



## Council Agenda Report

From: Sarah Johnson-Rios, Assistant City Manager

Subject: Approval of an Agreement with RRM Design for City Hall/Library and Union Road Space Planning

Date: February 4, 2020

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### Facts

1. The City's adopted General Plan anticipates a population of up to approximately 44,000 persons in 2045 and commits to providing commensurate levels of public services. The City will need to expand some existing facilities and construct or acquire new facilities to serve the new residents and maintain the additional infrastructure.
2. On [March 6, 2018](#), the City adopted the Library Facilities Master Plan, which addresses the growing needs of the Library and calls for expansion of the Library into portions of the second floor of the building. As it was not part of the scope of work at the time, the Library Master Plan did not consider current or future City Hall facility needs.
3. City administrative offices are presently split between the second floor of the City Hall/ Library Building and the leased Annex Building on Pine Street, in addition to off-site operations facilities such as the Public Safety Center, Wastewater Treatment Plant, water and streets yard, fleet/corporation yard, etc.
4. On December 21, 2018, the City issued a Request for Qualifications for City Office Space Programming. Seven firms responded. A staff panel evaluated the proposals based on demonstrated understanding of project goals & objectives, overall approach, demonstrated creativity and innovation, approach to consensus building, and applicable project experience.
5. In March 2019, four firms were invited to interview. The qualifications of each firm were evaluated by a staff panel based on overall demonstrated expertise and experience.
6. At that time, the City's emphasis for space planning was on evaluating long-term options for relocating Annex staff and terminating the Annex lease.
7. Due to constrained staff capacity, the project did not progress as planned during 2019. The project was revived in December 2019 and three firms were interviewed for a second time to confirm continued interest and update proposals as needed.
8. Most of the new development in the City will be on the east side. As a result, several new facilities—such as a third fire station—will be best placed on the east side.
9. During the Library/City Hall Master Plan project's hiatus, the City continued to stay attentive for a suitable site to construct Fire Station 3 and potentially other City facilities. On [October 1, 2019](#), Council authorized the purchase of 8.5 acres of real property located at 2930 Union Road, and the City closed escrow in the property on December 20, 2019. The site is a desirable location for a fire station, a back-up emergency operations center, a Police substation, the City's corporation yard, and other core City services.
10. The City had intended to move the corporation yard to the Boys School site, but a series of Executive Orders by the Governor to address the housing shortage and homelessness make it unlikely that the State will surplus the 135-acre Boys School property or, if it does surplus the property, allow the City to utilize a portion for the corporation yard.
11. Purchase of the Union Road property provides the opportunity for the City to begin planning for Fire Station #3 and other potential uses of the property, including a permanent corporation yard.
12. Given the additional options the purchase of the Union Road site provides, analyzing the City Hall/Library building and the recently acquired Union Road site together will allow sufficient space and opportunity for the City to explore options for eliminating two leases that total approximately

- \$0.25 M per year.
13. A panel of staff has carefully evaluated the qualifications of the top-rated firms and recommends RRM Design Group as the most qualified to meet the City's needs for City facilities space planning at this time.
  14. RRM has updated their proposal and scope of work to include an optional task that incorporates a potential east-side municipal services center into the overall planning effort. Because of the need to get this delayed effort underway, the granular-level review by staff and RRM of the proposed scope of work that is necessary for any project of this complexity, has not yet been completed.
  15. On [January 21, 2020](#), City Council discussed space planning and requested that the item be continued as a Discussion Item on its February 4, 2020 agenda with additional information regarding the scope of work, construction funding options, and timelines.

### **Community Outreach**

Significant stakeholder engagement occurred during the development of the Library Master Plan. In order to implement that plan, broader City Hall space needs must be considered. The attached scope of work for space planning anticipates additional stakeholder engagement.

### **Options**

1. Take no action;
2. Authorize the City Manager to enter into an agreement with RRM Design Group for City Hall-Union Road Space Planning as outlined in the attached proposal;
3. Provide alternative direction to staff.

### **Analysis and Conclusions**

Option 1 - Taking no action would mean that planning for use of the Union Road property, including Fire Station #3, and identifying alternatives to the leased City Hall Annex and Corporation Yard facilities would not begin at this time.

Option 2 - Purchase of the Union Road property presents an opportunity for the City to begin planning for Fire Station #3 and other potential uses of the property including a permanent corporation yard. Proceeding with the full scope of work would include analysis of current and future City Administration space needs at City Hall and the annex, expansion of City safety facilities, and layout of parks, facilities, and vehicle maintenance facilities at the Union Road site.

The Consultant will work with City staff and other key stakeholders to develop a thorough understanding of City goals, existing constraints, current and future needs, and to analyze and present alternatives for how to best meet the City's needs. The process is expected to result in a phased path forward for meeting the City's facilities needs through General Plan build-out at City Hall the Union Road property. This option would allow the City to begin comprehensive planning to eliminate leased property (resulting in long-term savings). The original proposed scope of work was \$177,600. Since the January 21, 2020 City Council meeting the City Manager went back to RRM to find cost saving options and to obtain a revised scope of work. The revised proposal is \$160,670.

Option 3 – Council could direct staff to proceed in an alternative manner with City Hall- Union Road Space Planning.

### **Scope of Work**

The proposed scope of work includes the City Hall/Library Building and facilities to be built at 2930 Union Road. Analysis of other City facilities is not recommended at this time for a few reasons: other facilities do not have ample or extra space to (re)locate staff; upgrades of significant physical facilities are not currently being considered elsewhere; and staff capacity and funds are limited. The proposed scope of work is detailed in Exhibit A to Attachment 1.

In summary, RRM Design Group would complete the following services for the City Hall/Library Building:

- Investigate and document existing conditions – review of structural systems, HVAC systems, lighting and electrical systems.
- Develop Space Programming – meet with staff to distinguish wants from needs, determine spatial adjacency needs, confirm library design and space needs, complete a parking analysis, and a furniture analysis.
- Complete Conceptual Space Planning – develop space plan diagrams, develop a library master plan addendum to ensure building-wide planning is complete, prepare illustrative renderings, and a final space program document to serve as the basis for future design and construction.

If the City proceeds with the optional scope of work for the Union Road parcel, activities would be very similar and would be done in conjunction with City Hall work. Currently, potential facilities to be considered as part of space planning on the Union Road parcel include a fire station, fire training center, backup emergency operations center, police substation, police firing range, a fleet/equipment maintenance facility, landscaping and parking maintenance headquarters and storage, and facilities maintenance headquarters and storage.

Construction Funding Options

Space planning efforts will result in preliminary construction cost estimates for project buildout. As part of future budget cycles, Council will have an opportunity to consider how to best fund design and construction of improvements that are recommended through the space programming process. At this time, there are a number of possible funding sources that may be considered depending on the project scope and cost estimates that will be developed through this planning process.

Some funding sources are restricted as to use while others are not. For example, development impact fees (DIF) may only be used for growth-related portions of a project for facilities that are listed on the project needs list in the corresponding DIF justification study. As additional development proceeds, the DIF balances are anticipated to increase, and additional funds may be available prior to construction.

<b>Funding Source</b>	<b>Current Available Balance (Approx)</b>	<b>Restricted in Use</b>
General Government DIF*	\$6.4 million	Growth-related portions of City facilities
Library DIF	\$1.4 million	Growth-related portions of library
Potential County Library Bond	\$3-4 million	Uncertain; may be on Nov. 2020 ballot
City Hall Development Funds	\$1.8 million	None, but intended for City Hall use
Fire DIF*	\$0.1 million	Growth-related fire facilities
Police DIF*	\$0.02 million	Growth-related police facilities
General Fund Reserves**	\$19.1 million	None
Potential lease-revenue bond	Undetermined	Could use \$222k lease savings each year for debt service

\* Approximately \$2.5 million in Fire DIF fees, \$0.3 million in Police DIF fees, and \$0.7 million in General Government DIF fees were utilized to purchase the 2930 Union Road site. Once space planning has been completed and proportionate space utilization is determined, adjustments to the proportionate sources of funding utilized for the property purchase will be completed if necessary.

\*\* Staff is not recommending the use of the entire amount of General Fund reserves for the construction of the facilities identified above but rather identifying the total amount available. Current policy requires a minimum of 20% of operating expenses as a reserve balance. The \$19.1 million available is approximately \$10.0 million above the minimum reserve policy.

Timing

Space planning efforts are estimated to take roughly six months, depending on the scope of potential facilities to be considered at the Union Road parcel. At the end of that time, preliminary design and construction cost estimates will be determined by RRM Design group and will help the City to plan for

budget allocation and project implementation of the design and construction phases. It is anticipated that improvements to the City Hall/Library building and the construction of critical portions of the Union Road improvements may proceed sooner than the remainder of the improvements at Union Road. However, the space planning process will inform various phasing and timing options that would be presented to Council at the culmination of the planning phase.

**Fiscal Impact**

General Plan policies require that new development mitigate its share of the impacts to the natural and built environment to be fiscally neutral and not result in a net economic loss for the City. The City's Development Impact Fee Justification Study calls for the collection of fees to mitigate the impacts of new development, including fees for public safety and other public facilities. DIF fees for new public facilities are collected with building permits for new development projects and are accrued until such time that they are used for design and construction of those facilities.

Since the January 21, 2020 City Council meeting staff worked with RRM Design Group to find cost saving options and to obtain a revised scope of work. The proposed agreement is for an amount not to exceed \$160,670. The adopted budget includes \$41,000 for space planning needs at City Hall. Staff recommends that the remaining amount, not to exceed \$119,670, be appropriated from City Hall Development Funds, which are comprised of proceeds from a prior land sale and are intended to be used for City Hall facility needs.

If this project were to result in the City's ability to consolidate services, it will eliminate annual lease payments of \$114,000 for the Annex offices and \$108,000 for fleet maintenance facilities currently. Lease costs would increase over time if those services are not brought into City-owned facilities.

**Recommendation (Option 2)**

Authorize the City Manager to execute a professional services agreement with RRM Design Group for City Facilities Space Planning, including the optional east-side municipal services center location, for an amount not to exceed \$160,670.

**Attachments**

1. Draft Design Services Agreement- RRM Design Group
  - a. Exhibit A – RRM Proposal

3.5.1 Knowledge and Compliance. Designer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Designer by law. Designer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Designer performs any work knowing it to be contrary to such laws, rules and regulations, Designer shall be solely responsible for all costs arising therefrom. Designer shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Designer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Designer. Designer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Designer shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Designer and City.

3.5.3 Americans with Disabilities Act. Designer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Designer shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Designer brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Designer's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Designer, and the Designer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Designer request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Designer shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Designer shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Designer shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance.

(a) Compliance with Water Quality Laws, Ordinances and Regulations. Designer shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be

implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Designer shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

(b) Standard of Care. Designer warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.5.5(a) of this Agreement. Designer further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(c) Liability for Non-compliance.

(i) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.5.5(a) of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement and in compliance with Civil Code Section 2782.8 Designer agrees to indemnify and hold harmless the City, its officials, officers, employees and from and against claims, demands, losses or liabilities which the City, its officials, officers, employees and may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above in performing the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(ii) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Designer's negligence, recklessness, or willful misconduct in performing the Services or failure to comply with any applicable water quality law, regulation, or policy. Designer hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(iii) Damages: City may seek damages from Designer for delay in completing the Services caused by Designer's failure to comply with the laws, regulations and policies described in Section 3.5.5(a) of this Agreement, or any other relevant water quality law, regulation, or policy.

### **3.6 Independent Contractor.**

3.6.1 Control and Payment of Subordinates. City retains Designer on an independent contractor basis and Designer is not an employee of City. Designer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Designer shall also not be employees of City, and shall at all times be under Designer's exclusive direction and control. Designer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Designer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income

tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

### **3.7 Schedule of Services.**

3.7.1 Designer Services. Designer shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Designer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Designer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Designer agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Designer shall prepare an estimated time schedule for the performance of Designer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Designer cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Designer without the prior written approval of City. If the Designer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Designer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.4 Excusable Delays. Any delays in Designer's work caused by the following shall be added to the time for completion of any obligations of Designer: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Designer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Designer. Neither the City nor the Designer shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Request for Excusable Delay Credit. The Designer shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Designer for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the parties shall

mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Designer make an application for an extension of time, Designer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

### **3.8 Additional Designer Services.**

3.8.1 Request for Services. At City's request, Designer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted design practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Designer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Designer shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Designer as to the compensation to be paid for such services. City shall pay Designer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Designer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Designer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Designer to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Designer.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Designer is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Designer's services for the Project.

**3.9 City Responsibilities.** City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Designer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Designer with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Designer, City shall furnish Designer with, or direct Designer to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **SARAH JOHNSON-RIOS**, or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Designer, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Designer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

**3.10 Compensation.**

3.10.1 Designer's Compensation for Basic Services. City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **ONE-HUNDRED SIXTY THOUSAND AND SIX-HUNDRED SEVENTY Dollars (\$160,670)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Designer perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Designer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Designer shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Designer in the interest of the Project. Designer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$1,000; and (5) other costs, fees and expenses in excess of \$1,000.

3.10.4 Payment to Designer. Designer's compensation and reimbursable expenses shall be paid by City to Designer monthly. Such monthly payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Designer shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Designer shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Designer shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Designer. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Designer is liable under the Agreement or state law. Payments to the Designer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Designer shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from parties not within the Designer's reasonable control.

3.10.6 Prevailing Wages. Designer is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Designer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Designer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Designer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Designer's principal place of business and at the Project site. Designer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Designer or its consultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Designer and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor

Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.10.7 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Designer and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Designer shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.10.8 Labor Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Designer's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Designer or any subcontractor that affect Designer's performance of Services, including any delay, shall be Designer's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Designer caused delay and shall not be compensable by the City. Designer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Designer or any subcontractor.

### **3.11 Notice to Proceed.**

Designer shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

### **3.12 Termination, Suspension and Abandonment.**

3.12.1 Grounds for Termination; Designer's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Designer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Designer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Designer. Designer hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Designer may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Designer as provided in this Agreement.

3.12.2 City's Suspension of Work. If Designer's Services are suspended by City, City may require Designer to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Designer.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Designer shall provide to City all preliminary studies, sketches, working drawings,

specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Designer's Services under this Agreement. Upon payment of the amount required to be paid to Designer pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Designer under this Agreement. Designer shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Designers. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.13 Ownership and Use of Documents; Confidentiality.**

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, design presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Designer or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Designer shall provide to City copies of all Project Documents required by City. In addition, Designer shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Designer shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Designer grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Designer, for the following purposes:

- (a) The construction of all or part of this Project.
- (b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Designer in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Designer or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Designer.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Designer shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Designer's seal from the Project Documents and hold harmless Designer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Designer shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Designer represents and warrants that Designer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Designer prepares or causes to be prepared pursuant to this Agreement. Designer shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Designer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Designer and provided to Designer by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Designer in connection with the performance of this Agreement, shall be held confidential by Designer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Designer for any purposes other than the performance of the Services. Designer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Designer which is otherwise known to Designer or is generally known, or has become known, to the related industry shall be deemed confidential. Designer shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

### **3.14 Indemnification.**

3.14.1 To the fullest extent permitted by law, Designer shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Designer, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Designer's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Designer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Designer, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Designer's obligations under the above indemnity shall be limited to claims

that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Designer, but shall not otherwise be reduced. If Designer's obligations to defend, indemnify, and/or hold harmless arise out of Designer's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Designer obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Designer's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Designer's proportionate percentage of fault.

**3.15** Designer shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Designer shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Designer shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Designer agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of El Paso de Robles, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Designer's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Designer shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted

- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Contractors Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

#### 3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Designer shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

#### 3.15.5 Workers' Compensation/Employer's Liability

(a) Designer certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Designer has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Designer shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers'

Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Designer shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Designer shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Designer. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer’s Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Designer shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer’s equivalent) signed by the insurer’s representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify

the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

### 3.15.9 Policy Provisions Required

(a) Designer shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Designer shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Designer shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Designer's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Designer shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Designer shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(d) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Designer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Designer hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(e) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Designer from liability in excess of such coverage, nor shall it limit the Designer's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

### 3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

### 3.15.11 Additional Insurance Provisions

(a) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Designer, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Designer pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Designer or City will withhold amounts sufficient to pay premium from Designer payments. In the alternative, City may cancel this Agreement.

(c) The City may require the Designer to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

#### 3.15.12 Subconsultant Insurance Requirements

(a) Designer shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Designer, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

### **3.16 Records.**

Designer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Designer shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Designer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

### **3.17 Standardized Manufactured Items.**

Designer shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

### **3.18 Limitation of Agreement.**

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for design services between City and the designer chosen therefor by City.

### **3.19 Mediation.**

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

### **3.20 Successors and Assigns.**

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Designer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

### **3.21 Asbestos Certification.**

Designer shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Designer prepares for the Project. Designer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Designer shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Designer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

### **3.22 No Third Party Rights.**

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

### **3.23 Governing Law.**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Luis Obispo County.

### **3.24 Exhibits and Recitals.**

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

### **3.25 Severability.**

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

**3.26 Non-Waiver.**

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

**3.27 Safety.**

Designer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Designer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

**3.28 Harassment Policy.**

Designer shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Designer shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Designer's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

**3.29 Delivery of Notices.**

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY:

**City of El Paso de Robles**

1000 Spring Street

Paso Robles, CA 93446

Attn: Sarah Johnson-Rios,

Assistant City Manager

CONSULTANT:

**RRM Design Group**

3765 S. Higuera Street, Suite 102

San Luis Obispo, California 93401

Attn: Charles Dellinger

Senior Project Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**3.30 Time of Essence.**

Time is of the essence for each and every provision of this Agreement.

### **3.31 City's Right to Employ Other Consultants.**

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

### **3.32 Prohibited Interests.**

3.32.1 Solicitation. Designer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Designer, to solicit or secure this Agreement. Further, Designer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Designer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

### **3.33 Equal Opportunity Employment.**

Designer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Designer shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

### **3.34 Labor Certification.**

By its signature hereunder, Designer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.35 Subcontracting.**

As specified in this Agreement, Designer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

### **3.36 Supplemental Conditions.**

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

### **3.37 Entire Agreement.**

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT  
BETWEEN THE CITY OF EL PASO DE ROBLES  
AND RRM DESIGN GROUP**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF EL PASO DE ROBLES

RRM DESIGN GROUP

By: \_\_\_\_\_  
Thomas Frutchey  
City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Melissa Martin, Deputy City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Kimberly Hood, City Attorney

REVIEWED:

By: \_\_\_\_\_  
Sarah Johnson-Rios, City Project Manager

## SCOPE OF WORK

### Task 1: Project Kickoff and Administration

As with constructing a puzzle, the planning process starts with understanding the big picture. RRM will work with the project representative team to start the project off on the right path by developing a thorough understanding of the project drivers and coming to consensus goals and measurable objectives. Ideally, this meeting includes direct stakeholder representatives, but may also be limited to key project representatives due to various sensitivities.

In addition to a strong start, continuous efficient progress requires consistent check-ins and realignment (if needed). RRM proposes working with a City project committee including key decision makers/influencers and having regular monthly meetings to ensure consistent project progress and direction.

#### **Tasks:**

- *Prepare for and conduct kickoff meeting*
- *Prepare for and conduct monthly project committee meetings - up to six (6)*
- *Provide monthly status updates*

#### **Deliverables:**

- *List of project goals and measurable objectives*
- *Develop a final anticipated timeline with critical milestones and associated deliverables*
- *Identify any potential risks if any and how to respond, avoid, or mitigate them*
- *Identify communication protocol and responsibilities*
- *Provide monthly status updates*

#### **Meetings:**

- *One (1) in-person, on-site meeting to kick off the project with project committee*
- *Up to six (6) monthly project committee meetings*

### Task 2: Existing Condition and Documentation Verification

This is where we take the necessary step of building the frame of the puzzle. RRM will investigate the existing site and building conditions to document opportunities and constraints for repurposing the building interior, including a preliminary review of structural systems, HVAC systems, lighting, and electrical systems (based on the provided facility assessment report and user input).

**Tasks:**

- Review existing documentation for City and department vision and site and building constraints (including Library Master Plan, as-built construction documents, geotechnical reports, and others)
- Conduct a site visit and document facility conditions and observe current use patterns
- Interview facility stakeholders and develop an understanding of current functional benefits and shortfalls
- Prepare and conduct Library Master Plan review session with library staff and stakeholders
- Develop existing facility base plans
- Develop with project representatives appropriate projected City/staff growth model based on current General Plan and operational impacts

**Deliverables:**

- Technical review letter
- Facility condition analysis
- Existing condition site and floor plans
- Circulation diagram
- Environmental constraint diagram
- Staff growth model, to be used in space needs

**Meetings:**

- One (1) day of site visit documenting existing conditions and facility stakeholder interviews (facility managers, IT personnel, and other direct representatives)
- One (1) in-person on-site meeting to kickoff library interactions and review the Master Plan

### **Task 3: Program Development**

If the step above is building the puzzle frame, this step is where we turn over all of the pieces. RRM will meet with department representatives to identify their current space needs, anticipated growth, operational flow (now and anticipate in the future), what internal and external department adjacencies are desired, and the workplace culture. During this process, our team will objectively ask questions to differentiate the needs from wants and begin to identify opportunities for operational improvements through directed space allocation.

**Tasks:**

- Prepare and conduct in-person, department representative interviews and existing facility walkthroughs and document findings of current and projected needs
- Prepare an adjacency diagram that illustrates the physical and operational connections between spaces (this forms the basis for space distribution within the facility)
- Prepare component diagrams (independent floor/furniture plans) of key building components (e.g. typical workstation configurations, workroom, conference rooms, etc.)
- Prepare and conduct workshop with the library advisory group
- Perform and document current and future parking analysis

**Deliverables:**

- Prepare a written draft and final space needs program for the current needs and projected needs at a future date
  - Included in this will be a revised library space needs allocation (this will be included in a Library Master Plan addendum document provided in Task 04)
- Departmental and spatial adjacency diagram
- Draft and final component diagram package
- Library design/space needs workshop summary
- Parking analysis

**Meetings:**

- Two (2) days of in-person on-site department representative interviews
- One (1) library design/space needs workshop (combined or separate groups)
- One (1) draft program review meeting

#### **Task 4: Conceptual Space Planning**

Finally, putting it all together. RRM will develop at least one conceptual floor plan diagram based on the program documents. Space plan diagrams will focus on the size and adjacency of spaces to each other and in relation to the existing condition and locations within the building. Upon completion of the conceptual floor plan RRM will prepare a conceptual budgetary cost estimate for proposed modifications.

**Tasks:**

- Develop two (2) space plan bubble diagram options
- Develop two (2) draft conceptual cost estimates
- Develop design inspiration board of conceptual ideas
- Develop one (1) draft and (1) final conceptual site, floor, furniture, and phasing plan
- Develop perspective vignettes to communicate spatial design character
- Prepare perspective illustrative renderings
- Prepare draft and final report document

**Deliverables:**

- Space plan bubble diagram for two (2) concept options
- Two (2) draft conceptual cost estimates
- Develop inspiration board
- Draft and final conceptual site, floor, furniture, and phasing plan
- Library Master Plan addendum
- Three (3) perspective illustrative renderings
- Prepare final conceptual cost estimate
- Draft program document (digital format)
- Digital and three (3) copies of the final program document

**Meetings:**

- One (1) in-person on-site meeting to review concept diagram options
- Two (2) in-person on-site meetings to review draft conceptual plans
- One (1) in-person on-site meeting to review draft program document, cost estimate, and plans
- One (1) in-person on-site meeting to present to Council

## OPTIONAL TASKS

### Task 5: 2930 Union Road Programming (Optional)

#### Subtask 5.1: Project Kickoff and Administration

In conjunction with Task.01, RRM will expand the project kickoff and administration services to incorporate the work for the proposed East-Side Municipal Services Center.

**Tasks:**

- Prepare for and conduct kickoff meeting
- Prepare for and conduct monthly project committee meetings (included in base scope)
- Provide monthly status updates (included in base scope)

**Deliverables:**

- List of project goals and measurable objectives
- Develop a final anticipated timeline with critical milestones and associated deliverables
- Identify any potential risks if any and how to respond, avoid, or mitigate them
- Identify communication protocol and responsibilities
- Provide monthly status updates

**Meetings:**

- One (1) in-person, on-site meeting to kick off the project with project committee
- Up to six (6) monthly project committee meetings (included in base scope)

#### Subtask 5.2: Existing Condition and Documentation Verification

This is where we take the necessary step of building the frame of the puzzle. RRM will investigate the existing site conditions to document opportunities and constraints.

**Tasks:**

- Review existing documentation for City and department vision and site constraints
- Conduct a site visit and document conditions and observe current use patterns
- Develop existing site plan (alternatively RRM can Survey)
- Develop with project representatives appropriate projected City/staff growth model

**Deliverables:**

- *Technical review letter*
- *Environmental constraint diagram*
- *Staff growth model, to be used in space needs*

**Meetings:**

- *One (1) day of site visit documenting existing conditions and facility stakeholder interviews (facility managers, IT personnel, and other direct representatives)*

### Subtask 5.3: Program Development

If the step above is building the puzzle frame, this step is where we turn over all of the pieces. RRM will meet with department representatives to identify their current space needs, anticipated growth, operational flow (now and anticipate in the future), what internal and external department adjacencies are desired, and the workplace culture. During this process, our team will objectively ask questions to differentiate the needs from wants and begin to identify opportunities for operational improvements through directed space allocation.

**Tasks:**

- *Prepare and conduct in-person, department representative interviews and existing facility walkthroughs and document findings of current and projected needs (approximately two days)*
- *Prepare an adjacency diagram that illustrates the physical and operational connections between spaces (this forms the basis for space distribution within the facility)*
- *Prepare component diagrams (independent floor/furniture plans) of key building components (e.g. typical workstation configurations, workroom, conference rooms, etc.)*
- *Perform and document current and future parking analysis*

**Deliverables:**

- *Prepare a written draft and final space needs program for the current needs and projected needs at a future date*
- *Departmental and spatial adjacency diagram*
- *Draft and final component diagram package*
- *Parking analysis*

**Meetings:**

- *Two (2) days of in-person on-site department representative interviews*
- *One (1) draft program review meeting (included as committee meeting)*

#### **Subtask 5.4: Conceptual Space Planning**

Finally, putting it all together. RRM will develop one conceptual floor plan diagram based on the program documents. Space plan diagrams will focus on the size and adjacency of spaces to each other and in relation to the existing condition and locations within the building. Upon completion of the conceptual floor plan RRM will prepare a conceptual budgetary cost estimate for proposed modifications.

##### **Tasks:**

- *Develop two (2) space plan bubble diagram options*
- *Develop design inspiration board of conceptual ideas*
- *Develop one (1) draft and (1) final conceptual site, floor, and phasing plan*
- *Develop perspective vignettes to communicate spatial design character*
- *Prepare perspective illustrative renderings*
- *Prepare draft and final report document*

##### **Deliverables:**

- *Develop space plan bubble diagram for two (2) concept options*
- *Draft and final conceptual site, floor, and phasing plan*
- *Three (3) perspective illustrative renderings*
- *Prepare conceptual cost estimate*
- *Draft program document (digital format)*
- *Digital and three (3) copies of the final program document*

##### **Meetings:**

- *One (1) in-person on-site meeting to review concept diagram options*
- *One (1) in-person on-site meetings to review draft conceptual plans*
- *One (1) in-person on-site meeting to review draft program document, cost estimate, and plans*

#### **SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT**

- **Current (latest) as-built building documents, including structural, mechanical, plumbing, and electrical plans**
- **Current digital (.DWG) floor plan drawings of the City Hall building**
- **Current organizational chart**
- **Access and coordination to personnel and facilities**

## SCHEDULE

RRM will work with the Client to develop an agreed upon design schedule prior to commencing work. Expedited scheduling may require additional fees in order to accommodate overtime expenses.

RRM understands the importance of meeting the following key milestones and will within our ability to meet these and other milestones and/or key deliverables established with the City.

- Project Kickoff – Early February 2020
- Annual Budget – May 2020
- Council Presentation – July 2020

## LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis.

The following services or tasks are specifically excluded from the scope:

- Engineering Drawings or Assessments
- Planning Application Documents
- Construction Documents

## TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)
1	<b>Project Kickoff and Administration</b>	\$ 14,000
2	<b>Existing Condition and Document Verification</b>	\$ 15,120
3	<b>Program Development</b>	\$ 28,050
4	<b>Conceptual Space Planning</b>	\$ 36,800
SUMMARY OF FEES:		<b>93,970</b>
Estimated Reimbursable Expenses:		<b>4,000</b>
ESTIMATED PROJECT TOTAL:		<b>97,970</b>

## TASK AND FEE SUMMARY – OPTIONAL TASK 5

TASK	DESCRIPTION	FIXED FEE (see footnote)
<b>Task 5</b>	<b>2930 Union Road Programming (Optional)</b>	
5.1	Project Kickoff and Administration	\$ 4,500
5.2	Existing Condition and Document Verification	\$ 4,800
5.3	Program Development	\$ 22,000
5.4	Conceptual Space Planning	\$ 29,400
<b>SUMMARY OF FEES:</b>		<b>60,700</b>
<b>Estimated Reimbursable Expenses:</b>		<b>2,000</b>
<b>ESTIMATED PROJECT TOTAL:</b>		<b>62,700</b>

### Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

### Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the Client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to, reproduction costs, postage, shipping, and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), and renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

### Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

**EXHIBIT A-1: SCHEDULE 1****Bill Rate Ranges***Subject to change effective March 1st each year*

<b>ARCHITECTURE</b>	
Architect	\$ 95 - \$ 160
Assistant Manager of Architecture	\$ 125 - \$ 185
Design Director	\$ 145 - \$ 230
Designer I - Architecture	\$ 70 - \$ 100
Designer II - Architecture	\$ 75 - \$ 125
Designer III - Architecture	\$ 90 - \$ 145
Interior Designer I	\$ 70 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 75
Job Captain	\$ 90 - \$ 145
Manager of Architecture	\$ 140 - \$ 245
Principal	\$ 175 - \$ 325
Project Architect	\$ 105 - \$ 175
Project Manager - Architecture	\$ 105 - \$ 175
Senior Architect	\$ 135 - \$ 220
Senior Designer - Architecture	\$ 135 - \$ 210
Senior Interior Designer	\$ 105 - \$ 195
Senior Project Manager - Architecture	\$ 135 - \$ 230

<b>PLANNING &amp; LANDSCAPE ARCHITECTURE</b>	
Assistant Designer	\$ 70 - \$ 100
Assistant Planner	\$ 70 - \$ 100
Associate Designer	\$ 80 - \$ 120
Associate Planner I	\$ 80 - \$ 120
Associate Planner II	\$ 90 - \$ 140
Designer - Landscape Architecture	\$ 95 - \$ 135
Intern	\$ 45 - \$ 75
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 140 - \$ 235
Manager of Planning	\$ 145 - \$ 240
Principal	\$ 175 - \$ 325
Principal Landscape Architect	\$ 130 - \$ 230
Principal Planner	\$ 140 - \$ 230
Senior Designer - Landscape Architecture	\$ 105 - \$ 160
Senior Landscape Architect	\$ 110 - \$ 170
Senior Planner	\$ 110 - \$ 185

<b>ENGINEERING &amp; SURVEYING</b>	
Agency Coordinator	\$ 55 - \$ 105
Construction Inspector	\$ 105 - \$ 155
Designer I - Engineering	\$ 50 - \$ 90
Designer II - Engineering	\$ 70 - \$ 115
Designer III - Engineering	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 125
Engineer II	\$ 100 - \$ 155
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 145 - \$ 230
Manager of Transportation Services	\$ 170 - \$ 280
Party Chief	\$ 80 - \$ 135
Principal	\$ 175 - \$ 325
Project Engineer	\$ 115 - \$ 175
Project Manager - Engineering	\$ 145 - \$ 230
Senior Designer - Engineering	\$ 105 - \$ 175
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 110 - \$ 180
Senior Project Engineer	\$ 135 - \$ 220
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 55 - \$ 80
Survey Technician II	\$ 70 - \$ 105
Survey Technician III	\$ 85 - \$ 155

**Surveying Crew Rates****REGULAR**

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

**PREVAILING WAGE**

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

**CORPORATE SERVICES**

Accounting Specialist	\$ 55 - \$ 100
Business Development Coordinator	\$ 85 - \$ 130
Business & Project Development Manager	\$ 100 - \$ 155
Chief Executive Officer	\$ 170 - \$ 350
Graphic Designer	\$ 80 - \$ 135
Manager of Marketing	\$ 100 - \$ 210
Marketing Assistant	\$ 50 - \$ 90
Marketing Coordinator	\$ 70 - \$ 110
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 125
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80

# City Hall Facility Space Needs Assessment

RRM	MIKE SCOTT	RRM	SCOTT MARTIN	RRM	CHARLES DELLINGER	RRM	PAIGE COOK	RRM	SERENA WADDELL	RRM		RRM	RRM DESIGN GROUP
	Principal-In-Charge		Design Director		Senior Project Manager		Programming Specialist		Interior Designer				In-House
	200 \$ per hour		200 \$ per hour		183 \$ per hour		100 \$ per hour		105 \$ per hour		0 \$ per hour		lump sum per task

TASKS	
<b>1.0 Project Kick Off and Administration</b>	<b>\$ 14,000</b>
Kick-off and Project Planning Meeting	\$ 2,964
General Administration	\$ 4,888
Monthly Meetings	\$ 6,148
<b>2.0 Existing Condition/Study Analysis</b>	<b>\$ 15,120</b>
Facility Walkthrough and Document Review	\$ 4,109
Base File Development	\$ 2,532
Facility Condition Assessment	\$ 2,732
Library MP Assessment and Analysis	\$ 2,732
Staff Growth Model	\$ 1,863
Meetings	\$ 1,152
<b>3.0 Program Development</b>	<b>\$ 28,050</b>
Interviews	\$ 4,528
Space Needs Analysis	\$ 5,264
Adjacency Analysis	\$ 2,732
Library MP Interviews and Space Needs	\$ 4,264
Component Diagrams	\$ 4,264
Parking Analysis	\$ 3,132
Meetings	\$ 3,864
<b>4.0 Conceptual Space Planning and Reporting</b>	<b>\$ 36,800</b>
Draft Concept Diagrams (2)	\$ 4,864
Draft Conceptual Floor and Furniture Plan and Vignettes	\$ 6,324
Draft Conceptual Furniture Plan (w/ existing identified)	\$ 4,852
Final Conceptual Plans and Renderings	\$ 6,412
Conceptual Cost Analysis	\$ 2,264
Report Documentation	\$ 4,264
Report/Conceptual Plan Revisions	\$ 2,932
Council Presentation	\$ 1,024
Meetings	\$ 3,864
<b>5.0 2930 Union Road Programming (optional)</b>	
<b>5.1 Project Kick Off and Administration</b>	<b>\$ 4,500</b>
Kick-off and Project Planning Meeting	\$ 2,332
General Administration	\$ 2,168
Monthly Meetings	\$ -
<b>5.2 Existing Condition/Study Analysis</b>	<b>\$ 4,800</b>
Site Walk and Document Review	\$ 1,332
Site Plan Development	\$ 1,366
Facility Condition Assessment	\$ -
Staff Growth Model	\$ 1,736
Meetings	\$ 366
<b>5.3 Program Development</b>	<b>\$ 22,000</b>
Interviews	\$ 4,544
Space Needs Analysis	\$ 4,864
Adjacency Analysis	\$ 2,132
Component Diagrams	\$ 4,264
Parking Analysis	\$ 3,132
Meetings	\$ 3,064
<b>5.4 Conceptual Space Planning and Reporting</b>	<b>\$ 29,400</b>
Draft Concept Diagrams (2)	\$ 3,720
Draft Conceptual Floor and Furniture Plan and Vignettes	\$ 5,524
Draft Conceptual Furniture Plan (w/ existing identified)	\$ 4,552
Final Conceptual Plans and Renderings	\$ 5,212
Conceptual Cost Analysis	\$ 2,264
Report Documentation	\$ 2,932
Report/Conceptual Plan Revisions	\$ 2,532
Council Presentation	\$ -
Meetings	\$ 2,664
<b>Total Value</b>	<b>\$ 154,670</b>

2	\$400	2	\$400	8	\$1,464	7	\$700	0	\$0	0	\$0		\$2,964
0	\$0	0	\$0	16	\$2,928	20	\$1,960	0	\$0	0	\$0		\$4,888
	\$0	6	\$1,200	16	\$2,928	16	\$1,600	4	\$420	0	\$0		\$6,148
2	\$400	2	\$400	12	\$2,196	11	\$1,113	0	\$0	0	\$0		\$4,109
0	\$0	0	\$0	4	\$732	18	\$1,800	0	\$0	0	\$0		\$2,532
2	\$400	2	\$400	4	\$732	12	\$1,200	0	\$0	0	\$0		\$2,732
0	\$0	4	\$800	4	\$732	12	\$1,200	0	\$0	0	\$0		\$2,732
0	\$0	0	\$0	8	\$1,464	4	\$399	0	\$0	0	\$0		\$1,863
0	\$0	0	\$0	4	\$732	0	\$0	4	\$420	0	\$0		\$1,152
0	\$0	0	\$0	16	\$2,928	16	\$1,600	0	\$0	0	\$0		\$4,528
2	\$400	1	\$200	8	\$1,464	32	\$3,200	0	\$0	0	\$0		\$5,264
2	\$400	2	\$400	4	\$732	12	\$1,200	0	\$0	0	\$0		\$2,732
0	\$0	4	\$800	8	\$1,464	20	\$2,000	0	\$0	0	\$0		\$4,264
0	\$0	2	\$400	8	\$1,464	24	\$2,400	0	\$0	0	\$0		\$4,264
0	\$0	0	\$0	4	\$732	24	\$2,400	0	\$0	0	\$0		\$3,132
4	\$800	4	\$800	8	\$1,464	8	\$800	0	\$0	0	\$0		\$3,864
1	\$200	4	\$800	8	\$1,464	24	\$2,400	0	\$0	0	\$0		\$4,864
0	\$0	2	\$400	8	\$1,464	32	\$3,200	12	\$1,260	0	\$0		\$6,324
1	\$200	2	\$400	4	\$732	10	\$1,000	24	\$2,520	0	\$0		\$4,852
0	\$0	4	\$800	4	\$732	32	\$3,200	16	\$1,680	0	\$0		\$6,412
0	\$0	0	\$0	8	\$1,464	8	\$800	0	\$0	0	\$0		\$2,264
1	\$200	1	\$200	8	\$1,464	24	\$2,400	0	\$0	0	\$0		\$4,264
1	\$200	2	\$400	4	\$732	16	\$1,600	0	\$0	0	\$0		\$2,932
0	\$0	2	\$400	2	\$366	2.6	\$258	0	\$0	0	\$0		\$1,024
0	\$0	8	\$1,600	8	\$1,464	8	\$800	0	\$0	0	\$0		\$3,864
2	\$400	2	\$400	4	\$732	8	\$800	0	\$0	0	\$0		\$2,332
0	\$0	0	\$0	8	\$1,464	7	\$704	0	\$0	0	\$0		\$2,168
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0
0	\$0	2	\$400	4	\$732	2	\$200	0	\$0	0	\$0		\$1,332
0	\$0	1	\$200	2	\$366	8	\$800	0	\$0	0	\$0		\$1,366
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0
0	\$0	0	\$0	8	\$1,464	2.7	\$272	0	\$0	0	\$0		\$1,736
0	\$0	0	\$0	2	\$366	0	\$0	0	\$0	0	\$0		\$366
0	\$0	0	\$0	16	\$2,928	16	\$1,616	0	\$0	0	\$0		\$4,544
1	\$0	1	\$200	8	\$1,464	32	\$3,200	0	\$0	0	\$0		\$4,864
1	\$0	1	\$200	4	\$732	12	\$1,200	0	\$0	0	\$0		\$2,132
2	\$0	2	\$400	8	\$1,464	24	\$2,400	0	\$0	0	\$0		\$4,264
0	\$0	0	\$0	4	\$732	24	\$2,400	0	\$0	0	\$0		\$3,132
4	\$0	4	\$800	8	\$1,464	8	\$800	0	\$0	0	\$0		\$3,064
1	\$200	2	\$400	4	\$732	24	\$2,388	0	\$0	0	\$0		\$3,720
0	\$0	2	\$400	8	\$1,464	24	\$2,400	12	\$1,260	0	\$0		\$5,524
1	\$200	2	\$400	4	\$732	7	\$700	24	\$2,520	0	\$0		\$4,552
0	\$0	2	\$400	4	\$732	24	\$2,400	16	\$1,680	0	\$0		\$5,212
0	\$0	0	\$0	8	\$1,464	8	\$800	0	\$0	0	\$0		\$2,264
0	\$0	1	\$200	4	\$732	20	\$2,000	0	\$0	0	\$0		\$2,932
0	\$0	1	\$200	4	\$732	16	\$1,600	0	\$0	0	\$0		\$2,532
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0
0	\$0	2	\$400	8	\$1,464	8	\$800	0	\$0	0	\$0		\$2,664
													\$ -

Team Member Totals -->

16	\$3,200	46	\$9,200	146	\$26,718	350	\$34,970	56	\$5,880	0	\$0		\$154,667
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**Total Labor Value** \$ **154,670**

**Estimated reimbursables** \$ 6,000