

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 21ST day of March, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PBK ARCHITECTS, INC., a Texas corporation, registered to do business in California ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide architectural and design of FS#4 training tower and facility reconstruction project, as more fully described herein; and

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

D. 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 Proposals, 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 made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Three Hundred and Sixty Two Thousand Dollars (\$362,000.00).

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. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. 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.

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 approved by City. The Project Schedule may be amended by mutual agreement of the parties. 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 (excluding COVID-19), 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 two (2) years, ending on March 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3) additional one (1) year periods upon mutual written agreement of both 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) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (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 limit per accident 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 Architects, Inc.
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Tel: (909) 987-0909
Attn: Kelley Needham

Tel: (714) 754-5045
Attn: Hector Soriano

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. 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 7920.000, *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 7924.510, 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.

[Signatures appear on following page.]

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:

Hector Soriano
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE PUBLIC WORKS DIRECTOR

December 8th, 2022**SUBJECT: FIRE STATION NO. 4 – TRAINING TOWER FACILITY: 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. 4 – Training Tower Facility. The schedule is as follows:

ENGINEERING SCHEDULE	DATE
1. Mandatory Job Walk	12/15/22
2. Deadline to Submit Requests for Clarification	12/22/22
3. Proposal Due Date	01/06/23
4. City Council Award of Professional Services Agreement	03/21/23
5. Project Kick-off Meeting	04/04/23
6. Conceptual Design Submittal	05/04/23
7. 70% Submittal	06/20/23
8. 100% Submittal	08/03/23
9. Approved Construction Documents	08/24/23
10. Advertise for Construction	08/28/23
11. Construction Administration Period	8/28/23 - 06/15/24
12. Final AsBuilt Submittal	07/01/24

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 December 15, 2022, at 10:30 am at Fire Station No. 4 existing training tower located at 2300 Placentia Ave, Costa Mesa, CA 92627. Access will be granted through the front entrance off of Placentia Avenue.

CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is Hector Soriano at (714) 754-5045. 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://pbsystem.planetbids.com/portal/45476/bo/bo-search>
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://pbsystem.planetbids.com/portal/45476/bo/bo-search>

Sincerely,
Hector Soriano
Associate Engineer

**FIRE STATION NO. 4 – TRAINING TOWER FACILITY:
REQUEST FOR PROPOSAL (RFP) 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 professional architectural and engineering design services for the Fire Station No. 4 – Training Tower Facility Project.

The project will replace the existing training tower facility built in 1966 with a new tower structure and slab on grade pavement located on the site owned by the City at 2300 Placentia Ave, on approximately 1.4-acres of land.

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:

- A. A 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.
- B. 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.
- C. 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.
- D. 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 and any shipping and prefabrication lead times for the construction of the project.
- E. 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 \$40,000 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. 4 - Training Tower Facility shall be a fully equipped and operational turn-key prefabricated permanent structure of approximately 6,000 - 8,000 square feet on approximately 1.4 acres of land. The structure shall be designed and constructed in accordance with the Orange County Fire Authority (OCFA) Fire Station Development Standards; in addition, the project includes a separate but partner structure with restrooms and showers, approximately 55,000 square feet of asphalt and miscellaneous pavement to be removed, graded and replaced with a concrete slab on grade pavement, adjusting or relocating all necessary utilities and monuments.

8.1. GENERAL SERVICES

The architect shall provide general services designated necessary to assist in the administration of the project of the Fire Station No. 4 – Training Tower Facility. The architect will serve as the lead consultant in managing the design of the facility. The civil engineering, landscape architecture, utility, electrical engineering, mechanical engineering, structural engineer, geotechnical engineer, tower prefabricator provider, 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; the design shall also include the design of construction stages to allow egress and egress for emergencies during construction for the adjacent Fire Station operations at all times.

8.2. PROGRAM CONFIRMATION

The architect shall work closely with the City of Costa Mesa Public Works Department and City of Costa Mesa Fire & Rescue Department (CMFR) to confirm the design requirements for the proposed

project. This shall include, but not be limited to, the following:

- a. Confirming operational requirements
- b. Confirming furniture and fixture requirements and other key elements
- c. Access requirements to ingress and egress of existing fire station
- d. Visitor and ADA parking spaces requirements
- e. Full hazardous materials survey and abatement plan for the existing training tower
- f. Testing, identification and investigation of all existing utility laterals
- g. Comprehensive geotechnical study of the entire site
- h. Fire sprinkler design
- i. Prefabricated tower structure with one-story, two-story, and five-story attachments with training components specified by the CMFR, or an equivalent proposed configuration that meets the City's criteria; additionally, the design shall include a separate but partner structure with restrooms and showers and potential external Decon showers, with an occupant load for 50 people
- j. Meeting agenda and minutes during design
- k. Web based file sharing site for the duration of design and construction
- l. Solar panels to comply with Wildfire Resiliency Budget Trailer Bill Request
- m. Water recirculation system for onsite operations and storm water

8.3. 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.

8.4. 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:

- a. Existing and future infrastructure
- b. Soil conditions (Soils Testing and Report)
- c. Environmental conditions and remediation
- d. Topography
- e. Zoning requirements
- f. Drainage systems
- g. Future adjacent uses
- h. On-site and off-site uses
- i. Utilities

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

- j. Site circulation: secured ingress and egress, training logistics and a cost efficient pavement configuration that can support the training activities and heavy vehicles loads.
- k. Structure safety during trainings
- l. Structure low maintenance and long duration warranty
- m. Visitor and shift parking / traffic circulation
- n. Training Tower image
- o. Relationships to adjacent uses
- p. Services / deliveries
- q. Temporary Emergency Equipment Enclosures for the duration of construction

8.5. SCHEMATIC DESIGN

This item of work shall include preparing schematic design documents. 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, tower suppliers, prefabricated tower options, and such other elements as may be appropriate and as described in general as follows:

8.5-A ARCHITECTURAL DESIGN / DOCUMENTATION

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

8.5-B STRUCTURAL DESIGN

The structural design shall be per essential facilities and pavement requirements.

8.5-C CIVIL PLANS

The civil design shall include, but not be limited to, a concrete slab on grade pavement design and documentation, construction details, traffic circulation analysis, a staging plan and a quality control and assurance QA/QC plan.

8.5-D MECHANICAL DESIGN

The mechanical design shall include, but not be limited, to plumbing, smoke distribution system, fire protection, and fire sprinkler design.

8.5-E ELECTRICAL DESIGN

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

8.5-F 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.

8.5-G FIRE PROTECTION / SPRINKLER SYSTEM

The fire sprinkler and smoke detection system design and installation for the fire station shall comply with the CMFR regulations and National Fire Protection Association (NFPA) standards.

8.5-H INTERIOR DESIGN

Architect shall provide interior design for the project including an itemized list of Accessories, Fixtures and Equipment list with responsibilities for the general contractor.

8.5-I GEOTECHNICAL INVESTIGATION

Architect shall provide a comprehensive geotechnical study and report of the entire site of the entire site and propose alternatives for the structures contained within the project scope.

8.6. DESIGN DEVELOPMENT SERVICES

The architect shall prepare from the approved schematic design documents, the design development documents consisting of site and floor plans, accessories plan, 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.

8.6-A ARCHITECTURAL DESIGN / DOCUMENTATION

- a. Hazardous materials study and abatement plan
- b. Demolition Plans
- c. Site plan and details
- d. Building plans
- e. Enlarged plans
- f. Sections / elevations
- g. Building systems / material selection
- h. Details
- i. Dimensions / permit related areas
- j. Cost estimates
- k. Prefabricated Structure Architectural Drawings and Installation Plan
- l. Staging Plan: For Fire Station accessibility during construction

8.6-B STRUCTURAL DESIGN / DOCUMENTATION

- a. Foundation Plan
- b. Efficient Concrete Pavement Plan
- c. Structural Plan for Solar Panels
- d. Prepare structural system documents, including structural calculations for the prefabricated structure and pavement.

8.6-C CIVIL DESIGN / DOCUMENTATION

- a. Grading plan
- b. Utility plan
- c. Striping plan
- d. Water Quality Management Plan
- e. Recycling Water System Plan
- f. Water Pump Pit Plan
- g. Landscaping

8.6-D MECHANICAL DESIGN AND PLUMBING DESIGN / DOCUMENTATION

- a. Prepare building plumbing documents
- b. Prepare fire protection system documents (fire sprinkler drawings)
- c. Prepare smoke system plumbing documents

8.6-E ELECTRICAL DESIGN

- a. Prepare electrical system documents
- b. Compilation of project manual

8.6-F MATERIALS RESEARCH/SPECIFICATIONS

- a. Preparation of specifications

8.6-G SIGNAGE / GRAPHIC DESIGN

- a. Design of site identity and building signage
- b. Construction Document Signage
- c. Interior Signage
- d. Station monument sign

8.6-H PREFABRICATED STRUCTURE DESIGN

- a. Interior Elevations
- b. Details and Sections
- c. Accessories, Fixtures and Equipment
- d. Interior Plans Options that include but are not limited to the following components:
 - Options should include a one-story, two-story, and five-story building
 - Interior and exterior stairwells: options should include an exterior stairwell on the 2-story part of the structure to mimic an apartment complex or motel and a closed interior stairwell adjacent to the water plumbing
 - Interior and exterior walls that are protected against corrosion produced by water and heat cycles, with an option of movable walls system (Maze).
 - Water plumbing (hose bibs)
 - Smoke distribution system (plumbing) with multiple valves for efficient trainings
 - Pre-plumbed smoke machines with multiple access to train in multiple areas. Smoke System must consider a low maintenance design
 - Functional drainage openings and plumbing
 - Multiple balconies
 - Minimum of four insulated burn rooms with lining to prevent degradation: two class A burn rooms and two class B burn rooms that include vent over fire prop, sensors access and observation windows
 - Elevator shaft
 - Rappelling anchors
 - Bail out anchors
 - Forcible entry doors
 - Inward and outward swinging doors and windows
 - Roll up door prop
 - VEIS Prop if available – window breach
 - Attic prop with attic access and ceiling breach with potential attic burn room including fall protection components.
 - Roof Hatch
 - Ladders
 - Confined space opening (in-floor): 30 inches diameter
 - Standpipe located adjacent to interior stairwell
 - Exterior and interior windows
 - Sprinkler training system
 - Chain gates and railing surrounding ventilation and roof props – OSHA required
 - Sloped, flat, and gable roof with ventilation roof props and parapet walls on the flat roof. Roof shall include a slip-resistant system and railing.
 - Denver rescue window
 - Electric outlets for 110 and 240 voltage
 - All components shall be located in a safe path and secured for training impacts
 - Tower Sound Operations Alert System for emergency calls
 - Class A burn props

8.6-I LANDSCAPE DESIGN / DOCUMENTATION

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

8.7. 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.

8.7-A ARCHITECTURAL DESIGN / DOCUMENTATION

- a. Review design development
- b. Demolition Plans
- c. Site plan and details
- d. Building plans
- e. Enlarged plans
- f. Sections / elevations
- g. Building systems / material selection
- h. Details
- i. Dimensions / permit related areas
- j. Cost estimates

8.7-B STRUCTURAL DESIGN / DOCUMENTATION

- a. Prepare structural system documents

8.7-C CIVIL DESIGN / DOCUMENTATION

- a. Grading plan
- b. Utility plan
- c. Striping plan
- d. Water Quality Management Plan

8.7-D LANDSCAPE DESIGN / DOCUMENTATION

- a. Landscape plan
- b. Irrigation plan

8.7-E MECHANICAL DESIGN / DOCUMENTATION

- a. Prepare building plumbing documents
- b. Prepare fire protection system documents (fire sprinkler drawings)

8.7-F ELECTRICAL DESIGN

- a. Prepare electrical system documents
- b. Prepare Title 24 lighting calculations

8.7-G MATERIALS RESEARCH/SPECIFICATIONS

- a. Preparation of specifications
- b. Compilation of project manual

8.7-H INTERIOR DESIGN

- a. Interior Plans

- b. Interior Elevations
- c. Details and Sections
- d. Accessories Fixtures and Equipment

8.7-I SIGNAGE / GRAPHIC DESIGN

- a. Design of site identity and building signage
- b. Construction Document Signage
- c. Interior Signage
- d. Station monument sign

8.8. 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, attend to final walk-through and punch list preparation and prepare final As-Builts.

8.9. 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.

8.10. MEETINGS

The architect will be required to attend meetings and make presentations with the City and Fire Department, during the design stage shall prepare meeting Agenda and Minutes 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: one City Council Meetings, one Planning Commission Meetings, one public outreach Community Meetings, design progress meetings, and weekly construction progress meetings for an anticipated construction duration of 10 months.

8.11. 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.

The architect shall prepare Final Plans, Cost Estimate and Technical Specifications to prepare the City Bid Package.

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.

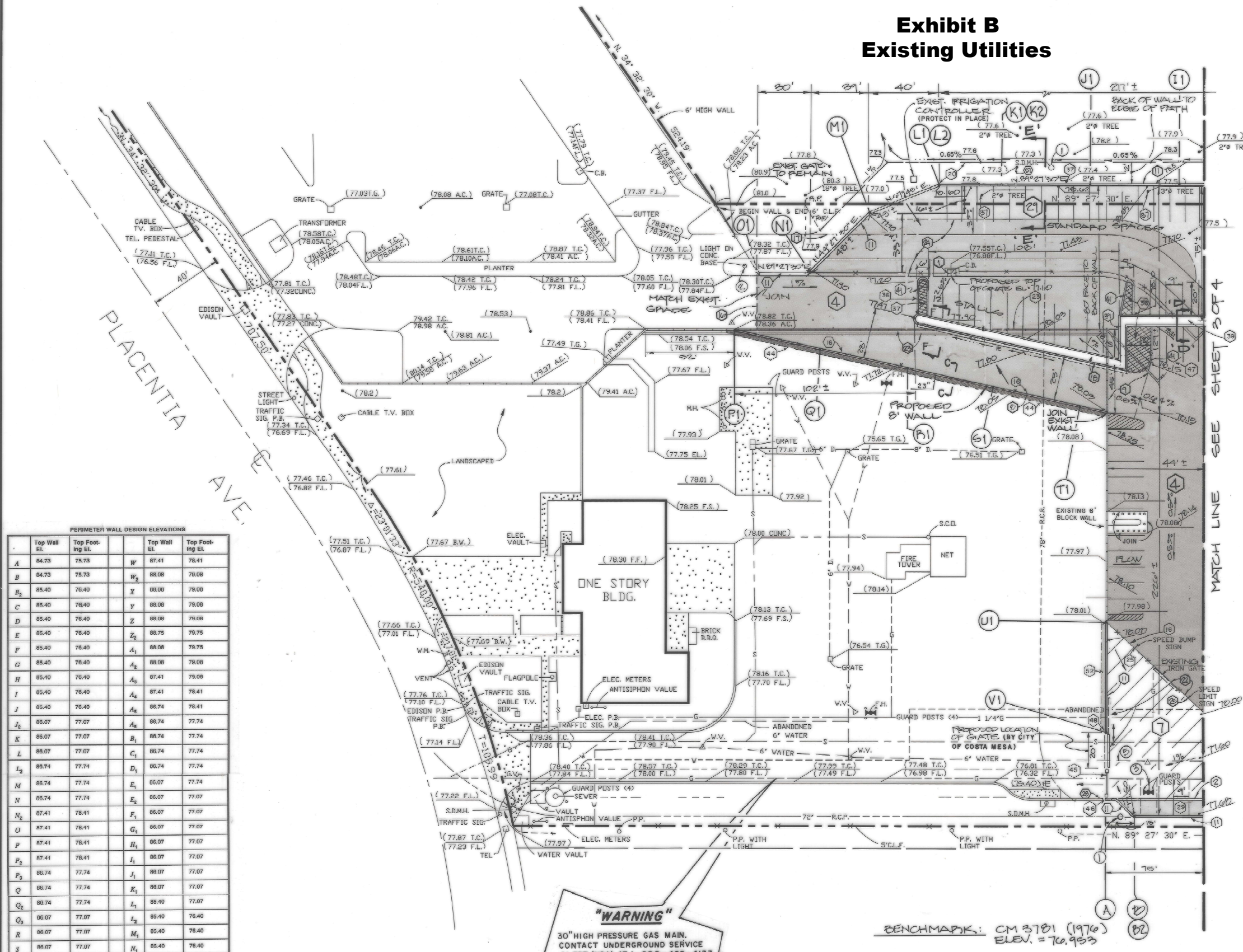
12. ATTACHMENTS:

- Exhibit A – Project Area
- Exhibit B – Existing Utilities

Exhibit A
Project Area



Exhibit B
Existing Utilities



PERIMETER WALL DESIGN ELEVATIONS

	Top Wall El.	Top Footing El.		Top Wall El.	Top Footing El.
A	84.73	75.73	W	87.41	78.41
B	84.73	75.73	W ₂	88.08	79.08
B ₂	85.40	76.40	X	88.08	79.08
C	85.40	76.40	Y	88.08	79.08
D	85.40	76.40	Z	88.08	79.08
E	85.40	76.40	Z ₂	88.75	79.75
F	85.40	76.40	A ₁	88.08	79.75
G	85.40	76.40	A ₂	88.08	79.08
H	85.40	76.40	A ₃	87.41	79.08
I	85.40	76.40	A ₄	87.41	78.41
J	85.40	76.40	A ₅	86.74	78.41
J ₂	86.07	77.07	A ₆	86.74	77.74
K	86.07	77.07	B ₁	86.74	77.74
L	86.07	77.07	C ₁	86.74	77.74
L ₂	86.74	77.74	D ₁	86.74	77.74
M	86.74	77.74	E ₁	86.07	77.74
N	86.74	77.74	E ₂	86.07	77.07
N ₂	87.41	78.41	F ₁	86.07	77.07
O	87.41	78.41	G ₁	86.07	77.07
P	87.41	78.41	H ₁	86.07	77.07
P ₂	87.41	78.41	I ₁	86.07	77.07
P ₃	86.74	77.74	J ₁	86.07	77.07
Q	86.74	77.74	K ₁	86.07	77.07
Q ₂	86.74	77.74	L ₁	85.40	77.07
Q ₃	86.07	77.07	L ₂	85.40	76.40
R	86.07	77.07	M ₁	85.40	76.40
S	86.07	77.07	N ₁	85.40	76.40
T	86.07	77.07	O ₁	85.60	76.40
U	86.07	77.07	P ₁	85.60	77.40
U ₂	86.07	77.07	Q ₁	85.60	77.00
U ₃	86.74	77.74	R ₁	85.60	76.70
V	86.74	77.74	S ₁	85.60	77.10
V ₂	86.74	77.74	T ₁	85.50	77.10
V ₃	87.41	78.41	U ₁	85.50	77.10
			V ₁	85.50	76.50

"WARNING"
30" HIGH PRESSURE GAS MAIN.
CONTACT UNDERGROUND SERVICE
ALERT (USA) AT 1-800-422-4133
AT LEAST TWO (2) WORKING DAYS
PRIOR TO THE START OF CONSTRUCTION

BENCHMARK: CM 3781 (1976)
ELEV. = 76.953

DESCRIPTION: ON THE WEST SIDE OF PLACENTIA AV.,
IN FRONT OF ESTANCA HIGH SCHOOL, ABOUT 410
FT. NORTH OF JOHNNY ST. ON A 4.7 FT. X 4.7 FT. VAULT
FLUSH WITH SIDEWALK, ABOUT 80.0 FT. WEST OF
CENTER OF PLACENTIA AVE. 0.5 FT. EACH OF
CURB FACE 3/2 FT. NORTHEAST OF A 5" FIREPLUG.

- CONSTRUCTION NOTES
- 1 REMOVE LOCAL DEPRESSION & TOP OF EXISTING CATCH BASIN. INSTALL GRATE OVER ENTIRE OPENING.
 - 2 REMOVE EXISTING CURB.
 - 3 REMOVE EXISTING STREET SWEEPER CLEANING FACILITY.
 - 4 REMOVE EXISTING ASPHALT, BASE COURSE AND CURB AND GUTTER WHERE SHOWN. REPLACE WITH STRUCTURAL SECTION OF 4" A.C. OVER 8" C.M.B.
 - 5 REMOVE EXISTING ASPHALT, AND COMPACT SUBGRADE, AND PLACE 4" A.C. OVER 8" C.M.B.
 - 6 INSTALL AN EMULSION-AGGREGATE SURF.
 - 7 INSTALL A.C. OVERLAY TO THICKNESS AS SHOWN.
 - 8 CONSTRUCT AN 8' BLOCK WALL TO MATCH EXISTING WALL WITH TYPE 'B' CURB AS PER CITY STD. NO. 311 AND AS PER SECTION C-C, SHT. 4 OF 4.
 - 9 REMOVE EXISTING BLOCK WALL.
 - 10 CONSTRUCT A 4" SANITARY SEWER CLEANOUT.
 - 11 CONSTRUCT AN 8' BLOCK WALL, AS PER SECTION E-E, SHT. 4 OF 4.
 - 12 CONSTRUCT STREET SWEEPER PAD AREA AS PER DETAILS.
 - 13 INSTALL 8' HIGH CHAINLINK FENCE.
 - 14 INSTALL TWO (2) GUARD POSTS ON NORTH SIDE OF EXISTING HYDRANT AS SHOWN AND CONSISTENT WITH EXISTING POSTS IN HEIGHT, DIAMETER AND MATERIAL.
 - 15 SUPPLY AND INSTALL A METAL COVER OVER STREET SWEEPER WASH PAD AS PER DETAILS ON SHEETS 4A & 4B.
 - 16 SAW CUT FOR A.C. REMOVAL.
 - 17 APPROXIMATELY 23 L.F. OF CURB TO BE SAWCUT AND REMOVED.
 - 18 INSTALL P.C.C. TYPE 'A' CURBS AS PER CITY STD. NO. 311 AND TYPE C-6 CURB AND GUTTER AS PER CITY STD. NO. 312 AND 56" P.C.C. MEDIAN WITH 7" MASONRY WALLS AS PER SECTION F-F.
 - 19 INSTALL A 20' ROLLING CHAIN LINK GATE, 8' HIGH, SEE SECTION G-G, SHT. 4 OF 4.
 - 20 GRADE 12' UNPAVED CART PATH AS SHOWN. PATH SHALL BE GRADED TO DRAIN AWAY FROM WALL.
 - 21 CONNECT TO EXISTING 6" WATERLINE.
 - 22 EXISTING GATE AND FENCE SHALL BE REMOVED. THE GATE SHALL BE REINSTALLED AT NEW LOCATION AS INDICATED ON THE PLANS. (BY CITY OF COSTA MESA)
 - 23 REMOVE EXISTING BLOCK WALL AND CURB.
 - 24 REMOVE EXISTING CURB AND GUTTER, PLANTER AND IRRIGATION.
 - 25 REMOVE EXISTING SIGN.
 - 26 ADJUST SANITARY SEWER CLEANOUT TO PROPOSED GRADE.
 - 27 SAW CUT CURB. INSTALL TYPE 'C-6' P.C.C. CURB & GUTTER AS PER CITY STD. NO. 312 TO MATCH EXISTING. JOIN TO FACE OF WALL.
 - 28 GRADE TO SUBGRADE ELEVATION; SCARIFY, RECOMPACT TO 98% STANDARD PROCTOR; PLACE 4" A.C. OVER AND 8" C.M.B.
 - 29 SUPPLY AND INSTALL M.C. NOTTINGHAM CO., INC. SAND AND GREASE INTERCEPTOR P.C. 88-1500. AS PER DETAIL SHOWN IN SPECIFICATIONS SPECIAL PROVISIONS NO. 1B.
 - 30 SHORTEN WATERLINE ON WALL OF EXISTING STEAM CLEANING AREA. CAP AND REPLACE EXISTING HOUSE CONNECTION.
 - 31 INSTALL 1" WATERLINE AND HOSE CONNECTION.
 - 32 INSTALL 2" WATERLINE AND HOSE CONNECTION.
 - 33 EXISTING CHAIN LINK FENCE TO BE REMOVED.
 - 34 INSTALL A 6" P.V.C. PIPE.
 - 35 INSTALL DRIP IRRIGATION AND 5" OF TOP SOIL.
 - 36 REMOVE EXISTING TREE.
 - 37
 - 38 INSTALL P.C.C. TYPE 'A' CURB AS PER CITY STD. NO. 311 ON BOTH SIDES OF A 56" P.C.C. MEDIAN WITH 7" MASONRY WALLS AS PER DETAIL D-D ON SHEET 4 OF 4.
 - 39 CLEANING AREA 4" DRAIN PIPE TO BE PLUGGED WITH CONCRETE AT END AND ABANDONED.
 - 40 INSTALL TYPE 'A' P.C.C. CURB AS PER CITY STD. NO. 311.
 - 41 BLOCK WALL AT EXISTING WASH AREA TO BE LEFT IN PLACE WHERE POSSIBLE.
 - 42 INSTALL 4" P.V.C. PIPE.
 - 43 SAWCUT A.C. AT 22' FROM OUTSIDE FACE OF WALL. REMOVE AND REPLACE A.C. AND BASECOURSE ACCORDING TO SECTION C-C ON SHT. 4 OF 4.
 - 44 WROUGHT IRON FENCE TO BE INSTALLED BY CITY OF COSTA MESA.
 - 45
 - 46 INSTALL 3 - 5/8" X 8" BOLTS. BOLTS SHALL BE EMBEDDED 4" INTO BLOCK WALL WITH 2" OF THREADS EXPOSED. BOLTS SHALL BE INSTALLED 1'-1/2', 4' AND 5'-1/2' FROM TOP OF WALL.
 - 47 GATE SHALL BE MOVED FROM EXISTING ENTRY AND REINSTALLED IN SOUTHEAST CORNER OF YARD.
 - 48 INSTALL 3 - 5/8" X 8" BOLTS. BOLTS SHALL BE EMBEDDED 4" INTO BLOCK WALL WITH 2" OF THREADS EXPOSED. BOLTS SHALL BE INSTALLED ON A LEVEL LINE 55' ABOVE THE PROPOSED ASPHALT SURFACE, BEGINNING AT THE SOUTHERN END OF THE PROPOSED WALL. THE FIRST BOLT SHALL BE INSTALLED 8' NORTH OF THE END OF THE WALL. THE REMAINING 3 BOLTS SHALL BE INSTALLED 6' 3" APART, BEGINNING AT THE FIRST BOLT. BOLTS SHALL BE INSTALLED ON THE EAST SIDE OF THE WALL.
 - 49 CONSTRUCT A CONCRETE SLAB. GRADE TO DRAIN TO EXISTING STORM DRAIN. SLAB TO BE 8" THICK WITH #4 REBAR @ 10" BOTH DIRECTIONS. CONCRETE SHALL BE 3250 P.S.I. DIMENSIONS TO BE 17' X 20' APPROXIMATELY.
 - 50 INSTALL BOLLARDS (GUARD POSTS) AT SOUTH END OF WASH RACK AND ON EAST END OF CONCRETE SLAB. (SEE CONSTRUCTION NOTE 46)
 - 51 THE 1" WATER SERVICE SHALL BE ABANDONED AT THE MAIN, BY THE MESA CONSOLIDATED WATER DISTRICT.
 - 52 SAWCUT A.C. AT 22' FROM FACE OF WALL. REMOVE AND REPLACE A.C. AND BASECOURSE WITH 4" OF A.C. AND A MINIMUM OF 8" OF C.M.B.



CORPORATION YARD IMPROVEMENT PLANS

CITY OF COSTA MESA

2 SHEET OF 4

PLAN NUMBER



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: JANUARY 3, 2023

TO: ALL PROSPECTIVE PROPOSERS

**SUBJECT: ADDENDUM NO. 1 –
FIRE STATION NO. 4 – TRAINING TOWER FACILITY: REQUEST FOR PROPOSAL
(RFP) TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING
SERVICES**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to janet.zuazo@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____
Company: _____

This addendum, effective on this date, submits the following item:

Mandatory job walk attendance list. Job walk was conducted at Fire Station No. 4 on December 15, 2022 at 10:30 A.M.).

The contents of this addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City to clarify the above-mentioned items to all bidders. Should it be necessary to request clarification on these matters, please contact Héctor Soriano, Associate Engineer, via email: hector.soriano@costamesaca.gov.

Sincerely,

Seung Yang, P.E.
City Engineer

Attachment

EXHIBIT B
CONSULTANT'S PROPOSAL



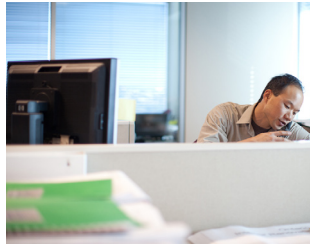
Training Tower Facility

City of Costa Mesa

PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES







January 6, 2023

Mr. Hector Soriano
Associate Engineer
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

Re: Proposal for Architectural and Engineering Services
New Training Tower Facility - Fire Station 4
City of Costa Mesa

Dear Mr. Soriano,

On behalf of PBK and our entire consulting team, thank you for the opportunity to submit our proposal for the reconstruction of the City of Costa Mesa's Training Facility located at Fire Station 4. 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. We have completed a number of training facilities throughout California. Most of these facilities include all of the components you require as well as complete water recovery systems. We have also worked with a number of pre-manufactured tower manufacturers and have extensive knowledge of their requirements and delivery capabilities. As you can imagine, we believe our experience makes us uniquely qualified for your new facility.

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 Anaheim.

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,

A handwritten signature in black ink that reads "KELLEY NEEDHAM". The signature is stylized with a large, sweeping "K" and "N".

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



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Our Firm

ESTABLISHED IN 1974 | BASED IN RANCHO CUCAMONGA, CA



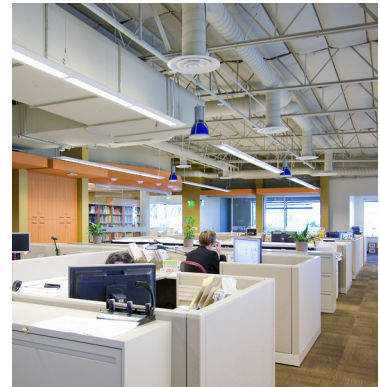
A. INTRODUCTION

For more than four decades, PBK has served as an award-winning pioneer for architectural and engineering design solutions for clients in public safety, education, healthcare, sports, and corporate business. The firm embraces a unique business culture that prioritizes customer service and approaches each project without preconceived notions in order to deliver custom solutions that effectively address the unique needs of each client. 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 PBK. We have expanded our expertise to include drill towers and training facilities, vehicle maintenance, dispatch centers, and emergency operations centers. PBK is proud to be considered one of the leaders in the design of municipal and civic facilities.

B. BETTER TOGETHER

In October 2020, PBK Architects merged with WLC Architects. 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 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
Rancho Cucamonga, CA 91730
909.987.0909

ANAHEIM

2400 E Katella Avenue, Suite 950
Anaheim, CA 92806
949.548.5000

SAN DIEGO

12520 High Bluff Drive, Suite 250
San Diego, CA 92130
619.695.0400

SAN LUIS OBISPO

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

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
TOTAL	550	250

PRIMARY DISCIPLINE, RESOURCE AND SERVICES

PBK 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 our offices in Rancho Cucamonga and anaheim.

FINANCIAL REFERENCES

Mr. Vince Gottuso, Citizens Business Bank. 909.483.4301
Mr. Scott Maxwell, Swenson Corporation. 909.989.5867
Ms. Donna Melton, AG Risk Management Services. 281.760.2977

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

With over 40 years of experience, PBK 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. Facilities Highlighted in **RED** indicate projects with complete water recovery systems.

A. PUBLIC SAFETY

TRAINING CENTERS

- **East Valley Training Center**
- **Fontana Training Center**
- Ontario Training Center
- Fremont Tactical Training Center
- Chino Training Facility
- Roy Wilson Training Center
- **LA Valley Recruit Training Center**
- **Poway Fire Training Facility**
- **San Marcos Training Facility**
- Culver City Training Center
- Dinuba Training Facility
- 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

FIRE STATIONS

- Vista Fire Station 3
- Costa Mesa Fire Station 2
- Chino Fire Station 8
- Orange Fire Station 1
- Manhattan Beach Fire Station 2
- Ontario Fire Station 1
- Palm Desert Fire Station 102
- Corona Fire Station 2
- Fontana Fire Station 80
- Fontana Fire Station 81
- San Manuel Fire Station 262
- 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
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- Ontario Fire Station 9
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- Yucaipa Fire Station 3
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- 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

B. SUSTAINABLE DESIGN

- 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

LAW ENFORCEMENT

- San Diego CHP Headquarters
- Placentia Public Safety Center
- Upland Police Facility
- Montclair Police Facility Headquarters
- Ontario Fire and Police Administrative Facilities
- Ontario Precome and Emergency Operations Center
- County of San Bernardino Trona Sheriff's Substation
- Monrovia Police Facility
- Clovis Police and Fire Facility
- Burbank Police and Fire Facility
- Manhattan Beach Police and Fire Facility

PBK 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
PBK Rancho Office	Gold
PBK 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:



East Valley Public Safety Training Center

Yucaipa, CA

Project Cost: \$7,500,000

Square Footage: 6,848

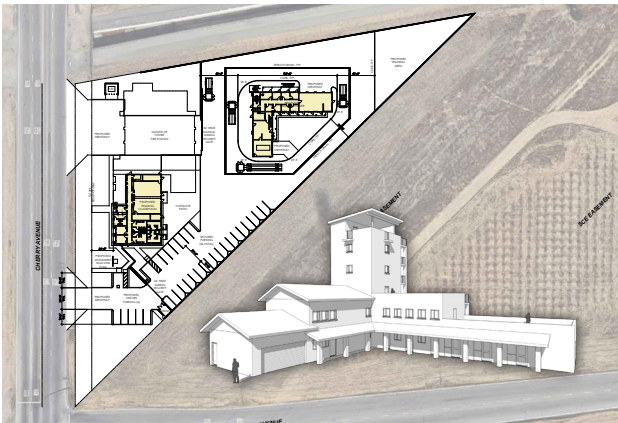
Completion Date: August 2023 (est.)

Contact:

Nathan Complin
Project Executive
Erickson-Hall Construction Co.
(760) 801-4281
ncomplin@ericksonhall.com

Project Description:

The new East Valley Public Safety Training Center is the latest addition to the fire academy at Crafton Hills College. Designed to assist students with the certification process, the facility combines a three-story commercial component and a two-story residential component into a single training structure. Building features include a ground floor warehouse area, residential garage, interior and exterior stairways, multiple class B burn props, maze panels, breach props, and forcible entry door. Concrete masonry is used for all interior and exterior walls. Floors and balconies are cast in place concrete. Padgenite paneling is used in all burn areas. The facility is located adjacent to the academy and incorporates the existing water recycling system into the design. Other site features include a live fire car prop and a class A flashover chamber with scrubber.



Fire Station 80/Training Center

Fontana, CA

Project Cost: \$10,000,000 (est.)

Square Footage: 25,885

Completion Date: December 2023 (est.)

Contact:

Bryant O'Hara
Battalion Chief
San Bernardino County Fire Department
(909) 387-5974
bohara@sbcfire.org

Project Description:

Fire Station 80/Training Center is a new facility built by the City of Fontana in coordination with the San Bernardino County Fire Department. The corner site is located in the northern portion of the City in a predominantly residential area. Designed to be completed in two phases, the first phase includes a pre-manufactured training tower and a portion of the future fire station. The area of the fire station incorporated into phase 1 includes administrative office, training classroom, shower/locker facilities, and outside patio. The remainder of the fire station will be completed in phase 2, and includes a 2-bay, double-deep apparatus room, individual dormitories, kitchen, dining room, day room, physical training room, and the various support spaces required for a facility of this type. Site features include a complete water recovery system for training operations, confined space prop, vent props, and drafting pit. An adjacent utility easement will be utilized for additional parking as well as light training exercises.



Fire and Police Training Center

Ontario, CA

Project Cost: \$8,519,610

Square Footage: 20,585

Completion Date: June 2020

Contact:

Mike Pelletier
Deputy Chief (R)
Ontario Chief Department
(909) 229-3333
leykers@msn.com

Project Description:

The new fire and police training center is located on a 4.5 acre site directly adjacent to Fire Station 3 in the City of Ontario. The project includes a new burn building along with an expansive training complex. The facility includes both five-story and six-story training towers. The classroom building includes administrative offices, restrooms, break area and multiple classrooms. The classrooms include both tiered and flat-floor layouts for maximum flexibility. Site features include a new concrete perimeter road, training grounds, above grade vent props, pump test pit, utility props, and an extensive confined space prop. Additional parking was also provided over the entire site. Located in a largely industrial area, the project uses various colors and textures of concrete masonry to help blend with the community and give the buildings a sense of scale.



Fire Station 1/Training Center

Chino, CA

Project Cost: \$7,905,727

Square Footage: 25,086

Completion Date: October 2011

Contact:

Scott Atkinson
Deputy Chief (R)
Chino Valley Fire District
(909) 816-7682
scottatkinson006@gmail.com

Project Description:

A new fire station and training center for the City of Chino and the Chino Valley Fire District. The project is located on 4 acres in an industrial portion of the City. In addition to a 5-bay, 13,230 SF Fire Station, the project includes a 6,630 SF Classroom/Administration Building and a 5,226 SF, 5-story, pre-manufactured training tower. The Classroom/Administration Building includes administrative offices, shower and locker facilities, break room, and multiple classrooms. The classrooms include both tiered and flat floor layouts for maximum flexibility. State of the art audio/visual systems are integrated throughout the project. The training tower features a brick veneer exterior, multiple roof configurations, gasfired simulators, Class A burn areas, and integrated confined space rescue. Site features include a drafting pit, trench rescue, residential and commercial vent props, vehicle extrication, gas-fired vehicle prop, debris pile, utility pole prop, covered training area, and connections for driving simulators. The site also includes an extensive subterranean confined space prop which is internally lit and terminates in the main room of the training tower.



Fire and Police Training Center

Fremont, CA

Project Cost: \$7,860,000

Square Footage: 8,940

Completion Date: September 2010

Contact:

Mike Avila

Fire Captain (R)

Fremont Fire Department

(925) 983-1802

mavila@1727@yahoo.com

Project Description:

A new training center for the City of Fremont and the Fremont Fire Department. The project is located on a 2.5 acre site adjacent to the Northern California Bay Area waterfront and was designed to accommodate a number of environmentally sensitive issues. The project includes a multiple story training tower structure, instructional classrooms, and training grounds. The project serves the local fire, EMS, educational partners, and various public safety agencies. The tower structure has five separate and distinct building sections designed to simulate anticipated emergency responses city-wide. These sections include a one-story single family dwelling, a two-story concrete tilt-up building, a six-story tower, interior and exterior stairwells, and a two-story garden style apartment. Training components within the tower include a Class A burn room, sloped and flat roof ventilation props, maze rooms, rappelling, fire sprinkler prop and artificial smoke prop. Ground level training props include a broken hydrant prop, and a confined space/open trench prop.



Fire Station 81/Recruit Training Center

Los Angeles, CA

Project Cost: \$15,115,000

Square Footage: 46,917

Completion Date: January 2007

Contact:

Curt Klawfta

Battalion Chief (R)

Los Angeles Fire Department

(805) 300-3256

cmklawfta@verizon.net

Project Description:

A new training center for the Los Angeles Fire Department. Completed as part of the City's Fire Bond Program, the project is located on 4.5 acres in the neighborhood of Panorama City. In addition to a 7-bay, 16,547 sf Fire Station, the project includes a 14,116 sf Classroom/Administration Building, a 7-story, 7,771 sf training tower, and an 8,483 sf Apparatus Storage Building. The Classroom/Administration Building includes administrative offices, shower and locker facilities, break room, weight training room, and multiple classrooms. The classrooms include both clean and dirty spaces which provide direct access to a large concrete drill yard. The training tower includes a number of gas-fired simulators, elevator prop, artificial smoke, Class A burn areas, observation room, fire simulation lighting, standpipe prop, covered roof area, and a sloped ventilation prop. Large site walls are utilized for ladder exercises and multiple storefront configurations. The training tower also includes a complete water recovery and recirculating system which allows for a significant cost reduction in the overall use of the facility.



Fire Training Center

Poway, CA

Project Cost: \$3,500,000

Square Footage: 8,769

Completion Date: 2007

Contact:

Jon Canavan
Fire Chief (R)
City of Poway
(858) 735-4925
jmcanavan@cox.net

Project Description:

A new Fire Training Center for the City of Poway and the Poway Safety Services Department. The training tower includes a Class A burn room, artificial smoke, fire simulation lighting, integrated vent prop, moveable wall panels, fire sprinkler prop, helicopter skid pad prop and climbing wall. The training tower also includes a complete water recovery and recirculation system which allows for a significant cost reduction in the overall use of the facility. Site features include a new concrete perimeter road, training grounds, above grade vent props, pump test pit, and utility props. The project is constructed mainly of concrete masonry and cast in place concrete. A variety of colors and textures were used to help differentiate the various components and help define the scale of the facility.



Emergency Services Training Center

San Marcos, CA

Project Cost: \$6,356,900

Square Footage: 40,635

Completion Date: 2001

Contact:

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

Project Description:

A new Fire Training Center for the City of San Marcos and the San Marcos Fire Department. Intended as a regional facility, the project includes a 29,695 sf headquarters facility for the San Diego County Sheriff's Department, a 5,190 sf Classroom Building and a 5,750 sf training tower. The Classroom Building includes administrative offices, shower and locker facilities, break room and two large classrooms capable of multiple configurations. The training tower includes a Class A burn room, artificial smoke, fire simulation lighting, integrated vent prop, moveable wall panels, fire sprinkler prop, helicopter skid pad prop and a climbing wall. The training tower also includes a complete water recovery and recirculation system which allows for a significant cost reduction in the overall use of the facility. The training center is utilized by a number of departments in the San Diego area as well as the Palomar College Fire Academy.

Key Personnel

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 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 Training Center 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 PBK'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

ELECTRICAL ENGINEERING

A&F Engineering Group
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

STRUCTURAL ENGINEERING

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

LANDSCAPE

Cornerstone Studios
951 East Santa Ana Boulevard
Santa Ana, CA 92701
(714) 973-2200

CONSTRUCTABILITY

KWC Architecture
8333 Foothill Boulevard
Rancho Cucamonga, CA 91730
(909) 263-7280

MECHANICAL ENGINEERING

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

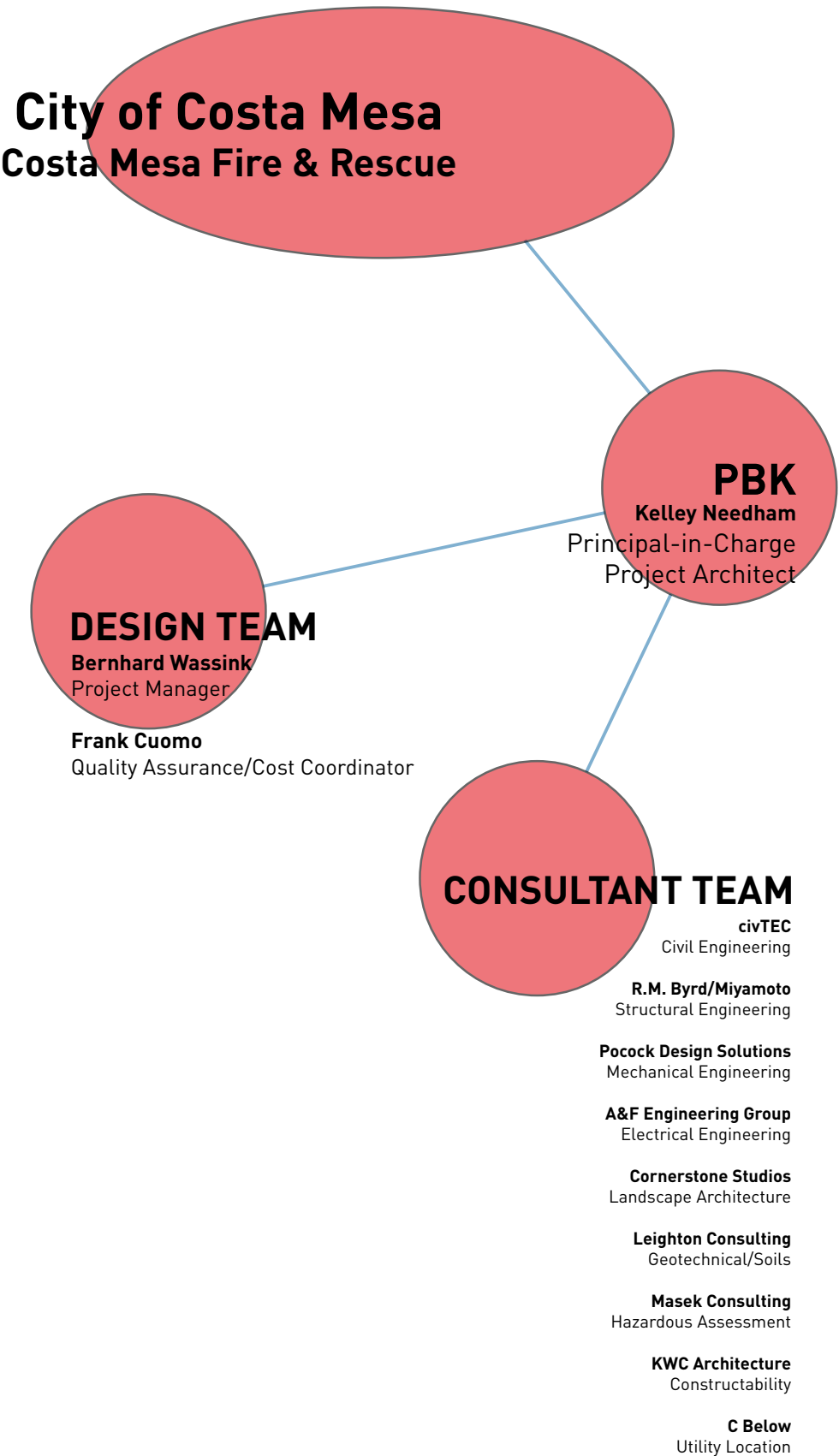
GEOTECHNICAL/SOILS

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

UTILITY LOCATION

C Below
14280 Euclid Avenue
Chino, CA 91710
(808) 902-3569

C. ORGANIZATION CHART





Project Approach

A. UNDERSTANDING

It is our understanding that the City of Costa Mesa would like to demolish and reconstruct the training tower and surrounding site area currently located at Fire Station 4. The tower was originally constructed in 1966 and no longer meets the needs of the Fire Department. The tower facility is anticipated to be a pre-manufactured building with slight modifications to meet the training criteria of the Fire Department. The grounds of the facility will be concrete paving and should include a complete water recovery system. A new stand alone restroom and shower building may be included depending on budget constraints.

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. Constructability Review

The Construction documents will be submitted to a third party for a complete constructability review. The Review will be conducted during the initial review by Building and Safety.

e. Utility Location

A survey will be conducted of the entire site area in order to determine the location of existing utility infrastructure. Both an electromagnetic locator and ground penetrating radar will be used.

f. Hazardous Material

A survey will be conducted of the existing facility in order to determine the presence of asbestos, lead and miscellaneous toxic materials.

g. Water Quality Management Plan

Prepare a preliminary and final Water Quality Management Plan (WQMP) report and plans addressing how to treat the post-construction stormwater runoff with surface designed BMPs per City and County standard requirements before it leaves the site. The site is expected to have adequate soil infiltration.

h. Hydromodification Study

Hydromodification study with hydrology and storm drain pipe hydraulic calculations report to address that the property is in a hydromodification area.

E. PRELIMINARY LAYOUT

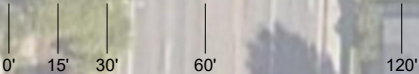
The following page illustrates a preliminary layout of the overall project scope. While by no means a final solution, it does help to illustrate the relationship between the potential program elements and the existing facility. A few of the items shown or anticipated are as follows:

- New concrete site paving. The exact area of paving to be determined by the overall project budget.
- A new pre-fabricated training tower with both class A and B burn capabilities.
- A complete water recovery system for training operations. The system will be designed to work with both existing fire hydrants. A perimeter trench drain system will be used in conjunction with a below grade recovery tank and a small pump building.
- New parking and carport structures along the south property line. Photovoltaic panels to be potentially incorporated into the new carport structures.
- The existing drafting pit will be evaluated for possible improvements or inclusion into the new facility.
- A new restroom/shower building shall be developed as determined by the overall project budget.



COSTA MESA FIRE TRAINING TOWER
COSTA MESA FIRE STATION No. 4
COSTA MESA FIRE & RESCUE DEPARTMENT
PROPOSED SITE PLAN

01/06/2023



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 April 2023. 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



- ① Tower Layout Developed ② Procure Tower ③ Construction and Delivery ④ Installation

Item/Description	2023												2024											
	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. Develop Tower Layout	①		②				③					④												
2. Geotechnical/Survey/Utilities																								
3. Develop Building/Site Design																								
4. Preliminary Cost Estimate																								
5. Development Review																								
DESIGN DEVELOPMENT																								
1. Prepare Design Development Plans																								
2. Fixture and Equipment Book																								
3. Update Cost Estimate																								
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

A. RESUMES

B. REFERENCES





Kelley Needham

Architect, Principal

Mr. Needham joined PBK 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

TRAINING CENTERS

- East Valley Training Center
- Fontana Training Center
- Ontario Training Center
- Fremont Tactical Training Center
- Chino Training Facility
- Roy Wilson Training Center
- LA Valley Recruit Training Center
- Poway Fire Training Facility
- San Marcos Training Facility
- Culver City Training Center
- Dinuba Training Facility
- 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

FIRE STATIONS

- Costa Mesa Fire Station 2
- 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



Bernhard Wassink

LEED AP, Sustainability Coordinator

Mr. Wassink joined PBK 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

TRAINING CENTERS

- East Valley Training Center
- Fontana Training Center
- Ontario Training Center
- Chino Training Facility
- Roy Wilson Training Center
- LA Valley Recruit Training Center
- Poway Fire Training Facility
- San Marcos Training Facility

FIRE STATIONS

- Costa Mesa Fire Station 2
- 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

REFERENCES

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 PBK's specification system, and overseeing all product literature.

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

EDUCATION

University of Illinois, Champaign
School of Architecture, 1983

REGISTRATION

Architect, California - 27449

PROFESSIONAL AFFILIATIONS

Inland Chapter
American Institute of Architects

TRAINING CENTERS

- East Valley Training Center
- Fontana Training Center
- Ontario Training Center
- Chino Training Facility
- Roy Wilson Training Center
- LA Valley Recruit Training Center
- Poway Fire Training Facility
- San Marcos Training Facility

PUBLIC SAFETY

- Costa Mesa Fire Station 2
- Ontario Dispatch Center
- Ontario EOC
- Placentia Public Safety Center
- 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

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



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

- Vista Fire Station 3
- Redlands Fire Station 2
- Ontario Fire Station 11
- Costa Mesa Fire Station 2
- Chino Valley Fire Station 8
- 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

REFERENCES

Mr. Keith Rattay, Asst. City Manager
City of Mission Viejo
(949) 470-3018
krattay@cityofmissionviejo.org

Mr. Tom Morrissey, Principal
Morrissey Associates, Inc.
(714) 836-6137
tmorrissey@morrisseyai.com

Mr. Tim Deutsch, General Manager
Orange County Cemetery District
(949) 951-9102
t.deutsch@orccd.com

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/Miyamoto

R.M. Byrd and Associates, Inc. was founded in 1992 on fundamental principles designed to provide quality consulting engineering services. They 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 has officially joined Miyamoto International. The merger will use the strengths of both companies to deliver greater value and level of service to their clients.

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

TRAINING CENTERS

- East Valley Training Center
- Fontana Training Center
- Culver City Training Center
- Dinuba Public Safety Training Facility
- Fremont Tactical Training Center
- Chino Training Facility
- Roy Wilson Training Center
- LA Valley Recruit Training Center
- Poway Fire Training Facility
- San Marcos Emergency Training Facility

REFERENCES

Mr. Dave Atchley
Environmental Systems Research Institute
(951) 538-9921
datchley@esri.com

Mr. Dale Etter
Victor Elementary School District
(760) 245-1691
deter@vesd.net

Mr. Jim Christl
Azusa Pacific University
(626) 815-4591
jchristl@apu.edu

FIRE STATIONS

- Costa Mesa Fire Station 2
- Costa Mesa Fire Station 1
- Newport Beach Fire Station 5
- Newport Beach Fire Station 2
- 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



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.

TRAINING CENTERS

- Fontana Training Center
- Fremont Tactical Training Center
- Chino Training Facility
- Roy Wilson Training Center
- LA Valley Recruit Training Center
- Poway Fire Training Facility
- San Marcos Emergency Training Facility

REFERENCES

Mr. Kasey Shay, Senior Project Manager
Bomel Construction Company, Inc.
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Mr. Ken Jones Jr., M.O.T. Supervisor
Cucamonga School District
(909) 987-8942
kjones2@cuca.k12.ca.us

FIRE STATIONS

- Costa Mesa Fire Station 2
- Costa Mesa Fire Station 1
- Airport Fire Station 5
- Anaheim Fire Station 11
- Atwater Fire Station 2
- Bonsall Fire Station 5
- Butterfield Fire Station
- Carlsbad Fire Station 6
- Chino Fire Station 1
- Chino Fire Station 7
- Chino Valley Fire Station 63
- Chula Vista Fire Station 2
- Chula Vista Fire Station 4
- City of San Jose Fire Station 2
- Culver City Fire Station 3
- Erringer Fire Station 47
- Norco Fire Station 22
- Fontana Fire Station 78

Mr. Alonzo Montes, Contractor
Preconstruction Services Manager
Swinerton
(949) 910-8390
amontes@swinerton.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.

TRAINING CENTERS

- Fontana Training Center
- Ontario Training Center
- Fremont Tactical Training Center
- Chino Training Facility
- Roy Wilson Training Center
- LA Valley Recruit Training Center

REFERENCES

Mr. Steve Stanton, Project Manager
City of Montclair
(909) 625-9444
sstanton@ci.montclair.ca.us

Mr. Eric DeMott, AIA
Haynes + Oakley Architects
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ericd@haynesandoakley.com

FIRE STATIONS

- Costa Mesa Fire Station 2
- 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

Mr. 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.

TRAINING CENTERS

- Fontana Training Center
- East Valley Training Center
- Ontario Training Center

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

REFERENCES

Ms. Norma Macias, M. Arch.
Director of Facilities, Maintenance,
Operations and Transportation
El Monte Union High School District
(626) 340-7919
norma.macias@demuhdsd.org

Mr. David Palma, Capital Projects
Manager (Public Works)
County of Los Angeles
(626) 300-2339
dpalma@dcpw.lacounty.gov

Mr. Dennis Jue, City Engineer
City of Lake Forest
(949) 461-3488
djue@lakeforestca.gov

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



References

The following are some specific references for our firm. PBK 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

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Email: stevechambers1922@gmail.com

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Email: chrisdecoursey59@gmail.com

SAN MARCOS FIRE DEPARTMENT

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CHINO VALLEY FIRE DISTRICT

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FREMONT FIRE DEPARTMENT

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Fremont Fire Department
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CITY OF ESCONDIDO

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CITY OF CARLSBAD

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CARLSBAD FIRE DEPARTMENT

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ONTARIO FIRE DEPARTMENT

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SAN BERNARDINO COUNTY FIRE

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MURRIETA FIRE & RESCUE

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COUNTY OF RIVERSIDE

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NORTH COUNTY FIRE PROTECTION DIST.

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CITY OF NEWPORT BEACH

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VALLEY COUNTY WATER DISTRICT

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Mr. Michael Villegas, Vice President
SafeworkCM
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Email: michael.villegas@safeworkcm.com

Mr. Jon Wollam, Construction Manager
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Mr. Bryan Aylor, Director of Construction
TELACU Construction Management
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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.lafd.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. Klafta, Battalion Chief
Fire Facilities Fire Bond Project



WHY PBK?

“PBK 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
Los Angeles Fire Department



RANCHO CUCAMONGA

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909.987.0909

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510.450.1999

ANAHEIM

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Anaheim, CA 92806
949.548.5000

FOLSOM

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Folsom, CA 95630
916.355.9922

SAN DIEGO

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619.695.0400

FRESNO

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SAN LUIS OBISPO

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805.329.3076

SACRAMENTO

2520 Venture Oaks Way, Suite 440
Sacramento, CA 95833
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EXHIBIT C
FEE SCHEDULE



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PBK.com

February 1, 2023

Mr. Hector Soriano
Associate Engineer
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628-1200

Re: Revised Fee Proposal
Fire Station 4 - Training Tower Facility
City of Costa Mesa

Dear Mr. Soriano:

Thank you so much for your call today. We are very excited to be working with you on your new Training Center. Attached please find our revised fee proposal. I was able to refine a few items and reduce our overall fee by about 9%. We hope this will meet with your approval.

Mr. Soriano, 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, appearing to read 'Kelley Needham'.

KELLEY NEEDHAM, AIA
Managing Partner

KN:br\23013-mkt

Attachment: Preliminary Fee Proposal

cc: Stephanie Quintero, Director of Accounting, PBK

Preliminary Fee Proposal

Your contract with PBK 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 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 \$3,600,000.00. The fee will be adjusted to correspond to any increases in project budget or scope. A breakdown of our proposed fee is as follows:

PHASE OF SERVICE	FEE
Schematic Design	\$ 39,000.00
Design Development	26,000.00
Construction Documents	130,000.00
Bidding	13,000.00
Construction Administration	52,000.00
TOTAL BASIC ARCHITECTURAL FEE	\$ 260,000.00

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:

TASK	
Topographical Survey	\$ 8,000.00
Geotechnical Investigation	15,000.00
SWPPP	3,500.00
Utility Survey	10,000.00
Hazardous Material Survey	2,500.00
Water Quality Management Report	2,000.00
Hydromodification Study	1,000.00
Permits/Fees/Reimbursables	20,000.00
Additional Tasks Requested by City	40,000.00
TOTAL PROJECT SPECIFIC FEE	\$ 102,000.00

C. TOTAL FEE

The following is the total of all fees:

SERVICE	
Basic Architectural Fee	\$ 260,000.00
Project Specific Fees	102,000.00
TOTAL FEE	\$ 362,000.00

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.

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. Conformed Documents.
5. Shoring Design.
6. Arborist/Biologist Reports.
7. Construction Surveying/Staking.
8. Cone Penetration Testing.
9. QSP services during construction.
10. QSD services during construction.
11. Radius maps, mailing lists and public hearing signage.
12. Traffic control plans.
13. County, State, Title Company and Utility Purveyor Fees.
14. Soil Management or Agronomy Reports.
15. Services related to an Underground Parking Structure.
16. Preparation of a Record of Survey map or corner record as required by the City or County.
17. Services related to the undergrounding of overhead utility lines, or the relocation/replacement of poles, along the street or alley frontages.
18. 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.
19. Separate street improvement drawings.
20. Commissioning.
21. LEED Certification.
22. Grading certifications during construction.
23. Multiple bid packages.
24. Training Tower: Our fee assumes the Training Tower is a pre-manufactured structure that will be designed by others. PBK will be responsible for floor plan and elevation modifications, coordinating the structural foundation system and utility connections at perimeter locations as directed by the manufacturer.

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

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

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

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:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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.