior to the start of such work.

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HOURLY RATES SCHEDULE

TEN OVER STUDIO

PRINCIPAL	\$150.00 - 200.00
PROJECT MANAGER	\$125.00 - 150.00
ARCHITECT	\$100.00 - 125.00
SENIOR DESIGNER	\$90.00 - 115.00
DESIGNER/DRAFTER	\$75.00 - 90.00
ADMINISTRATIVE	\$60.00

RSSE STRUCTURAL ENGINEERS, INC.

Principal	\$175.00
Project Manager/Senior Project Engineer	\$125.00 - \$140.00
Project Engineer	\$115.00 - \$ 125.00
Staff Engineer	\$80.00 - \$ 100.00
Cad Technician	\$75.00 - \$ 100.00
Technician, Clerical	\$45.00 - \$ 65.00

THOMA ELECTRICAL

Professional Electrical Engineer	\$191.00
Electrical Engineer / Designer	\$167.00
Electrical Design Assistant	\$117.00
Electrical Cost Estimator	\$125.00
Field Technician / Electrician	\$121.00
Computer Aided Design / Drafter	\$106.00
Secretarial	\$88.00

3C ENGINEERING

Principal	\$160.00
Mechanical/Plumbing Engineer	\$110.00
Energy Analyst	\$100.00
Drafting Production	\$80.00
Support Staff/Admin	\$70.00

CUMMING

Managing Director / Director / Regional Director	\$210.00
Associate Director	\$185.00
Senior Cost Manager / Senior MEP Cost Manager	\$175.00
Cost Manager	\$160.00
Assistant Cost Manager / Estimating Technician / Intern	\$115.00

RICK ENGINEERING COMPANY

Principal	\$245.00
Associate Principal	\$230.00
Associate/Manager	\$215.00
Principal Project Engineer/Manager	\$190.00
Associate Project Engineer/Manager	\$175.00

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Assistant Project Engineer/Manager	\$160.00
Principal Engineering Designer	\$140.00
Associate Engineering Designer	\$130.00
Assistant Engineering Designer	\$115.00
Principal Engineering Drafter	\$110.00
Associate Engineering Drafter	\$100.00
Assistant Engineering Drafter	\$90.00
Principal Construction Engineer/Manager	\$190.00
Associate Construction Engineer/Manager	\$175.00
Assistant Construction Engineer/Manager	\$160.00
Principal Construction Technician	\$140.00
Associate Construction Technician	\$130.00
Assistant Construction Technician	\$115.00
Principal Project Planner/Manager	\$190.00
Associate Project Planner/Manager	\$175.00
Senior Planner	\$165.00
Associate Planner	\$130.00
Assistant Planner	\$110.00
Planning Technician	\$85.00
Principal Graphics Designer	\$115.00
Associate Graphics Designer	\$110.00
Assistant Graphics Designer	\$95.00
CAD Manager	\$175.00
Associate Project Administrator	\$75.00
Assistant Project Administrator	\$65.00
Administrative Assistant	\$70.00

LEIGHTON GROUP

Technician I	\$77
Technician II / Special Inspector	\$89
Senior Technician / Senior Special Inspector	\$99
Prevailing Wage (field soils / materials tester) *	\$125
Prevailing Wage (Special Inspector) *	\$131
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)*	\$135
System Operation & Maintenance (O&M) Specialist	\$126
Non Destructive Testing (NDT)	\$135
Deputy Inspector	\$99
Field / Laboratory Supervisor	\$131
Source Inspector	\$122
Project Administrator/Word Processor/Dispatcher	\$72
Information Specialist	\$99
CAD Operator	\$113
GIS Specialist	\$126
GIS Analyst	\$149
Staff Engineer / Geologist / Scientist	\$135
Senior Staff Engineer / Geologist / Scientist / ASMR	\$144
Operations / Laboratory Manager	\$162
Project Engineer / Geologist / Scientist	\$162

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CLIENTS INITIALS



Senior Project Engineer / Geologist / Scientist / SMR
Associate
Principal
Senior Principal

\$180
\$198
\$216
\$261

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