

AGENDA REPORT TO CITY COUNCIL

MEETING DATE: January 4, 2005

TO: The Mayor and City Council

SUBJECT: Resolution Authorizing the Mayor to Execute a Consultant Services Agreement between the City of Fairfield and Noll & Tam Architects for the Dunnell Property Master Plan Implementation Project (Rolling Hills Phase 2) (Gene Cortright, 428-7494)

A) RECOMMENDED ACTION: Approve Resolution.

ADVISORY BODY RECOMMENDATION: N/A

B) EXECUTIVE SUMMARY: Public Works recommends retaining Noll & Tam Architects to perform design services for the Dunnell Property Master Plan Implementation project, located at the corner of Hillridge Drive and Hilborn Road for a total contract amount of \$346,335.

C) DISCUSSION: Background: Funds are budgeted to design and construct a passive natural park, community neighborhood center, peafowl aviary and parking area on property donated by the Dunnell Family. The property was bequeathed to the City in 1998, with the stipulation that the City commit to developing it as a recreational resource.

The proposed Dunnell Property Master Plan Implementation Project is located on 6.2 acres on the southeast corner of Hillborn Road and Hillridge Drive. Two existing structures sit on the property. The smaller home may be demolished and the larger home will be rehabilitated and remodeled into a Community Neighborhood Center. A large free-flight peafowl aviary will be situated on the property, to house the existing birds. Parking for the Community Neighborhood Center and an adjacent Girl Scout house (currently under construction and not part of this project) will be built, along with an all-weather path and creek observation area. The Dunnell Property Conceptual Development Master Plan (January 2004) was adopted by the Community Services Commission in March 2004 and City Council in April 2004. The plan will be the basis for the design.

Due to staff workload and the overall complexity of the project, Public Works and Community Services recommends hiring a design consultant who specializes in these types of projects.

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Desired Product: The consultant will be required to coordinate design with City staff and community representatives as needed. The consultant will provide the design services in accordance with Section I of the attached Consultant Services Agreement. These services include preliminary and design phase services and preparation of construction documents. No bidding or construction phase services are included in this contract due to the current uncertainty of funding for Park Maintenance. If Council approves construction of this project, staff anticipates the need to amend this contract for bidding and construction phase services.

Selection Process: The government code requires that private firms providing professional services be selected based on the professional qualifications necessary to perform the services at a fair and reasonable price.

Requests for Proposals (RFP) were mailed to 28 firms (18 Architecture and 10 Landscape Architecture). The City received 6 proposals in response to the RFP. The proposals were received and evaluated by a panel comprised of Michael Owen, Senior Civil Engineer from Public Works; Sandra Reece-Martens, Community Services Department Assistant Director; Fred Beiner, Park Planner from Community Services; and Alan Mitchell, Project Manager from Ponticello Enterprises.

The interview panel collectively ranked the consultants as follows: The table below includes the rank and average score given to the consultants.

	<u>Consultant</u>	<u>Score</u>
1.	Noll & Tam	83.3
2.	GSM Landscape Arch.	75.4
3.	Indigo Architects	73.3
4.	LPA	73.3
5.	RJM Design	63.8
6.	ARC, Inc.	60.7

Since the combined ranking of Noll & Tam was significantly higher than the other firms, the panel chose to only interview Noll & Tam.

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Recommendations: The panel reviewing the proposals collectively ranked Noll & Tam Architects as the top firm. The interview panel collectively confirmed the ranking. The panel determined Noll & Tam's team best met the City's needs because of their team's pertinent experience on municipal facility renovation, neighborhood parks, their good understanding of the proposed project, and their prior experience working as a team.

After Noll & Tam was selected, all 6 cost proposals were opened. The original fee estimates provided by the consultants (for design phase services only) were as follows:

	<u>Consultant</u>	<u>Original Estimated Fee</u>
1.	Noll & Tam	\$263,046
2.	GSM Landscape Arch.	\$228,670
3.	Indigo Architects	\$228,130
4.	LPA	\$218,000
5.	RJM Design	\$210,654
6.	ARC, Inc.	\$330,159

After selection of Noll & Tam, staff negotiated a final contract amount including bidding and construction phase services of \$346,335. The bidding and construction phase services are optional until Council authorization of moving forward with construction. Only \$259,805 is for design phase services. Staff feels that Noll & Tam's proposed compensation amount is fair and reasonable for the services requested.

Noll & Tam included the following subconsultants on its design team: Gates & Associates – Landscape Architecture, Cunningham Engineering – Civil; Kleinfelder – Geotechnical; Zeiger Engineers – Electrical; Ken Hughes – Structural; McCracken and Woodman - Mechanical and Plumbing; and MACK 5 – Cost Estimating, Lori Hill – Avian specialist. Noll & Tam's team have designed similar municipal building and/or parks facilities for the following agencies: City of Morgan Hill, City of Santa Clara, City of Moraga, City of Oakland, Town of Danville, City of Fairfield, City of Livermore and Port of Oakland. Staff recommends awarding the design contract to Noll & Tam Architects.

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D) PUBLIC CONTACT: N/A

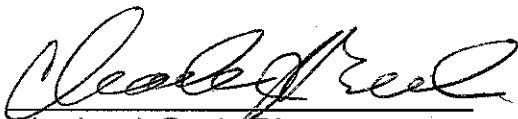
E) FISCAL IMPACT: The \$346,335 design fee for the project will be funded through the \$1,686,000 designated in the 2004/05 FY budget for this project under Parks & Recreation Capital Projects (Fund 251). The remainder of the \$1,686,000 is designated for future construction costs for the park. Bidding and construction expenditures are contingent upon Council authorization.

The revenue sources funding this budget item are provided by a combination of the following: AB1600 fees, Bedroom Tax fees and fees associated with the Quimby Ordinance.

F) ALTERNATIVE COURSES OF ACTION: No alternatives recommended by staff.

Prepared by:

Approved:



Charles J. Beck, Director
Public Works

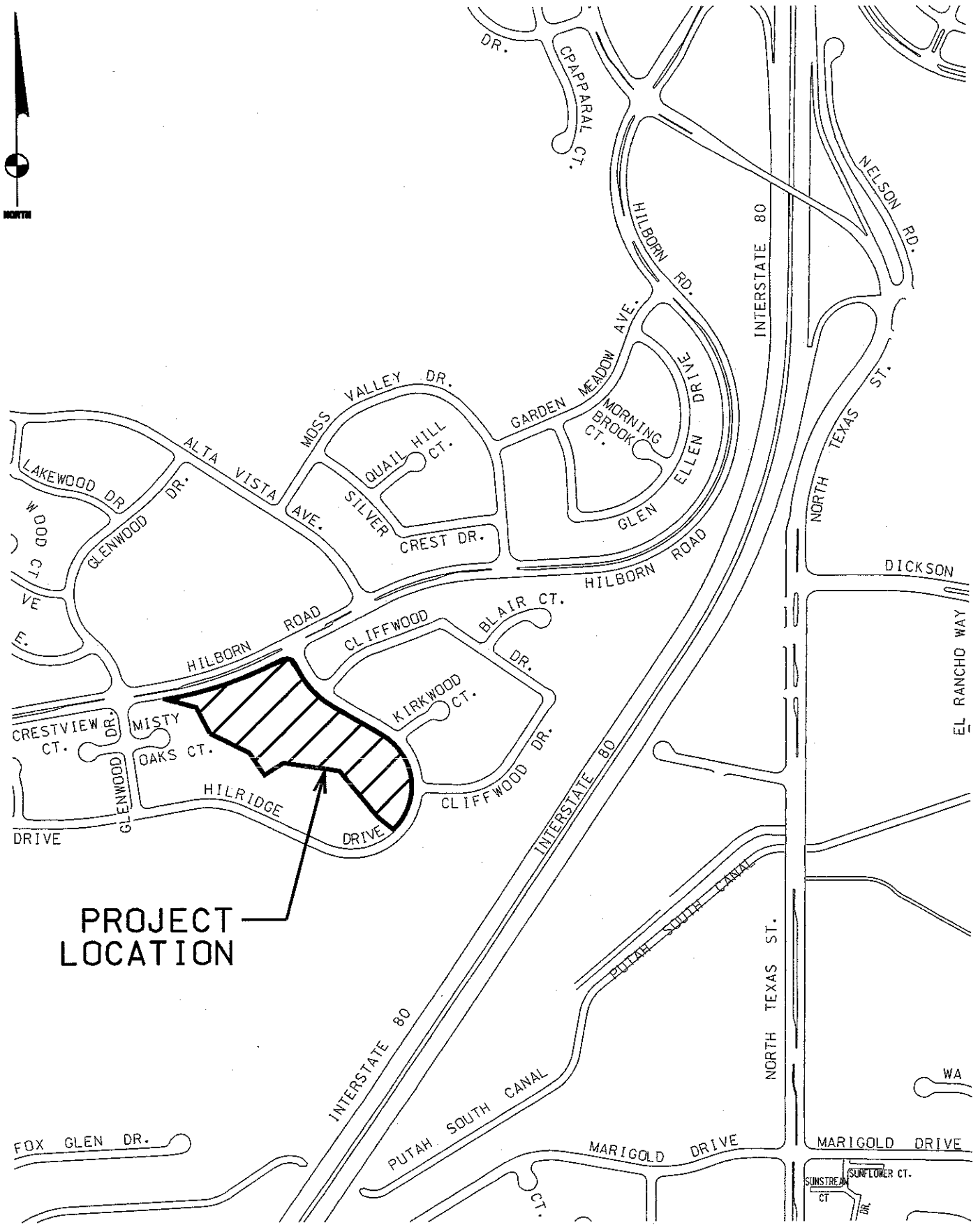


Kevin O'Rourke, City Manager

Coordinated with: Community Services

Attachment: Vicinity Map

Consultant Services Agreement for Noll & Tam



PROJECT
LOCATION

-VICINITY MAP-

CITY OF FAIRFIELD

RESOLUTION NO. 2005- 03

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND NOLL & TAM ARCHITECTS FOR THE DUNNELL PROPERTY MASTER PLAN IMPLEMENTATION PROJECT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FAIRFIELD:

1. The Mayor is hereby authorized and directed to execute on behalf of the City of Fairfield that certain agreement with Noll & Tam Architects for design services associated with the Dunnell Property Master Plan Implementation project, for an amount not to exceed Three Hundred Forty-Six Thousand Three Hundred Thirty-Five dollars (\$346,335).

2. The City Manager is hereby authorized to do all things necessary and proper to implement the above-mentioned agreement.

PASSED AND ADOPTED this 4th day of January 2005 by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

ABSTAIN: Councilmembers: _____

Mayor

Attest:

City Clerk
PW

AGREEMENT FOR CONSULTING SERVICES

Dunnell Property Master Plan Implementation Project

THIS AGREEMENT, made and entered into this ___ day of _____ 20___, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as "CITY" and Noll & Tam Architects, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, CITY desires to contract for certain consulting work necessary for the construction of the Dunnell Property Master Plan Implementation Project and for the purposes of this Agreement shall be called "PROJECT," and,

WHEREAS, CONSULTANT is willing and qualified to do said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

I. DUTIES OF CONSULTANT

The CONSULTANT shall provide professional consulting services required for design and construction of the PROJECT as follows:

General

The basis for the Work Scope and Deliverables is the Dunnell Property Conceptual Development Master Plan document dated January 2004; adopted by the Community Services Commission on March 3, 2004 and by the City Council on April 6, 2004. The project consists of the renovation and remodel of the 2,300 square foot original Dunnell House into a multi-functional Neighborhood Center and park for the City of Fairfield. As a starting point, the design team will use the site and building elements as shown in Exhibits A & D of the Master Planning document dated January 2004. Off street parking for the facility will be provided for the Neighborhood Center, in addition to the parking currently being constructed as part of the Girl Scout House. A large free flight aviary will be built to house approximately 30 peafowl. A smaller quarantine and breeding facility will be constructed nearby. The areas immediately adjacent to the building and aviaries will be developed to include a

variety of educational, historical and attractive outdoor experiences. A small number of meandering trails through the site will be created while leaving the bulk of the remaining site in a passive and semi-improved state. Included in the Landscape consultant's scope of work are: a community garden, patio, trail, creek overlook, site furniture selection, fencing, planting and irrigation, planting and keeper access walkway inside the aviary, and pedestrian paving outside the building.

Noll & Tam Architects will deliver the above-described project complete for bidding to the City of Fairfield. Ponticello Enterprises will act as project manager for the project. At this time, construction of the project is not authorized. Bidding and Construction Administration Work Scope and Fees have been included herein, should the City elect to authorize these services.

A. Preliminary Design Phase

Part 1

Work Scope:

1. Architectural:

- a. Attend kick-off meeting with City Staff. (Note: Janet Tam and Elizabeth McLeod, Noll & Tam Architects, met with Alan Mitchell, Ponticello Enterprises, and Fred Beiner, City of Fairfield Community Services. Program confirmation and project approach topics were discussed at this time.)
- b. Coordinate and conduct existing building and site evaluation. All consultants attending (and City staff, if desired).
- c. This phase will be completed by a meeting of Noll & Tam Architects, Gates & Associates Landscape Architect and City Staff to review the findings of the existing building and site survey just completed. The results of this meeting will either reconfirm and validate program assumptions in City's Master Plan document, or will require redirection of the design. At the request of the direction of the Community Services staff, the soils report and topographic survey will begin after the above mention meeting, and the project direction is approved. Because our consultants rely on these documents as

the basis for their work, there may be a time delay in moving forward from Part 1 to Part 2 of the Preliminary Design Phase.

2. Landscape Architecture:

a. Project Initiation/Program Refinement

- Meet with Ponticello Enterprises and City Staff to review work scope, budget project goals and special issues. Verify regulatory items, approval process and other administrative procedures.
- Work with staff to define appropriate outreach approach.
- Assist in preparation of refined project schedule indicating project milestones, review meetings and task responsibilities.
- Coordinate with other City Staff regarding electrical, sanitary sewer, storm drain and other utility connection.
- Work with staff to further refine site program elements

b. Topographic Base & Geotech Investigative

- Preparation of topographic map, no boundary work is included.
- Prepare geotechnical report and recommendation regarding design and construction issues.

c. Site Opportunities & Constraints Analysis

- Conduct site investigation to gain a familiarity with existing opportunities and constraints including a relationship with the adjacent community, existing vegetation, historic background.
- Inventory and evaluate trees

3. All Consultants:

- a. Attend initial site visit and perform building and site evaluation.

Deliverables:

1. Measured CAD drawings of the existing building, including structural, electrical, mechanical and plumbing information. (3 sets for the City)
2. Building and site survey in narrative form by each design team member, with accompanying graphics as required to convey existing conditions, deficiencies and proposed recommendations. (3 sets for the City)
3. Design milestone schedule for the project.

Part 2

Work Scope:

1. Architectural:

- a. Develop 3 (total) sketch variations of Site/Building program elements.
- b. Meet with City Staff to select final scheme to be presented to the Peafowl and Master Planning Committees at one meeting and then to the Community Services Department and Planning Commission at a separate meeting
- c. Review scheme with local planning and building departments, including assisting City with CEQA analysis.
- d. Design Development of final design layout for preliminary costing.
- e. Coordination of engineering consultants and preliminary design of the building/site systems.
- f. Review final scheme with Cost Estimating Consultant for preliminary cost estimate.
- g. Develop preliminary schedule for project through Bidding and Construction
- h. Create presentation boards for, and assist in the presentations to the Peafowl and Master Planning Committees, and to the City Community Services and Planning Commission.
- i. Coordinate with Public Works staff to solicit other City staff comments regarding final scheme.

2. Landscape Architecture (in addition to 5. below)

- a. Utility Coordination
 - Prepare and distribute "Notice of Intent" to Utility providers.
- b. Preliminary Design Plan

Using program elements identified in master plan, prepare refined Preliminary Design describing:

 - Overall site layout indicating gardens, patios, trails, site furniture, lighting, fencing and planting.
 - Sketches or enlargements of key elements. (overlook, patio, etc.)
 - Images of site elements and materials
- c. Preliminary Cost Estimate & Project Summary

- Assist order of magnitude costs. Written summary of preliminary concepts and issues.
- d. CEQA Analysis
- Assist in preparation of exhibits and project definition to assist staff in CEQA analysis.
- e. Concept Review
- Meet with Staff to review design concept / refine direction.
 - Prepare presentation exhibits
 - Present concepts at Community Services Commission, facilitating a discussion of the issues and benefits associated with each option.
3. Civil Engineer (in addition to 5. below)
- a. The Civil Engineer will perform a topographic survey. Site boundary will be shown on the topo survey from record information, and no property corners will be located or monumented. The surveyor will pick up all utilities that can be identified by surface features (manholes or cleanouts, for example). He will also show information from record drawings, such as the plans for the Girl Scout House. If it becomes necessary to pothole any specific utilities during the design phase, civil engineer will identify the work required. At that point, the City has the option of deciding to wait until start of construction and have the contractor uncover the utility in question; or authorize the work – either through separate work order, or by amending the design contract. Trees greater than 6" diameter will be located and identified to the extent the surveyor is capable. The scope of work includes existing frontage improvements along the adjoining streets and up to six shots along the centerline of the creek. The Civil Engineer will create a Storm Water Pollution Prevention Plan (SWPPP).
4. Geotech Engineer (in addition to 5. below)
- a. The Geotech Engineer will perform a soils analysis. Included in this work will be a series of four test borings with a truck-mounted drill rig to a depth from about five to ten feet below the present ground surface. Borings will be backfilled with drill cuttings. This assumes

that any excess drill cuttings will be disposed of onsite in existing undeveloped areas. If this is not the case, disposal of cuttings can be provided at an additional cost. It is assumed that the pathway along the creek will need to support emergency fire and rescue vehicles. Limited laboratory tests will be performed on selected samples. One R-Value test will be performed for the design of asphalt concrete pavements. Results of the field explorations will be summarized in a report, including recommendations for site preparation and engineered fill, temporary excavation and trench back fill, foundation design and construction for the aviary and creek overlook structures, UBC seismic site coefficients for use in structural analysis, concrete slabs supported on grade, lateral earth pressures for low retaining structures, asphalt concrete pavements and site drainage.

5. All Consultants:
 - a. Develop and recommend appropriate building/site systems and equipment for final scheme.
 - b. Communicate with City departments and utility providers, etc. as necessary to coordinate site and building requirements.

Deliverables:

1. Design Development drawings and outline specifications from all consultants of the final scheme, including the site and landscape plans, the building plan, and the peafowl aviary plan. (3 sets for the City)
2. Landscape Architects will also submit Tree Inventory and CEQA Support Materials.
3. Geotech Engineer Report as described above.
4. Site and underground utilities topographical survey – detailed information limited to area of work (approx. 2 acres).
5. Presentation boards including rendered versions (combination of colored hand drawn and AutoCAD drawings) of item 1, above, and exterior elevations describing the proposed material and color palettes. (1 set of presentation materials)
6. Preliminary cost estimate of final scheme.
7. Meeting notes.

B. Design Phase (Construction Documents)

Work Scope:

1. Architectural:

- a. Prepare construction plans in conformance with City of Fairfield Standard Specifications, 1998 and other applicable codes and regulations. Drawings to include, but not limited to: Cover Sheet with Project Title, Vicinity Map, and Index of Drawings, Civil Plans, Architectural, Structural, Mechanical, Plumbing and Electrical Plans, Planting and Irrigation Plans with appropriate notes and details.
- b. Prepare specifications to be used in conjunction with the plans.
- c. Prepare Contract Documents to be used for Bidding
- d. Prepare detailed construction cost estimates at 75% and 90% complete design stages.
- e. Coordinate final plans with Chief Building Official.
- f. Submit final, wet-stamped construction documents to the City in their requested format.
- g. Meeting Notes.

2. Landscape Architecture:

a. 75%, 90% and Final Submittals:

The construction documents will include the following plans and related details and specifications:

- Site Layout Plans – walks, hardscape, site amenities.
- Enlarged plans of key areas (garden)
- Landscape grading and drainage plans.
- Planting Plan and details.
- Irrigation Plan and details.
- Construction Details - for proposed site elements including fencing, site elements, overlook (structure by others)

3. Mechanical:

- a. Mechanical Engineer will produce Title 24 Energy Compliance Calculations, and a Design/Build Fire Suppression System.

4. Civil:

- a. Civil Engineer will prepare grading, drainage, utility and erosion control plans.

5. All Consultants:
 - a. Develop construction drawings and specifications for the final scheme.
 - b. Communicate with City departments and utility providers, etc. as necessary to coordinate site and building requirements.
 - c. Assist in cost opinion preparation.
 - d. Attend coordination meetings at Noll & Tam Architects' offices.

Deliverables:

1. 3 sets of complete Construction Documents ready for bidding of the final scheme, including AutoCAD drawings and Word specifications, as well as both documents on a CD ROM. Interim submittals for costing at 75% and 90%.
2. Contract Documents in City format for Bidding.
3. Estimate of probable costs updated at 75% and 90% design completion.

C. Bidding Phase (Not Authorized at this time)

Work Scope:

1. Architectural and Consultants:
 - a. Attend pre-bid meeting.
 - b. Prepare Addenda, if necessary.
 - c. Interpretation of plans and specifications for bidders.

Deliverables:

1. Addenda, if required.

D. Construction Phase – 10 months estimated (not authorized at this time)

Work Scope:

1. Construction Administration:
 - a. Attend pre-construction meeting with City selected construction firm.
 - b. Attend bi-monthly Site meetings, including preparation of meeting notes.
 - c. Prepare written responses to contractor RFI's. Coordinate responses with consultants.
 - d. Process and distribute submittals from contractor.
 - e. Review/process shop drawings.

- f. Attend site/building walk through and prepare final punchlist. Allow for one follow up walk through for completion.
- g. Prepare project closeout documents, including record drawings, in AutoCAD, and specifications, in Microsoft WORD, and submit both documents on a CD-ROM to the City of Fairfield.

Deliverables:

- 1. Written or drawn sketches, as required to communicate modifications or changes to the Contract Documents.

II. DUTIES OF CITY

The CITY shall:

- A. Make available previous plans, reports, and all other data relative to the design of the PROJECT and full information as to the CITY's requirements, including title reports and condemnation guarantees as required.
- B. Review preliminary and final plans, specifications, estimates, and other documents presented by CONSULTANT and render decisions within a reasonable time, and give prompt notice to CONSULTANT at any time CITY observes or otherwise becomes aware of any error, omission, or defect in the PROJECT.
- C. Provide for all necessary environmental clearances.
- D. Make all necessary provisions for CONSULTANT to enter upon public and private property as required in the performance of the services under this Agreement.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of CITY.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which

CONSULTANT accomplishes services rendered pursuant to this Agreement.

- C. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.
- D. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- E. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- F. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.
- G. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives

at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.

- (1) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- (2) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- (3) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

- H. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the shortest reasonable time.
- I. The CONSULTANT is not responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's work promptly; or delay or faulty performance by CITY, other contractors, or governmental agencies; or any other delays beyond CONSULTANT's reasonable control.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation. For and in consideration of the professional services to be provided by CONSULTANT hereunder, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amount(s):

For those services described in Section I compensation shall be as shown in Attachment 1 (Fee Proposal dated December 16, 2004).

- B. Extra Work and Change Order Fee. Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified in Section I, including but not limited to, any changes to or re-performance of the CONSULTANT's work including contract change orders after the award of the construction contract by the City Council, testimony in Court, shall be compensated by the use of the time and material fee rates of the Attachment 2. No extra work will be compensated for unless required by CITY in writing.

- C. Schedule of Payments.

1. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth in Attachment 2 attached hereto, and on the number of hours expended on the PROJECT by each classification of employee.
2. In the event PROJECT is terminated, CITY shall pay to CONSULTANT full compensation for work performed to date of written notification to cease work on the PROJECT.

V. TIME OF COMPLETION

Work described in Section I shall be completed as shown in Attachment 3.

VI. PROJECT MANAGER

CONSULTANT designates Elizabeth McLeod as Project Manager, to remain such unless or until CONSULTANT requests to change said designation and said request is approved by CITY. Major duties shall include:

- A. Personally direct all work essential to the PROJECT.
- B. Sign all letters and instruments as requested by, and on behalf of, CITY.
- C. Attend public meetings related to the PROJECT.

VII. CANCELLATION OF AGREEMENT

This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full compensation payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the PROJECT.

Said compensation will be determined in accordance with Section IV.

CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work on the PROJECT.

VIII. INDEMNIFY AND HOLD HARMLESS

CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from claims, suits, or actions brought forth on account of injuries to or death of any person or damage to property arising from or connected with the negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have

been determined to be applicable to any of such damages or claims for damages.

IX. INSURANCE

During the term of this Agreement CONSULTANT shall obtain and maintain in full force and effect at his/her own cost and expense the following insurance coverage:

- A. Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the State of California, shall be provided that is necessary in connection with the performance of this Agreement. Such insurance shall relieve CITY from all responsibility for such benefits. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.
2. General Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- C. Automobile Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

D. Certificates of Insurance.

CONSULTANT shall file with the CITY's Director of Public Works upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or renewal will be made during the term of this agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, or change in coverage.

CONSULTANT shall file with Director of Public Works concurrent with the execution of this agreement, the CITY's standard endorsement form (attached hereto) providing for each of the above requirements.

- E. Professional Liability Insurance. During the term of this agreement, CONSULTANT shall maintain a professional liability insurance policy covering any loss arising out of errors, omissions, or negligent actions of CONSULTANT in the amount of not less than one million dollars (\$1,000,000.00).

X. OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of his duties under this Agreement, including but not limited to, the plans, reproducible mylar plans, specifications, and contract documents shall be the property of the City of Fairfield. If this Agreement is canceled in accordance with Section VII of this Agreement all completed and partially completed documents prepared by CONSULTANT shall be delivered to the CITY within two weeks of notice of cancellation. CITY agrees to indemnify and hold CONSULTANT harmless from future use or mis-use of aforementioned documents.

XI. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to CONSULTING services on the PROJECT and no modification hereof shall be effective unless or until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

XIII. LOCAL EMPLOYMENT POLICY

The City of Fairfield desires wherever possible to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractors, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin.

XIV. EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING

REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
____ day of _____, 20 ____.

CITY OF FAIRFIELD
a municipal corporation (CITY)

By Justin J. [Signature], Principal
(CONSULTANT)

DUNNELL PROPERTY MASTER PLAN IMPLEMENTATION PROJECT
CITY OF FAIRFIELD

Attachment 1:
FEE PROPOSAL
December 16, 2004

PROFESSIONAL FEE SUMMARY

Phase / Task		Total Fee
1. Preliminary Design	(Lump Sum)	\$101,238
2. Design Phase (Construction Documents)	(Lump Sum)	\$158,567
3. Bidding and Construction Administration	(Hourly)	\$61,670
4. CPRS Award Application Submittal	(Hourly)	\$3,860
TOTAL PROFESSIONAL FEE		\$325,335
5. Reimbursable Expense Allowance for PD thru CA		\$17,500
6. Reimbursable Expense Allowance for CPRS materials		\$3,500
TOTAL PROPOSED FEE		\$346,335
7. Other optional services if required:		
Signage Consultant		\$4,950
Kitchen Consultant		\$5,500

Basis of Proposal

- Fees are based upon an expected construction value of approx. \$1.3-\$1.5 million
If the construction cost significantly exceeds this value due to unforeseen changes in the scope of work, the fees will be adjusted to reflect the additional work, upon authorization of the City of Fairfield.
- Fees are based upon billing rates current at the time of the proposal, and are subject to adjustment to correspond with future billing rates, if the project timeline exceeds the Proposed Project Schedule.
- Kleinfelder, Geotech may request additional fees due to unforeseen existing conditions uncovered during construction.
- It is assumed that the City will be responsible for the CEQA submittal. Our services are limited to assisting the City in the preparation of exhibits and project definition.
- The Aviary Consultant's fee is a "Not to Exceed" fee, and will be billed on an "as needed" basis.

Not included in Fee Proposal:

- Permit, utility, and other fees.
- Design of security systems and audio-visual systems and equipment.
(These are typically design/build and depend on systems chosen during construction phase. Empty conduits and boxes are included in fee proposal)
- Design of emergency generator system.
- Additional services, products, and meetings not described in fee breakdowns attached.
- Sewage ejection system, water pressure booster system excluded from the plumbing design.
- Civil Engineer excludes locating any underground utility information not readily viewable by surface features such as cleanouts or manhole covers, or shown on record drawings.

Summary of Estimated Reimbursable Expenses (billed at 1.15 times cost)

- Plotting and reproduction of progress drawings and specifications
- Perspective renderings
- Physical model, computer modeling, rendering, and animation
- Photocopying, faxes, postage, and messengers
- Photographs
- Mileage, travel, and lodging
- Consultant expenses for above items

DUNNELL PROPERTY MASTER PLAN IMPLEMENTATION PROJECT
 CITY OF FAIRFIELD
 Attachment 1: FEE PROPOSAL
 December 16, 2004

FEE SUMMARY

Phase / Task	Total Fee
1. Preliminary Design (including existing building evaluation)	
A. Noll & Tam Architects	\$38,220
B. Gates & Associates, Landscape	\$18,255
C. Kleinfelder, Geotech	\$6,076
D. Cunningham Engineers, Civil (includes survey and Stormwater Pollution Prevention Plan)	\$15,400
E. Ken Hughes Structural Engineering	\$5,500
F. McCracken Woodman, Mech & Plumb (incl fire sprinkler)	\$7,920
G. Zeiger Engineers, Electrical	\$3,630
H. Lori Hill, Aviary Consultant	\$1,837
I. MACK 5, Cost Estimator	\$4,400
Subtotal	\$101,238
2. Design Phase (Contract Documents)	
A. Noll & Tam Architects	\$67,300
B. Gates & Associates, Landscape	\$32,714
C. Kleinfelder, Geotech	\$0
D. Cunningham Engineers, Civil	\$16,500
E. Ken Hughes Structural Engineering	\$11,000
F. McCracken and Woodman, Mechanical & Plumbing	\$12,540
G. Zeiger Engineers, Electrical	\$6,600
H. Lori Hill, Aviary Consultant	\$913
I. MACK 5, Cost Estimator	\$11,000
Subtotal	\$158,567
Preliminary Design and Design (Construction Documents) Subtotal	
	\$259,805
3. Bidding and Construction Administration	
A. Noll & Tam Architects	\$40,110
B. Gates & Associates, Landscape	\$3,850
C. Kleinfelder, Geotech	\$3,850
D. Cunningham Engineers, Civil	\$3,850
E. Ken Hughes Structural Engineering	\$5,500
F. McCracken and Woodman, Mechanical & Plumbing	\$2,530
G. Zeiger Engineers, Electrical	\$1,980
H. MACK 5, Cost Estimator	\$0
Subtotal	\$61,670
4. CPRS Award Application Submittal	
A. Noll & Tam Architects	\$3,860
TOTAL PROPOSED FEE	
	\$325,335

DUNNELL PROPERTY MASTER PLAN IMPLEMENTATION PROJECT
 CITY OF FAIRFIELD
 Attachment 1: FEE PROPOSAL
 December 16, 2004

Phase / Task	Hours/Rate			Total \$
	Prin. \$140	PM \$95	PA \$80	
1. Preliminary Design Phase				
A. Kick-off Meeting to define scope and goals	4	4		\$940
B. Review and refine program requirements	4	8		\$1,320
C. Existing building and site evaluation	4	16	8	\$2,720
D. Prepare Measured Drawings of existing building			32	\$2,560
D. Preliminary Design studies / (3) alternatives	8	30	10	\$4,770
E. Design Development of one preliminary design layout for costing	8	30	60	\$8,770
F. Coordination of engineering consultants and preliminary design of building systems (structural, mechanical, electrical and plumbing)	2	40		\$4,080
G. Preliminary agency reviews (Building Dept, Zoning, Fire)	2	8		\$1,040
H. Assisting City with CEQA analysis		8		\$760
I. Coordinate Preliminary Design cost estimate/budget and Construction schedule	4	10		\$1,510
J. Preparation of Preliminary Design Report	4	10	16	\$2,790
K. (2) Presentations: (1) to Peafowl & Master Planning Committees, and (1) to Community Services and Planning Commissions	8	8	8	\$2,520
L. (4) City Staff/ City Project Manager Meetings (Including Meeting Notes and meeting to review City comments)	10	32		\$4,440
Subtotal	58	204	134	\$38,220
2. Design Phase (Contract Documents)				
A. Construction drawings and details: Submittals at 75% and 90% for City Review (aprox 20-24 architectural sheets)	20	100	440	\$47,500
B. Specifications	4	24		\$2,840
C. Consultant coordination	4	72		\$7,400
D. Final code review with Building Dept.		8		\$760
E. Incorporate City comments into final bid set		8	12	\$1,720
F. 75% and 90% Cost estimate review/coordination	4	12		\$1,700
G. (5) City Staff/ City Project Manager Meetings (Including Meeting Notes and meeting to review City comments)	14	36		\$5,380
Subtotal	46	260	452	\$67,300
Preliminary Design and Design (Contract Document) Phases Subtotal				\$105,520
3. Bidding and Construction Documents (10 months)				
A. Bid Walkthrough		6		\$570
B. Bid Addendum		16	8	\$2,160
C. Bimonthly Site Meetings (20 estimated) including meeting notes	40	100		\$15,100
D. RFI's/Contractor Clarifications	4	100	50	\$14,060
E. Submittals	4	40	20	\$5,960
F. Punch List	8	12		\$2,260
Subtotal	102	534	530	\$40,110
4. CPRS Award Application Submittal				
A. Prepare application and exhibits	4	8	12	\$2,280
B. Reformat presentation materials as required			8	\$640
C. Presentation to CPRS awards banquet	4	4		\$940
	8	12	20	\$3,860
TOTAL NOLL & TAM PROFESSIONAL FEE				\$149,490

ATTACHMENT 2

Fee Rate Schedules by Consultant

Noll & Tam Architects

Principal	\$140/hour
Senior Project Manager	\$115-\$130/hour
Project Manager	\$90-\$110/hour
Technical Staff	\$60-\$75/hour
Administrative	\$45-\$60/hour

Reimbursable Expenses

Reproduction, telephone, fax, travel outside the Bay Area, renderings, computer models, physical models, postage, messengers, reimbursable and other usual expenses will be billed at 1.15 times actual cost.

Gates & Associates

Principal	\$165.00/Hr.
Project Manager	\$90.00/Hr.
Irrigation Designer	\$100.00/Hr.
Associate Designer	\$80.00/Hr.

Kleinfelder, Inc.

Senior Engineer/Geologist	\$165.00/Hr.
Project Engineer	\$145.00/Hr.
Staff Engineer	\$115.00/Hr.
Drafting	\$85.00/Hr.
Word Processing	\$74.00/Hr.

Cunningham Engineering

Principal Engineer	\$176.00/Hr.
Project Manager II	\$148.00/Hr.
Project Manager I	\$138.00/Hr.
Senior Engineer	\$132.00/Hr.
Project Engineer II	\$110.00/Hr.
Project Engineer I	\$104.00/Hr.
Staff Engineer II	\$94.00/Hr.
Staff Engineer I	\$82.00/Hr.
Project Assistant I	\$68.00/Hr.
Senior Technician	\$100.00/Hr.
Technician/Drafter IV	\$97.00/Hr.
Technician/Drafter III	\$90.00/Hr.
Technician/Drafter II	\$71.00/Hr.
Technician/Drafter I	\$59.00/Hr.
Office Manager	\$74.00/Hr.
Clerical	\$57.00/Hr.
Reimbursable Expenses/Outside Services	Cost + 15%

(Fees subject to change)

Ken Hughes, Structural Engineer

Structural Engineer\$120.00/Hr.
Drafting\$65.00/Hr.

McCracken & Woodman

Principal\$170.00/Hr.
Senior Engineer\$125.00/Hr.
Engineer\$110.00/Hr.
Designer\$95.00/Hr.
CAD Operator\$85.00/Hr.
Administration\$70.00/Hr.

Zeiger Engineers

Principals\$165.00/Hr.
Senior Engineers\$125.00/Hr.
Engineers.....\$115.00/Hr.
CAD Drafters\$82.00/Hr.

Lori Hill, Avian Consultant

Consultation Fees.....\$50.00/Hr.

MACK 5

Principal\$145.00/Hr.
Project Manager\$125.00/Hr.
Assistant Project Manager.....\$115.00/Hr.
Secretarial.....\$35.00/Hr.

ATTACHMENT 3

Consultant Design Milestone Schedule

Preliminary Design Phase:

Part 1

- | | |
|---|-----------|
| a. Site and building survey and report | 4 weeks |
| b. Review and confirm project direction | 1 week |
| c. Soils report and topo survey
(to begin after project direction is approved) | 3-6 weeks |

Sub Total (Tasks a. and c. concurrent) 5-6 weeks (1.5 months)

Part 2

- | | |
|--|-----------------------------------|
| a. Develop and present 3 sketch alternatives | 4 weeks |
| b. Present to City and narrow to one | 1 week |
| c. Develop final plan for presentations,
including preliminary agency reviews | 3 weeks |
| d. Cost Estimating period | 2 weeks (concurrent with task c.) |
| e. Presentation and review period | 1 week |

Sub Total 10-11 weeks (2.5 months)

Design Phase (Construction Documents):

- | | |
|---|-----------------------------------|
| a. 75% Complete (City Staff Review set) | 3 months |
| b. Cost Estimating period | 2 weeks (concurrent with task a.) |
| c. 90-95% Complete (Permit Set) | 1 month |
| d. Cost Estimating period | 2 weeks |
| e. Plan check period, including pick up of City review comments,
(time dependent on City's Permitting process) | 1-2 months |

Sub Total (5-6 months)

Total: Preliminary Design thru Permit Process 9-10 months
(This does not include bidding or construction)