

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
PBK ARCHITECTS, INC. DBA PBK-WLC ARCHITECTS**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15th day of February, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PBK ARCHITECTS, INC. a Texas corporation DBA PBK-WLC ARCHITECTS ("Consultant").

**W I T N E S S E T H :**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide architectural and engineering services in connection with the reconstruction of Fire Station No. 2, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibits "A" and "B" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposal, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and incorporated herein (the "Fee Schedule"). Consultant's total compensation shall not exceed Seven Hundred Thirty Thousand Dollars (\$730,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. When invoicing City for reimbursable expenses as outlined in Exhibit C, Consultant shall provide copies of all relevant invoices, receipts or other documentation as may be reasonably requested by City. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the project schedule agreed upon by City and Consultant. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on February 14, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

#### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City

is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### **IF TO CONSULTANT:**

PBK-WLC Architects  
8163 Rochester Ave., Suite 100  
Rancho Cucamonga, CA 91730  
Tel: (909) 238-7030  
Attn: Kelley Needham

### **IF TO CITY:**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5096  
Attn: Arash Rahimian

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful

misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be



and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by

reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the

parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[Name and Title]

Date: \_\_\_\_\_

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Arash Rahimian  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSAL**



# CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

September 13, 2021

**SUBJECT: FIRE STATION NO. 2:  
REQUEST FOR PROPOSAL (RFP) TO PROVIDE PROFESSIONAL  
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES**

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to provide professional architectural and engineering services for the design of Fire Station No. 2. The schedule is as follows:

<b>ENGINEERING SCHEDULE</b>	<b>DATE</b>
1. Mandatory Job Walk	09/21/21
2. Deadline to Submit Requests for Clarification	09/30/21
3. Proposal Due Date	10/13/21
4. City Council Award of Professional Services Agreement	01/04/22
5. Project Kick-off Meeting	01/24/22

Enclosed is the Request for Proposal (RFP) to provide professional services for the subject project. The proposal requirements and the necessary professional services required by the City are stated within the RFP. The consultant shall provide all services as requested in the RFP and stated in the submitted proposal.

A mandatory job walk is scheduled for Tuesday, September 21, 2021, at 10:30 am at Fire Station No. 2 located at 800 Baker Street, Costa Mesa, CA 92626. Access will be granted through the back entrance off of Randolph Avenue.

## **CITY OF COSTA MESA CONTACT PERSON**

The City of Costa Mesa contact person for this project is Arash Rahimian, Senior Engineer. All correspondence shall be submitted in writing via Planet Bids. Inquiries submitted other than via Planet Bids will not receive a response.

## **PROPOSAL SUBMITTAL REQUIREMENTS**

Proposals shall be submitted electronically via PlanetBids:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>

No other form of submittal shall be accepted by the City.

## **FEE PROPOSAL**

Fee Proposals shall be submitted in a separate file electronically via PlanetBids:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>

Sincerely,

*ARASH RAHIMIAN*

**Arash Rahimian, P.E.**  
Senior Engineer

## **FIRE STATION NO. 2 – REQUEST FOR PROPOSAL TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES**

### **1. INTRODUCTION**

The City of Costa Mesa, California (City) is soliciting a Request for Proposals (RFP) for the selection of an Architectural / Engineering firm for the design of Fire Station No. 2 (the project).

The project will replace the existing Fire Station built in 1966 with a new approximately 8,000 - 9,000 square foot structure located on the site owned by the City at 800 Baker Street, on an approximately 0.8-acre lot.

The City's goal is to have a proposal for the professional services needed to complete this project. If you feel that any items should be added to the scope of work to accomplish this goal, please include a separate description and cost item in your proposal.

### **2. CONTENT OF PROPOSAL**

To maintain uniformity, your proposal must be limited to **a maximum of 20 pages** (excluding front and back covers, section dividers, resumes, and photographs) and must include the following:

Statement of project understanding containing any suggestions for successful completion of the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.

A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.

A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner taking into consideration the required meetings noted below.

A fee proposal provided in a separate electronic file.

### **3. CONSULTANT SELECTION COMMITTEE**

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of members from this department who have acted in the capacity of Project Manager for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently. Interviews may

be conducted at the discretion of the City.

#### **4. FEE PROPOSAL**

- A. A separate electronic file containing the fee schedule for the project shall be submitted labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total fee.
- C. The fee schedule shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration. Travel time and mileage will not be allowed.
- D. Include a \$50,000 allowance for additional tasks requested by the City.
- E. Include a \$20,000 allowance for permit fees and approved reimbursables.
- F. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule that was approved by the City for any of the outlined tasks.

#### **5. ESTABLISHMENT OF FEES**

The fee proposal will not be opened until the Consultant Selection Committee, comprising of City staff and its agents, has evaluated the consultants' submitted proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

#### **6. PROFESSIONAL SERVICES AGREEMENT**

A sample of the City of Costa Mesa Professional Services Agreement is attached for reference. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

#### **7. INSURANCE REQUIREMENTS**

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$1,000,000

Additional and primary insurance endorsements shall include the City of Costa Mesa.

#### **8. SCOPE OF CONSULTANT SERVICES**

Fire Station No. 2 shall be a fully equipped and operational turn-key permanent station of approximately 8,000 - 9,000 square feet on approximately 0.8 acres of land. The station shall



be designed and constructed in accordance with the Orange County Fire Authority (OCFA) Fire Station Development Standards.

1. GENERAL SERVICES

The architect shall provide general services designated necessary to assist in the administration of the project and include the design of the temporary living and operational quarters for fire personnel during construction. The architect will serve as the lead consultant in managing the design of the facility. The civil engineering, landscape architecture, dry utility consulting, electrical engineering, mechanical engineering and all other sub-consultants should be included in the various scope items below. This item of work shall include, but not be limited to, all the activities required to coordinate among project disciplines, agencies, sub-consultants, utility companies, adjacent developers and City.

2. PROGRAM CONFIRMATION

The architect shall work closely with the City of Costa Mesa Public Services Department and City of Costa Mesa Fire Department (CMFD) to confirm the design requirements for the proposed project. This shall include, but not be limited to, the following:

- Confirming apparatus capacity and administrative variations – currently anticipate double-wide by double-deep apparatus bay and two offices
- Confirming station headcount – currently anticipate 6-8 bedrooms and 3-4.5 bathrooms
- Confirming operational requirements
- Confirming furniture and fixture requirements and other key elements
- New access to north side of station from Baker Street
- New visitor parking off of Baker Street
- Removal and replacement of all perimeter property walls
- Design of sound mitigation measures along property lines during construction
- Design of temporary living and operational quarters for fire personnel during construction
- Full hazardous materials survey and abatement plan for existing building and site
- External building storage structure
- Existing below grade fuel tank removal and potential soil remediation
- Onsite fueling system with management system
- Emergency generator with storage tank
- Dedicated Fire Traffic Signal upgrades
- Testing and investigation of all existing utility laterals
- Carport and solar panels
- Electric vehicle chargers
- LEED Gold Facility
- Apparatus exhaust extraction system
- Operations alerting system
- Environmental Site Assessment and Environmental Impact Report
- Comprehensive geotechnical study of the entire site

- Dedication plaque and Maltese
- Fire alarm and fire sprinkler design
- One or two story building, with or without an elevator
- Meeting minutes during design
- Web based file sharing site for the duration of design and construction

### 3. ENTITLEMENT

Architect shall provide all services necessary to submit documents to the appropriate governing agencies for review and architect shall obtain all approvals necessary to construct the project.

### 4. SITE DESIGN

This item of work shall include visually surveying site to establish constraints and opportunities including landmarks, adjacent uses, site edges, views and orientation, site topography, circulation systems and streetscape.

Architect shall coordinate and confirm with his sub-consultants the engineering design constraints, including but not limited to, the following:

- Existing and future infrastructure
- Soil conditions
- Environmental conditions and remediation
- Topography
- Zoning requirements
- Drainage systems
- Future adjacent uses
- On-site and off-site uses
- Utilities

Architect shall coordinate and develop a site plan to confirm the following:

- Apparatus circulation
- Visitor and shift parking / traffic circulation
- Secured ingress / egress
- Outdoor dining space
- Station image
- Relationships to adjacent uses
- Services / deliveries
- Fuel storage and dispensing
- Temporary housing during construction
- Temporary Emergency Equipment Enclosures for the duration of construction

### 5. SCHEMATIC DESIGN

This item of work shall include preparing schematic design documents. Three dimensional color renderings of various alternatives for proposed building exteriors

shall be provided for review and selection by the City. Documents shall consist of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, mechanical, electrical systems, materials and such other elements as may be appropriate and as described in general as follows:

A. ARCHITECTURAL DESIGN / DOCUMENTATION

The architectural design and documentation shall include a demolition plan, site plan, building plan, building sections and elevations, building systems / materials selection, dimensions / areas, and site wall elevations.

B. STRUCTURAL DESIGN

The structural design shall be per essential facilities requirements.

C. ELECTRICAL DESIGN

The electrical design shall include, but not be limited to, power service and distribution, lighting, fire detection and alarm, smoke detection, operations alerting system, and emergency power requirements.

D. MECHANICAL DESIGN

The mechanical design shall include, but not be limited, to heating, ventilating, air conditioning, dehumidification, plumbing, apparatus exhaust extraction system, fire protection, and fire sprinkler design.

E. PLUMBING

The plumbing design shall include but no be limited to, the complete water, sewer, gas, fire sprinkler and all other plumbing systems for the project.

F. FIRE PROTECTION / SPRINKLER SYSTEM

The fire sprinkler and smoke detection system design and installation for the fire station shall comply with the CMFD regulations and National Fire Protection Association (NFPA) standards. The entire station shall be protected by an automatic-monitored fire sprinkler system.

G. INTERIOR DESIGN

Architect shall provide interior design for the project including an itemized Furniture, Fixtures, & Equipment (FF&E) list with responsibilities for the general contractor.

6. DESIGN DEVELOPMENT SERVICES

The architect shall prepare from the approved schematic design documents, the design development documents consisting of site and floor plans, furniture plans, exterior elevations and building sections with the necessary structural, mechanical and

related systems and outline specifications necessary to fix and define the character of the project and indicate the materials to be used. The design development documents, when approved in writing, may form the basis for the construction documents.

A. ARCHITECTURAL DESIGN / DOCUMENTATION

- Demolition Plan
- Hazardous materials study and abatement plan
- Site plan
- Building Plan
- Section elevations
- Site Wall elevations
- Building Systems / materials selection
- Dimensions / Areas

B. STRUCTURAL DESIGN / DOCUMENTATION

Structural design / documentation services during design development phase consist of design regarding basic structural materials and systems, analyses and development of conceptual design solutions for gravity and lateral design loads.

C. CIVIL DESIGN / DOCUMENTATION

Civil design / documentation services during design development phase consist of topographic survey of the entire property and adjoining streets, grading, utilities, storm drain, Americans with Disabilities Act (ADA) path of travel, and striping. A comprehensive geotechnical study shall be completed for the entire project site.

D. LANDSCAPE DESIGN / DOCUMENTATION

Landscape design / documentation services during design development phase consisting of plant palettes, landscaping limits, irrigation and smart controller.

E. MECHANICAL AND PLUMBING DESIGN/DOCUMENTATION

Mechanical and plumbing design / documentation service during the design development phase consisting of consideration of alternate materials, split system HVAC, and plumbing.

- Energy conservation
- Heating and Ventilating
- Air Conditioning
- Plumbing
- Fire Protection / Fire Sprinkler Drawings
- Special Maintenance Systems
- General Space Requirements
- Apparatus exhaust extraction system

F. ELECTRICAL DESIGN / DOCUMENTATION

Electrical design/documentation during the design development phases consisting of materials, systems, and equipment.

- Power Service and distribution
- Lighting design
- Telephones / data distribution
- Internet and Ethernet infrastructure and connections
- Fire detection and alarms
- General space requirements
- Operations alerting system
- Smoke detection system

G. MATERIALS RESEARCH / SPECIFICATIONS

- Identification of potential architectural and interior finish materials, systems and equipment, and their criteria and quality standards consistent with the conceptual design
- Coordination of similar activities of other disciplines

H. INTERIOR DESIGN / DOCUMENTATION

Interior Design / Documentation services during the design development phases consisting of solutions for architectural, mechanical, electrical and equipment requirements in order to establish:

- Building interior design elements
- Preliminary building equipment areas
- Space allocation and utilization plans to review functional relationships
- Placement of major FF&E items

I. TELECOMMUNICATIONS

Refer to CMFD for telecommunications requirements for each room of the fire station.

7. CONSTRUCTION DRAWINGS AND DOCUMENT SERVICES

Based on the approved design development documents, the architect shall prepare the working drawings and specifications which shall set forth and prescribe in detail the work to be done and materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, as well as the site work and landscaping. Construction drawings and specifications shall be signed and stamped by the licensed architect and sub-consultants in their respective specialties. Architect shall conduct in-house constructability reviews as well as retain the services of a third-party to conduct one additional constructability review.

A. ARCHITECTURAL DESIGN / DOCUMENTATION

- Review design development
- Demolition Plans
- Site plan and details
- Building plans
- Enlarged plans
- Sections / elevations
- Building systems / material selection
- Details
- Dimensions / permit related areas
- Cost estimates
- Design of temporary living and operational quarters for fire personnel during construction

B. TRAFFIC PRE-EMPTION DESIGN / DOCUMENTATION

- Coordinate with the CMFD to determine the desired phasing of the pre-emption system
- Prepare traffic signal pre-emption plan in coordination with Civil Engineer
- Coordinate with the Public Services Department's Transportation Services Division

C. STRUCTURAL DESIGN / DOCUMENTATION

- Prepare structural system documents

D. CIVIL DESIGN / DOCUMENTATION

- Grading plan
- Utility plan
- Striping plan
- Water Quality Management Plan

E. LANDSCAPE DESIGN / DOCUMENTATION

- Landscape plan
- Irrigation plan

F. MECHANICAL DESIGN / DOCUMENTATION

- Prepare Title 24 Energy calculations
- Documentation for HVAC, including units, drops and mechanical system distribution
- Prepare building plumbing documents
- Prepare fire protection system documents (fire sprinkler drawings)

G. ELECTRICAL DESIGN

- Prepare electrical system documents
- Prepare Title 24 lighting calculations

H. MATERIALS RESEARCH/SPECIFICATIONS

- Preparation of specifications
- Compilation of project manual

I. INTERIOR DESIGN

- Interior Plans
- Reflected Ceiling Plans
- Interior Elevations
- Details and Sections
- Millwork
- FF&E

J. SIGNAGE / GRAPHIC DESIGN

- Design of site identity and building signage
- Construction Document Signage
- Interior Signage
- Station monument sign

8. BIDDING AND CONSTRUCTION SUPPORT

Attend one bid coordination meeting and prepare technical specifications, project appendices, bid form and architect's Estimate. Attend two pre-bid meetings and provide full size exhibits for use in the pre-bid meeting presentations. During bid process, the architect shall be responsible for preparing addenda, clarifying the construction documents, answering bidder's questions, issuing revised bid form, plans, exhibits, and technical specifications as required. During the construction phase, the architect and his sub-consultants shall review / approve submittals and respond to contractor's Requests for Information (RFIs), provide review and input on contractor change order requests, attend weekly construction progress meetings, and prepare final as-builts.

9. COST ESTIMATES

The architect shall provide detailed cost estimates for three alternatives during the schematic design phase, one cost estimate during the design development phase, and two construction cost estimates based on a material take-off from the construction documents at stages identified by the City.

10. MEETINGS

The architect will be required to attend meetings and make presentations with the City and Fire Department, and attend public hearings during the project duration. The architect shall include hours for all necessary project meetings, including but not limited to the following meetings / presentations: two City Council Meetings, two Planning Commission Meetings, two Parks and Community Services Commission Meetings, three public outreach Community Meetings, design progress meetings, and weekly construction progress meetings for an anticipated construction duration of 1.5 years.

11. PROCESSING OF PLANS AND PERMITS

The architect shall process the construction documents with the City of Costa Mesa Building Division, answer plan check comments, and if necessary, revise construction documents and obtain all the required permits from the Building Division, Fire Department, utility agencies, regulatory, and environmental agencies.

12. LEED Gold Certification

The architect shall provide the commissioning agent and prepare and process all documents required to obtain a LEED Gold Certification.

9. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

10. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. The City also reserves the right to award a portion of work or combination, thereof.
- C. All costs incurred in the preparation of the proposal, the submission of additional information and / or any aspect of a proposal prior to award of a written contract will be borne by the consultant. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by the consultant. All proposals submitted to the City of Costa Mesa will become the property of the City.

11. SUMMARY

The City appreciates your firm's participation, and the intent of this RFP is to establish the minimum consultant services required. If you feel that any items should be added to the scope of work, please include a separate description and cost item in your proposal. Prior to awarding a contract, all insurance documents must be submitted and approved.



**EXHIBIT B**

**CONSULTANT'S PROPOSAL**



# Fire Station 2

City of Costa Mesa

PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES

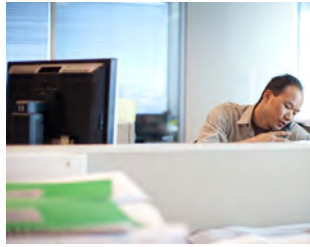




FIRE STATION 2  
FREMONT, CA







October 13, 2021

Mr. Arash Rahimian  
Senior Engineer  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628

Re: Proposal for Architectural and Engineering Services  
Fire Station 2  
City of Costa Mesa

Dear Mr. Rahimian,

On behalf of PBK-WLC Architects and our entire consulting team, thank you for the opportunity to submit our proposal for the City of Costa Mesa's new fire station project. As you may already be aware, our firm specializes in the planning and design of public safety and essential service facilities. We have designed over 200 such facilities, each of which is specifically tailored to the unique requirements of the fire department and the communities they serve. Having recently completed Costa Mesa Fire Station 1 and having extensive knowledge of the design requirements of the Orange County Fire Authority, we believe our experience makes us uniquely qualified for your new station.

I will be the Principal-in-Charge of the project and will be the main point of contact from design through construction. All work will be completed in a combined effort between our offices in Rancho Cucamonga and Costa Mesa.

Thank you again for this opportunity. If you should have any questions or require any additional information, please do not hesitate to contact me at any time. We look forward to continuing our relationship with the City of Costa Mesa.

Very truly yours,

KELLEY NEEDHAM, AIA  
Managing Partner, CFO  
kelley@pbk-wlc.com  
Cell: (909) 238-7030







# TABLE OF CONTENTS

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<b>OUR FIRM</b>	<b>1</b>
Introduction	
Better Together	
<b>EXPERIENCE</b>	<b>3</b>
Public Safety	
Sustainable Design	
Recent Projects	
<b>KEY PERSONNEL</b>	<b>9</b>
PBK-WLC Team	
Consulting Team	
Organization Chart	
<b>PROJECT APPROACH</b>	<b>13</b>
Understanding	
Design Team Methodology	
Scope of Work	
Site Specific Services	
<b>SCHEDULE</b>	<b>19</b>
Preliminary Schedule	
<b>APPENDIX</b>	<b>21</b>
Resumes	
References	

# Our Firm

ESTABLISHED IN 1974 | BASED IN RANCHO CUCAMONGA, CA



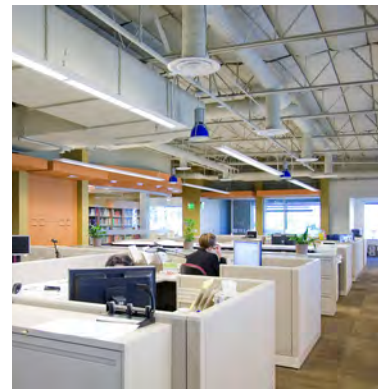
## A. INTRODUCTION

WLC Architects, Inc. is a 91 person architectural firm located in Rancho Cucamonga, California. The firm was started in 1974 and was originally known as Wolff/Lang/Christopher Architects. Over time, the firm came to be known simply as WLC. Our work is divided for the most part into educational and public works projects. Since we completed our first public facility over 40 years ago, we have strived to become experts in the areas of fire, police, municipal, and community facilities throughout California. We have designed hundreds of public facilities, each

of which is specifically tailored to the unique requirements of the communities they serve. As department needs have changed, so has WLC. We have expanded our expertise to include drill towers and training facilities, vehicle maintenance, dispatch centers, and emergency operations centers. WLC is proud to be considered one of the leaders in the design of municipal and civic facilities.

## B. BETTER TOGETHER

In October 2020, WLC Architects merged with PBK Architects to form PBK-WLC. The merger has been in the planning stages for several years in order to maintain a seamless transition in regard to customer service, quality, and attention to detail. With 20 offices nationwide and over 550 design professionals, PBK-WLC is one of the largest architectural firms in the country and continues to embrace a culture which prioritizes customer service.



**RANCHO CUCAMONGA**

8163 Rochester Avenue, Suite 100  
 Rancho Cucamonga, CA 91730  
 909.987.0909

**COSTA MESA**

600 Anton Boulevard, Suite 1375  
 Costa Mesa, CA 92626  
 949.548.5000

**SAN DIEGO**

11455 El Camino Real, Suite 480  
 San Diego, CA 92130  
 619.695.0400

**SAN LUIS OBISPO**

1327 Archer Street, Suite 110  
 San Luis Obispo, CA 93401  
 805.329.3076

**VENTURA COUNTY**

2751 Park View Court, Suite 251  
 Oxnard, CA 93036  
 805.947.3200

**BERKELEY**

2600 Tenth Street, Suite 700  
 Berkeley, CA 94710  
 510.450.1999

**FOLSOM**

1110 Iron Point Road, Suite 200  
 Folsom, CA 95630  
 916.355.9922

**FRESNO**

7790 North Palm Avenue, Suite 300  
 Fresno, CA 93711  
 559.448.8400

**SACRAMENTO**

2520 Venture Oaks, Suite 440  
 Sacramento, CA 95833  
 916.682.9494

**PRESENT FIRM SIZE | 550 PERSONNEL**

POSITION	FIRM WIDE	CALIFORNIA
Architects	98	30
Engineers	85	35
Designers	35	25
Construction Administration	12	3
Other & Facilities	165	72
Specifications	10	5
Roofing/Facilities	35	5
Admin/Corporate	75	50
Field Representatives	35	25
<b>TOTAL</b>	<b>550</b>	<b>250</b>

**PRIMARY DISCIPLINE, RESOURCE AND SERVICES**

PBK-WLC provides complete architectural services, urban and regional planning, and interior design. Structural, civil, electrical, mechanical, acoustical engineering, and landscape architecture are all provided by retention of appropriate consultants highly experienced within the desired disciplines.

**CURRENT WORKLOAD**

The current workload of the staff listed in this Proposal is such that we are in an excellent position to begin your project immediately. The entire project team will remain with your project through completion. Work will be performed in a combined effort between our offices in Rancho Cucamonga and Costa Mesa.

**FINANCIAL REFERENCES**

Mr. Vince Gottuso, Citizens Business Bank. 909.483.4301

Mr. Scott Maxwell, Swenson Corporation. 909.989.5867

Ms. Norah L. Small, Dealey, Renton & Associates. 626.696.1895

**INSURANCE**

A general liability insurance policy with a minimum coverage limit of \$2.0 million is carried by the firm as standard coverage. A professional liability insurance and errors and omissions with minimum coverage limits of \$2.0 million is carried by the firm as standard coverage. Insurance will be in place at the time of contract execution.



# Experience

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With over 40 years of experience, PBK-WLC is a leader in the field of essential service facilities. Our work has been recognized at state and national levels by the American Institute of Architects, International Association of Fire Chiefs, International Association of Police Chiefs, California Energy Commission, the Environmental Protection Agency, and the California Parks and Recreation Society. Stations in **RED** were completed for the OCFA.

## A. PUBLIC SAFETY

### FIRE STATIONS

- Anaheim Fire Station 5
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Costa Mesa Fire Station 1
- Newport Beach Fire Station 5
- Eastvale Fire Station 31
- **Sendero Ranch Fire Station 56**
- Fontana Fire Station 73
- Los Angeles Fire Station 15
- Malibu Fire Station 71
- San Diego Fire Station 45
- Ontario Fire Station 9
- Vernon Fire Station 4
- **Tustin Fire Station 37**
- Los Angeles Fire Station 39
- Los Angeles Fire Station 7
- Carlsbad Fire Station 3
- Bonsall Fire Station 5
- Hesperia Fire Station 301
- Mecca Fire Station 40
- Simi Valley Fire Station 47
- Fontana Fire Station 71
- Rialto Fire Station 202
- **Cypress Fire Station 17**
- Chino Fire Station 1
- Chino Fire Station 7
- Scottsdale Fire Station 8
- San Mateo Fire Station 23
- **Stanton Fire Station 46**
- Scottsdale Fire Station 1
- LAX - ARFF Station 80
- San Jose Fire Station 2
- Fremont Fire Station 11
- Escondido Fire & Police HQ
- Hesperia Fire Station 305
- Fremont Fire Station 2
- Culver City Fire Station 3
- Los Angeles Fire Station 81
- Thousand Palms Fire Station 35
- Indio Fire Station 5
- Fremont Fire Station 6
- Escondido Fire Station 7
- Escondido Fire Station 6
- Yucaipa Fire Station 3
- Cabazon Fire Station 24
- Escondido Fire Station 3
- Carlsbad Fire Station 6
- Houston Fire Station 8
- San Marcos Fire Station 4
- Anaheim Fire Station 11
- **Lake Forest Fire Station 19**
- American Canyon Fire & Police
- Atwater Fire Station 2/Police
- Fremont Fire Station 8
- Chino Fire Station 63
- **Dana Point Fire Station 29**
- Fairbanks Headquarters Fire Station
- San Marcos Fire Station 2
- Merced Fire Station 55
- Rancho Cucamonga Fire Station 173
- San Bernardino Fire Station 232
- Norco Fire Station 47
- Gilroy Fire Station 3
- La Quinta Fire Station 93
- Avalon Fire Station 1
- Rancho Cucamonga Fire Station 6
- Corona Fire Station 7
- Clovis Police and Fire Facility
- Santa Monica Fire Station 2
- Anchorage Headquarters Fire Station 1
- Fontana Fire Station 78
- San Marcos Fire Station 1
- Chino Hills Fire Station 62
- Burbank Fire and Police Facility
- Temecula Fire Station 84
- Riverside Fire Station 12
- Arcadia Fire Station 2
- Fontana Fire Station 77
- Culver City Headquarters Fire Station 1
- Fontana Fire Station 74
- Rancho Cucamonga Fire Station 5

## ARFF STATIONS

- Los Angeles International Airport, ARFF Station 80
- **John Wayne Airport, ARFF Station 33**
- Portland International Airport, ARFF Station 89

## TRAINING FACILITIES

- Ontario Training Center
- Culver City Training Center
- Dinuba Public Safety Training Facility
- Fremont Tactical Training Center
- Chino Training Facility
- Roy Wilson Training Center
- Los Angeles Valley Recruit Training Center
- Poway Fire Training Facility
- San Marcos Emergency Services Training Facility

## REMODELS

- Newport Beach Fire Station 3
- Chino Headquarters Facility
- Chino Fire Station 6
- Oceanside Police Evidence Facility
- Orange Fire Station 2
- Newport Beach Police Facility
- Monterey Park Fire Station 61
- Pasadena Fire Station 39
- Pasadena Fire Station 32
- North Net Fire Training Center
- Anaheim Fire Station 8
- El Cajon Fire Station 7
- Norco Fire Station 21
- Ontario Fire Stations 2
- Ontario Fire Stations 3
- Ontario Fire Stations 4
- Ontario Fire Stations 5
- Hesperia Fire Station 304
- Los Angeles Fire Station 89
- Rancho Cucamonga Fire Stations 1
- Rancho Cucamonga Fire Station 2
- Rancho Cucamonga Fire Station 4
- Rancho Cucamonga Fire Station 5
- Rancho Cucamonga Maintenance Facility

## B. SUSTAINABLE DESIGN

PBK-WLC is a member of the United States Green Building Council (USGBC), and has participated with the USGBC's Leadership in Energy and Environmental Design (LEED) program on a variety of projects. Twenty-two members of the firm are LEED Certified Green Building Professionals.

PROJECT NAME	LEED LEVEL
Costa Mesa Fire Station 1	Gold
American Honda Distribution Center	Gold
Glendale Pacific Park Aquatic Center	Gold
Glendale Water & Power Stores Building	Silver
Glendale Water & Power Training Building	Silver
Haskett Public Library	Certified
Laney College Student Center	Gold
Pocket Greenhaven Library	Silver
Merritt College Allied Health Center	Gold
WLC Rancho Office	Gold
WLC Berkeley Office	Silver
Los Angeles Fire Station No. 7	Silver
Los Angeles Fire Station No. 39	Silver
Cathedral City Fire Station 411	Silver
Chino Fire Station 1	Silver
Chino Training Center	Silver
Chino Fire Station 7	Silver
CSU San Marcos Public Safety Building	Gold
Fremont Fire Station 2	Silver
Fremont Fire Station 6	Certified
Fremont Fire Station 11	Gold
LAX ARFF Station 80	Gold
Napa County Sheriff	Gold
San Diego Fire Station 45	Silver
San Marcos Fire Station 4	Gold
San Mateo Fire Station 23	Silver
Scottsdale Fire Station 1	Platinum
Scottsdale Fire Station 8	Platinum
Tustin Fire Station 37	Certified
Valley Recruit Training and Fire Station 81	Silver

## C. RECENT PROJECTS

The following pages provide some additional information on specific projects in progress or recently completed by our firm:



## Fire Station 5

Escondido, CA

**Project Cost:** \$6,649,446

**Square Footage:** 8,313

**Completion Date:** October 2020

**Contact:**

Mr. Nathan Complin

Project Executive

Erickson-Hall Construction Company

(760) 801-4284

ncomplin@ericksonhall.com

**Project Description:**

Fire Station 5 is a new 8,313 sf facility built for the Rancho Santa Fe Fire Protection District. Located in the Harmony Grove Village, the station is intended to be an integral part of the new master planned community. The single story station is designed to accommodate 5 fire fighters in an individual dorm setting. Other station features include a 3-bay apparatus room, administrative offices, kitchen, dining room, exercise room, and the various support spaces required for a facility of this type. The station also features a large meeting room for use in training or community events. Site features include secured fire fighter parking, on-site fueling, emergency generator, hose drying rack, and artificial turf. The station was designed to reflect the rural aesthetic adopted by the Harmony Grove Residential Development. Plaster and cementitious wood siding are used in varying amounts to help distribute the overall building massing.



## Fire Station 5/Library

Newport Beach, CA

**Project Cost:** \$6,389,186

**Square Footage:** 10,314

**Completion Date:** September 2019

**Contact:**

Mr. Jim Boland

Captain

Newport Beach Fire Department

(714) 915-4896

jboland@nbfed.net

**Project Description:**

Faced with the need to replace two aging facilities on adjacent sites, the City of Newport Beach opted to combine two distinct building types into a single facility. Known affectionately as "The Fibrary," the project combines Fire Station 5 and the branch library for Corona Del Mar. Located at the edge of a small scale residential area, both the fire station and library were considered essential by members of the community. Through a series of community workshops and informational presentations, we were able to work through the distinct issues that come with a combined facility of this type. The fire station features a 2-bay, single-deep apparatus room with drive-through capability and individual dormitories for a crew of six. Other areas include administrative offices, kitchen and dining room, exercise room, and the various support spaces required for a facility of this type. The library portion of the facility includes areas for children, teens, and adults. Both traditional and casual furniture are combined to create an open flow between the different areas. Other areas include a staff work room, storage, and public restrooms. The work of a local artist, Rex Brandt, was incorporated into selected areas of the interior to further combine the different areas.



## Fire Station 3

Carlsbad, CA

**Project Cost:** \$5,437,000

**Square Footage:** 11,311

**Completion Date:** January 2016

**Contact:**

Mr. Mike Lopez  
Deputy Fire Chief  
Murrieta Fire & Rescue  
(760) 212-2569  
mlopez@murrietaca.gov

**Project Description:**

Fire Station 3 is a new 11,311 sf facility built by the City of Carlsbad. The site is located adjacent to a future park in a predominantly residential area. The Station is designed to accommodate eight fire fighters in an individual dormitory setting. Other Station features include a 3-bay, double-deep apparatus room, administrative offices, kitchen, dining room, day room, physical training room, and the various support spaces required for a facility of this type. A prominent interior feature is a two-story lobby space which includes enlarged historical fire department images as well as a demonstration fire pole. The pole is accessible through a hidden mezzanine area and can be easily accessed by fire fighters for school tours and special demonstrations. Site features include visitor parking, secured fire fighter parking, sand pit, covered patio, and an exercise station. The station is designed using a combination of plaster, brick, and pre-cast concrete. The design intent was to create a Station that was not only civic in nature but included the more traditional elements requested by the Fire Department.



## Fire Station 56

Rancho Mission Viejo, CA

**Project Cost:** \$4,500,000

**Square Footage:** 9,543

**Completion Date:** July 2015

**Contact:**

Mr. Chris DeCoursey  
Construction Manager  
Orange County Fire Authority  
(714) 573-6473  
chrisdecoursey@ocfa.org

**Project Description:**

The new Fire Station 56 sits on a one-acre site located in the Sendero Ranch Residential Village. To match the style of the development, the station was designed in an architectural style that has come to be associated with the modernist architect Irving Gill. The station features a three-bay, double-deep apparatus room, administrative office areas, kitchen, dining room, day room, physical training room, eight person dormitory, shop, medical supply storage, and the various support spaces required for a facility of this type. Site features include secured fire fighter parking, fuel station, emergency generator and an open patio area. The project was completed utilizing the design-build project delivery method in conjunction with Erickson-Hall Construction Co.



## Fire Station 1

Costa Mesa, CA

**Project Cost:** \$6,867,000

**Square Footage:** 11,675

**Completion Date:** July 2018

**Contact:**

Mr. Jason Pyle

Division Chief

Costa Mesa Fire Department

(714) 754-5069

[jason.pyle@costamesaca.gov](mailto:jason.pyle@costamesaca.gov)







0.1

re Station No. 1

1570

# Key Personnel

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The staff which we propose for the Project Team is highly experienced and well qualified in the planning and design of public safety facilities. Our team members are skilled professionals having extensive experience in the assessment of space needs, site and building analysis, programming, interior design, and organizational management.

## A. PBK-WLC TEAM

### **KELLEY NEEDHAM, Principal-In-Charge**

Mr. Needham is a Principal of the firm and will serve as the Project Architect for all phases of the project. Mr. Needham will be the main project contact and shall provide the special expertise related to Fire Station design. Mr. Needham will be working closely with the City and Fire Department staff, as well as coordinating the efforts required of our consulting team.

### **BERNHARD WASSINK, Project Manager**

Mr. Wassink will serve as Project Manager and will be primarily responsible for the layout and design of the project. Mr. Wassink will also be responsible to ensure all programmatic and code requirements are met. During the design phase, Mr. Wassink will be responsible for producing design presentations and other visual communication materials. Mr. Wassink will coordinate the preparation of the final construction documents and provide administrative support throughout the entire construction process.

### **FRANK CUOMO, Quality/Cost Assurance**

Mr. Cuomo has been with the firm since 1985 and serves as our Quality Assurance/Cost Coordinator. Mr. Cuomo oversees the entire office's work in the areas of specifications, cost and quality control. He stays abreast of all recent governmental changes and product updates. Most importantly he updates WLC's Contract Document Checklist. This comprehensive document is used by the design team and our consultants to ensure a thorough review of your project prior to the start of construction.







## B. CONSULTING TEAM

We have selected our proposed consulting team based upon their combined technical expertise and capabilities for performing necessary consulting services on facilities of similar size and scope. Our consultants are not specialty consultants brought in to make up for our own lack of specific project experience. In most cases, we have a long history and close working relationship with each firm. All of our consultants utilize computer-aided design and management systems to interface with our own CAD systems. Specifically, our consulting team will be able to provide services in the following areas:

### CIVIL ENGINEERING

civTEC  
999 Corporate Drive, Suite 100  
Ladera Ranch, CA 92694  
(949) 463-8822

### GEOTECHNICAL/SOILS

Leighton Consulting, Inc.  
10532 Acacia Street, Suite B6  
Rancho Cucamonga, CA 91730  
(909) 484-2205

### SUSTAINABILITY

Ecotype Consulting, Inc.  
1000 New York Street, #107  
Redlands, CA 92374  
(909) 307-8987

### STRUCTURAL ENGINEERING

R.M. Byrd and Associates, Inc.  
1047 West Sixth Street, Suite A  
Ontario, CA 91762  
(909) 983-5599

### FURNITURE

G/M Business Interiors  
1099 West La Cadena Drive  
Riverside, CA 92501  
(800) 686-6583

### HARDWARE

Architectural Hardware Services  
150 East Meda Avenue, Suite 240  
Glendora, CA 91741  
(626) 852-8802

### MECHANICAL ENGINEERING

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

### TRAFFIC ENGINEERING

KOA Corporation  
2141 West Orangewood Avenue  
Orange, CA 92868  
(714) 573-0317

### CONSTRUCTABILITY

STK Architecture, Inc.  
42095 Zevo Drive, Suite A15  
Temecula, CA 92590  
(951) 296-9110

### ELECTRICAL ENGINEERING

A&F Engineering Group, Inc.  
9320 Baseline Road, Suite C  
Alta Loma, CA 91701  
(909) 941-3008

### HAZARDOUS ASSESSMENT

Masek Consulting  
23478 Sandstone Street  
Mission Viejo, CA 92692  
(949) 581-8503

### UTILITY SURVEYS

C Below  
14280 Euclid Avenue  
Chino, CA 91710  
(888) 902-3569

### ENVIRONMENTAL

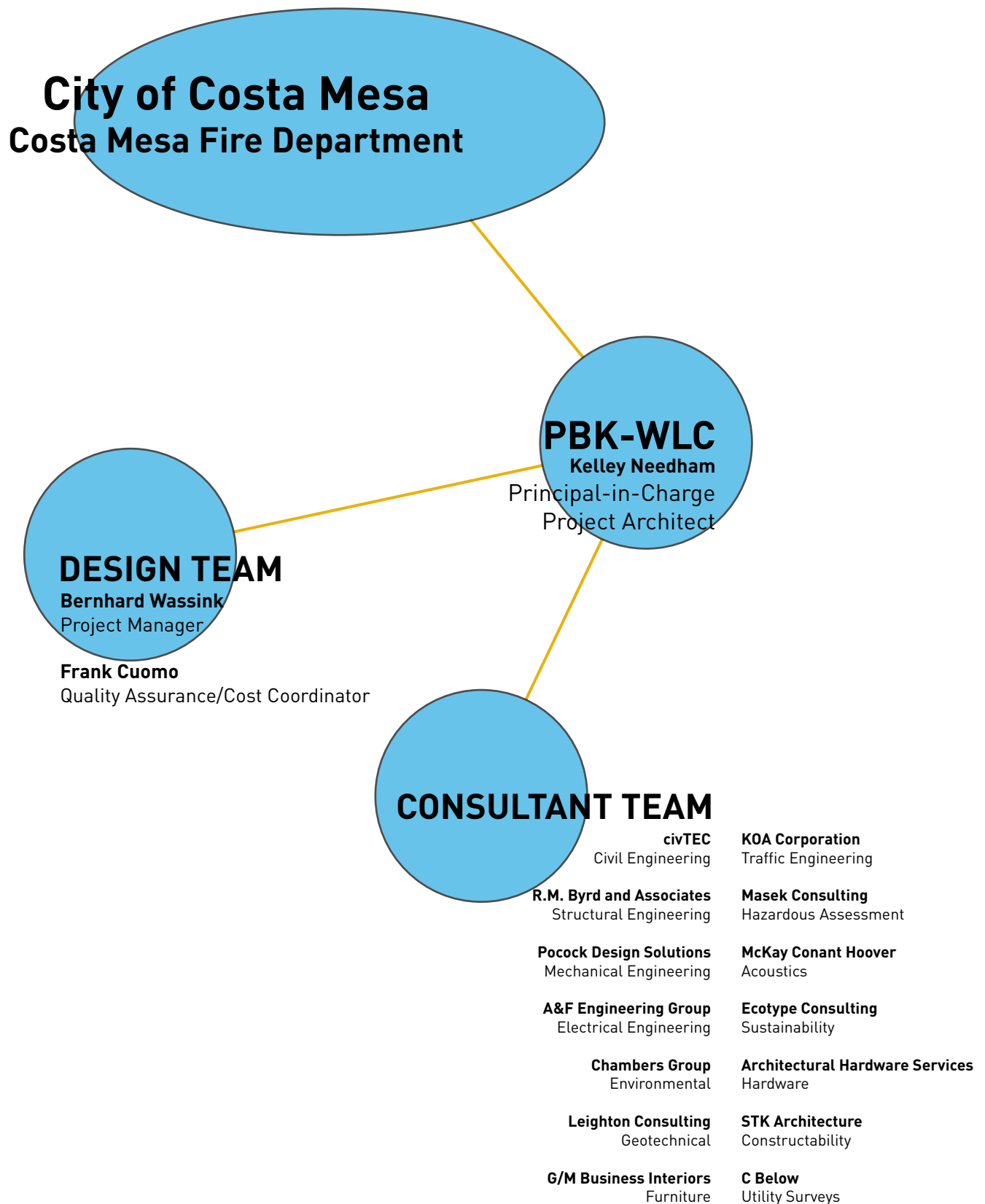
Chambers Group, Inc.  
5 Hutton Centre Drive, Suite 750  
Santa Ana, CA 92707  
(949) 261-5414

### ACOUSTICS

McKay Conant Hoover, Inc.  
5655 Lindero Canyon Road, Suite 325  
Westlake Village, CA 91362  
(818) 991-9300



## C. ORGANIZATION CHART







# Project Approach

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## A. UNDERSTANDING

It is our understanding that the City of Costa Mesa would like to demolish and reconstruct Fire Station 2 on the same site. Originally constructed in 1966, the building no longer meets the functional requirements of a fire station. In addition to the new station, a new site plan will be developed and we anticipate revisions to the signalization along Baker Street. It is understood that a temporary facility will need to be constructed on site for use by the Fire Department during construction.

## B. DESIGN TEAM METHODOLOGY

Our firm consistently utilizes a Design Team approach for establishing project delivery and control during all phases of planning and design. The primary contact will be our Principal-in-Charge, Kelley Needham, AIA. The Principal-in-Charge will be responsible for coordinating our in-house architectural team and our consultant team. The Team remains with the project from concept through completion. Therefore, continuity of the project participants and of the process is achieved. The Design Team shall produce all necessary reports, studies, drawings, models, renderings, and cost estimates, and shall perform all necessary administrative, management, and coordination services throughout the entire course of the project.

## C. SCOPE OF WORK

In addition to the items listed in the RFP, the following is a list of the basic tasks and deliverables anticipated for your new project. The scope has been divided into the five phases typically associated with architectural services:

### 1. SCHEMATIC DESIGN PHASE

The first and perhaps most important task during the Schematic Design Phase will be to establish and determine the best approach to the design of the primary systems in the project. The architectural program shall be developed. Alternative configurations shall be quickly explored in order to evaluate the best opportunities. A design concept shall be formulated in order to provide a sound basis for subsequent planning and design decisions to occur. The design concept shall be utilized to evaluate advantages and disadvantages of each potential alternative. Site and programmatic factors, aesthetic quality, cost, and other key factors related to the project shall be utilized in order to form the basis of an evaluation. Through a variety of informal meetings with the project committee, a schematic design concept shall be established.

During the Schematic Design Phase for your project, the following tasks and deliverables have been identified:

#### a. Master Site Plan

A master site plan shall be prepared in order to describe all major site components and to illustrate the overall site planning concept for the project. All structures, parking areas, and circulation components shall be identified. Areas of future expansion and/or future phasing shall also be defined.

#### b. Preliminary Landscape Plan

A preliminary landscape plan shall be prepared in order to illustrate proposed planting, landscaping techniques, and design concepts. Drought resistant,

low maintenance, and xeriscape techniques shall be defined. A preliminary plant palette, identifying major tree and shrub species, shall be included.

#### **c. Preliminary Floor Plans**

A preliminary floor plan of each level for every structure proposed shall be prepared.

#### **d. Exterior Elevations**

Exterior elevations shall be prepared to illustrate all major views of the project. Elevations shall be drawn to depict scale, character, architectural vocabulary, and shall be delineated to communicate the aesthetic qualities of the project.

#### **e. Schematic Design Opinion of Cost**

A preliminary opinion of construction costs shall be prepared and included with the summary report.

#### **f. Project Schedule**

A comprehensive project schedule shall be prepared. The project schedule shall include anticipated time frames for each phase of the project as well as any other milestones required by the City.

### **2. DESIGN DEVELOPMENT PHASE**

After completion of the Schematic Design Phase, the design of the project shall be advanced into more detailed refinement by initiating the Design Development Phase. Our Design Team shall prepare design development documents consisting of drawings, outline specifications, design calculations, material/equipment submittals, fixture cuts, and a design development opinion of estimated construction cost. Architectural, structural, electrical, and mechanical systems shall be further detailed and analyzed. Preliminary drawings shall be prepared for each of these systems and options which may exist shall be evaluated.

During the Design Development Phase, requirements for cabinets, casework, hardware, and related specialties shall be determined. A preliminary furniture plan shall be prepared indicating usage and furniture layout of every work station, office, and support space. Final selection of materials, textures, and colors shall occur. The Design Development Phase is essentially the time when preliminary design proposals are refined to a level of detail and developed to a state such that final construction documents can be initiated. The Design Development Phase is the time when all final decisions pertaining to the proposed

project are evaluated and finalized.

During the Design Development Phase, the following tasks and deliverables have been identified:

#### **a. Design Development Plans**

Design development drawings shall be prepared in order to fix and describe the size and character of the entire project including architectural, structural, mechanical, and electrical design features.

#### **b. Outline Specifications**

Outline specifications shall be prepared in order to identify and define the materials and system components selected for the project. Outline specifications shall be prepared in summary outline form based on CSI format.

#### **c. Basis of Design**

A technical manual shall be assembled to organize product literature and data for all materials, equipment, and fixtures selected for the project.

#### **d. Building Code Analysis**

Drawings, diagrams, and calculations shall be prepared based upon all applicable building codes having jurisdiction over the project. A preliminary occupancy and exiting plan shall be prepared to identify the type of construction, type of occupancy, required fire rating/separation, and location/number of exits required.

#### **e. Design Development Opinion of Cost**

An opinion of construction cost shall be prepared to reflect the scope and anticipated construction costs as reflected by the design development documents.

#### **f. Project Schedule**

An updated project schedule shall be prepared and submitted.

### **3. CONSTRUCTION DOCUMENT PHASE**

The final Construction Document Phase of the project generally consists of the preparation of the construction documents to include final drawings, specifications, calculations, and final cost estimates. Our proposal includes complete and comprehensive architectural

and engineering services required to execute the entire project. Specifically, we have included the following disciplines:

- 1) Architectural
- 2) Civil Engineering
- 3) Structural Engineering
- 4) Mechanical Engineering
- 5) Electrical Engineering
- 6) Landscape Architecture

During this phase, the Contract Documents are prepared setting forth in detail the requirements for the construction of the project. General conditions, instructions to bidders, and all special requirements are defined, and when combined with the various trade specifications, a complete project manual is produced.

During the Construction Document Phase final cost studies shall be prepared. A detailed opinion of construction cost shall be prepared at the point where final plans and specifications are approximately 50% complete. Once construction documents have almost been completed, a revised opinion of cost shall be prepared at the level of approximately 90% completion. Allowable construction costs will be consistently monitored during the entire process in order to minimize the possibility of requiring major refinement or modification due to budgetary limits.

The following tasks are specifically proposed for the project:



#### **a. Construction Drawings**

Final construction drawings shall be prepared in order to describe and identify the spaces, sizes, volume, and location in detail for the construction of the project.

#### **b. Project Manual**

A project manual shall be prepared to include all instructions to bidders, bidding forms, general conditions, supplementary special conditions, and the construction trade sections for the project. The project manual provides detailed technical information pertaining to the administration of the contract for construction, materials and equipment to be furnished, acceptable manufacturers, and the requirements for executing the work.

#### **c. Final Design Calculations**

Final design calculations shall be prepared and submitted with the final plans and specifications for review and approval by governing agencies having jurisdiction over the project. Structural calculations, hydrology/drainage calculations, and mechanical/electrical (Title 24 Energy Compliance) shall be completed during this phase.

#### **d. Opinion of Cost**

A detailed opinion of construction costs shall be prepared at the point where plans and specifications are approximately 50% complete. A second cost opinion shall be prepared at the 90% completion point in order to address any refinement or modification occurring during the preparation of the construction documents. The cost opinion shall be prepared utilizing specific area and quantity take-offs applied to labor and material cost, and shall include allowance for general conditions, Contractor's profit and overhead, and contingencies.

#### **e. Final Plan Check**

All final plans, specifications, and supporting calculations shall be submitted to appropriate agencies having jurisdiction over the project. The final construction documents shall be revised and amended in order to reflect any plan check requirements, and at this time, construction documents will be ready for competitive bidding.

### **4. BIDDING PHASE**

During the Bidding Phase, the Architect shall provide administrative support services to assist the City in obtaining

competitive bids for the proposed project. The Architect shall respond to any questions, clarifications, or conflicts which may arise in the form of written addenda to the contract documents. At this time, request for substitutions may be considered if allowed by the contract documents. The Architect shall assist the City with an evaluation of the bids received and make a recommendation for award of the contract for construction.

The following services for the Bidding Phase of the project are proposed:

**a. Bidding Procedures and Administration**

The Architect shall assist the City with the Bidding Phase of the project. Questions, clarifications, or conflicts arising out of the bidding process will be resolved by addenda prepared by the Architect. Addenda to the contract for construction shall be prepared in writing to document any clarification or modification made to the contract documents.

**b. Evaluation of Bid Proposals**

Upon receipt of all bid proposals, a review and evaluation shall be conducted by the Architect. The completeness of each bid proposal shall be evaluated whenever consideration exists to award to the proposing contracting entity. The completeness of the bid proposal, proposed subcontractors, affidavit of signature and other special bid proposal requirements shall be reviewed by both the City and the Architect.

**c. Notice to Award Construction Contract**

Upon the completed review of appropriate bid proposals, the Architect shall provide a recommendation for consideration regarding the potential award of the contract for construction.

**5. CONSTRUCTION ADMINISTRATION PHASE**

The Architect shall attend job site meetings at weekly intervals in order to generally review and evaluate the construction schedule, monitor weekly performance, review quality control standards, and provide assistance for any clarification or revision to the contract for construction. Shop drawings and related submittals shall be reviewed and returned to the Architect for appropriate action. The Contractor's requests for information, proposal

requests, and related communications shall be attended to on a regular basis. Contractor's pay requests shall be reviewed by the Architect on a monthly basis in accordance with the amount of work completed and in accordance with the contract documents. Upon completion of the Construction Phase the Architect shall organize and conduct a final walk-through and review. A final punch list for all required corrections and remaining work shall be prepared.

During the Construction Phase of the project, the following services shall be furnished:

**a. Preconstruction Conference**

A preconstruction conference shall be attended by the Architect to brief all parties concerned with general and special requirements of the contract for construction. Procedural matters, routing of information, and project representatives shall be defined. Attendees shall include representatives from the Fire Department, the Architect, the Contractor, and all major subcontractors.

**b. Job Site Meetings**

Job site meetings at weekly intervals shall be scheduled and attended by the Architect for the same day and time through the duration of the project. Scheduling, coordination, requests for information, and changes to the contract for construction are routinely monitored.

**c. Submittal and Shop Drawing Review**

The Architect shall review all required shop drawings and related submittals as required by the contract documents.

**d. Project Closeout**

At the completion of the Construction Phase a final job site meeting and review of the entire facility shall be conducted. A final punch list will be published and distributed by the Architect to all parties concerned, specifically noting required corrections, non-conforming work, and work remaining to be completed. A second walk-through shall be conducted when all punch list items have been corrected, at which time a Final Notice of Completion shall be filed by the City.

**e. Record Documents**

A set of final record documents will be created from the Contractor's as-built drawings.

## **D. SITE SPECIFIC SERVICES**

The following items are not typically found in the basic scope of architectural services. Based on the specifics of your site and our experience with projects of this type, we believe the following additional services will also be required:

### **a. Topographical Survey**

A complete topographical and boundary survey shall be furnished by the design team. The size, area, and overall configuration of the site area shall be accurately defined noting all existing conditions, improvements, utilities, and adjacent relationships.

### **b. Geotechnical Investigation**

A geotechnical investigation shall be furnished by the design team. The soils report shall be reviewed in order to determine existing soils conditions, soils characteristics, water table relationship to known seismic faults, and overall soils suitability for the proposed project. Specific recommendations shall be made for soils preparation related to the construction of footings, foundations, slabs, and various pavement sections.

### **c. Storm Water Pollution Prevention Plan**

Prepare a storm water pollution prevention plan (SWPPP) and electronically file a notice of intent (NOI) with the SWRCB SMARTS website in order to obtain a WDID number.

### **d. Environmental Planning**

The design team will prepare all reports and documents pursuant to the requirements of the California Environmental Quality Act (CEQA) and any adopted CEQA procedures.

### **e. LEED Certification**

The project will be designed in accordance with LEED building design and construction version 4.

### **f. Traffic Engineering**

Prepare traffic signal plans for modifications required on Baker Street.

### **g. Commissioning**

Provide commissioning services to verify that systems and components installed are performing as intended.

### **h. Utility Survey**

A survey and video investigation will be made of the existing utility infrastructure. A condition report will be prepared along with any mitigation recommendations.

### **i. Soil Remediation**

A work plan for UST investigation and removal will be prepared for inclusion in the construction documents. Sampling during removal will be conducted and a final report prepared.

### **j. Acoustical Analysis**

An acoustical study will be conducted on site to determine existing conditions. Potential construction noise will be assessed and mitigation recommendations will be prepared.







# Schedule

## A. PRELIMINARY SCHEDULE

The following schedule represents an estimated timeline of events for your new project. We have tried to list as many of the main events known to us that are typical for a project of this type. We have assumed a preliminary start date of January 2022. If selected as your Architect, one of our first tasks will be to develop a comprehensive, overall project schedule.

**Phase 1 | Phase 2 | Phase 3 | Phase 4 | Phase 5**



Item/Description	2022												2023											
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
SCHEMATIC DESIGN																								
1. Geotechnical Report																								
2. Develop Program																								
3. Develop Building/Site Design																								
4. Preliminary Cost Estimate																								
5. Development Review																								
6. Environmental Planning																								
DESIGN DEVELOPMENT																								
1. Prepare Design Development Plans																								
2. Fixture and Equipment Book																								
3. Update Cost Estimate																								
4. Fire/City Review																								
CONSTRUCTION DOCUMENTS																								
1. Prepare Construction Documents																								
2. Building/Engineering Review																								
3. Update Cost Estimate																								
BIDDING AND NEGOTIATIONS																								
1. Bidding Period																								
2. Review Bids/Award of Contract																								
CONSTRUCTION																								
1. Job Site Meetings																								
2. Submittal and Shop Drawings																								
3. Punch List																								
4. Final Completion and Move-in																								





# Appendix

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## A. RESUMES

## B. REFERENCES



CONCEPTUAL STUDY  
FIRE STATION 2  
CARLSBAD, CA



## Kelley Needham

Architect, Principal

Mr. Needham joined WLC Architects, Inc. in April 1986. He has brought to the firm a wide variety of experience and expertise in project design and construction document preparation.

His architectural education was taught with a strong emphasis on human needs and how to integrate them into the built environment.

This emphasis was combined with a methodical and logical design process geared toward the achievement of appropriate design solutions. He has experience in a wide variety of project types but has specialized in the design of both public and essential service facilities.

### EDUCATION

California Polytechnic University, Pomona  
Bachelor of Architecture, 1985

### REGISTRATION

Architect, California - 19064

### PROFESSIONAL AFFILIATIONS

Los Angeles Chapter  
American Institute of Architects

### FIRE STATIONS

- Fontana Fire Station 81
- Orange Fire Station 1
- Manhattan Beach Fire Station 2
- Harmony Grove Fire Station 5
- Anaheim Fire Station 5
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Costa Mesa Fire Station 1
- Newport Beach Fire Station 5
- Eastvale Fire Station 31
- Sendero Ranch Fire Station 56
- Fontana Fire Station 73
- Los Angeles Fire Station 15
- Malibu Fire Station 71
- Carlsbad Fire Station 3
- Los Angeles Fire Station 7
- Los Angeles Fire Station 39
- San Diego Fire Station 45
- Bonsall Fire Station 5
- Ontario Fire Station 9
- Vernon Fire Station 4
- Fontana Fire Station 71
- Rialto Fire Station 2
- Scottsdale Fire Station 1
- Scottsdale Fire Station 8
- Stanton Fire Station 46
- Mecca Fire Station 40
- Fremont Fire Station 11
- Simi Valley Fire Station 47
- Cypress Fire Station 17
- Chino Fire Station 7
- Hesperia Fire Station 301
- Hesperia Fire Station 305
- Fremont Fire Station 2
- Escondido Fire and Police
- Indio Fire Station 5
- Culver City Fire Station 3
- Fremont Fire Station 6
- Escondido Fire Station 7
- Escondido Fire Station 6
- Yucaipa Fire Station 3
- Cabazon Fire Station 24
- Escondido Fire Station 3
- Carlsbad Fire Station 6
- Houston Fire Station 8
- San Marcos Fire Station 4
- Lake Forest Fire Station 19
- Fremont Fire Station 8
- Chino Fire Station 63
- Dana Point Fire Station 29
- Fairbanks Headquarters Fire Station
- San Marcos Fire Station 2
- Rancho Cucamonga FS 173
- San Bernardino Fire Station 232
- Norco Fire Station 22
- Corona Fire Station 7
- Santa Monica Fire Station 2
- La Quinta Fire Station 93
- Rancho Cucamonga Fire Station 176
- Anchorage Headquarters Fire Station 1
- Fontana Fire Station 78
- San Marcos Fire Station 1
- Chino Hills Fire Station 62
- Burbank Fire and Police Facility
- Temecula Fire Station 84
- Riverside Fire Station 12
- Fontana Fire Station 77
- Fontana Fire Station 74



## Bernhard Wassink

LEED AP, Sustainability Coordinator

Mr. Wassink joined WLC Architects in 2000 as our Sustainable Design Coordinator. He has been involved in a variety of projects focusing on project design, design development and construction documents. Mr. Wassink has managed a number of LEED projects and is responsible for LEED training within the firm. His knowledge of LEED is grounded in practical experience that has given him the ability to accurately evaluate a project's potential, establish sustainability goals, fulfill and document program requirements, manage other members of the design team, and guide a LEED application through the process until final certification.

### EDUCATION

Taylor University Upland, IN  
Bachelor of Science, Business Systems,  
Concentrations in Finance & Art  
California Polytechnic University,  
Pomona, CA  
Master of Architecture  
Concentration Historic Preservation

### PROFESSIONAL AFFILIATIONS

LEED AP

### FIRE STATIONS

- Costa Mesa Fire Station 1
- Orange Fire Station 1
- Harmony Grove Fire Station 5
- Anaheim Fire Station 5
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Eastvale Fire Station 31
- Fontana Fire Station 73
- Tustin Fire Station 37
- Sendero Ranch Fire Station 56
- Los Angeles Fire Station 81
- Los Angeles Fire Station 89
- Ontario Fire Station 9
- Cabazon Fire Station 24
- Yucaipa Fire Station 9
- Escondido Fire Station 3
- Escondido Fire Station 6
- Escondido Fire Station 7
- Houston Fire Station 1
- Anaheim Fire Station 11
- San Diego Fire Station 45
- San Marcos Fire Station 4
- Culver City Fire Station 3
- Fremont Fire Station 6
- Carlsbad Fire Station 6
- Lake Forest Fire Station 19
- Dana Point Fire Station 29
- Fairbanks Headquarters FS
- San Marcos Fire Station 2
- Norco Fire Station 22
- La Quinta Fire Station 93
- LAX ARFF Station No. 80

### REFERENCES

Mr. Greg Woolf, Division Chief (R)  
San Marcos Fire Department  
(760) 594-4705  
gwoolf1950@cox.net

Mr. Peter Tauscher, Project Manager  
City of Newport Beach  
(949) 644-3330  
ptauscher@newportbeachca.gov

Mr. Terry Welsh, Division Chief (R)  
San Bernardino County Fire Department  
(760) 954-7779  
tnkwelsh@verizon.net

Mr. Nathan Complin, Project Executive  
Erickson-Hall Construction Company  
(760) 801-4284  
ncomplin@ericksonhall.com



## Frank Cuomo

Senior Associate, Quality Assurance/Cost Coordinator

Mr. Cuomo has been with the firm since 1985 and as Quality Assurance/Cost Coordinator is not assigned to just one studio team. Instead, Mr. Cuomo acts as a resource to the entire office, answering technical questions, developing WLC's specification system, and overseeing all product literature.

Mr. Cuomo is responsible for WLC's Contract Document Checklist. Each project team and their consulting engineers must complete this thorough checklist before a WLC project is deemed "ready for bid."

### PUBLIC SAFETY

- Santa Clarita Sheriff's Facility
- San Diego CHP Facility
- City of Commerce EOC
- Montclair Police Facility
- Escondido Police and Fire Facility
- Turlock Public Safety Facility
- Yucaipa Sheriff Facility
- Cathedral City Fire Station 411
- Gilroy Police Facility
- Clovis Police and Fire Facility
- San Marcos Training Facility
- San Marcos Sheriff's Facility

### MUNICIPAL FACILITIES

- Montclair Youth and Teen Center
- Yucaipa Community Center
- Gilroy Civic Center
- Woodbridge Community Park
- Corona Community Center
- Yucaipa Civic Center
- City of Clovis Civic Center

### REFERENCES

Mr. Michael W. Siemering, Project Director  
Department of General Services  
(916) 376-1628  
michael.siemering@dgs.ca.gov

Mr. Scot Smithee, Police Chief (R)  
Gilroy Police Department  
(408) 846-0310  
scot.smithee@ci.gilroy.ca.us

Mr. Mike Hudson, City Engineer  
City of Montclair  
(909) 625-9439  
mhudson@ci.montclair.ca.us

Mr. Nathan Complin, Project Executive  
Erickson-Hall Construction Company  
(760) 801-4284  
ncomplin@ericksonhall.com

### EDUCATION

University of Illinois, Champaign  
School of Architecture, 1983

### REGISTRATION

Architect, California - 27449

### PROFESSIONAL AFFILIATIONS

Inland Chapter  
American Institute of Architects



---

## Thomas Edward Carcelli

Principal, civTEC

Tom Carcelli has over 25 years of experience in the civil engineering field with a particular emphasis on parks and recreation, commercial/industrial, education and public works projects. His extensive design and management experience in all phases of civil engineering for land development projects throughout Southern California includes grading, water quality, hydrology, hydraulics, storm drain, water/sewer, survey/mapping and street design.

### RELEVANT EXPERIENCE

- Bacchus Business Park
- Mission Viejo Lexus Car Dealership
- Poway Mossy Nissan Car Dealership
- First American Financial Corporate Headquarters
- GIA Corporate Headquarters Parking Lot Expansion
- Bowers Museum - Kennedy Wing
- Santa Clarita Central Park
- Encinitas Community Park
- Esencia Sports Park
- Bommer Canyon Cattle Camp
- Yorba Linda Adventure Play Area
- Portola Park
- JARPD Recreation Center
- Norman P. Murray Center Expansion
- Oasis Senior Center
- Muirlands Boulevard Median Renovation
- Nexus Twin Towers
- Hector G. Godinez Fundamental High School
- Rancho Santiago Community College District Office, ADA Compliance

### EDUCATION

California State Polytechnic University,  
Pomona

Master of Architecture

University of California, Irvine

Bachelor of Science in Civil Engineering

### REGISTRATIONS

Licensed Professional Engineer - CA  
RCE #81640

Qualified SWPPP Developer (QSD) -  
C-81640

### PROFESSIONAL AFFILIATIONS

ASCE - Member



## Richard M. Byrd

President, R.M. Byrd and Associates

R.M. Byrd and Associates, Inc. was founded in 1992 on fundamental principles designed to provide quality consulting engineering services. The Principals, Associates, and employees of R.M. Byrd and Associates, Inc. recognize that in a service oriented industry, commitment to specific principles provides clear distinction between mediocrity and excellence. The primary dedication of their firm begins with the understanding that they are to protect the interests, property, and safety of the general public. R.M. Byrd and Associates maintains the highest level of professional integrity. It is the goal of their firm to obtain creative solutions to difficult problems and strive to implement creativity without sacrificing project economy.

### EDUCATION

California Polytechnic State University  
San Luis Obispo  
Bachelor of Science, Architectural  
Engineering, 1984

### REGISTRATIONS

CA Civil Engineer No. CE41857  
CA Structural Engineer No. SE3350  
AK Professional Engineer No. 11952  
AZ Professional Engineer No. 29251  
CO Professional Engineer No. 34824  
FL Professional Engineer No. 53077  
GA Professional Engineer No. 26484  
IL Professional Engineer No. 062-052532  
IN Professional Engineer No. 10000055  
MN Professional Engineer No. 40451  
NC Professional Engineer No. 024194  
TX Professional Engineer No. 84360  
VA Professional Engineer No. 0402 035429  
WA Professional Engineer No. 33441

### PROFESSIONAL AFFILIATIONS

Structural Engineers Association of CA  
Consulting Engineers Association of CA  
International Conference of Building Officials  
American Institute of Steel Construction  
Office of Emergency Services - Disaster  
Preparedness Program

### FIRE STATIONS

- Costa Mesa Fire Station 1
- Carlsbad Fire Station 6
- Escondido Police and Fire Facility
- San Marcos Fire Station 4
- College Park Fire Station
- Rancho Santa Fe Fire Station
- Rancho Cielo Fire Station
- Indio Fire Station 5
- Upland Fire Station
- Hesperia Fire Station 301
- Hesperia Fire Station 305
- San Marcos Fire Station 2
- Chino Fire Station 63
- Santa Monica Fire Station 2
- San Marcos Fire Station 1
- Towngate Fire Station
- Menifee Fire Station
- Winchester Fire Station
- Bermuda Dunes Fire Station
- Lakeland Village Fire Station
- Elsinore Fire Station
- Moreno Valley Fire Station
- Mesa Fire Station
- Redlands Fire Station
- Cathedral City Fire Station 411
- Fontana Fire Station 71
- Rialto Fire Station 202
- Rubidoux Fire Station
- Temecula Roripaugh Fire Station

### ARFF STATIONS

- LAX - ARFF Station 80

### TRAINING FACILITIES

- Dinuba Public Safety Training Facility
- Fremont Tactical Training Center
- Chino Training Facility
- Roy Wilson Training Center
- Los Angeles Valley Recruit Training Center
- Poway Fire Training Facility
- San Marcos Emergency Training Facility

### REFERENCES

Mr. Dave Atchley  
Environmental Systems Research Institute  
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Mr. Dale Etter  
Victor Elementary School District  
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Azusa Pacific University  
(626) 815-4591  
jchristl@apu.edu





## Tim Pocock

Principal, Pocock Design Solutions

Mr. Pocock has over 30 years of experience in the design of a wide variety of project types including educational, institutional, industrial, municipal, parking structures, and healthcare facilities. With a construction oriented background, Mr. Pocock is well versed in all aspects of project delivery.

As managing principal of Pocock Design Solutions, Mr. Pocock is responsible for the overall operations of the company. Mr. Pocock will be involved with all aspects of the project, from the schematic design phase through construction phase and closeout.

### FIRE STATIONS

- Costa Mesa Fire Station 1
- Airport Fire Station No. 5
- Anaheim Fire Station No. 11
- Atwater Fire Station No. 2
- Bonsall Fire Station No. 5
- Butterfield Fire Station
- Carlsbad Fire Station No. 6
- Chino Fire Station No. 1
- Chino Fire Station No. 7
- Chino Valley Fire Station No. 63
- Chula Vista Fire Station No. 2
- Chula Vista Fire Station No. 4
- City of San Jose Fire Station No. 2
- Culver City Fire Station No. 3
- Erringer Fire Station No. 47
- Norco Fire Station No. 22
- Fontana Fire Station No. 78
- Fremont Fire Station No. 11
- Fremont Fire Station No. 2
- Fullerton Fire Station No. 41
- Gilroy Fire Station No. 3
- Hollister Fire Station No. 1
- Merced Fire Station No. 55
- Nervino Fire Station
- Norco Fire Station No. 21
- Norco Fire Station No. 3
- Ontario Fire Station No. 9
- Ontario Fire Station No. 5
- Orange County Fire Station No. 17

### REFERENCES

Kasey Shay, Senior Project Manager  
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kshay@bomelconstruction.com

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Cucamonga School District  
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kjones2@cuca.k12.ca.us

Ronald A. Kuehl, COO  
Neff Construction, Inc.  
(909) 947-3768  
ron@neffcon.com

### EDUCATION

University of California Los Angeles,  
Extension  
California Sequential Program in  
Plumbing System Design

### REGISTRATIONS

University of California Los Angeles,  
Extension California Sequential Program  
in Plumbing System Design Certification

### PROFESSIONAL AFFILIATIONS

American Society of Plumbing Engineers  
National Fire Protection Association  
(NFPA)



## Rolando E. Sotelo

Principal, A&F Engineering Group

As a principal of the firm, Mr. Sotelo serves as the Chief Engineer for A&F Engineering Group, Inc. ventures. Mr. Sotelo has over twenty years of experience and has completed projects throughout Southern California. His expertise has been an integral part of large and small projects that include civic centers, educational facilities, medical centers, office buildings, commercial centers and industrial plants.

Institutional projects form a major part of Mr. Sotelo's experience. These projects include new construction and remodel of fire and police stations; new construction and modernization of high schools, middle schools and elementary schools; building additions and remodel of university and college campuses; and medical facility remodels.

### FIRE STATIONS

- Costa Mesa Fire Station 1
- Anaheim Fire Station 5
- Eastvale Fire Station 31
- Newport Beach Fire Station 5
- Monterey Park Fire Station 62
- Monterey Park Fire Station 61
- Fontana Fire Station 73
- Fontana Fire Station 71
- Bonsall Fire Station 5
- Carlsbad Fire Station 3
- Ontario Fire Station 4
- Yucaipa Fire Station 3
- Culver City Fire Station 3
- San Jose Fire Station 2
- Avalon City Hall and Fire Station
- Terra Lago Fire Station 5
- Simi Valley Fire Station 47
- Fremont Fire Station 2
- Pomona Fire Station 183
- El Cajon Fire Station 7
- Hesperia Fire Station 304
- Anaheim Fire Station 8
- Hesperia Fire Station 305
- Hesperia Fire Station 301
- Chino Fire Station 7
- Chino Training Facility

### REFERENCES

Steve Stanton, Project Manager  
City of Montclair  
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Haynes + Oakley Architects  
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Aaron Mayoral, Owner  
Fulmin Electrical Corporation  
(909) 218-4528  
fulminelectricalcorp@gmail.com

### EDUCATION

B.S., Electrical Engineering,  
California State University, Long Beach

### REGISTRATIONS

California License E17229  
Arizona License E48795

### PROFESSIONAL AFFILIATIONS

National Society of Professional Engineers  
(NSPE)

California Society of Professional Engineers  
(CSPE)

Institute of Electrical and Electronic  
Engineers (IEEE)



## Don Wilson

Principal, Cornerstone Studios

Mr. Wilson is skilled in coordination of multi-disciplinary teams of technical consultants toward completion of project designs. He has over 40 years' experience in the field of landscape architecture and planning and on a variety of projects with extensive experience in design and alteration of new and existing facilities. His responsibilities encompass the initial fieldwork, data gathering, site analysis and documentation, design, and construction observation. He has prepared master plans, visual studies, water conservation studies, and guidelines for parks, schools, and housing communities. He has been responsible for the preparation of landscape architectural designs that emphasize lower maintenance, compatible plant associations, accessibility for all, and re-use of sites and materials.

### FIRE STATIONS

- Orange Fire Station No. 2
- Los Angeles Fire Station No. 4
- Anaheim Fire Station No. 5
- Escondido Fire Station No. 5
- Irvine Fire Station No. 6
- Ontario Fire Station No. 6
- Los Angeles Fire Station No. 7
- Ontario Fire Station No. 7
- Ontario Fire Station No. 8
- San Diego Fire Station No. 14
- Los Angeles Fire Station No. 15
- Los Angeles Fire Station No. 21
- Los Angeles Fire Station No. 33
- Van Nuys Fire Station No. 39
- San Diego Fire Station No. 43
- West Los Angeles Fire Station No. 43
- San Diego Fire Station No. 45
- Studio City Fire Station No. 78
- Los Angeles Fire Station No. 81
- San Pedro Fire Station No. 85
- Northridge Fire Station No. 87
- Los Angeles Fire Station No. 94
- Lakeside FS and Administration Building

### REFERENCES

- Ms. Patricia Neely, A.I.A.  
Anaheim Union High School District  
(714) 999-3505  
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- Ms. Tara Liampetchakul, P.E., Civil Engineer  
Los Angeles Unified School District  
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tara.liampetchakil@lausd.net
- Mr. Jimson Gutierrez, Associate Engineer  
City of Anaheim-Dept. of Public Works  
(714) 765-5251  
jgutierrez@anaheim.net

### EDUCATION

University of California, Berkeley, CA  
Bachelor of Landscape

### CERTIFICATIONS

Disadvantaged Business Enterprise  
Minority Business Enterprise  
Women Business Enterprise

### PROFESSIONAL AFFILIATIONS

Licensed Landscape Architect #1746  
CLARB Registration  
American Society of Landscape Architects  
(ASLA), Member



## Meghan Gibson

Project Manager, Chambers Group

Meghan Gibson has more than ten years of experience providing environmental planning and policy services to public and private clients. She has experience managing both large- and small-scale projects that involved California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents. She is responsible for preparing CEQA documentation, including Initial Studies (ISs), Mitigated Negative Declarations (MNDs), and Environmental Impact Reports (EIRs). In addition to her CEQA experience, Meghan has prepared multiple joint CEQA/ NEPA documents, again, to both public and private clients. She also has extensive experience preparing mitigation monitoring summary reports and compiling information from both survey and monitoring data.

### RELEVANT PROJECTS

- Fire Station 80, Initial Study/MND, City of Fontana, CA
- VCWD Headquarters Facility, Initial Study/MND, Valley County Water District, Baldwin Park, CA
- Orange Fire Station 1, Initial Study/MND, City of Orange, CA
- Hemlock Booster Pump Station, Initial Study/MND, Eastern Municipal Water District (EMWD), Moreno Valley, Riverside County, CA
- Rincon (formerly Golden Triangle) Development Project Initial Study/MND, Chino Hills, CA
- Hampshire Road Pipeline, California Water Service, Thousand Oaks, CA
- RD/HR Transmission Line Initial Study, California Water Service, Redondo Beach, CA
- Station 27 Beresford Tanks-CEQA Services, Los Angeles County Department of Public Works, Los Angeles County, CA
- ELA Station 12 Reservoir 4A Tank Project, Initial Study, Commerce, Los Angeles County, CA

### REFERENCES

Mr. Micael Hofflinger, Senior Planner  
City of Chino Hills  
(909) 364-2777  
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Mr. Dale Gonzales, Director of  
Environmental Affairs  
California Water Service Company  
(408) 367-8324  
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Mr. Timotheus Hampton, Senior Water  
Resources Engineer  
City of Pomona  
(909) 802-7420  
[tim\\_hampton@ci.pomona.ca.us](mailto:tim_hampton@ci.pomona.ca.us)

### EDUCATION

University of Southern California  
MPP, Public Policy, Environmental Policy  
University of Redlands  
BS, Environmental Management

### PROFESSIONAL TRAINING

AEP Advanced CEQA Workshop  
AEP NEPA Essentials Workshop



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## Jason D. Hertzberg

Principal Engineer, Leighton Consulting

Mr. Hertzberg has 18 years of experience in various areas of roadway, transportation, public works, water, wastewater, and residential developments throughout the High Desert and other areas of San Bernardino and Riverside Counties. He has performed geotechnical investigations from the most preliminary stages through site investigation, laboratory testing, data analysis, and report preparation for various types of civil facilities, including large-scale public works, roadways, transportation, commercial, and industrial developments. Mr. Hertzberg's areas of expertise include seismic and liquefaction hazards analysis, foundation design, soil reinforcement, slope stability analysis, and the use of computer applications for geotechnical engineering.

His experience provides a comprehensive understanding of the design and construction process, and the civil and geotechnical aspects of projects related to infrastructure, and public facilities. Mr. Hertzberg has worked in collaboration with design teams, and understands the necessity of the working relationship to meet the project's goals. Jason manages engineering staff and is responsible for review of geotechnical engineering analyses, laboratory testing, and quality control. He is practiced in geotechnical site investigations, shallow and deep foundation design, buttress and structural landslide mitigation, seismic hazard evaluations and mitigation design, grading control, ground improvement, pavement design, and forensic evaluations.

### FIRE STATIONS

- Costa Mesa Fire Station 1
- City of Industry East End Fire Station
- Rancho Cucamonga Fire Station 172
- Fullerton Fire Station 7
- Chino Fire Station 63
- Fontana Fire Station 71
- Temescal Public Safety Facility
- Verdemon Fire Station
- Needles Fire Station No. 31
- Ontario Fire Station 9
- Grand Crossing Fire Station
- Orange Fire Station 2
- Orange Fire Station 1
- Manhattan Beach Fire Station 2
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Newport Beach Fire Station 5

### EDUCATION

M.S., Civil Engineering, with  
specialization in Geotechnical  
Engineering, California State University,  
Long Beach, 2004

B.S., Civil Engineering, California State  
Polytechnic University, Pomona, 1997

### REGISTRATIONS

California Registered Geotechnical  
Engineer – 2711  
California Registered Civil Engineer –  
61778





## Eric R. Shamp

Principal, Ecotype Consulting

Eric is the principal and founder of Ecotype Consulting. He is a licensed architect, and has dedicated his career to the practice of sustainable design and development for the past fifteen years. He founded Ecotype Consulting to respond to the ever-increasing demand for green building consulting, green and energy code compliance, and commissioning in California.

Eric provides organizations with the unique expertise necessary to plan, design, build, certify, and occupy environmentally responsible and energy efficient green buildings. His prime directive is to optimize the communication effort between project stakeholders, ensure adherence to project sustainability goals, and take responsibility for the necessary calculations, documentation, and technical analyses that can often distract the project team from their critical tasks.

### PROJECT EXPERIENCE

#### **San Bernardino County Joshua Tree Office Building (Bob Burke Government Center)**

This facility houses county services and a sheriff's office for the community of Joshua Tree, just outside the entrance to Joshua Tree National Park. The project features a 157 kW photovoltaic array that offsets approximately 70% of the building's energy consumption. Ecotype provided LEED consulting, energy modeling, and limited commissioning services.

#### **Inland Empire Transportation Management Center**

The IETMC houses CalTrans and California Highway Patrol operations, and provides intermodal, interregional, interagency traffic management in the Inland Empire. The facility is base-isolated, and is designed to comply with the Essential Services Act. Ecotype Consulting worked with RC Construction Services to coordinate, track, and document LEED compliance during construction.

#### **Norco Operations Center**

The Norco Operations Center was part of the RCCD Measure C bond measure, and was designed and built to consolidate maintenance and operations facilities, network operations, and warehousing into one building. The design process included early-phase full-team design workshops, in which sustainability goals were determined, design solutions and alternates were proposed, and systems were integrated.

#### **East Campus Central Utilities Plant**

The UC San Diego Medical Center is constructing a new nine-story Bed Tower connected to its existing Thornton Hospital in La Jolla, CA. The central utilities plant, formerly located in the basement of Thornton, had to be relocated to make way for the new configuration, and to be expanded to serve the entire East Campus.

### EDUCATION

Rice University

Bachelor of Architecture/Art History

### LICENSES AND CERTIFICATIONS

California Architect C29013, since 2003

Accredited Lighting Acceptance Test

Technician TC-A814192

National Council of Architectural

Registration Boards (NCARB)

ASHRAE-certified Commissioning Process

Management Professional (CPMP)

LEED Accredited Professional BD+C, since

2003

Member, American Institute of Architects

(AIA)

Member, US Green Building Council

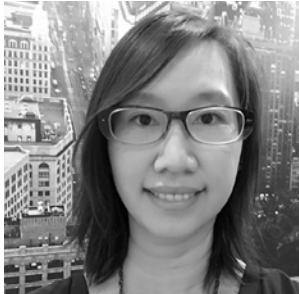
Member, ASHRAE

Member, Construction Specifications

Institute (CSI)

Member, California Association of Building

Energy Consultants (CABEC)



## Ming Guan

Senior Engineer, KOA

Ms. Guan has 11 years of experience with work in civil, traffic and highway design. Ms. Guan is an integral part of many KOA projects which have involved traffic engineering design for roadway improvements, traffic signal designs, ramp metering, signing and striping, and traffic control plans. She has completed a number of roadway and traffic signal design projects for a number of agencies. She has hands-on experience in completing PS&E packages. She is also an adjunct professor at Cal Poly Pomona teaching Computer Programing, Traffic Engineer, Highway Engineering and Advanced Highway Engineering for the Civil Engineering Department since 2008.

### FIRE STATIONS

- Costa Mesa Fire Station 1
- San Diego Fire Station 45
- North Valley Fire Station 7
- Bonsall Fire Station 5
- Van Nuys Fire Station 39
- Eastvale Fire Station 2
- La Quinta Fire Station
- Thousand Palms Fire Station
- Rancho Cucamonga FS 5

### REFERENCES

Victor Ortiz, City Engineer  
City of Colton  
(909) 370-5065  
vortiz@ci.colton.ca.us

Noel Castillo, Engineering Manager  
City of Fontana  
(909) 350-7632  
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### MUNICIPAL

- I-10 On-Ramp Improvements, Colton
- I-215 Traffic Signal, San Bernardino
- Traffic Signal System, Redlands
- Traffic Signal and Interconnect Design, Rancho Cucamonga
- Traffic Signals and Street Improvement, Fontana

Azzam Jabsheh, Associate Engineer  
City of Rialto  
(909) 820-2525  
ajabsheh@rialtoca.gov

Mahmoud Khodr, Traffic Engineer  
City of San Bernardino  
(909) 384-7251  
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### EDUCATION

Cal State Polytechnic University, Pomona  
Master of Science in Civil Engineering  
Bachelor of Science in Civil Engineering

### REGISTRATIONS

Professional Engineer, Civil, CA#75793  
Professional Engineer, Traffic, CA#2795



## K. Anthony Hoover

Principal, MCH

Mr. Hoover brings over thirty-six years of experience and has served as principal acoustical consultant on over 1,900 projects involving all building types in all areas of architectural acoustics, noise and vibration control, sound system design, HVAC and environmental noise control. He is experienced with a broad range of federal and civic administrative facilities. He serves as a working committee member on the ANSI's Classroom Acoustics Standard, and among his peers, he is recognized as one of the key leaders in the industry.

### HIGHLIGHTED EXPERIENCE

- Coachella Water Dist. Admin. Facility, Palm Desert, CA
- El Monte Transit Station, El Monte, CA
- Gov. Deukmejian Superior Courthouse, Long Beach, CA
- Sacramento Convention Center Renovation, Peer Review, CA
- CA Military Consolidated Headquarters/EOC Center, Sacramento, CA
- Kaiser Permanente, Medical Building, Ventura, CA
- Maricopa County Court Tower, Phoenix, AZ
- John Adams Courthouse, Boston, MA
- Pima County Joint Courts Complex, Tucson, AZ
- Donohue Federal Building & US Courthouse, Worcester, MA
- Old San Juan Courthouse & Post Office, San Juan, Puerto Rico
- US District Courthouse Renovation, Providence, RI
- Fenton Judicial Center, Lowell, MA
- George C. Young US Courthouse & Annex, Orlando, FL
- Salt River Pima- Maricopa Indian Tribal Court Facility, Scottsdale, AZ
- Bose Corporate World Headquarters, Framingham, MA
- EMC Briefing Center, Hopkinton, MA
- Astra Pharmaceuticals Teleconference Rooms, Worcester, MA
- Ophthalmologic Microscope Relocation, Portland, ME
- Massachusetts General Hospital, Wellman Research Center, Boston, MA
- Newton-Wellesley Hospital, MRI Center, Newton, MA
- MIT, Health Services Building, Cambridge, MA
- Rhode Island Blood Center, Providence, RI
- Ballistic Test Laboratories, Watertown, MA

### EDUCATION

M.S. Acoustics, Pennsylvania State University, 1981

B.A. American Studies, University of Notre Dame, 1976

### PROFESSIONAL AFFILIATIONS

Nat'l Council of Acoustical Consultants: President, Board of Directors

Acoustical Society of America: Fellow (elected 2003), Chairman-

Technical Committee on Architectural Acoustics (2001-2004), Chairman-College of Fellows

Institute of Noise Control

Engineering: Member

(1982-present), Board Certified

Audio Engineering Society: Member

Greater Boston/ASA: Chairman

Los Angeles/ASA: Board of Directors

Boston Architectural Center: Adjunct

Faculty and Thesis Advisor

American Federation of Teachers:

Member Berklee College of Music:

Assistant Professor

# References

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The following are some specific references for our firm. PBK-WLC takes great pride in not only the facilities we help create but the relationships that develop with many County, City, Fire, and Law Enforcement representatives.

## ORANGE COUNTY FIRE AUTHORITY

Mr. Steve Chambers, Property Manager (R)  
Orange County Fire Authority  
Phone: (714) 720-4499  
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Mr. Chris DeCoursey, Construction Mgr.  
Orange County Fire Authority  
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## SAN MARCOS FIRE DEPARTMENT

Mr. Brett Van Wey, Fire Chief (R)  
San Marcos Fire Department  
Phone: (760) 594-4700  
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Mr. Todd Newman, Fire Chief (R)  
San Marcos Fire Department  
Phone: (760) 594-4704  
Email: newman62@aol.com

Mr. Greg Woolf, Division Chief (R)  
San Marcos Fire Department  
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## CHINO VALLEY FIRE DISTRICT

Mr. Luke Nurre, Fire Fighter (R)  
Chino Valley Independent Fire District  
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Mr. Scott Atkinson, Deputy Chief (R)  
Chino Valley Fire District  
Phone: (909) 816-7682  
scottatkinson006@gmail.com

## FREMONT FIRE DEPARTMENT

Mr. Mike Avila, Fire Captain (R)  
Fremont Fire Department  
Phone: (925) 683-1802  
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## POWAY FIRE DEPARTMENT

Mr. Jon Canavan, Fire Chief (R)  
Poway Fire Department  
Phone: (858) 735-4925  
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## CITY OF ESCONDIDO

Ms. Joyce Masterson, Asst. City Manager (R)  
City of Escondido  
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## CITY OF CARLSBAD

Mr. Terry L. Smith, Senior Civil Engineer (R)  
City of Carlsbad  
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## CARLSBAD FIRE DEPARTMENT

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Carlsbad Fire Department  
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## ONTARIO FIRE DEPARTMENT

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## SAN BERNARDINO COUNTY FIRE

Mr. Terry Welsh, Division Chief (R)  
San Bernardino County Fire Department  
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Mr. Bryant O'Hara, Battalion Chief  
San Bernardino County Fire Department  
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## CITY OF CHINO

Mr. Michael A. Kolling, Project Manager (R)  
City of Chino  
Phone: (909) 664-6220  
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Ms. Carolyn Baltzer, Project Manager  
City of Chino  
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## MURRIETA FIRE & RESCUE

Mr. Mike Lopez, Deputy Fire Chief  
Murrieta Fire & Rescue  
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## COUNTY OF RIVERSIDE

Ms. Anna E. Rodriguez, Project Manager  
County of Riverside, EDA  
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Ms. Leah Rodriguez, Project Manager  
County of Riverside, EDA  
Phone: (760) 863-2534  
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## NORTH COUNTY FIRE PROTECTION DIST.

Mr. Steve Marovich, Battalion Commander (R)  
North County Fire Protection District  
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## CITY OF FONTANA

Ms. Kimberly Young, Senior Civil Engineer  
City of Fontana  
Phone: (909) 350-7600  
Email: kyoung@fontana.org

Mr. Weldon Babino, Project Manager (R)  
City of Fontana  
Phone: (909) 855-6201  
Email: wbabino@ymail.com

## LOS ANGELES WORLD AIRPORTS

Mr. Robert Falcon, Chief Airports Engineer  
Facilities Management Program  
Phone: (424) 646-5973  
Email: rfalcon@lawa.org

## CITY OF MONTCLAIR

Mr. Noel Castillo, Public Works Director  
City of Montclair  
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### **SANTA MONICA FIRE DEPARTMENT**

Mr. Jim Hone, Fire Chief (R)  
Santa Monica Fire Department  
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### **DEPARTMENT OF GENERAL SERVICES**

Mr. Michael Siemering, Project Director  
Department of General Services  
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### **CITY OF MANHATTAN BEACH**

Mr. Mamerto Estepa, Associate Engineer (R)  
City of Manhattan Beach  
Phone: (805) 407-6352  
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### **MANHATTAN BEACH FIRE DEPARTMENT**

Mr. Mike Boyd, Battalion Chief (R)  
Manhattan Beach Fire Department  
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Email: mboyd31@icloud.com

### **ORANGE CITY FIRE DEPARTMENT**

Mr. Robert Stefano, Deputy Chief  
Orange City Fire Department  
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Mr. Matt Nelson, Administrative Captain  
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### **NEWPORT BEACH FIRE DEPARTMENT**

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### **CITY OF NEWPORT BEACH**

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Mr. Peter Tauscher, Project Engineer  
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### **COSTA MESA FIRE DEPARTMENT**

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Costa Mesa Fire Department  
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Mr. Jason Pyle, Division Chief  
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### **CITY OF LA VERNE**

Mr. Chad Peterson, Recreation Coordinator  
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Phone: (909) 596-8700  
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### **CITY OF COSTA MESA**

Mr. Arash Rahimian, Associate Engineer  
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### **ANAHEIM FIRE & RESCUE**

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### **CITY OF LOS ANGELES**

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### **CITY OF PASADENA**

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### **CITY OF HESPERIA**

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### **CITY OF SAN DIEGO**

Ms. Rowaida Jadan, Project Manager  
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### **CITY OF SAN MARCOS**

Mr. Paul Malone, City Manager (R)  
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### **MONTEREY PARK FIRE DEPARTMENT**

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### **FOUNTAIN VALLEY FIRE DEPARTMENT**

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### **HUNTINGTON BEACH FIRE DEPARTMENT**

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### **VALLEY COUNTY WATER DISTRICT**

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### **USGVM WATER DISTRICT**

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### **CITY OF ONTARIO**

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### **BIG BEAR LAKE WATER DISTRICT**

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### **CONTRACTORS**

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Mr. Michael Villegas, Vice President  
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Mr. Jon Wollam, Construction Manager  
RC Construction Services  
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Mr. Bryan Aylor, Director of Construction  
TELACU Construction Management  
Phone: (714) 541-2390  
Email: baylor@telacu.com



BOARD OF FIRE COMMISSIONERS

GENETHIA HUDLEY-HAYES  
PRESIDENT

CASIMIRO U. TOLENTINO  
VICE PRESIDENT

DIANA M. BONTÁ  
ANDREW FRIEDMAN  
JILL FURILLO

LETICIA GOMEZ  
EXECUTIVE ASSISTANT

CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

FIRE DEPARTMENT

BRIAN L. CUMMINGS  
FIRE CHIEF

200 NORTH MAIN STREET  
LOS ANGELES, CA 90012

(213) 978-3800  
FAX: (213) 978-3815

<http://www.lafid.org>

March 5, 2012

To Whom It May Concern:

In 2000, the citizens of the City of Los Angeles approved a public bond, Proposition F, for the replacement of fire stations that were no longer serviceable. The target goal was to construct 20 replacement stations during a specified time period.

The Los Angeles Fire Department, in conjunction with the Department of Public Works/Bureau of Engineering, engaged the services of WLC Architects to design Fire Stations Nos. 81 and 89, and has selected WLC Architects to design Fire Stations No. 7 and 39. The Los Angeles Fire Department is pleased with the work performed by WLC Architects on the first two projects and is expecting great things on the next two and all future projects.

It is also important to note that Fire Station Nos. 81 and 89 have all been LEED® certified. The Fire Department, the City, and its residents will benefit from operational cost savings for years to come due to WLC's commitment to energy efficiency through design.

Please feel free to contact my office if there are any questions or if additional information is required.

Very truly yours,

W. Patrick Valenzuela, Captain II  
Fire Facilities Fire Bond Project

Curt M. Klufta, Battalion Chief  
Fire Facilities Fire Bond Project



## WHY WLC?

“WLC was a fantastic firm to work with. They listened to every word I had to say and delivered the perfect design on the first try - which was exactly what I was looking for.”

**Curt Klafta, Battalion Chief**  
**Fire Station 39 - Van Nuys**  
**Los Angeles Fire Department**



**RANCHO CUCAMONGA**

8163 Rochester Avenue, Suite 100  
Rancho Cucamonga, CA 91730  
909.987.0909

**ORANGE COUNTY**

600 Anton Boulevard, Suite 1375  
Costa Mesa, CA 92626  
949.548.5000

**SAN DIEGO**

11455 El Camino Real, Suite 480  
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**SAN LUIS OBISPO**

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**VENTURA COUNTY**

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**BERKELEY**

2600 Tenth Street, Suite 700  
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510.450.1999

**FOLSOM**

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Folsom, CA 95630  
916.355.9922

**FRESNO**

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Fresno, CA 93711  
559.448.8400

**SACRAMENTO**

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Sacramento, CA 95833  
916.682.9494

**PBKWLC**

**EXHIBIT C**  
**FEE SCHEDULE**



8163 Rochester Avenue  
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P. +1 909-987-0909  
PBK-WLC.com

January 31, 2022

Mr. Arash Rahimian, PE  
Senior Engineer  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628-1200

Re: Revised Fee Proposal  
Costa Mesa Fire Station 2  
Project W2109300AR.06

Dear Mr. Rahimian:

Thank you for selecting PBK-WLC for the design of Fire Station 2. We are very excited about working with both the City and Fire Department again. Attached please find our Revised Fee Proposal. I believe it covers all of the items discussed at our meeting last week.

Mr. Rahimian, thank you again for this opportunity. If you should have any questions or require any additional information, please do not hesitate to contact me at any time.

Very truly yours,

A handwritten signature in black ink that reads 'KELLEY NEEDHAM'.

KELLEY NEEDHAM, AIA  
Managing Partner

KN:br/P0W2109300ARx1-ltr

Attachment: Revised Fee Proposal



## Revised Fee Proposal

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Your contract with PBK-WLC will mark a purposeful investment in your facilities. We are here to make sure that you consider that investment to be a good one, with significant returns. PBK-WLC is extremely flexible when it comes to the fee structure that best suits each new commission. We want the City and Fire Department to feel that you are getting both a quality architectural product and excellent professional services at a fair market price.

In an effort to better define our fee proposal, we have broken it down into the following components:

- A. Basic Architectural Fee
- B. Project Specific Fees
- C. Total Fee
- D. Reimbursables
- E. Items Excluded
- F. Hourly Rate Schedule

A description of each component is as follows:

### A. BASIC ARCHITECTURAL FEE

Our fee for basic architectural services will be a fixed lump sum and includes the following disciplines:

- Civil Engineering
- Architectural Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Landscape Architecture

Our fee includes all building and site improvements, circulation areas, parking areas, and landscaping. For the purposes of establishing a fee, we have assumed a project with a preliminary construction budget of \$6,500,000.00.

PHASE OF SERVICE	FEE
Schematic Design	\$ 73,125.00
Design Development	48,750.00
Construction Documents	243,750.00
Bidding	24,375.00
Construction Administration	97,500.00
<b>TOTAL BASIC ARCHITECTURAL FEE</b>	<b>\$ 487,500.00</b>

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**B. PROJECT SPECIFIC FEES**

The following items are unique to each project and not typically found in the basic scope of architectural services. Based on our experience and interpretation of the information available, we believe the following services will also be required:

<b>TASK</b>	
Topographical Survey	\$ 10,000.00
Geotechnical Investigation	14,000.00
Traffic Engineering	24,000.00
LEED Certification	59,000.00
Fundamental Commissioning	16,000.00
Hazardous Material Survey	2,500.00
SWPPP	3,000.00
Constructability Review	5,000.00
Utility Survey	5,000.00
Soil Remediation	24,000.00
Acoustical Analysis	10,000.00
Site Wall Design	5,000.00
Sound Barrier Design	5,000.00
Reimbursable Allowance for Agency Permit Fees	50,000.00
<b>TOTAL PROJECT SPECIFIC FEE</b>	<b>\$ 232,500.00</b>

**C. TOTAL FEE**

The following is the total of all fees along with an allowance for reimbursables:

<b>SERVICE</b>	
Basic Architectural Fee	\$ 487,500.00
Project Specific Fees	232,500.00
Reimbursable Allowance	10,000.00
<b>TOTAL FEE</b>	<b>\$ 730,000.00</b>

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#### **D. REIMBURSABLES**

Items required or requested by the City, Fire Department, or approving agency will be invoiced as reimbursable without markup on monthly intervals. Reimbursables generally include the following:

1. Bulk paper copy.
2. Printing/Mylars.
3. Express or overnight mail/courier service.
4. Agency permit fees.

The City will not incur any cost for travel, travel time, phone calls, faxes, or incidental printing or copying.

#### **E. ITEMS EXCLUDED**

The following is a list of items which are excluded from our scope of services or are not anticipated to be required. However, these services can be included, if requested, or once additional information is known:

1. Plan Check/Permit Fees.
2. Professionally Constructed Building Models.
3. Energy Modeling.
4. Shoring Design.
5. Arborist/Biologist Reports.
6. Construction Surveying/Staking.
7. Cone Penetration Testing.
8. QSP services during construction.
9. QSD services during construction.
10. Radius maps, mailing lists and public hearing signage.
11. Traffic control plans.
12. County, State, Title Company and Utility Purveyor Fees.
13. Soil Management or Agronomy Reports.
14. Services related to an Underground Parking Structure.
15. Preparation of a Record of Survey map or corner record as required by the City or County.
16. Services related to the undergrounding of overhead utility lines, or the relocation/replacement of poles, along the street or alley frontages.
17. Foundation System: Our fee assumes typical spread footings in average soil conditions. Any other type of foundation system required as a result of poor soil conditions would not be considered within our scope of work.
18. Separate street improvement drawings.
19. Environmental documentation or studies.

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**F. HOURLY RATE SCHEDULE**

For additional services, the following hourly rates are proposed for the basis of negotiating scope modifications which may be necessary for the project. Hourly rates include mark-up that will be applied to all fees. Reimbursable costs for reprographic services, computer plotting, and printing will be negotiated at the time additional services are requested.

**ARCHITECT**

Principals of Firm	\$255.00
Associate/Director/Coordinator	\$225.00
Senior Project Architect/Manager	\$205.00
Project Architect/Manager	\$175.00
Design Studio	\$125.00
Clerical	\$105.00

**CIVIL ENGINEER**

Principal	\$185.00
Project Manager	\$150.00
Project Surveyor	\$120.00
Design Engineer	\$100.00
Draftsperson	\$ 75.00
Project Assistant	\$ 60.00

**STRUCTURAL ENGINEER**

Principal Engineer	\$175.00
Project Engineer	\$150.00
Chief Draftsman	\$110.00
Draftsman	\$ 90.00
Technical Support	\$ 75.00

**ELECTRICAL ENGINEER**

Principal	\$175.00
Project Manager	\$135.00
Project Engineer	\$125.00
Designer	\$ 95.00
Designer/CADD Technician	\$ 90.00
Jr. Designer/CADD Technician	\$ 80.00
CADD Technician/Drafter	\$ 70.00
Technical Support	\$ 50.00

**MECHANICAL ENGINEER**

Principal	\$225.00
Associate Principal	\$205.00
Senior Project Manager	\$195.00
Project Manager	\$185.00
Senior Project Engineer	\$170.00
Project Engineer	\$150.00
Senior Design Engineer	\$135.00
Design Engineer	\$125.00
Senior Designer	\$115.00
Designer	\$105.00
CADD Designer	\$100.00
CADD Technician	\$ 80.00
Administrative	\$ 75.00
Technical Support	\$ 65.00

**LANDSCAPE ARCHITECT**

Principal Architect	\$165.00
Associate Architect	\$140.00
Architect/Project Manager	\$125.00
Job Captain/Designer	\$110.00
CADD Technician	\$ 95.00
Draftsperson	\$ 80.00
Technical Support	\$ 65.00

**ENVIRONMENTAL ENGINEER**

Senior Director	\$225.00
Program Manager	\$200.00
Senior Project Manager	\$165.00
Project Manager	\$140.00
Project Assistant	\$ 82.00
Technical Support	\$ 62.00

**TRAFFIC ENGINEER**

Principal	\$248.00
Senior Engineer	\$198.00
Senior Associate Engineer	\$137.00
Associate Engineer	\$110.00
Technical Support	\$ 94.00

**EXHIBIT D**

**CITY COUNCIL POLICY 100-5**



## CITY OF COSTA MESA, CALIFORNIA

### COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

#### BACKGROUND

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Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

#### PURPOSE

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It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

#### POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs;  
and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.