



August 9, 2021

Mark A. Johnson
Fresno County Fire Protection District
210 S. Academy Ave.
Sanger CA 93657

**RE: Architectural Services – Fresno County Fire Station 71 Addition –
Option 1**

Dear Mark,

In accordance with our discussions about the project, I am pleased to offer this proposal for the design and construction support services for the proposed addition to Fire Station 71. This proposal is based on the scope of services that we believe is necessary to successfully complete this project. If there are scope items that are not included, or that are not necessary, we would be pleased to adjust the scope and fee to meet your needs.

The scope includes an approximately a 600 SF addition to the existing station for 3 new bunkrooms and 2 staff restrooms. In addition ,the interior of the existing station will need to be remodeled to include renovations to develop a proper kitchen and dayroom area. As part of the interior renovations required, upgrades to existing electrical and mechanical/plumbing systems will be required. The proposed scope does not include upgrading the station to Essential Service Requirements and assumes that the existing utilities serving the project now are sufficient to support the proposed addition (sewer, water, electric). Site work will be limited to the area of the improvements, as well as work required to locate a new generator and fuel tank (and associated utilities). Civil engineering and landscape architectural design are not included at this time.

In an effort to keep the scope and fee as low as possible the work proposed is limited to the addition and living quarters but no work in the apparatus bay or other related work spaces. If additional work is contemplated to upgrade any other portions of the station this would be the appropriate time to do it, so please advise if that additional scope should be added at this time. Additionally, there may be additional improvements required by the City as code upgrades for accessibility or other items that we are not yet aware of. It is my intention to meet with the City once we develop a schematic design, to review these issues, and if the City, in their review of the plans for permit issuance, determines that additional work will be required an additional proposal can be provided at that time to incorporate those items of work.

We are proposing to offer the following scope of services:

SCHEMATIC DESIGN PHASE

1. Meet with Project Team (including the fire station design committee) to discuss budget, program and design issues. The intent is to develop a detailed design program and space needs assessment.
2. Meet with City Building and Planning Department to review all requirements including design review, accessibility issues and approval process. It is assumed that no Discretionary Design Review will be required.
3. Develop Preliminary Building Floor Plans and Building Elevations for the fire station addition and interior remodel.
4. Provide Geotechnical Investigation and coordinate with Geotechnical Engineer for recommendations for foundation design.
5. Coordinate with Owner systems requirements for existing or new equipment to be incorporated.
6. Prepare preliminary material and equipment selections for review.
7. Develop preliminary Cost Estimates based upon building systems. The estimates prepared at this phase will be generally square foot cost estimates for the various building components, and will include a design development contingency (to allow for potential increases as the design is refined further in the later stages of the project).
8. Develop structural system for the addition consistent with design concept.
9. Develop mechanical, plumbing and electrical systems for the addition consistent with design concept.
10. Make required submissions to District for Schematic review and approval. Drawings required for this submittal would include:
 - a. Site Plan
 - b. Schematic Floor Plan
 - c. Schematic Building Elevations

- d. Color and Material Sample Boards
 - e. A colored rendering of the facility
11. Make required presentations to District to review proposed design.
 12. Make required modifications to Schematic Design to obtain Schematic Design approval.
 13. After obtaining written approval of Schematic Design we will proceed into Construction Documents.
 14. Attend progress meetings with District staff (assume 1 meeting for this phase).

CONSTRUCTION DOCUMENTS PHASE

1. Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required architectural, structural, mechanical, plumbing and electrical design. Civil Engineering and Landscape Architectural design are not included. It is assumed for this proposal that the District will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 60% and 100% and will include plans, specifications and cost estimate.
2. Submit plans to City Building Department for Building permit plan check, and perform all required revisions to construction documents based on Building Department's plan check comments (Note: plan check and permit fees are not included).
3. Meet with District as required to review final design and construction documents (assume 1 meeting for this phase).

BIDDING PHASE

1. Provide final original drawings and specifications (and electronic copies) for use in bid packages. For this proposal it is assumed that the District will advertise and distribute bid packages. We are happy to assist with this effort as well.

2. Interpret and clarify contract documents for contractors, and assist in issuing addenda as required.
3. Attend a Pre-Bid walkthru at the site with all interested contractors.
4. Participate in bid opening, review contractor's detailed cost breakdown, and assist the District in evaluation of the bids.

CONSTRUCTION ADMINISTRATION PHASE

Construction contract administration services are based on a six month construction period, from Authorization to Proceed through Punch list Inspection. The following services will be provided:

1. Attend Pre-Construction conference.
2. Review and approve or take other appropriate action upon Contractor's submittals and shop drawings as required by contract documents.
3. Interpret contract documents (including all sub-consultant disciplines) for proper execution and progress of construction, including responding to contractor's requests for information and clarification, and issuing ASI's (Architect's Supplemental Instructions).
4. Make one scheduled site visit every other week during the course of construction (total of 12) to observe the project, and prepare site visit report (meeting minutes). Site visit shall include meeting with contractor and District representative to review progress of construction, review pending RFI and Change Order information, and observe the construction to verify work is proceeding in accordance with construction documents.
5. Make one additional site visit to perform Punchlist Inspection, and one additional visit to perform Final Inspection. Punchlist Inspection will include a detailed listing of all items remaining to be completed by the Contractor. Final Inspection will certify that all work has been completed in accordance with construction documents.
6. Assist District in review of contractor's initial and progress schedules and Schedule of Values.

7. Assist in reviewing and processing contractor's progress payment requests, and certifying the amounts due to the contractor.

ADDITIONAL SERVICES TO BE PROVIDED ON AN HOURLY BASIS

The following items are not included in the current Basic Services, and will be provided as additional services only after written authorization is received. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis per the Hourly Rates.

Additional Services not included in our basic scope of work include:

1. Civil Engineering and Landscape Architecture design Services.
2. Modifications to existing building interior spaces other than as noted for upgrades or code compliance.
3. Upgrades to existing building electrical service and coordination with PGE.
4. Revisions to Preliminary Design or Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval, such as direction from the City Building Official).
5. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
6. Processing change requests for Owner requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.
7. Providing services in conjunction with evaluating substitutions proposed by the Contractor, and making subsequent revisions to Contract Documents resulting from such.
8. Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of

- performance of either the Owner or the Contractor under the Contract for Construction.
9. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
 10. Providing "Special Inspection" services required by law or the Contract Documents.
 11. Preparation of drawings for work beyond the project boundary (site and immediate street frontage).
 12. Services in conjunction with any required discretionary approvals.
 13. Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Deeds, construction staking or other documents in conjunction with the project site.
 14. Providing Phase One Environmental services for Soils, Asbestos or Lead survey and remediation.
 15. Traffic Engineering Services.
 16. Topographic Surveys.
 17. Commissioning or Enhanced Commissioning Services.
 18. Preparation of documentation to process the project through the US Green Building Council as a LEED project.
 19. Design of photo-voltaic electrical generation systems or solar hot water systems.
 20. Plan check fees, permit fees, and permit processing (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.
 21. All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

We propose to provide the stated basic services for a fixed fee of One Hundred and Seventy Two Thousand Nine Hundred Dollars (\$172,900.00) Reimbursables will be submitted as accrued; we have estimated an amount of One Thousand Dollars (\$1,000.00).

Schematic Design Phase	\$ 41,500.00
Construction Documents Phase	\$ 94,400.00
Bidding Phase	\$ 2,000.00
Construction Administration Phase	\$ 24,000.00
Reimbursable Expenses	\$ 1,000.00
Geotechnical Engineering	\$ 10,000.00
<hr/> Total	<hr/> \$172,900.00

Invoices will be submitted monthly, in a format acceptable to the District, for the percentage of work completed during the month, on any particular phase.

As you probably know, definition of construction cost is always an issue on projects. I have included as Exhibit 'B' a further description of responsibility with respect to the budget and construction cost for this project. The definitions listed are from the AIA Document B141, Owner/Architect Agreement. Although we may not be using the AIA document for our contract, these definitions are useful to understanding what the design team and the Owner's responsibilities are and should be a part of the final contract for the project. Prior to our starting work on this project I will need from you a clearer definition of what the actual "hard dollar" construction budget is expected to be. As part of our Schematic Design services, we will then prepare preliminary estimates, and a report indicating what we expect the project cost will be to include all the requested program elements. At that time we will work with you to adjust the project scope or modify the budget to fit.

Presently our firm maintains General Liability and Errors and Omissions Insurance with nationally recognized insurers. We carry a \$1,000,000 limit for our General Liability and auto, and a \$2,000,000 limit for our Professional E&O insurance.

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We appreciate the opportunity to present this proposal. I am available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. We are excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 504-0984.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jeff Katz", with a long horizontal line extending to the right.

Jeff Katz, AIA
Principal

Exhibit "A"

HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis.

Principal Architect	\$ 250.00 per hour
Senior Project Manager	\$ 220.00 per hour
Project Manager	\$ 190.00 per hour
QC Manager	\$ 190.00 per hour
Job Captain	\$ 150.00 per hour
Specification Writer	\$ 190.00 per hour
Construction Administrator	\$ 185.00 per hour
Drafter	\$ 125.00 per hour
Secretarial	\$ 90.00 per hour
Structural Engineer.....	\$ 200.00 per hour
Civil Engineer	\$ 200.00 per hour
Mechanical Engineer	\$ 200.00 per hour
Electrical Engineer	\$ 200.00 per hour
Landscape Architect	\$ 190.00 per hour

Reimbursable Expenses will be charged at 1.1 times the direct cost.

Note: These rates will remain in effect until December 31, 2021, at which time they may be adjusted as a result of salary reviews

Exhibit "B"

CLARIFICATION OF RESPONSIBILITIES

The following articles are restated from AIA Document B141, Owner/Architect Agreement:

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner.

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize re-bidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling,

removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project