

## CITY OF MENIFEE

### PROFESSIONAL SERVICES AGREEMENT

#### CIP 21-04 NEW FIRE STATION NO. 5

#### ARCHITECTURAL AND ENGINEERING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this 21 day of April, 2021 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **Cannon Parkin Inc (dba “CannonDesign”)**, a California Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

#### SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **April 21, 2021** and shall end on **December 31, 2021** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein, Consultant shall perform the Services required pursuant to this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the “Standard of Care”). The Standard of Care shall be met at the satisfaction of the Contract Administrator. The Consultant makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder. This limitation shall not be modified by any certification or representation made by Consultant as an accommodation at the request of the City.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

## **SECTION 2. COMPENSATION.**

City hereby agrees to pay Consultant a sum not to exceed **SIX HUNDRED TWELVE THOUSAND THREE HUNDRED FORTY SEVEN DOLLARS AND ZERO CENTS (\$612,347.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;

g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee  
Attn: Accounts Payable  
29844 Haun Road  
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services performed according to the Standard of Care, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. Should Consultant be required to perform services beyond those listed in Exhibit A ("Additional Services"), Consultant shall be entitled to additional compensation, provided that Consultant receives advance written approval in the form of a signed contract amendment executed by both parties.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.4 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.5 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.6 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.7 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services completed according to the Standard of Care and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

### **SECTION 3. FACILITIES AND EQUIPMENT.**

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees

and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

#### **SECTION 4. INSURANCE REQUIREMENTS.**

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection

against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

#### 4.3 Professional Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' negligent acts, errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the

right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

#### 4.4 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **CIP 21-04 NEW FIRE STATION NO. 5 - ARCHITECTURAL AND ENGINEERING SERVICES.** The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

d. Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION.**

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

## **SECTION 6. STATUS OF CONSULTANT.**

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

## SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall, subject to the Standard of Care comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and 467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall with respect to third-party claims indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

## **SECTION 8. TERMINATION AND MODIFICATION.**

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

c. Retain a different consultant to complete the Services described in Exhibit A; and/or

d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall upon payment of all amounts due under this Agreement be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement and payment of all amounts due.. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law Any Intellectual Property of the Consultant which is already in existence at the time this Agreement is signed, which may be shared with the City during the performance of work under this Agreement, shall remain the Intellectual Property of the Consultant.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from

the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, or any other agreement, neither Party shall be liable to the other party under this Agreement, whether due to breach of contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated revenues or profits, damages by reason of loss of business reputation or opportunities, or for any special, exemplary, punitive, incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

10.3 Compliance. Each party to this contract agrees to comply with all applicable laws, including the Anti-Bribery and Anti-Corruption laws, of every government entity having jurisdiction in this matter, as well as the Foreign Corrupt Practices Act (FCPA) of the United States, the Canadian Corruption of Foreign Public Officials Act (CFPOA) and the Anti-Trafficking provisions of the Federal Acquisition Regulations. Each party to this contract shall comply with its respective Code of Conduct (Policy). Further, each party shall use Consultant's independently maintained "Ethics Line" to report, anonymously or otherwise, any suspected violation of law or Policy during the course of the services, including any potential violation of the FCPA, or any federal or state procurement laws.

By telephone (24 hours a day, 7 days a week): 1.855.502.1878

By email: [www.reportlineweb.com/cannondesign](http://www.reportlineweb.com/cannondesign)

10.4 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.5 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.6 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.7 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.8 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.9 Consultant Representative. All matters under this Agreement shall be handled for Consultant by Brandon Dekker, Principal (“Consultant’s Representative”). The Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.10 City Contract Administration. This Agreement shall be administered by a City employee, Carlos Geronimo, Principal Engineer (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.11 Notices. Any written notice to Consultant shall be sent to:

CannonDesign  
Attn: Brandon Dekker, Principal  
Turner Riverwalk, 11801 Pierce Street, St 200  
Riverside, CA 92505

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee  
29844 Haun Road  
Menifee, CA 92586  
Attn: Carlos Geronimo, Principal Engineer

with a copy to:

City Clerk  
City of Menifee

29844 Haun Road  
Menifee, CA 92586

10.12 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.
---

10.13 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.14 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.16 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.17 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.18 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.19 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.20 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.21 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

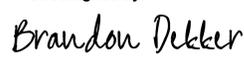
[Signatures on Following Page]

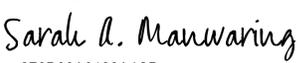
IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

**CITY OF MENIFEE**

**CONSULTANT**

DocuSigned by:  
  
A96907ED91464C0...  
Armando G. Villa, City Manager

DocuSigned by:  
  
95BE0F0D94EC44E...  
Brandon Dekker-Principal

Attest:  
DocuSigned by:  
  
276D99A0122A4CB...  
Sarah A. Manwaring, City Clerk

DocuSigned by:  
  
882DD5637E0A46D...  
Matt Greiner-Senior Vice President

Approved as to Form:  
DocuSigned by:  
  
DADE6666100C4BB...  
Jeffrey T. Melching, City Attorney

[Corporation must have two signatures]

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Comprehensive Architectural and Engineering Services in the amount not to exceed **SIX HUNDRED TWELVE THOUSAND THREE HUNDRED FORTY SEVEN DOLLARS AND ZERO CENTS (\$612,347.00)** for CIP 21-04 (New Fire Station No.5) as further detailed in the following pages.

## Detailed Work Plan

We recognize that to successfully deliver a project in today's environment requires the collaboration of many specialists. To successfully integrate all expertise requires open communication, common goals, teamwork, and a proven process. The many complex and important issues related to the successful completion of this project and its use are a key responsibility of the design team.

Two essential forces drive change in Fire Station facilities — opportunity and obsolescence. An effective design solution defines rational and achievable development options that support defined opportunities and, through the exploration and implementation of innovative design elements, mitigate obsolescence. CannonDesign uses a unique project approach that recognizes these drivers, so that every opportunity for transformation is maximized, and the likelihood of obsolescence is minimized.

### INTEGRATING SUSTAINABILITY INTO THE DESIGN PROCESS

As a public building in California, we know that the new chemistry building will adhere to California Title 24 environmental requirements. We host a sustainability workshop during conceptual design to outline the building's sustainability goals and align them with those of the campus and California's Title 24 requirements.

A Fire Station utilizes more energy than a typical building because of the 24/7 occupancy, water usage and apparatus bay heating/cooling. CannonDesign is a leader in sustainable design for academic and research facilities and we are eager to find ways to reduce energy consumption throughout new Fire Station building. Three areas where we can focus on improving building sustainability include:

- Reducing air flows to reduce energy use

- Reducing equipment plug loads that drive energy use

- Reducing water use

The new Fire Station will achieve a minimum of Silver certification per current LEED NC criteria. To further benefit occupant health, indoor air quality will meet or surpass ANSI/ASHRAE 62.1-2007. Beyond traditional energy-saving design, we use the multiple software platforms to simulate whole building energy performance in three categories:

- Conceptual models to inform “big picture” design decisions during conceptual design
- Micro-models to inform specific design details, such as exterior skin options
- Macro-models to detail whole-building modeling that predicts energy usage and, in the final design stages, informs the documentation and building operation strategies

### A PROCESS FOR INNOVATION

Our process begins with a series of workshops that seek to define the DNA of the project, a process that we call prototyping. Our prototyping workshops will help uncover hidden challenges and opportunities, resulting in a richer research vision that will better guide future solutions. What we learn during the prototyping process will illuminate our exploration of novel design ideas. We describe the prototyping process in the Methodology section of this RFP response.

### COMMUNICATION FRAMEWORK

A prerequisite in preparing for a successful planning and design process, CannonDesign will work with the City of Menifee and Fire Station personnel to identify internal and external stakeholders who will be impacted by the facility.

### ENGAGEMENT—ACTIVITIES TO FACILITATE INPUT

Our team will facilitate activities aligned with the stakeholder group(s). During program validation, interviews and observations of current spaces and operations will be used to gather information and discuss potential future need. Flows of operations, materials, and people will be observed. Surveys may also be conducted to gather technical information and details, as well as time spent by staff in various spaces.

Throughout design, workshops will be conducted with stakeholders to facilitate discussions that build upon your vision and develop a model that will support flexibility and positive outcomes. The activities will address internal/external collaborations and design opportunities. Sessions will be facilitated with technology support to accommodate real-time scenario changes of blocking of program elements.

We are aware of the significant time investment that will be required of City of Menifee and Fire Station personnel to deliver a high-performing Fire Station, particularly during the early programming and planning phases of the project. We will be respectful of this time commitment and provide a roadmap of activities, meetings, and milestones so that participation can be coordinated well in advance. Regular meetings will be scheduled based on the stakeholders and level of meeting frequency required for each.

### ABILITY TO MEET SCHEDULE

Pull planning techniques will be utilized to develop an overall, comprehensive project design schedule. Our pull planning process involves the core design team, City of Menifee and Fire Station stakeholders in interactive scheduling sessions that begin with schedule goals and, then, identify important milestones, decisions, and deliverables—with input and buy-in from all parties. Time is included for important client activities, such as reviews,

approvals, and any mandatory or jurisdictional presentations/ approvals.

#### **ABILITY TO CONTROL COST**

A rigorous Target-Value-Design communication and budgeting tool will be implemented in collaboration with the estimator to verify at each stage that the project design is tracking with the budget. Cost estimate reconciliation with the estimator will be conducted at each milestone. Value Engineering will be used to validate that the City of Menifee is receiving the highest value for every dollar spent. The Target-Value-Design method helps to predict early in the process where the greatest cost benefits can be achieved. Its steps include:

- Define value and establish priorities with the City of Menifee and Fire Station team.
- Perform life-cycle cost analysis to assess the ROI of products and systems to ensure the design life for the new Fire Station will be 50 years or more.
- Devise innovative constructability strategies that cost less and perform better.
- Estimate early and often and reconcile these estimates with the City’s Construction Manager.

#### **DOCUMENTATION AND INTEGRATION OF TECHNOLOGIES**

CannonDesign combines innovative design thinking with industry-leading technical proficiency. We use Building Information Modeling (BIM) to visualize the complex design that results from this combination and to detect potential problems with the proposed design before advancing to the next project phase. Proficiency in Revit is a requirement for all our design and production staff and implementation of strategic BIM-based solutions is a basic responsibility for all project leaders.

We will use BIM to facilitate collaboration with the City of Menifee and Fire Station team and the general contractor. We

use e-SPECS to fully integrate our model with our specifications and to connect our cost estimates to the BIM. To harness the vast amount of data contained in our models, we use a variety of parametric applications to develop our own customized, algorithmic-based programs to set design strategies. This allows us to analyze quantitative data pertaining to client goals early in design—everything from energy use to curtain wall optimization to operational efficiency.

During the later stages of the project, we will:

- Work with the contractor to implement clash detection, using Navisworks software to determine interference among building utilities and structural elements—and to coordinate the spatial relationships among the model’s components, assemblies, and systems, and their final progression as defined in the BIM execution plan.
- Coordinate the evolving building components, assemblies, and systems to ensure that the occupiable space needed by these building systems is adequate and that the systems can be integrated without interfering with one another while maintaining accessibility and serviceability.

#### **DESIGNING DURING THE PANDEMIC**

In the event that the Covid-19 pandemic continues to limit face-to-face meetings, our team is fully prepared to conduct workshops, design work, and collaboration from afar via remote format, as directed by the City of Menifee. Throughout the pandemic, our team has led programming and concept design with clients through an enhanced remote collaboration environment. Our team can use Microsoft Teams, Go-to-Meeting, Zoom, or WebEx to host meetings. Additionally, we use remote collaboration software, such as Miro Board, which allows us to place images, drawings, sketches, or any other document into a

virtual whiteboard space and then zoom in and out on the item under discussion. Each Miro user can draw on the screen in an assigned color—emulating a collaborative environment much like in-person meetings. Additionally, the team uses the communication platforms and other remote software to quickly share design sketches, programming spreadsheets, and other materials.

#### **PRE-DESIGN AND DEVELOPMENT PHASE**

CannonDesign will utilize the initial basic design program elements, indicated in the RFP to analyze, and begin the development of the project program. These items include: a drive-through Apparatus Bay for three (3) fire engines; six (6) Bedrooms; three (3) Bathrooms, a Gym facility; three (3) Office spaces; a Lobby/Reception area; Kitchen and Dining areas; and a Living/ Day room.

In addition, CannonDesign will analyze existing call volume, response time requirements, fire personnel, fire equipment, existing and future development in the area of the proposed fire station, etc. We will develop a Code Analysis to ensure the design and engineering for the new Fire Station will comply with the current edition of the California Building Code, Fire, Plumbing, Mechanical, Electrical codes and Greenbook Standards and Guidelines.

We will meet City Engineering, Planning, Building and Fire Departments to further analyze needs and spaces. Based on our analysis, the stated programmatic needs, the information developed in conjunction with the City department, we will verify whether the basic design requirements are appropriate for this facility, under-over-sized, and whether modifications are required and what those modifications should be. We will document this process, analysis, and recommendations in a Space Needs Assessment.

With the Space Needs Assessment in place, we will work with the City to

develop the Functional Program for the Building and Site. The outcome will be documents in the Building Program Document that will be a part of the Basis of Design Criteria, which will include preliminary ROM cost estimating and early engineering requirements.

#### **Site Planning for the new Fire Station**

CannonDesign will study the site utilizing surveys, geotechnical investigation, utility, and telecommunication agencies coordination (Eastern Municipal Water District, Southern California Edison, the Gas Company, Verizon, etc.) to develop several alternative site planning studies. We will then work with the City to determine the best solution which considers the building placement, exterior circulation, access, and parking. This solution, based on survey information, coordination and collaboration with the City will be the Schematic Site Plan and will also be included Building Program Document.

#### **30% SCHEMATIC DESIGN (SD)**

After the Pre-Design and Development Phase has honed the vision for the building into a workable prototype, the form and character of the building will begin to take shape along with the desired site characteristics. At this time, several building plan alternatives will be provided, and reviewed. Exterior massing and elevations will be developed and architectural rendered for a cohesive Conceptual Design. The design will be presented to the City Planning department for initial review.

Moving forward, with adjustments as recommended by the City and Planning, we will develop the Schematic Design documents for one selected design concept. During this period, our process for meeting with the City will be through a series of work sessions. Using BIM models, plans, sketches, and renderings, we will explore and communicate building alternatives collaborating with the City on the design to ensure acceptance and compliance as we move forward. These plans will

include, at a minimum: site plan(s), building plans, exterior elevations, roof plans, building sections, and Civil, Landscape Architecture, Structural, Mechanical, Electrical, Plumbing Engineering. In addition, we will begin to develop building materials selecting colors and materials. The site and building are continuously being designed with sustainability and building life-cycle in mind. While we are always testing the design to the budget, at the completion of SD, the documents produced will go through a pricing confirmation with the team's cost estimator to provide a formal Schematic Design Construction Cost Estimate. The plans, renderings, design material and estimate will be presented to the City to gain feedback and acceptance to move forward.

#### **DESIGN DEVELOPMENT (DD)**

As we advance to the DD phase, CannonDesign will further develop the design intentions for each component of the project, continuing to collaborate with the City, refining the building's overall character, dimensions, materials, and quality. During this phase, The Civil, Mechanical, Electrical, Plumbing, and Structural Engineers will respond to the design and develop systems for the project. The interior design and sustainability standards will be developed.

The documents produced at the completion of DD will also go through a pricing confirmation (as in SD) with the team's cost estimator. Again, the team will align costs with the budget by recommending adjustments to the design or materials. We will obtain City and Stakeholder approvals of all design direction before finalizing the documents. The Design Development Documents will include: Civil site plan (precise grading plans), building plans and sections, interior elevations, exterior elevations, wall sections, reflected ceiling plan, structural plans, framing plans, mechanical, plumbing, and electrical plans, landscaping and irrigation plans; outline specifications describing basic materials and systems,

material samples and color board, and exterior rendering.

Once finalized, the documents and estimate will be packaged and reviewed with City to review deliverables, make corrections as required. Then, we will meet with the entire stakeholder team and present the Design Development package. Finally, we will present project to Planning Commission.

#### **60% CONSTRUCTION DOCUMENTS (60% CD)**

At the commencement of this phase, emphasis will shift to the production of technical documents. CannonDesign will work closely with The City to make sure project budget stays on track and with all project consultants to ensure that all project parameters are maintained. The nature of this phase dictates frequent client/consultant team meetings and work sessions to encourage constant communication among all team members.

CannonDesign will prepare 60% CD plans. The 60% CD plans will present all proposed project features and are anticipated to include the following, but not limited to: title sheet, architectural, mechanical, electrical, plumbing, communications, structural, civil, landscape, and lighting plans. Consultant shall also prepare a draft set of technical provisions / specifications based on the City's template. The 60% CDs will go through a final pricing confirmation with the team's cost estimator. Once more, we will reconcile any discrepancies between cost and budget, adjusting the design or materials as necessary. After receiving final approval, we will finalize the documents.

CannonDesign will coordinate and provide submittals with appropriate utility agencies based on agencies standards and guidelines for all utility connections. In addition, CannonDesign will prepare the initial Water Quality Management Plan (WQMP) for review.

#### **AGENCY REVIEW**

Through teamwork and open

communication, we work with the County, City, and Fire Authority from the start to ensure that all required documents and forms are completed in a timely manner.

As the project moves through construction, timely Interim Reports will be filed by our Design Team and any required post approval documents, (deferred submittals, revisions, addenda, construction change documents), will be developed, submitted, and tracked through approval. With the implementation of the Bluebeam Studio Electronic Plan Review process, all post approval documents are also reviewed using this platform in order to streamline the review and approval process.

We understand The City will be responsible for pulling all necessary permits, paying all fees pursuant to the RFP. In addition, the City will complete and submit all CEQA required documents.

#### **95% DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)**

After receiving and discussing City comments on the 60% design plans and special provisions, CannonDesign will prepare a 95% PS&E package for the City review. The 95% PS&E will complete the details for the design features developed in the 60% design plans and present the complete draft bid package (electronic submittal), including an updated construction cost estimate, WQMP, and SWPPP.

#### **100% DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE (100% PS&E)**

After receiving and discussing City comments on the 95% PS&E, CannonDesign will prepare a 100% PS&E package based on comments from the City on the 95% PS&E submittal. This package will primarily incorporate changes due to the comments and complete any final missing details. The 100% PS&E shall be submitted for one final review by the City. This package will include an electronic submittal of all architectural and engineering documents, Project

Manual, Estimate, Final WQMP, and Final SWPPP.

This submittal constitutes the Final Bid Package. This package is ready to advertise and will include signed and stamped mylars of the final plans, electronic word version of the final special provisions and incorporated in the City's template including final bid schedule, one (1) hard copy and electronic copy of all final reports including but not limited to Water Quality Management Plan, Supplemental Geotechnical Reports (if needed), etc. In addition, we will submit electronic version of all base files, sheet-drawing files, and survey files used in the design of the proposed Fire Station later.

#### **QUALITY ASSURANCE/QUALITY CONTROL DURING THE DESIGN PHASE**

Throughout the Design Phase, CannonDesign will continue to carry out the rigorous QA/QC process that began in the Pre-Design Phase.

#### **BIDDING AND AWARD PHASE**

CannonDesign will a) Assist City with bidding the project. We will attend the pre-bid conference and site walk and lead if appropriate; answer bidders' requests for information (RFIs); and prepare clarifications and addenda as required.

#### **CONSTRUCTION ADMINISTRATION**

Construction Administration (CA) requires competence and responsiveness. During construction it is imperative that the strength and speed of all communication be at their highest and most efficient. Developing a partnership relationship between the design team and the construction team based on trust, honesty, and integrity allows integrated solutions to be developed and questions to easily be responded to; a relationship that is critical to the success of this phase. The continuity of the design team is also crucial, to ensure that the vision and objectives developed during the planning stages are carried through as questions arise during construction. With our local presence and our

regional expertise, CannonDesign is ready to partner with the City of Menifee, the contractor, and the entire team in delivering a successful project. The various tasks include the following:

- Provide a conformed set of construction documents with all addenda and plan check comments and stamp, "Issued for Construction".
- Field Visits: Attend weekly construction meetings administered and recorded by City's project manager; review construction progress.
- Weekly field observation reports.
- Submittals and RFIs: Review and respond to contractor's submittals and RFIs.
- Clarifications: Provide clarification drawings as required.
- Upon request from the City's project manager, review contractor's cost proposals for additional work.
- Punch list: Upon notification from contractor that the work is complete, prepare punch lists.
- Follow up with site visits and updated punch lists.
- Sign-off on substantial completion.
- Review contractor's as-built records for completeness. Report any deficiencies.

#### **PROJECT CLOSE-OUT AND RECORD DRAWINGS**

At the conclusion of the Construction Administration phase, we will close out the project pursuant to the contract documents, which will include a complete set of record drawings based upon the most recently issued contract documents. This set will include changes that occurred during construction that were issued by the Design Team. We will finally, perform a walk-through of the project at 6-months and 9-months post construction.

## Tentative Project Schedule

TASK SCHEDULE	DURATION	START	FINISH
Notice to Proceed	0 days	Mon 4/5/21	Mon 4/5/21
<b>Pre-Design &amp; Development Phase</b>	<b>25 days</b>	<b>Mon 4/5/21</b>	<b>Fri 5/7/21</b>
Kick-Off Meeting	0 days	Mon 4/5/21	Mon 4/5/21
New Site & Existing Facility Analysis	5 days	Mon 4/5/21	Fri 4/9/21
Interviews	10 days	Mon 4/5/21	Fri 4/16/21
Perform Code Analysis	2 days	Mon 4/5/21	Tue 4/6/21
Develop Space Needs Assessment	5 days	Mon 4/12/21	Fri 4/16/21
Meet with City Departments	5 days	Mon 4/19/21	Fri 4/23/21
Coordinate with utility and telecommunication agencies	10 days	Mon 4/19/21	Fri 4/30/21
Develop Building Program Document	2 days	Mon 5/3/21	Tue 5/4/21
Develop Basis of Design	5 days	Mon 5/3/21	Fri 5/7/21
<b>Site Planning for the New Fire Station Phase</b>	<b>15 days</b>	<b>Mon 5/19/21</b>	<b>Fri 5/28/21</b>
Develop Site Plan Alternatives	10 days	Mon 5/10/21	5/21/21
Review Site Plan Alternatives with City	0 days	Fri 5/21/21	Fri 5/21/21
Modify selected Site Plan	5 days	Mon 5/24/21	Fri 5/28/21
Present selected Site Plan with modifications for City approval	0 days	Fri 5/28/21	Fri 5/28/21
<b>30% Schematic Design Phase for the New Fire Station</b>	<b>35 days</b>	<b>Mon 5/31/21</b>	<b>Fri 7/16/21</b>
Prepare Building Plan Alternatives for City Review	15 days	Mon 5/31/21	Fri 6/18/21
Present Building Plan Alternatives to City	0 days	Fri 6/18/21	Fri 6/18/21
Modify selected Building Plan	5 days	Mon 6/21/21	Fri 6/25/21
Present selected Building Plan with modifications for City approval	0 days	Fri 6/25/21	Fri 6/25/21
Prepare Schematic Design documents from selected plan	15 days	Mon 6/28/21	Fri 7/16/21
Prepare Initial LEED Concepts/Scorecard	2 days	Mon 6/28/21	Tue 6/29/21
Meet & review with City for occupancy and code compliance requirements	2 days	Mon 6/28/21	Tue 6/29/21
Prepare a Construction Cost Estimate	5 days	Mon 6/28/21	Fri 7/2/21
City internal review	5 days	Mon 7/5/21	Fri 7/9/21
City Authorization to commence with DD Phase	0 days	Fri 7/9/21	Fri 7/9/21
<b>Design Development Phase</b>	<b>40 days</b>	<b>Mon 7/12/21</b>	<b>Fri 9/3/21</b>
Architectural & Engineering Development & Production	15 days	Mon 7/23/21	Fri 7/30/21
Review Meeting with City Staff and Fire Department to develop interior and exterior material finishes	0 days	Fri 7/30/21	Fri 7/30/21
Develop / Refine Design & Engineering Systems	10 days	Mon 8/2/21	Fri 8/13/21
Develop sustainability standards and interior elevations	10 days	Mon 8/2/21	Fri 8/13/21
Architectural & Engineering Development & Production	10 days	Mon 8/2/21	Fri 8/13/21
Design Development Review Meeting	0 days	Fri 8/13/21	Fri 8/13/21
Prepare Design Development Project Manual / Specifications	10 days	Mon 8/16/21	Fri 8/27/21
Update Statement of Probable Construction Cost	5 days	Mon 8/16/21	Fri 8/20/21
Review DD Phase Submittal with City - formal submission	0 days	Fri 8/27/21	Fri 8/27/21
City review and approval of Design Development Package	5 days	Mon 8/30/21	Fri 9/3/21
Authorization to commence with 60% Design Plans Phase	0 days	Fri 9/3/21	Fri 9/3/21
City to complete and submit CEQA documents	0 days	Fri 9/3/21	Fri 9/3/21
<b>60% Design Plans Phase</b>	<b>40 days</b>	<b>Mon 9/6/21</b>	<b>Fri 10/29/21</b>
Design Plans Production	15 days	Mon 9/6/21	Fri 9/24/21
Design Plans Meeting	0 days	Fri 9/24/21	Fri 9/24/21
Submit Plans to Utility Agencies	0 days	Fri 9/24/21	Fri 9/24/21
Prepare Draft WQMP	5 days	Mon 9/27/21	10/1/21

TASK SCHEDULE	DURATION	START	FINISH
Design Plans Production	15 days	Mon 9/27/21	Fri 10/15/21
Update Statement of Probable Construction Cost	5 days	Mon 10/18/21	Fri 10/22/21
City review and approval of 60% Design Plans Package	5 days	Mon 10/25/21	Fri 10/29/21
Authorization to commence with 95% Design Plans Phase	0 days	Fri 10/29/21	Fri 10/29/21
<b>95% Design Plans, Specs, &amp; Estimate (PS&amp;E) Phase</b>	<b>55 days</b>	<b>Mon 11/1/21</b>	<b>Fri 1/14/22</b>
Design Plans Production - City comment incorporation	13 days	Mon 11/1/21	Wed 11/17/21
Prepare Package for City Plan Review	2 days	Thu 11/18/21	Fri 11/19/21
Update Statement of Probable Construction Cost	3 days	Thu 11/18/21	Mon 11/22/21
Obtain City authorization to submit 95% Design Plans for City Plan Review	4 days	Tue 11/21/21	Fri 11/26/21
Submit 95% Design Plans for City Plan Review	0 days	Fri 11/26/21	Fri 11/26/21
Plan Review Period	20 days	Mon 11/29/21	Fri 12/24/21
Comments Received	0 days	Fri 12/24/21	Fri 12/24/21
Comments Addressed	10 days	Mon 12/27/21	Fri 1/7/22
Backcheck	5 days	Mon 1/10/22	Fri 1/14/22
Obtain City Plan Approval of Construction Documents	0 days	Fri 1/14/22	Fri 1/14/22
<b>100% Final Plans, Specs, &amp; Estimate Phase</b>	<b>10 days</b>	<b>Mon 1/17/22</b>	<b>Fri 1/28/22</b>
Prepare 100% PS&E package based on comments from Plan Check	5 days	Mon 1/17/22	Fri 1/21/22
Submit 100% PS&E Plans for final City approval	5 days	Mon 1/24/22	Fri 1/28/22
<b>Final Bid Package Phase</b>	<b>0 days</b>	<b>Mon 1/28/22</b>	<b>Wed 1/28/22</b>
Prepare complete Final Bid Package for Advertisement	0 days	Fri 1/28/22	Fri 1/28/22
<b>Bidding &amp; Award Phase</b>	<b>33 days</b>	<b>Mon 1/31/22</b>	<b>Wed 3/16/22</b>
Advertisement 1 and 2	8 days	Mon 1/31/22	Wed 2/9/22
Job Walk	0 days	Wed 2/9/22	Wed 2/9/22
Bid Period	3 wks	Thu 2/10/22	Wed 3/2/22
Open Bids	0 days	Wed 3/2/22	Wed 3/2/22
Negotiate / prepare construction contract	10 days	Thu 3/3/22	Wed 3/16/22
<b>Construction Administration Phase</b>	<b>200 days</b>	<b>Wed 3/16/22</b>	<b>Wed 12/21/22</b>
Award construction contract	0 days	Wed 3/16/22	Wed 3/16/22
Provide a conformed set of construction document	0 days	Wed 3/16/22	Wed 3/16/22
Mobilization	2 wks	Thu 3/17/22	Wed 3/30/22
Demolition & Site Prep	6 wks	Thu 3/17/22	Wed 4/27/22
New Construction	28 wks	Thu 4/28/22	Wed 11/9/22
Punch List	0 days	Wed 11/9/22	Wed 11/9/22
Punch List Work	10 days	Thu 11/10/22	Wed 11/23/22
Substantial Completion	0 days	Wed 11/23/22	Wed 11/23/22
Furnishings and Equipment Installation	20 days	Thu 11/24/22	Wed 12/21/22
Equipment Installation	20 days	Thu 11/24/22	Wed 12/21/22
Furniture Installation	20 days	Thu 11/24/22	Wed 12/21/22
Final Completion of Construction - Occupancy	0 days	Wed 12/21/22	Wed 12/21/22
<b>Post-Construction Phase</b>	<b>195 days</b>	<b>Wed 12/21/22</b>	<b>Wed 9/20/23</b>
City to file Notice of Completion for Construction	0 days	Wed 12/21/22	Wed 12/21/22
Prepare and submit Record Drawings	10 days	Thu 12/22/22	Wed 1/4/23
Walk-through of project at 6-months	0 days	Wed 6/21/23	Wed 6/21/23
Walk-through of project at 9-months	0 days	Wed 9/20/23	Wed 9/20/23

We have reviewed the time frame of similar projects we have recently completed in Riverside County including: Coachella Library (15,000 sf); Sunline Transportation Authority Administrative Offices (10,000 sf); and the Menifee Library (20,000 sf). These projects have similar time frames to what is proposed above for the new Fire Station No. 5 which is smaller, but similar in complexity to these examples. We are confident in the schedule above and our management of the project will always work to maintain the Schedule throughout the course of the project.

# Fee Proposal

<b>PROGRAMMING AND PLANNING SERVICES</b>		
<b>Phase</b>		<b>Fee</b>
PRE-DESIGN & DEVELOPMENT	\$	52,826
SITE PLANNING	\$	26,019
<b>PROGRAMMING AND PLANNING FEE SUB-TOTAL</b>	<b>\$</b>	<b>78,845</b>

<b>BASIC SERVICES</b>		
<b>Phase</b>		<b>Fee</b>
30% SCHEMATIC DESIGN	\$	91,350
DESIGN DEVELOPMENT	\$	91,350
60% DESIGN PLANS	\$	91,350
95% DESIGN PLANS, SPECIFICATIONS, & ESTIMATE (PS&E)	\$	42,630
100% FINAL PLANS, SPECIFICATIONS, & ESTIMATE	\$	42,630
FINAL BID PACKAGE	\$	42,630
BIDDING & AWARD	\$	18,270
CONSTRUCTION ADMINISTRATION		TBD
POST-CONSTRUCTION		TBD
<b>BASIC SERVICES FEE SUB-TOTAL</b>	<b>\$</b>	<b>420,210</b>

<b>SUPPLEMENTAL SERVICES</b>		
<b>Discipline</b>		<b>Fee</b>
ESTIMATING	\$	21,600
TECHNOLOGY	\$	14,280
FIRE PROTECTION	\$	10,710
LEED COORDINATION	\$	24,000
GEOTECHNICAL INVESTIGATION	\$	11,900
SURVEYS - TOPOGRAPHIC AND UTILITY	\$	6,600
<b>SUPPLEMENTAL SERVICES FEE SUB-TOTAL</b>	<b>\$</b>	<b>89,090</b>
REIMBURSABLE EXPENSES	\$	24,202
<b>FEE TOTAL</b>	<b>\$</b>	<b>612,347</b>

# Hourly Rates

## CANNONDESIGN

Integrated Design Services

Category	Rates
Principal	\$275.00
Senior Vice President	\$250.00
Vice President	\$230.00
Associate Vice President	\$210.00
Professional IV	\$190.00
Professional III	\$160.00
Professional II	\$145.00
Professional I	\$110.00
Administrative Support	\$70.00

Rates are subject to change at the end of the calendar year.

## ARMSTRONG & BROOKS CONSULTING ENGINEERS

Category	Rates
Principal	\$175.00
Civil Engineer	\$150.00
Designer	\$105.00
Draftsperson	\$90.00
Clerical	\$60.00
2-Man Survey	\$180.00

## GROUNDLEVEL LANDSCAPE ARCHITECTURE

Category	Rates
Senior Principal Landscape Architect	\$205.00
Principal Landscape Architect	\$185.00
Senior Associate	\$160.00
Associate	\$155.00
Graphics Director	\$160.00
Graphics Manager	\$145.00
Project Landscape Architect	\$148.00
Project Manager	\$145.00
Site Furnishings Specialist	\$130.00
Job Captain	\$130.00
Designer/Draftsperson	\$120.00
Administrative Assistant/Graphic Designer	\$65.00

## NOVA SERVICES, INC.

### Professional Services

Category	Rates
Principal Engineer/Geologist	\$200.00
Senior Engineer/Geologist	\$165.00
Project Engineer/Geologist	\$150.00
Staff Engineer/Geologist	\$125.00
Engineering Technician	\$95.00
Expert Witness Testimony	\$350.00

### Technical Services

Category	Rates
Special Inspector: Concrete	\$86.00
Special Inspector: Steel	\$86.00
Special Inspector: Masonry	\$86.00
Special Inspector: Post-Tension Concrete	\$86.00
Special Inspector: Fireproofing	\$86.00
Special Inspector: Batch Plant	\$86.00
Special Inspector: CWI	\$116.00
Senior/Supervising Inspector	\$95.00
Soil Technician	\$82.00
Concrete Technician - ACI	\$72.00
Batch Plant Inspector Asphalt/Concrete	\$86.00

### Non-Destructive Testing

Category	Rates
Ultrasonic Technician	\$98.00
Magnetic Particle Technician	\$98.00
Liquid Penetrant Technician	\$98.00

### Equipment and Expenses

Category	Rates
Coring Two Man Crew	\$195.00
Nuclear Gauge	\$40.00/day
Pachometer (reinforcing steel)	\$50.00/day
Skidmore/Wilhelm	\$100.00/day
Monometer	\$50.00/day
Schmidt Hammer	\$10.00/day

### Support Services

Category	Rates
Technical Drafter (CAD)	\$85.00
Word Processing/Administrative	\$55.00
Pick-Up/Delivery within-San Diego County (per trip)	\$85.00
Monthly MetaField Reporting	\$325.00
Report/Plan Submittal	\$55.00