



Coastside Fire Protection District

STAFF REPORT

TO: Honorable Board of Directors

FROM: Jonathan Cox, Deputy Fire Chief

DATE: February 22, 2023

SUBJECT: RESOLUTION AWARDING CONTRACT IN AN AMOUNT NOT TO EXCEED \$914,100 WITH PBK ARCHITECTS, INC. FOR ARCHITECTURAL DESIGN SERVICES FOR FIRE STATION 44 REPLACEMENT

Staff Recommendation

Staff recommends that the Board consider and approve the attached resolution awarding a contract in an amount not to exceed \$914,100 to PBK Architects, Inc. ("PBK") for architectural design services for Fire Station 44 replacement project.

Background

At the Board of Directors meeting in September 2022, the Board approved a resolution authorizing release of a Request for Proposals for architectural design services for the replacement of Fire Station 44.

The RFP was issued, and four responsive proposals were received by the deadline of November 30, 2022. The Land and Structures Committee reviewed the four proposals on December 14, 2022 and, after review, invited three of the four firms submitting proposals to attend interviews with the Committee. Those interviews were conducted January 26, 2023. Each firm was allotted one hour to make a presentation and answer the Committee's questions.

After reviewing the proposals and conducting interviews with the proposing firms, the Land and Structures Committee discussed which firm to recommend to the Board. Director MacKimmie indicated that he believed PBK has the most applicable experience for the project. Director Sherrill indicated that she was impressed by PBK's presentation, its ability to communicate clearly, and its understanding of the critical elements of the project. She also indicated that PBK's references all indicated that PBK was very responsive. The Deputy Chief Cox and the District's project manager, Gary Silva, also expressed to the committee that they believed PBK provided the best presentation, held the correct experience, and offered the best value based on its proposal. Ultimately, the Land and Structures Committee unanimously recommended that the Board award the contract to PBK.

The proposed contract is in an amount not to exceed \$914,100, which includes the lump sum fixed fee proposed by PBK and the proposed site-specific reimbursable services, including a

topographic site survey, a geotechnical investigation and report, and costs associated with environmental analysis required by the California Environmental Quality Act.

The contract reflects that the PBK's services will be delivered in 7 phases. Those stages include the initial study and design for Station 44 (Phases 1-4), the environmental review for the project (Phase 5), compiling construction and bid documents for the project (Phase 6), and administering the contract and observing the work during construction (Phase 7).

Based on the Land and Structures Committee's recommendation, staff recommends that the Board approve the attached resolution awarding the contract to PBK.

Attachments

1. Resolution Approving Contract for Architectural Design Services with PBK In An Amount Not To Exceed \$914,100 for Fire Station 44 Replacement Project (Contract for Architectural Design Services Fire Station 44 Replacement included as Exhibit A)
2. PBK Proposal
3. PBK Cost Proposal and Breakdown Summary

RESOLUTION NO. 2023-05

A RESOLUTION OF THE BOARD OF COASTSIDE FIRE PROTECTION DISTRICT AUTHORIZING AWARD OF A CONTRACT IN AN AMOUNT NOT TO EXCEED \$914,100 TO PBK ARCHITECTS, INC. FOR ARCHITECTURAL DESIGN SERVICES FOR THE FIRE STATION 44 REPLACEMENT PROJECT

WHEREAS, the Board authorized the issuance of a Request for Proposals seeking architectural design services for the Fire Station 44 replacement project at its September 2022 regular meeting; and

WHEREAS, the District issued the Request for Proposals with a closing date of November 30, 2022 and received four timely proposals; and

WHEREAS, the Land and Structures Committee reviewed the proposals and interviewed its top three proposers; and

WHEREAS, after reviewing the proposals and conducting interviews, the Land and Structures Committee recommended that a contract for architectural design services be award to PBK Architects, Inc. ("PBK"); and

WHEREAS, the Board, having independently reviewed the proposals and the recommendation from the Land and Structures Committee, agrees that PBK provided the best proposal and should be awarded the contract for architectural design services for the Station 44 Replacement Project.

NOW, THEREFORE, BE IT RESOLVED, by the Fire Board of the Coastsides Fire Protection District that the Board hereby approves and authorizes the Deputy Fire Chief to execute on the District's behalf a contract with PBK for architectural design services for the Fire Station 44 Replacement Project in an amount not to exceed \$914,100 and consistent with the terms and provisions shown in the form contract attached as Exhibit A.

PASSED AND ADOPTED as a Resolution of the Coastsides Fire Protection District at the regular meeting held on the 22nd day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gary Burke, Board President

ATTEST:

Deputy Chief Jonathan Cox, District Secretary

EXHIBIT A

**FORM ARCHITECTURAL DESIGN SERVICES AGREEMENT FOR THE STATION 44
REPLACEMENT PROJECT**

ARCHITECTURAL DESIGN SERVICES AGREEMENT FOR THE FIRE STATION 44
REPLACEMENT PROJECT

THIS AGREEMENT, made and entered into this 23rd day of February, 2023, by and between the COASTSIDE FIRE PROTECTION DISTRICT, hereinafter referred to as “DISTRICT,” and PBK Architects, Inc., hereinafter referred to as “CONSULTANT”.

WITNESSETH

WHEREAS, DISTRICT desires to replace its Fire Station No. 44 and requires architectural design and project administration services; and

WHEREAS, DISTRICT desires to engage CONSULTANT to provide these services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services through its proposal in response to the DISTRICT’s Request for Proposals and on the terms and in the manner set forth herein:

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

1.1 FIRE CHIEF

The term “Fire Chief” means the duly appointed Deputy Fire Chief of the Coastsides Fire Protection District, California, or his designated representative.

1.2 PROJECT

The term “project” means the work described in Exhibit “A” entitled “Statement of Consultant Service” attached hereto and made a part hereof.

SECTION 2 – ATTACHMENTS

2.1 EXHIBIT “A” – STATEMENT OF CONSULTANT SERVICES

The Statement of CONSULTANT Services identifies the scope of the project and CONSULTANT services.

2.2 EXHIBIT “B” – KEY CONSULTANT STAFF AND SUBCONSULTANTS

The CONSULTANT staffing and subconsultants exhibit provides a list of key personnel to be dedicated to subject project, including list of all subconsultants.

2.3 EXHIBIT “C” – PROJECT SCHEDULE

The Project Schedule is the time frame by which CONSULTANT will complete the work described in EXHIBIT “A” – STATEMENT OF CONSULTANT SERVICES.

2.4 EXHIBIT “D” - SCHEDULE OF COSTS

Schedule of Costs details CONSULTANT'S negotiated fee.

2.5 EXHIBIT “E” – INSURANCE FORMS

All required certificates of insurance and endorsement as required herein shall be provided by CONSULTANT to DISTRICT prior to the start of work on the project.

SECTION 3 – PROJECT COORDINATION

3.1 DISTRICT

The Fire Chief or his representative, is hereby designated as the PROJECT MANAGER for the DISTRICT and shall supervise the progress and execution of this Agreement.

3.2 CONSULTANT

Bill Louie is designated as the PROJECT DIRECTOR for CONSULTANT. Austin Dunklee is assigned as PROJECT COORDINATOR for CONSULTANT and shall represent CONSULTANT during the day-to-day work on the Project. Should circumstances

or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR or PROJECT COORDINATOR for any reason the PROJECT DIRECTOR or PROJECT COORDINATOR designee shall be subject to the prior written approval of DISTRICT.

SECTION 4 – SCOPE OF PROJECT

4.1 The services to be provided are architectural design and project administration services for the DISTRICT's Fire Station 44 Replacement Project.

4.2 The Scope of Work to be executed by CONSULTANT is as described in Exhibit "A" – Statement of Consultant Services, attached hereto and made a part hereof; performance of which shall be in compliance with requirements stated hereinafter.

SECTION 5 – GENERAL PROVISIONS

5.1 RESPONSIBILITIES OF THE CONSULTANT

- a. CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all studies, reports, designs, drawings, specifications and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any negligent errors or deficiencies in its studies, reports, designs, drawings, specifications, and other services.
- b. It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done hereunder and that DISTRICT relies upon the skill of CONSULTANT to do and perform the work in a skillful, professional manner and CONSULTANT agrees to thus perform the work. Approval by DISTRICT

of drawings, designs, specifications, and other incidental architectural-engineering work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical accuracy of the work. CONSULTANT shall be and remains liable to DISTRICT in accordance with applicable law for all damages to DISTRICT caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

- c. Where a negligent error and/or omission occurs that is attributable to the CONSULTANT and that negligent error and/or omission causes a delay of time and/or additional costs, the CONSULTANT shall assume the responsibilities for costs, caused by damages associated with that error and/or omission. Additionally, CONSULTANT shall defend and indemnify, to the fullest extent permitted by law, the DISTRICT in regard to any and all claims submitted by the contractor due to CONSULTANT'S error.
- d. CONSULTANT'S key personnel to be dedicated to the subject project are shown in Exhibit "B". Any subsequent changes to this list shall be subject to approval by DISTRICT.

5.2 CHANGES

- a. DISTRICT may, at any time, by written agreement make changes within the general scope of work in services to be performed. If such changes cause an increase or decrease to CONSULTANT'S fees, an equitable adjustment shall be made subject to approval by both DISTRICT and CONSULTANT and the agreement shall be modified in writing. Equitable adjustments shall be made pursuant to the CONSULTANT'S fee schedule attached hereto as Exhibit "D"

and incorporated by this reference. No added compensation for changes resulting from CONSULTANT'S errors and/or omissions shall be allowed, and such services shall be considered as included within the base scope of work.

- b. CONSULTANT shall not be entitled to equitable adjustments for added construction administration services due to errors and/or omissions of the CONSULTANT. To the extent that construction is extended for reasons not attributable to CONSULTANT'S errors and/or omissions, the CONSULTANT'S fees for construction administration shall be adjusted per the schedule of charges in Exhibit "D".
- c. No services for which an additional cost or fee will be charged by CONSULTANT shall be performed or furnished without prior written agreement of DISTRICT.

5.3 TERMINATION

- a. DISTRICT may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time, either for DISTRICT'S convenience or because of the failure of CONSULTANT to fulfill its agreement obligations. Upon receipt of such notice CONSULTANT shall:
 - 1. Immediately discontinue all services affected (unless the notice directs otherwise); and
 - 2. Deliver to DISTRICT all data, drawings, specifications, reports, estimates, and summaries and such other information and materials as may have been accumulated by CONSULTANT in performing this

Agreement, whether completed or in process.

- b. If the termination is for the convenience of DISTRICT, CONSULTANT shall be compensated for all authorized work performed prior to notification of termination but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, DISTRICT may take over the work and prosecute the same to completion by agreement or otherwise. In such case, CONSULTANT shall be liable to DISTRICT for any additional cost occasioned to DISTRICT.
- d. If, after any notice of termination for failure to fulfill Agreement obligations, it is determined that CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of DISTRICT. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) of this clause.
- e. CONSULTANT may terminate this Agreement upon thirty (30) days written notice to DISTRICT, but only in the event of substantial failure of performance by DISTRICT or in the event DISTRICT abandons or indefinitely postpones the Project.
- f. Upon termination of this Agreement or suspension of work on the project by either DISTRICT or CONSULTANT, all duties of DISTRICT and CONSULTANT as set forth in Sections 5.1 and 5.2 herein above shall terminate.

5.4 SUBCONSULTANTS

- a. Subconsultants required by CONSULTANT in connection with the services covered by the Agreement will be limited to such individuals or firms as were specifically identified in Exhibit "B". Any substitution or additions in such subconsultants will be subject to the prior written approval of DISTRICT.
- b. CONSULTANT shall be responsible for employing or engaging all persons and subconsultants necessary to perform the services of the CONSULTANT hereunder and shall be responsible for the performance of their work. No subconsultant of CONSULTANT will be recognized by DISTRICT as such. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and shall keep the work under its control. If any employee or subconsultant of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner he or she shall be discharged immediately from the work under this Agreement on demand of DISTRICT.

5.5 REQUIREMENTS FOR REGISTRATION OF DESIGNERS

The design of architectural, structural, plumbing and mechanical, electrical, civil or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered in the State of California to practice in their particular professional field. Plans, design calculations and reports shall be stamped and signed.

5.6 HEALTH AND SAFETY CODE

CONSULTANT represents that it is aware of the requirements of the Government Code and Health and Safety Code of the State of California relating to access to public

facilities and accommodations for physically handicapped persons, and relating to facilities for handicapped persons. In accordance with the professional standard of care, CONSULTANT shall comply with such provisions in carrying out the terms of this agreement.

5.7 DESIGN WITHIN FUNDING LIMITATIONS

- a. CONSULTANT shall accomplish the services required under this Agreement so as to permit the award of a contract for the construction of the facilities designed at a price that does not exceed the final estimated construction cost prepared prior to the call for bids. The design shall be economically feasible and aesthetically pleasing to the community. If the lowest responsible bid for the Project received by DISTRICT exceeds the final estimated construction cost prepared prior to the call for bids by 10% or more, DISTRICT shall, at its sole and exclusive discretion:
 1. Give written approval of an increase in such fixed limit; or
 2. Authorize rebidding of the Project within a reasonable time; or
 3. Cooperate with CONSULTANT in revising the Project scope and quality as required to reduce the construction cost.

In the case of option 3, above, CONSULTANT shall, without additional charge, perform such redesign and other services as necessary to bring the construction cost within the fixed limit, provided the construction contract is bid within 6 months of final design submittal.

- b. CONSULTANT will promptly advise DISTRICT in writing if it finds that the Project being designed will exceed or is likely to exceed the funding

limitations and it is unable to design a suitable facility within these limitations. DISTRICT may authorize a change in the scope of the Project as required to reduce the estimated construction cost or alternate bid items may be included to adjust the estimated construction cost to the fixed limit and CONSULTANT shall perform such services as part of the base contract scope of services without additional compensation from DISTRICT.

- c. Statements of probable construction cost and detailed final estimate of construction cost prepared by CONSULTANT represents its best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither CONSULTANT nor DISTRICT has any control over the cost of labor, materials or equipment, contractors' methods of determining bid prices, competitive bidding, or market conditions. Accordingly, CONSULTANT cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other cost estimate prepared by it. Provided, however, this paragraph 5.7(c) does not affect CONSULTANT'S obligations set forth in paragraph 5.7(a) and 5.7(b).
- d. The construction cost shall be the total cost or estimated cost to the DISTRICT of all elements of the Project designed or specified by CONSULTANT.
- e. The construction cost shall include the cost at current market rates of labor and materials furnished by the DISTRICT and equipment designed, specified, selected, or specially provided for by CONSULTANT, plus a reasonable allowance for 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.

- f. Construction cost does not include the compensation of CONSULTANT and CONSULTANT'S consultants, the costs of the land, rights-of-way, financing, or other costs which are the responsibility of the DISTRICT.

5.8 GENERAL STATEMENT OF CONSULTANT SERVICES

As may be necessary to accomplish the work described in Exhibit "A" – Statement of Consultant Services, CONSULTANT shall prepare and furnish to DISTRICT, complete and ready for use, all necessary studies, reports, preliminary sketches, estimates, working records and other drawings (including large scale details as required), and specifications; shall check shop drawings furnished by the construction contractor; shall furnish consultation and advise as requested by DISTRICT during construction (but not including the supervision of the construction work); and shall furnish all other architectural and engineering services; including, without limitations, those specified hereinafter and required in connection with the accomplishment of DISTRICT projects. It is agreed without limiting the generality of the foregoing that:

- a. CONSULTANT shall attend conferences with DISTRICT, which include evening meetings with the Fire Board, at critical phases of the work as necessary to accomplish the Project.
- b. CONSULTANT shall without additional fee, correct or revise the drawings, specifications or other materials furnished under this Agreement if DISTRICT finds that such revision is necessary to correct errors or deficiencies for

which CONSULTANT is responsible.

- c. CONSULTANT shall perform any other services that may be agreed upon by the parties subsequent to the execution of this Agreement.
- d. Unless otherwise provided in this Agreement, CONSULTANT and CONSULTANT'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.
- e. CONSULTANT shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among CONSULTANT'S promotional and professional materials. CONSULTANT'S materials shall not include the DISTRICT'S confidential or proprietary information if the DISTRICT has previously advised CONSULTANT in writing of the specific information considered by the DISTRICT to be confidential or proprietary. The DISTRICT shall provide professional credit for CONSULTANT on the construction sign and in the promotional materials for the Project.

SECTION 6 – COMPENSATION PROVISIONS

Payment shall be made by DISTRICT only for services rendered and upon submission of monthly Progress Payment Requests. The amount of CONSULTANT'S compensation shall be based on Exhibit "D" – Schedule of Costs, up to the maximum amount set forth.

6.1 CONSULTANT'S FEES

a. Basic Services.

CONSULTANT'S fee and costs for the Scope of Work, Phases 1-7 identified in Exhibit "A" will be for a maximum amount of \$819,100.00.

b. Additional Services to be Provided on an Hourly Basis.

Any additional work will be provided as Additional Services only after written authorization is received to commence those Additional Services. Additional Services will be billed on an hourly basis as shown in Exhibit "D".

c. Reimbursable Expenses.

Payment for reimbursable expenses of the CONSULTANT shall be made as part of the monthly progress payments for services rendered. The reimbursable expenses for Site Specific Services allowed are included in Exhibit "D" and shall collectively not exceed \$95,000.00.

d. For Extra Work or Changes.

Payment for extra work or changes in the work not initiated by CONSULTANT and authorized in writing by DISTRICT shall be made upon submission by CONSULTANT of a statement of itemized costs covering such work. Prior to commencing such extra work or changes, CONSULTANT and DISTRICT shall agree upon an estimated not-to-exceed cost for such extra work. In no event shall CONSULTANT be paid for design work or change order preparation which is necessary because of CONSULTANT'S errors or oversights.

6.2 PAYMENT UPON SUSPENSION OR ABANDONMENT OF PROJECT

If the Project is suspended for more than four (4) months (120 days) or abandoned in whole or in part, CONSULTANT shall be paid its compensation for services performed prior to receipt of written notice from DISTRICT of such suspension or abandonment, together with reimbursable expenses then due. If the Project is resumed after being suspended for more than four (4) months (120 days), any change in CONSULTANT'S compensation shall be subject to renegotiation and, if necessary, approval by the Fire Board.

SECTION 7 – CONSULTANT'S ACCOUNTING RECORDS

Accounting records including extra work and change orders shall be kept by CONSULTANT on a generally recognized accounting basis and shall be available to DISTRICT at mutually convenient times during the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday. Requests to review the records shall be made twenty-four (24) hours prior to review.

SECTION 8 – OWNERSHIP OF DOCUMENTS

8.1 Subject to the provisions of Paragraph 8.2 below, the original drawings, maps, plans, designs, records of survey, work data, specifications and other documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional services, are and shall be the property of DISTRICT whether the Project for which they are made is executed or not.

8.2 Upon termination under Section 5.3 of this Agreement and upon DISTRICT'S payment of the amount required to be paid thereunder, the originals and all drawings, calculations, specifications, and similar documents become the property of DISTRICT, and CONSULTANT shall transfer them to DISTRICT upon request without additional

compensation. DISTRICT shall have the right to utilize any completed or uncompleted drawings, estimates, specifications, and other documents prepared hereunder by CONSULTANT; however, in the event of termination as described in Section 5.3(b) and (d), DISTRICT shall indemnify CONSULTANT against any loss which may be caused to CONSULTANT by such use and reuse.

8.3 The Drawings, Specifications and other documents prepared by CONSULTANT for this Project are instruments of CONSULTANT'S service for use solely with respect to this Project. CONSULTANT'S Drawings, Specifications or other documents shall not be used by the DISTRICT or others on other projects, for additions to this Project or for completion of this Project by others, unless CONSULTANT is indemnified, defended or held harmless by the DISTRICT for any reuse of CONSULTANT'S work.

SECTION 9 – INTEREST OF CONSULTANT

9.1 CONSULTANT INDEPENDENT OF DISTRICT

- a. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this Agreement, no subconsultant or person having such an interest shall be knowingly employed. CONSULTANT shall require that all such persons or subconsultants stipulate in writing that they have no such interest. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of DISTRICT.

- b. It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT, and any of its subconsultants or employees, shall at all times be considered independent contractors and not agents or employees of DISTRICT.

SECTION 10 - INDEMNITY

10.1 CONSULTANT'S DUTY TO INDEMNIFY

- a. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONSULTANT shall defend (with legal counsel reasonably acceptable to the DISTRICT), indemnify and hold harmless DISTRICT, its Board, commissions, officers, employees and agents (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONSULTANT or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such

Indemnitee.

- b. To the extent there is an obligation to indemnify under this Section 10, CONSULTANT shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONSULTANT'S negligence, recklessness, or willful misconduct.

10.2 LIABILITY OF THE DISTRICT

- a. The DISTRICT'S liability under this Agreement shall be limited to the payment of the compensation provided for in Section 6, Compensation Provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- b. The DISTRICT shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented, or loaned to CONSULTANT by the DISTRICT. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless the DISTRICT from and against any and all claims for any damage or injury of any type, including attorneys' fees and expenses, and consultants'

or experts' fees and expenses, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, the DISTRICT employees or third parties, or to property belonging to any of the above.

- c. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, and limitations of remedy expressed throughout this Agreement shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party[s] indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, or completion of Project. If CONSULTANT fails to perform any of these defense or indemnity obligations, DISTRICT may in its discretion backcharge CONSULTANT for its costs and damages resulting therefrom and withhold such sums from payments due or other contract monies that may become due.

SECTION 11 – INSURANCE

CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT'S services to be performed hereunder covering DISTRICT'S risks in form subject to the approval of the DISTRICT'S General Counsel and DISTRICT'S Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

Insurance Category

Minimum Limits

Workers' Compensation	Statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT'S vehicle usage in performing services hereunder)
Professional Liability	\$2,000,000 per claim and aggregate

Concurrently with the execution of this Agreement, and to be included hereto as Exhibit "E," CONSULTANT shall furnish, on form(s) acceptable to the DISTRICT, certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- a. Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- b. Naming the Coastside Fire Protection District, its Board, officers, commissions, employees and agents, as additional insureds; and
- c. Providing that CONSULTANT'S insurance coverage shall be primary insurance with respect to DISTRICT, its Board, officers, commissions, employees and agents, and any insurance or self-insurance maintained by DISTRICT for itself, its Board, officers, commissions, employees or agents shall be in excess of CONSULTANT'S insurance and not contributory with it.

SECTION 12 – WORKERS' COMPENSATION

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

SECTION 13 – AGREEMENT BINDING

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

SECTION 14 – NONASSIGNABILITY

14.1 PERSONAL SERVICES OF CONSULTANT

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted in whole or in part by CONSULTANT without the prior written consent of DISTRICT.

SECTION 15 – WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 – COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms of this Agreement or

arising out of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such action.

SECTION 17 - NONDISCRIMINATION; PENALTY

17.1 DUTY OF CONSULTANT

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, national origin, ancestry, religion, or sex. The CONSULTANT will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, national origin, ancestry, religion, or sex. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336), which prohibits discrimination on the basis of disability. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

17.2 PENALTY FOR DISCRIMINATION

- a. If CONSULTANT is found in violation of the non-discrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, DISTRICT shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the

sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of violation of contract under this section.

- b. If CONSULTANT is found in violation of the non-discrimination provision of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, CONSULTANT shall be found in material breach of this Agreement. Thereupon DISTRICT shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Two Hundred Fifty Dollars (\$250) for each calendar day during which CONSULTANT is found to have been in such noncompliance as damages for said breach of contract or both.

SECTION 18 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

SECTION 19 – MEDIATION

Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and

making a good faith effort to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.

SECTION 20 – CONFLICT OF INTEREST

CONSULTANT may serve other clients, but none that would place CONSULTANT in a “conflict of interest” as that term is defined in State law.

SECTION 21 – NOTICES

All notices or documents hereunder specifically requested by the DISTRICT shall be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To DISTRICT: Coastside Fire Protection District
 1191 Main Street
 Half Moon Bay, CA 94019
 Attention: Fire Chief

All correspondence to CONSULTANT shall be addressed to:

To CONSULTANT PBK Architects, Inc.
 1110 Iron Point Road, Suite 200
 Folsom, CA 95630
 Attention: Bill Louie, Principal in Charge

SECTION 22 – ALL COVENANTS AND CONDITIONS

All provisions of this Agreement are expressly made conditions.

SECTION 23 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

23.1 This document represents the entire and integrated agreement between DISTRICT and CONSULTANT and supersedes all prior negotiations, representations, and

agreements either written or oral.

23.2 This document may be amended only by written instrument, signed by both DISTRICT and CONSULTANT.

SECTION 24 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, DISTRICT and CONSULTANT have executed this Agreement the day and year first above written.

DISTRICT:

Jonathan Cox
Deputy Fire Chief

Date

CONSULTANT:

Bill Louie
Principal

Date

Attachments:

EXHIBIT "A" – STATEMENT OF CONSULTANT SERVICES

EXHIBIT "B" – KEY CONSULTANT STAFF AND SUBCONSULTANTS

EXHIBIT "C" – PROJECT SCHEDULE

EXHIBIT "D" – SCHEDULE OF COSTS

EXHIBIT "E" – INSURANCE FORMS

EXHIBIT A

SCOPE OF WORK FOR FIRE STATION 44 REPLACEMENT PROJECT SERVICES

SCOPE OF WORK

General Requirements:

1. The consultant shall provide architectural design, documentation, bid, contract administration, and construction management support services for the replacement fire station project.
2. The consultant shall be responsible for submitting completed documents for review and approval by the County (permitting agency). Drawings required for this submittal shall include, but may not be limited to:
 - a. Site Plan
 - b. Schematic Floor Plan
 - c. Preliminary Utility Plan
 - d. Schematic Building Elevations
 - e. Conceptual Landscaping Plans
 - f. Exterior Color and Materials Sample Boards
 - g. A colored rendering of the station
3. Drawings will include color and material callouts, as well as colored building elevation drawings. No models are anticipated to be included in this submittal.
4. The consultant shall prepare construction documents and submit the final drawings to the County for permitting approvals.
5. The consultant shall be available for presentations to the board and during public meetings and present the design to various stakeholders. Proposal must assume at least three board meeting presentations and three community meeting presentations.
6. Make presentation to the Coastside Fire Protection District Board of Directors to describe project concept, design, and budget.
7. Make required modifications to schematic design to obtain schematic design approval.
8. After obtaining written approval of schematic design, proceed into design development.
9. Attend progress meetings with District staff as well as semi-regular coordination meetings.

Phase 1: Project Initiation

An organization and scoping meeting will be held with District staff:

1. Introduce the District staff to the consultant design team
2. Review objectives of the Project

3. Confirm overall Project Budget
4. Review scope of services
5. Confirm Project areas/boundaries
6. Collect available data, feasibility study materials, and published material
7. Prepare meeting and presentation schedule

Phase 2: Space Plan and Site Analysis Review

Analyze existing and built elements within the proposed project areas to guide design.

1. Natural Site Elements
 - a. Topographic Survey: The design consultant is responsible to have a topographic survey performed for the project site. Survey to provide information of grades to the nearest 0.1 ft., boundary lines, easements, existing vegetation, utility lines, manholes, valve cans, fences, curbs, sidewalks, streetlights, and other site elements that could impact the design.
 - b. Geotechnical Report: The design consultant is responsible to have a soils report produced for the project site.
2. Built Site Elements
 - a. Lighting Study: The design consultant is responsible to perform a lighting study for the existing and proposed site conditions.
 - b. Existing Infrastructure: Investigate and plan for all needed changes to existing site infrastructure.
 - c. Pedestrian & Bike Access: Review existing pedestrian and bike access to and through the sites.
 - d. Permits, agreements, and easements: Investigate all requirements for construction.
 - e. Create a checklist of all permits required and impacts to schedule related to these permits.
3. Develop design program based on meetings with District staff during Phase 1.
4. Refine existing feasibility study space programming based on project priorities, existing site elements and anticipated construction costs.
5. Discuss design approach in moving forward with multiple concepts for Phase 3.

Phase 3: Develop Concept Designs

Develop at least three concept designs for building construction and site development, base needs identified for the Fire Station Building and the most effective and efficient use of space in terms of space programming for the building. Concept designs will take into consideration the program and construction elements of the existing site. It is anticipated that during this task that there will be multiple meetings between the District and the Design Team. Finalized concept/schematic designs will include at minimum the following items:

1. Site layouts, renderings, and schematics.

2. Budget level cost estimates; itemized costs for budgeting purposes.
3. Finalized schedules and project milestones including bidding and construction schedules.
4. Based upon a mutually agreed-upon program for site development, define schedule, produce schematic level site plan, floor plan, elevations, sections, diagrams, and narratives to describe structural, mechanical, and electrical designs.
5. Consultant shall review, analyze, and identify environmental impacts, including but not limited to, removal of vegetation, demolishing curb, gutter, and pavement areas, visual, tree canopy, parking, lighting, and construction impacts. Consultant shall be responsible for providing all documentation relating to the physical attributes of the Project as it relates to meeting CEQA analysis and approval requirements.
6. Consultant shall review, analyze, and identify storm water infrastructure to comply with regulations relating to storm water.
7. Prepare selected concept for review by District and County:
 - a. Upon selection of final concept by the District staff, the consultant shall update and prepare a final concept design.
 - b. Final concept design shall be presented to the board.
 - c. Exterior renderings of the final concept design shall be prepared for the County Planning Commission, and other regulatory agencies, as needed.
 - d. Adjustments to the final concept design shall be made in coordination with District staff following the two previously listed meetings and as required by permitting agencies.
 - e. Final concept design, exterior renderings, and a concept level cost estimate shall be prepared and presented to the District staff.

Phase 4: Design Development

Facility Design Documents - 60% Submittal. The design consultant is to prepare construction floor plans, building elevation and site plan estimates and specifications for the Project. Plans to meet all ADA requirements and include all structural details and specifications for proposed work.

Construction Package to include (including manufacturer's specifications, where required):

1. Existing Site Survey Plan
2. Demolition and Tree Protection Plan
3. Grading & Drainage Plan & Details
4. Street and Sidewalk Improvement Plan
5. Layout Plan
6. Mechanical, plumbing, and electrical designs
7. Preliminary interior material and color boards for review and selection
8. Preliminary fixture and furniture selections
9. HVAC Plan & Details

10. Lighting Plan and Details
11. Electrical Plan and Details
12. Fire Sprinkler Plan and Details
13. Fire Station Alerting Details
14. Alarm Plan and Details
15. Irrigation Plan & Details
16. Planting Plan & Details (including any impacts to existing trees)
17. Parking and Lighting Plan & Details
18. Security Camera Plan & Details
19. Storm Water Pollution Prevention Plan
20. Storm Water Mitigation Plan and required calculations for the Project
21. Written specification Package
22. Construction cost estimate

The design consultant is to prepare a construction cost estimate based on the cost analysis prepared in Phase 3 and value engineering to ensure the Project remains within the construction budget. Consultant shall revise the project schedule to identify milestones.

At completion of this phase the plans may return to Planning Department or other permitting agencies, as required. This will depend on the significance of changes from the concept designs previously presented. Following these meetings, the consultant will be required to develop a phasing plan to budget requirements.

The design consultant shall submit 60% plans formally to the County and any other permitting agency, on behalf of the District for review. The District shall pay the County, or other permitting agency, directly for all permitting and design review fees. The consultant shall be responsible for completing all submission requirements. All comments from the review shall be incorporated in the 90% submittal.

Five (5) sets of 60% design plans for District and County review (11"x17"), five (5) sets of draft Technical Special Provisions and 60% level Construction Cost Estimate. Additionally, electronic sets of all 60% plans will be made available to the District.

Phase 5: Environmental Clearance

The Consultant shall prepare a California Environmental Quality Act (CEQA) analysis. The CEQA analysis should support the type of reporting warranted such as, exempt, Environmental Impact Report (EIR), negative mitigated declaration, or negative declaration. The District anticipates that an EIR will be filed and thus this item should be accounted for as part of the analysis. Deliverable includes CEQA analysis report and EIR.

Phase 6: Construction Documents

Prepare drawings and specifications suitable for bidding to clearly delineate the

Contractor's scope of work, including required civil, architectural, structural, mechanical, plumbing, electrical and landscape plans. Required demolition plans must be included, as well as plans for continuity of operations for on-site communications equipment. Construction documents will incorporate geotechnical requirements and recommendations for soil preparation, foundation, and paving design. Construction Documents Phase – 90% and 100% Submittals

1. Confer with District staff to respond to and address permitting and community comments on Design Development phase drawings.
2. Revise and complete the construction documents (drawings and specifications) to a 90% submittal stage, based on the comments on the Design Development submittal. This submittal will be reviewed for final plan check by permitting staff and should include, the 90% and 100% complete construction plans, specifications and estimates, all appurtenant information and design analyses required for building permits, if required, such as final structural calculations and technical information for any equipment or furnishings not previously reviewed. Except for printing and binding, the 90% complete construction documents, from a content viewpoint, should be ready for bidding with all technical specifications for site improvements, equipment and furnishings, value engineering, final cost estimate and phasing plan, 100% complete.
3. Final Statement of Probable Costs. A final statement of probable construction cost shall be prepared and submitted. This estimate shall be used as the District's estimate for bid comparisons and to establish the anticipated Construction Budget.
4. The design consultant shall submit applications for a Building Permit and any other required permits and shall be responsible for obtaining permit approval(s). The District shall pay permitting fees to permitting agencies directly. Consultant shall perform all required revisions to construction documents based on permitting departments' plan check comments and obtain all required permits.
5. Submit plans to local utility companies for review and obtain approvals, as needed. The District shall pay all utility application and permitting fees directly.
6. Five (5) sets of 90% design plans for District and County review (11"x17"), five (5) sets of draft Technical Special Provisions and 90% level Construction Cost Estimate. Additionally, electronic sets of all 90% plans will be made available to the District.

Construction Documents Phase – 100% Submittal/Bid Documents

1. Address final review and plan check comments from District staff, revise the construction documents, and furnish signed reproducible copies of the 100% complete construction documents (Plans, Estimates & Technical Specifications) ready for reproduction and binding for bidding purposes by the District. District staff will prepare and include the Notice Inviting Bids, Proposal Requirements and Instruction to Bidders, all required Proposal and Bond forms, and Conditions of the Contract.
2. Prepare or review bid schedule(s) in consultation with District staff.

3. Provide final original drawings and specifications use in the bid packages. Coordinate with and assist District in assembling bid packages.
4. Interpret and clarify contract documents for prospective bidders and assist in drafting bid packet addenda as required.
5. Attend a pre-bid walkthrough at the site with all interested prospective bidders.
6. Participate in bid opening, review contractor's detailed cost breakdown, and assist the District in evaluation of the bids.
7. Five (5) sets of 100% Plans, Specifications and Estimates (PS&E) for District and County review (11"x17" half size) and electronic submittal of the 100% PS&E. Additionally, electronic sets of all 100% plans will be made available to the District.

Phase 7: Basic Construction Observation and Contract Administration Services

This work shall consist of construction supervision and administration of the construction contract through the period of construction. The district anticipates an eighteen-month construction period, from contract award through punch-list inspection and project acceptance. However, the contract administration services shall extend until the end of the project, regardless of actual construction time. The following services shall be provided:

1. Consultant shall attend the District construction conferences with the contractors at a minimum of twice per month.
2. Interpret contract documents (including all sub-contractor disciplines) for proper execution and progress of construction, including responding to contractor's Change Order Requests and Requests for Information and clarification, and issue Architect's Supplemental Instructions.
3. Make one scheduled site visit every week during construction to observe the project and prepare site visit reports for the District.
4. Consultant shall visit the site, attend job meetings, and prepare meeting notes for the District at appropriate intervals for the purpose of becoming generally familiar with, and to keep the District informed about, the progress and quality of the completed portion of the work, and to determine if the work will be in accordance with the Contract Documents when completed. The consultant shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or the safety precautions and program in connection with the work since these are solely the Contractor's rights and responsibilities under the Contract Documents.
5. Consultant shall report to the District on any deviations from the Contract Documents and on the progress of the Project.
6. Consultant shall review and take appropriate action upon contractor's Requests for Information and submittals such as Shop Drawing, Product Data, and Samples, for the purpose of checking for visual design concept and conformance in a timely manner to enable construction to proceed on schedule.
7. Consultant shall review and approve all shop drawings or materials submittals.
8. Consultant may authorize minor changes in the work that are consistent with the

intent of the contract documents and do not involve an adjustment in the contract price and/or an extension of the contract time.

9. Consultant shall generate supplemental drawings and clarifications, if required, as a basic service.
10. Consultant shall provide all necessary architectural and other design services as required by the General Conditions of Contract for this Project, including submittal and shop drawing review, responding to Contractor requests for information, attendance at construction progress meetings, Project close-out, and other tasks that are referred to in the General Conditions of Contract for this Project.
11. Assist District in review of Contractor's initial and progress schedule. Assist in reviewing and processing contractor's progress payment requests and certifying the amounts due to the Contractor.
12. Consultant shall perform an inspection with the District, when requested by the Contractor, for the purpose of preparing a punch list of incomplete and/or unacceptable work for the District's review. Upon receiving notice from the Contractor that the punch list items are completed, consultant shall make a final inspection of the Project with the District for the purpose of signing off the completed punch list items in accordance with the requirements of the construction documents.

Additional Services

Additional services will be provided only as authorized in writing and on an hourly basis unless otherwise approved. Additional services must be brought to the attention of the District prior to commencement of the task and/or activity.

EXHIBIT B

KEY CONSULTANT STAFF AND SUBCONSULTANTS

CONSULTANT designates the following key personnel who will be engaged in the work required under Exhibit A:

BILL LOUIE, Architect, AIA, Principal

Bill will serve as the Principal-in-Charge and Project Architect for the duration of the project. Bill completed his first fire station in 1986 and has completed more than 30 essential service facilities since. Bill will be the primary day-to-day contact and will be working closely with the Project Committee and all members of the PBK consulting team. Bill will manage the contract agreement and monitor scope, budget, and schedule requirements.

MAX MEDINA, Architect, AIA, Principal

Max will serve as Co-Principal and Technical Advisory Director for the duration of the project. He brings over 30 years of experience in the public service sector and has completed numerous facilities. Max and Bill have been working together for over 35 years focusing on mainly public service facilities and educational facilities.

JEFFERSON YU, Senior Project Manager

Jeff will serve as the in-house Project Manager and will be actively involved in all aspects of the project. Jeff will primarily be responsible for assisting in the verification of field conditions, and preparation of required graphic material, reports, charts, and other documents to support the engineering consultant team. Jeff will manage the consultant engineering team in preparation of final construction documents and approvals.

AUSTIN DUNCKLEE, Architect, Project Manager

Austin will serve as a key member of the design phase assisting in the verification of field conditions, and preparation of required graphic material, reports, charts, and other documents to support the engineering consultant team.

CONSULTANT has identified the following subconsultants that will provide services in support of and at the direction of CONSULTANT:

CIVIL ENGINEERING

MCR Engineering
1242 Dupont Court
Manteca, CA 95336
(209) 239-6229

STRUCTURAL ENGINEERING

MLA Structural Engineers
1132 Suncastr Lane, Suite 6
El Dorado Hills, CA 95762

(916) 941-2425

LANDSCAPE ARCHITECT

Wilson Design Studio Landscape Architecture (WDSL A)
1631 Alhambra Boulevard, Suite 100
Sacramento, CA 95816
(916) 524-5614

MECHANICAL & PLUMBING ENGINEERING

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

ELECTRICAL ENGINEERING

A & F Engineering Group
9320 Baseline Road, Suite C
Rancho Cucamonga, CA 91701
(909) 941-3008

COST ESTIMATING

Silva Cost Consulting
1521 Corporate Way, Suite 210
Sacramento, CA 95831
(916) 444-1130

ORGANIZATION CHART

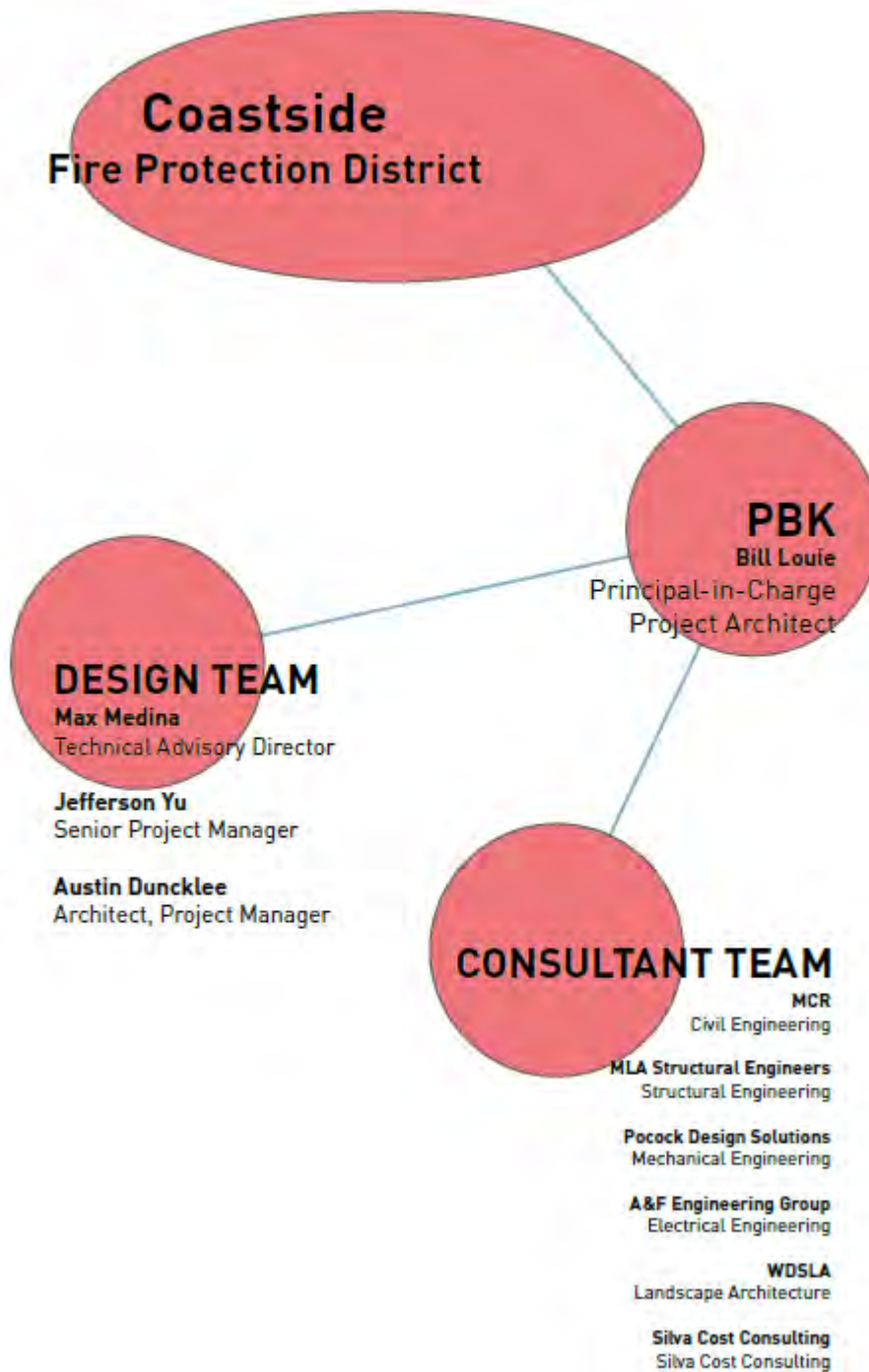


EXHIBIT C
PROJECT SCHEDULE

Preliminary Project Schedule



This preliminary project schedule assumes a Design Contract Award date on February 22, 2023. The schedule follows the District's itemized phase of services. Some activities listed are overlapping and not sequential. Our schedule does hit the District's target tentative completion date of December 2025.

Phase Description	Duration	Start	Completion
1.0 Project Initiation	14		
1. Project kickoff meeting			3/17/2023
2. Review project objectives and scope of services	7	3/17/2023	3/24/2023
3. Confirm project budget and schedule	14	3/17/2023	3/31/2023
4. Collect all available project data, materials, reports, etc.	14	3/17/2023	3/31/2023
2.0 Space Plan and Site Analysis Review	29		
1. Topographic survey	30	3/24/2023	4/23/2023
2. Geotechnical soils report	40	3/24/2023	5/3/2023
3. Conduct detailed site analysis	14	4/1/2023	4/15/2023
4. Identify surface and sub-surface conditions	14	4/1/2023	4/15/2023
5. Develop a final space program	21	4/1/2023	4/22/2023
6. Strategize approach to site layout options	7	4/15/2023	4/22/2023
3.0 Conceptual and Schematic Design	96		
1. Prepare site layout options	14	4/23/2023	5/7/2023
2. Confirm preferred site design layout	7	4/30/2023	5/7/2023
3. Prepare floor plan layout options	14	5/8/2023	5/22/2023
4. Confirm preferred floor plan layout	7	5/15/2023	5/22/2023
5. Prepare exterior building design options	21	5/23/2023	6/13/2023
6. Confirm preferred exterior design	7	6/6/2023	6/13/2023
7. Prepare design narrative for all building systems	14	6/7/2023	6/21/2023
8. Civil design (grading, utility, stormwater)	14	6/7/2023	6/21/2023
9. Prepare final concept design package	7	6/14/2023	6/21/2023
10. Update project schedule and prepare cost estimate	7	6/14/2023	6/21/2023
11. Present design to all regulatory agencies	21	6/22/2023	7/13/2023
12. Modify design as necessary and prepare final conceptual design for City approval	14	7/14/2023	7/28/2023
4.0 Design Development (60% Submittal)	65		
1. Develop Building Systems (structural, mechanical, plumbing, electrical, fire protection, security system)	50	7/29/2023	9/17/2023
2. Prepare all site improvement design plans	50	7/29/2023	9/17/2023
3. Prepare outline specifications	14	9/3/2023	9/17/2023
4. Update project schedule	14	9/3/2023	9/17/2023
5. Update cost estimate	50	7/29/2023	9/17/2023
6. Submit progress and final set for review	14	9/18/2023	10/2/2023

Phase Description	Duration	Start	Completion
5.0 Environmental Clearance	90		
1. Prepare formal CEQA and EIR	90	7/29/2023	10/27/2023
6.0 Construction Documents (90% and 100% Submittal) and Bid Assistance	275		
1. Review DD phase drawing submittal comments	7	10/3/2023	10/10/2023
2. Prepare 90% construction drawings	80	10/11/2023	12/30/2023
3. Prepare 100% construction drawings	60	12/31/2023	2/29/2024
4. Prepare final project specifications	28	2/1/2024	2/29/2024
5. Prepare final cost estimate	28	2/1/2024	2/29/2024
6. 1st Cycle Plan Check	30	3/1/2024	3/31/2024
7. Respond to Review Comments and Resubmit	14	4/1/2024	4/15/2024
8. 2nd Cycle Plan Check	14	4/16/2024	4/30/2024
9. Respond to 2nd Cycle Comments and Resubmit	10	5/1/2024	5/11/2024
10. Approval Permit Set			5/11/2024
11. Advertise for Bids, Pre-Bid Conf, Addenda	30	5/12/2024	6/11/2024
12. Open Bids / Assist in Bid Review	7	6/12/2024	6/19/2024
13. Notice to Award	14	6/20/2024	7/4/2024
7.0 Construction Administration	537		
1. Contract Execution / Mobilization	30	7/5/2024	8/4/2024
2. Construction	460	7/21/2024	10/24/2025
3. Punch List / Final Completion	60	10/25/2025	12/24/2025

Prepared By:



BILL LOUIE
Architect, AIA
Principal
email: bill.louie@pbk.com



EXHIBIT D

SCHEDULE OF COSTS

Pursuant to Section 6 of the Agreement, CONSULTANT fee for all services shall not exceed \$819,100.00 as detailed below. Total compensation paid to CONSULTANT, including Reimbursable Expenses for site specific services, shall \$914,100.00 (\$819,100.00 CONSULTANT fixed fees; \$95,000.00 in Site Specific Reimbursable Services).

BASIC ARCHITECTURAL SERVICES		
Phase 1	Project Initiation	\$ 16,400.00
Phase 2	Space Plan and Site Analysis Review	\$ 65,500.00
Phase 3	Conceptual and Schematic Design	\$ 90,100.00
Phase 4	Design Development	\$ 106,500.00
Phase 5	Environmental CEQA	\$ 24,600.00
Phase 6	Construction Documents and Bid	\$ 352,200.00
Phase 7	Construction Observation and Contract Administration	\$ 163,800.00
TOTAL (Lump Sum Fixed Fee)		\$ 819,100.00

Requested Site Specific Reimbursable Services

Topographic Site Survey	\$ 25,000.00
Geotechnical Investigation and Report	\$ 30,000.00
Environmental CEQA	\$ 40,000.00

Reimbursable Expenses

General copies for progress reviews, travel costs and mail are covered under our proposed fixed fee. Bulk copies for bid set distribution or City internal staff distribution shall be billed at direct cost with no markup.

Invoicing

Our invoicing will occur at monthly intervals until completion of all services. The format will be itemized by work phase tasks and billed at completion of each task for that month.

Excluded Services

- Hazardous materials assessment and abatement of existing building
- Street improvements beyond project frontage
- Special foundation design (such as mat slab, piers, caisson)
- Traffic study
- Solar array system design and details
- LEED registration, certification, and commissioning
- Noise studies and measurement
- Hydrology report, SWPPP or NOI plan
- Security intrusion alarm system
- Video surveillance system

PBK Hourly Rate Schedule

ROLE	RATE
Principal in Charge	\$260.00
Design Director	\$220.00
Senior Project Manager	\$210.00
Senior Project Architect	\$210.00
Project Manager	\$190.00
Project Architect	\$185.00
Project Leader / Technical Leader	\$155.00
Project Coordinator	\$140.00
Architectural Intern / Designer	\$130.00
Intern	\$100.00
Senior Project Designer	\$200.00
Project Designer	\$185.00
Design Leader	\$140.00
Designer II	\$135.00
Designer	\$110.00
Senior Educational Facilities Planner	\$230.00
Facilities Planner	\$185.00
Senior Construction Administrator	\$210.00
Construction Administrator	\$175.00
Sustainable Designer	\$160.00
Specification Writer	\$185.00
Agency Compliance	\$110.00
Cost Estimator	\$210.00
Clerical / Office	\$110.00

EXHIBIT E

INSURANCE FORMS FOR STATION 44 DESIGN SERVICES

CONSULTANT shall provide Certificates of Insurance and original Endorsements affecting the coverages specified in Section 11 - INSURANCE of the Agreement on the attached forms.

ATTACHED:

1. Certificate of Insurance
2. General Liability Endorsement
3. Automobile Liability Endorsement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2618 E Broadway Pearland TX 77581	CONTACT NAME: PHONE (A/C, No, Ext): 281-485-7500		FAX (A/C, No): 281-485-6933
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Continental Casualty Company			20443
INSURER B : LM Insurance Corporation			33600
INSURER C : Liberty Mutual Fire Insurance Company			23035
INSURER D :			
INSURER E :			
INSURER F :			

INSURED PBKARCH-01
 PBK Architects, Inc.,
 Attn: Accounts Payable
 11 Greenway Plaza, Suite 2210
 Houston TX 77046-1104

COVERAGES

CERTIFICATE NUMBER: 1120109761

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		TB5-Z91-472898-022	4/25/2022	4/25/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-Z91-472898-032	4/25/2022	4/25/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7-Z91-472898-052	4/25/2022	4/25/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-Z91-472898-012	4/25/2022	4/25/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Claims Made Form			AEH591912035	8/1/2022	8/1/2023	Each Claim Aggregate	\$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability, Auto, Professional Liability and Workers Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

General Liability is primary & non-contributory when required by written contract, agreement or permit.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Coastside Fire Protection District
 1191 Main Street
 Half Moon Bay CA 94019

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED PBK Architects, Inc., Attn: Accounts Payable 11 Greenway Plaza, Suite 2210 Houston TX 77046-1104	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Auto liability is primary & non-contributory as respects the insured's owned & covered vehicles.

The umbrella is follow form and does not include the professional liability.

Additional Insureds: Fire Protection District, its Board, officers, commissions, employees and agents

COMPLETE NAMED INSURED:

PBK Architects, Inc.

PBR Architects, Inc. Suite 2210

PBK Architects, Inc. d/b/a PBK Engineers Houston, TX 77046

PBK Architects, Inc. d/b/a PBK Roof Consultants

PBK Architects, Inc. d/b/a PBK Facility Consulting

PBK Architects, Inc. d/b/a PBK Architects

PBK, Inc.

PBK Architects, Inc. d/b/a PBK Healthcare

PBK Architects, Inc. d/b/a Campaign Communications

PBK Architects, Inc. d/b/a PBK Engineering

PBK Architects, Inc. d/b/a Cunico Consulting

PBK Architects, Inc. d/b/a PBK Sports

PBK Architects, Inc. d/b/a PBK University

PBK Architects, Inc. d/b/a PBK Higher Education

PBK Architects, Inc. d/b/a PBK Higher Ed

PBK Architects, Inc. d/b/a PBK Interiors

PBK Architects, Inc. dba PBK

PBK Architects, Inc. dba DIG Engineers

PBK Architects, Inc. dba LEAF Engineers

PBK Architects, Inc. dba The Educated Vote

PBK Architects, Inc. dba Building Envelope & Asset Management Professionals (BEAM)

Smith Iwanaga Milhous Pryce Architects, Inc. (legal)

S.I.M Architects, Inc. (DBA)

SIM+PBK (DBA)

PBK Architects, Inc. dba Edgeland Design Group 11/2/2021

PBK Architects, Inc. dba Kubala Engineers 9/30/2021

Wolff/Lang/Christopher Architects, Incorporated 2/1/2022

WLC Architects, Inc. 2/1/2022

WLC Architects 2/1/2022

PBK-WLC 2/1/2022

PBK-WLC Architects 2/1/202

PBK Holdco LLC (added 6/21/22)

PBK IntermediateCo, Inc. (added 6/21/22)

Manley Spangler Smith Architects, P.C. (added 9/15/22)

Manley Spangler Smith Architects, a Professional Corporation

Spangler & Manley Architects, P.C.

MSSA-PBK

MSSA-PBK Architects

PBK Architects, Inc. dba Blue Ring Creative (9/28/22)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status. Location: All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION
COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT
FOR ALL PROJECTS AND LOCATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":
1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.
 5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
 6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".
- F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Schedule

Designated Construction Project(s) or Designated Location(s):

All "locations" and all construction projects at which you are performing ongoing operations.

Total Aggregate Limit for all Projects and Locations: \$ 20,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
<p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A.** There is no similar insurance available to that organization;
- B.** Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1.** The 90th day after you acquire or form the organization; or
 - 2.** The end of the policy period,whichever is earlier; and
- C.** The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

Paragraph **A.1. Who Is An Insured** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion **B.5.** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion **6.** in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion **B.3.a.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** and **A.2.b.** of **SECTION IV- BUSINESS AUTO CONDITIONS** are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B.** For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C.** Paragraph **A.4.b.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

- A.** This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

- B. SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. **SECTION III - PHYSICAL DAMAGE COVERAGE** is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.

- D. This coverage does not apply:
1. While there are spare or reserve "autos" available to you for your operations; or
 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph **A.2.** of the **COMMON POLICY CONDITIONS** is changed to:
2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:
 - (1) 60 days;
 - (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
 - (3) The number of days specified in any other Cancellation Condition attached to this policy,prior to the effective date of the cancellation or non-renewal.
- B. All other terms of Paragraph **A.** of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph **C. Limits Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII.LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule On File With The Company	Per Schedule On File With The Company	Per Schedule On File With The Company

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. Specific Waiver
Name of person or organization

- Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:
All Texas Operations

- 3. Premium:
The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advance Premium:

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-Z91-472898-012

Effective Date

Premium \$

Issued to PBK Architects, Inc.

Endorsement No.

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 60

2. Notice will be mailed to: Per schedule on file with company

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-Z91-472898-012

Effective Date

Premium \$

Issued to PBK Architects, Inc.

Endorsement No.

PBK PROPOSAL



Coastside Fire Protection District

Fire Station # 44 Replacement

PROPOSAL FOR ARCHITECTURAL DESIGN SERVICES







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FIRE STATION 2
FREMONT, CA





November 30, 2022

Jonathan Cox
Deputy Chief
Coastside Fire Protection District
1191 Main Street
Half Moon Bay, CA 94019

Re: Request for Proposal (RFP)
Architectural Design Services
Fire Station #44 Replacement

Dear Selection Committee,

On behalf of our PBK team, thank you for the opportunity to submit our team's proposal for the Coastside Fire Protection District Station #44 Replacement Project. Our firm specializes in the planning and design of fire station and essential service facilities.

Since the completion of our very first essential facility project in 1981, we have designed over 200 fire stations, 40 fire administration buildings, 20 training centers, and hundreds of municipal buildings in California, each of which is specifically tailored to the unique requirements of the fire department and the communities they serve.

PBK is a registered corporation with 550 employees and 250 total staff members dispersed amongst our eight offices throughout California. Your projects will be managed by the professionals in our regional offices located in Sacramento and Folsom. PBK currently has dozens of active public works and educational projects in the Yuba City and Marysville areas.

I've hand-selected a team of professionals who have dedicated their careers to fire station and essential service facilities. As Principal-in-Charge for all project matters, I will closely collaborate with Max Medina (Technical Advisory Director), Jefferson Yu (Senior Project Manager), and Austin Dunclee (Architect, Project Manager) as we employ a **LISTEN, LEARN, and LEAD** management process to concisely monitor project scope, budget, and schedule. Constant free-flowing communication between project team members will ensure that your project is a success by anyone's standards. Our team shall remain in effect for the duration of the project.

As a Principal of the firm, I have the authority to execute legal documents on behalf of PBK and will be your main contact throughout the evaluation process. My project team is ready to begin work immediately upon an executed contract agreement.

We look forward to being of service to Coastside Fire Protection District,



BILL LOUIE
Architect, AIA
Principal
email: bill.louie@pbk.com



Qualifications and Experience



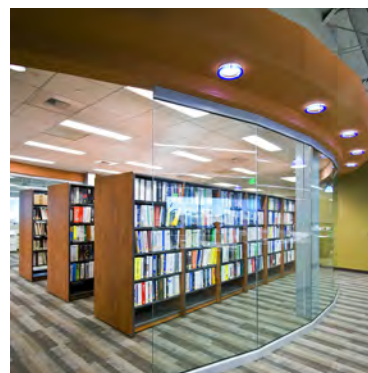
A. INTRODUCTION

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.



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

SACRAMENTO

2520 Venture Oaks, Suite 440
 Sacramento, CA 95833
 916.682.9494

RANCHO CUCAMONGA

8163 Rochester Avenue
 Rancho Cucamonga, CA 91730
 909.987.0909

COSTA MESA

600 Anton Boulevard, Suite 1375
 Costa Mesa, CA 92626
 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

FRESNO

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

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.

FINANCIAL REFERENCES

Mr. Vince Gottuso, Citizens Business Bank. 909.483.4301
 Mr. Scott Maxwell, Swenson Corporation. 909.989.5867
 Ms. Donna Melton, Arthur J. Gallagher 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.

C. PBK TEAM

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.

BILL LOUIE, Architect, AIA, Principal

Bill will serve as the Principal-in-Charge and Project Architect for the duration of the project. Bill completed his first fire station in 1986 and has completed more than 30 essential service facilities since. Bill will be the primary day-to-day contact and will be working closely with the Project Committee and all members of the PBK consulting team. Bill will manage the contract agreement and monitor scope, budget, and schedule requirements.

MAX MEDINA, Architect, AIA, Principal

Max will serve as Co-Principal and Technical Advisory Director for the duration of the project. He brings over 30 years of experience in the public service sector and has completed numerous facilities. Max and Bill have been working together for over 35 years focusing on mainly public service facilities and educational facilities.

JEFFERSON YU, Senior Project Manager

Jeff will serve as the in-house Project Manager and will be actively involved in all aspects of the project. Jeff will primarily be responsible for assisting in the verification of field conditions, and preparation of required graphic material, reports, charts, and other documents to support the engineering consultant team. Jeff will manage the consultant engineering team in preparation of final construction documents and approvals.

AUSTIN DUNCKLEE, Architect, Project Manager

Austin will serve as a key member of the design phase assisting in the verification of field conditions, and preparation of required graphic material, reports, charts, and other documents to support the engineering consultant team.



D. 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

MCR Engineering
1242 Dupont Court
Manteca, CA 95336
(209) 239-6229

MCR Engineering, Inc. is a civil engineering and surveying firm that specializes in land development, master planning, surveying, underground utility, water resource design, and construction administration. We have been working together for almost 10 years.

STRUCTURAL ENGINEERING

MLA Structural Engineers
1132 Suncast Lane, Suite 6
El Dorado Hills, CA 95762
(916) 941-2425

Over the past 13 years PBK and MLA have worked on 13 fire stations together and have completed several other civic projects. MLA has provided engineering services for all of our northern California fire station projects.

LANDSCAPE ARCHITECT

Wilson Design Studio Landscape Architecture (WDSLA)
1631 Alhambra Boulevard, Suite 100
Sacramento, CA 95816
(916) 524-5614

WDSLA and PBK have worked together on 12 projects over the past three years. WDS worked with PBK to complete stations in Menlo Park and San Mateo.

MECHANICAL & PLUMBING ENGINEERING

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

The relationship with PDS and PBK started when PDS was BP & Associates. Together we have completed over 55 projects, 15 of which are fire stations. PDS has provided engineering services for all of our northern California fire station projects.

ELECTRICAL ENGINEERING

A & F Engineering Group
9320 Baseline Road, Suite C
Rancho Cucamonga, CA 91701
(909) 941-3008

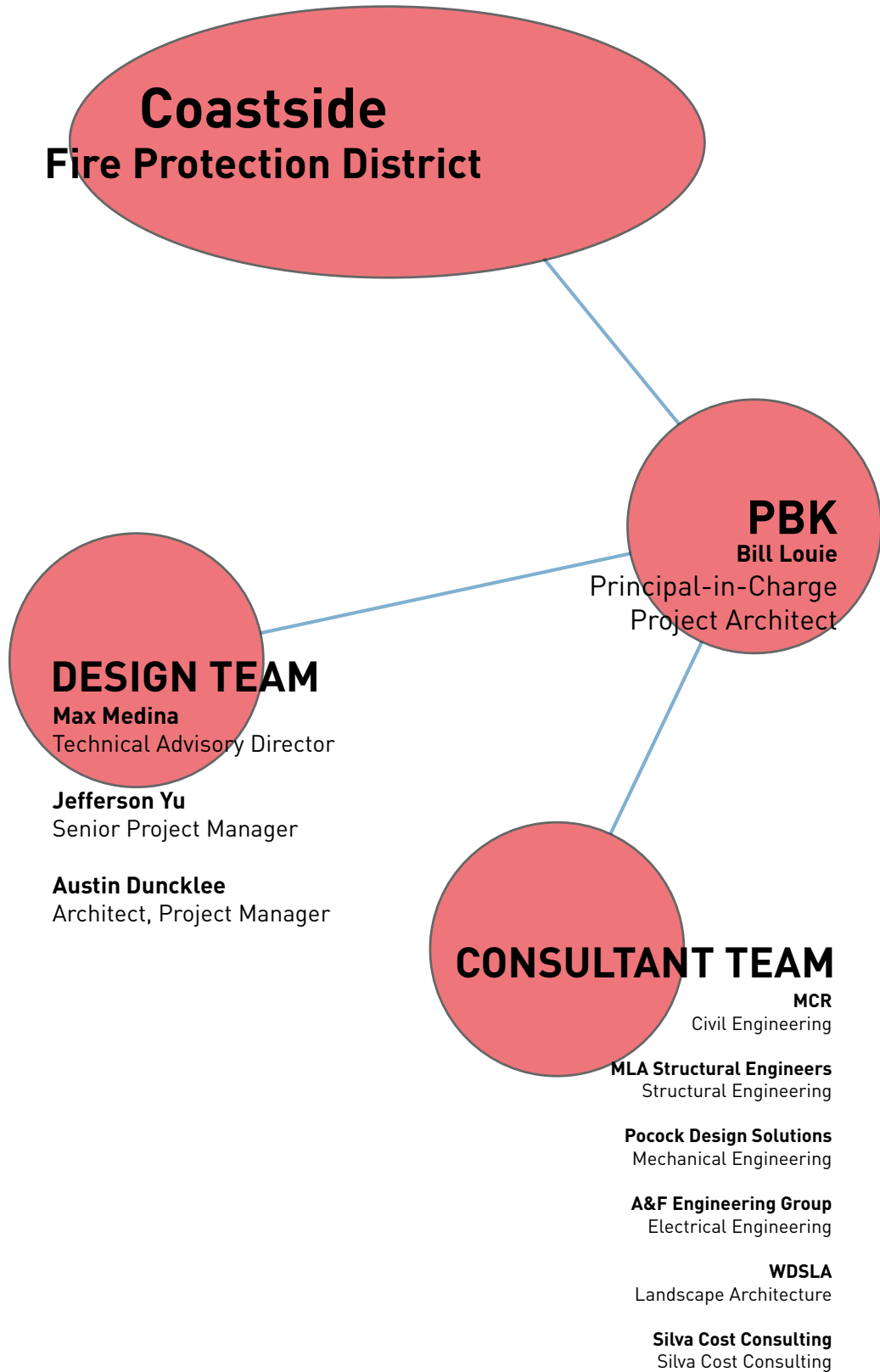
PBK and A&F Engineering Group have a long history together completing 15 fire stations and over 20 other civil projects. A&F Engineering worked with PBK to complete stations in Menlo Park and San Mateo.

COST ESTIMATING

Silva Cost Consulting
1521 Corporate Way, Suite 210
Sacramento, CA 95831
(916) 444-1130

Javier has 18 years of estimating experience and a proven track record for preparing quality and accurate estimates. PBK and Silva Cost Consulting have a long working relationship. Our recent projects together are stations in Menlo Park and San Mateo.

E. ORGANIZATION CHART



F. TEAM EXPERIENCE MATRIX

As demonstrated by this matrix, the PBK project team proposed for your project has a deep history of working together on fire related projects as well as other public facilities.

PROJECTS	PBK Architects	MLA Structural	MCR Civil	PDS Mechanical	A&F Electrical	WDSL Landscape	Silva Cost Consulting
Menlo Park Fire Station 5	X	X	X	X	X	X	X
Menlo Park Fire Station 3	X	X		X	X	X	X
Menlo Park Fire Station 77	X	X		X	X		X
San Mateo Fire Station 25	X	X		X	X	X	X
Patterson Public Safety Center	X	X	X	X	X	X	X
Fairfield Police Department Expansion	X	X	X	X	X	X	X
Roseville Police Department Expansion	X	X		X	X	X	X
Yuba Water Agency - Power Systems HQ	X	X		X	X	X	X
Sacramento Fire Station 15	X	X	X	X	X	X	X
Lathrop Manteca Fire Station 35	X	X		X	X	X	X
Livermore-Pleasanton Fire Station 9	X	X		X	X	X	
Hayward Fire Station 7	X	X		X	X		
San Mateo Fire Station 23	X	X		X	X		
Hollister Fire Station 1	X	X		X	X		
San Jose Fire Station 2	X						
Fremont Fire Station 2	X	X		X	X		
Fremont Fire Station 6	X	X		X	X		
Fremont Fire Station 8	X			X			
Fremont Fire Station 11	X	X		X	X		
Fremont Tactical Training Center	X						
American Canyon Fire and Police	X	X					
Scottsdale Fire Station 1	X			X	X		
Scottsdale Fire Station 8	X			X	X		
Pocket Greenhaven Library, City of Sacramento	X		X	X	X		X
School of Engineering and Sciences, SCUSD	X		X				

G. PROJECT UNDERSTANDING

We understand the District has already dedicated a tremendous amount of time and energy in the development of this project. The space program and initial site diagrams are a great start. All typical fire station program space requirements appear to be accounted for. The critical challenge with this project is in site planning and sequencing construction such that the firefighters can continue to provide uninterrupted daily services.

If selected to work alongside the Coastside Fire Protection District, PBK's work plan would build onto the available completed feasibility study. With our extensive knowledge of fire station design, we bring a second pair of eyes and perhaps an alternative approach from the previous group that prepared the study. We view this step as not to simply regurgitate previous discussions but to bring a different perspective and approach in the decision making process.

PBK's project development process depends on a Listen-Learn-Lead participatory process. This process is further explained in detail later in this proposal. Our management process depends on a common theme... over-communication. We make it a point to never conclude a meeting until all issues are understood clearly and clear decisions are in hand.



Manteca Fire Station 5



River Islands Fire Station 35



San Mateo Fire Station 25



H. FIRE STATION 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.

- Santa Clara County Fire Station
- Menlo Park Fire Station 4
- San Mateo Fire Station 23
- San Mateo Fire Station 25
- Hollister Fire Station 1
- San Jose Fire Station 2
- Fremont Fire Station 11
- Fremont Fire Station 2
- Fremont Fire Station 6
- Fremont Fire Station 8
- Gilroy Fire Station 3
- Red Bluff Fire Station
- Livermore Fire Station 9
- Bickford Ranch Fire Station
- Sacramento Fire Station 15
- Lathrop-Manteca Fire Station 35
- Manteca Fire Station 5
- Hayward Fire Station 7
- American Canyon Fire & Police
- Atwater Fire Station 2/Police
- Merced Fire Station 55
- Anaheim Fire Station 5
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Costa Mesa Fire Station 1
- Newport Beach Fire Station 5
- 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
- Stanton Fire Station 46
- Scottsdale Fire Station 1
- Escondido Fire & Police HQ
- Hesperia Fire Station 305
- Culver City Fire Station 3
- Los Angeles Fire Station 81
- Thousand Palms Fire Station 35
- Escondido Fire Station 7
- Escondido Fire Station 6
- Yucaipa Fire Station 3
- 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
- Chino Fire Station 63
- Dana Point Fire Station 29
- Fairbanks Headquarters Fire Station
- San Marcos Fire Station 2
- Rancho Cucamonga Fire Station 173
- San Bernardino Fire Station 232
- Norco Fire Station 22
- 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 FS 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

FIRE STATION 35 AND ADMINISTRATION HEADQUARTERS

Lathrop, CA



Project Cost:
\$4,900,000

Square Footage:
12,360

Completion Date:
January 2019

Contact:
Mr. Larry Madoski
Administrative Division Chief
Lathrop-Manteca Fire Protection
District
(209) 941-5100
lmadoski@lmfire.org

The new Fire District Headquarters Facility is more than just a fire facility - it is an amazing asset for the River Islands Development community located in Lathrop, California. The project, completed in 2019, was years in the planning and immediately became the jewel of the community. It is the first structure completed in the commercial hub of the development, and as such, took on the opportunity to set an architectural style for future business, commercial, and retail projects to come.

The project included the District's administrative functions, large training/community/EOC room, and active fully functioning fire station. A common entry lobby was introduced to organize and separate the administration and fire station functions. The state-of-the-art facility features all current fire station spaces including individual sleeping dorm rooms and single accommodation restrooms. This arrangement is key for gender and privacy separation for the on-duty crew. The 2-bay, double deep apparatus bay is designed with a drive-thru access/egress arrangement.

The exterior building design features many elements of a classical fire house. Precast concrete panels and brick veneer clad the exterior walls. A combination of arches and precast lintels provide rhythm to the window and door openings. Decorative cornices act as a unifying element and provide an elegant transition from exterior wall to the gabled roofs above.



Project Cost:
\$4,500,000

Square Footage:
5,430

Completion Date:
May 2020

Contact:
Mr. Lantz Rey
Assistant Fire Chief
City of Manteca
(209) 614-1716

The new single-story Fire Station No. 5 includes a double bay; dorms; living quarters; fitness room and support spaces. The exterior design is of residential character to fit and blend with the existing and future single family developments. The site is a corner site with drive access for full drive-thru apparatus circulation.

The new single-story Fire Station is nestled on a one acre corner of a growing residential neighborhood. Manteca Fire Station No. 5 blends in with the residential character and will provide the neighborhood a sense of safety. To ease traffic and give the fire crew a quick response rate, a full drive-thru apparatus circulation was included.

The fire crew at Fire Station No. 5 will have a new 5,430 sf place to call home. The expansive living quarters will include: a kitchen; a lounge area; a fitness room; dorms; and other support areas. The work area includes a double-bay and locker area.

FIRE STATION 25

San Mateo, CA



Project Cost:
\$5,737,600

Square Footage:
4,950

Completion Date:
July 2021

Contact:
Mr. Stephen Wu
Project Manager
City of San Mateo
(650) 823-8331
swu@cityofsanmateo.org

Fire Station 25 is a 4,950 sf facility built by the City of San Mateo. The station is located on a .41 acre corner site directly adjacent to Borel Park and Borel Middle School. The site was not only limited in size but also had a dramatic cross slope which presented a number of design challenges.

The station is designed to accommodate 3 fire fighters in an individual dormitory setting. Other station features include a single-bay, single-deep apparatus room, administrative offices, kitchen, dining room, day room, and the various support spaces required for a project of this type. Exterior features include secure fire fighter parking, fuel station, storage building, and drafting pit. The station design incorporates a number of access points as well as a direct connection to the adjacent airport.

The station exterior has been designed in keeping with the residential character of the community. Exterior plaster and stone veneer are used in combination with concrete tile roofing. Sloped roof forms are used in conjunction with parapet areas designed to screen mechanical equipment.

FIRE STATION 4 AND TRAINING CENTER

Menlo Park, CA



Project Cost:

Fire Station - \$11,049,000

Training Center - \$13,000,000 (est.)

Square Footage:

Fire Station - 13,200

Training Center - 9,920

Completion Date:

Fire Station: September 2022 (est.)

Training Center: Awaiting Funding

Contact:

Mr. Jon Hitchcock
Senior Management Analyst
(650) 688-8577
jonh@menlofire.org

The Menlo Park Fire Protection District hired PBK to redesign Fire Station 4 to accommodate the expanding needs of the Fire Department. The new 2-story, 3-bay station provides three times the space of the existing facility. The project is currently under construction and scheduled for completion in 2022.

In addition, PBK was also asked to prepare a conceptual design for a 5-story training tower to replace their current facility located on the same site. This new training facility also includes a separate classroom support building to provide fire professionals a sufficient space for essential training in fire rescue and safety. The facility includes a number of training amenities like a propane gas room, confined space, vertical drop, roof attic ventilation, artificial smoke systems, fire sprinklers, and a water recycling system. It also includes a residential apartment simulation and full 5-story rappel. This phase of the project is currently awaiting funding.

FIRE STATION 15
Sacramento, CA



Project Cost:
\$5,951,000

Square Footage:
9,100

Completion Date:
July 2018

Client:
Mr. James Christensen
Facilities Manager
City of Sacramento
(916) 808-5863
jchristensen@cityofsacramento.org

The City of Sacramento existing Fire Station 15 has provided public safety services to the South Natomas area of the City for over 70 years. Like other older stations, the station's interior and exterior site features have simply outlasted their functional life. PBK was selected to design the new replacement station. The new site location is only a quarter mile from the existing and is formerly a passive neighborhood park space bordered by retail and residential complexes.

PBK worked closely with city and fire staff in establishing the architectural space program ultimately resulting in a 9,100 square foot single-story station. This station's service coverage area is mainly single story structures but it also includes multi-story commercial office complexes and the Sacramento River waterways. This necessitated three apparatus bays housing engine, ladder truck, water rescue craft, and EMS services.

The station interior focused on functional efficiency for response, and a separation of crew living quarters from the apparatus bay and services areas. The exterior design of the station features forms, trim details, and colors which respect the surrounding context.

FIRE STATION 2
Newport Beach, CA



Project Cost:
\$6,289,000

Square Footage:
12,000 SF

Completion Date:
August 2022

Contact:
Mr. Peter Tauscher
Project Engineer
City of Newport Beach
(949) 644-3316
ptaucher@newportbeachca.gov

Fire Station 2 is a new 12,000 sf Fire Station built by the City of Newport Beach. The 0.4 acre site is located on the Balboa Peninsula in a mixed use area of the City.

The Station is designed to accommodate 10 fire fighters in an individual dormitory setting. Other station features include a 3-bay, double-deep apparatus room, administrative offices, kitchen, dining room, day room, physical training room, and the various support spaces required for a facility of this type. Secured fire fighter parking is included on site. The project also includes a small, stand-alone restroom building dedicated for public use.

Designed with a definitive coastal appearance, the station's architecture celebrates Newport Beach's Cape Cod aesthetic. Materials include simulated wood siding, asphalt shingles, and a variety of trellis and railing elements. A lighthouse element incorporated at the building entry completes the overall design.

Work Plan Approach and Schedule

A. PARTICIPATORY PROCESS

Having completed over 200 fire station facilities spanning over four decades, we understand the unique nature of this very specific building type. Fire station space programs tend to be very similar, however, the operational policy and procedures of each department can be vastly different. We recognize the need to understand the specific needs of each department to truly deliver a design tailored specifically for the end users.

PBK will employ an interactive design and planning process involving all project stakeholders to build a consensus design. This process employs a three step process Listen - Learn - Lead and it starts from day one with the pre-design and design phases.



LISTEN – Here at PBK, we are good listeners. This allows us to integrate ourselves as a team member and just absorb information before making any design suggestions. The District has already had much discussion in planning this project so we just need to be a fly on the wall and understand the project from the users’ standpoint.

LEARN – While fire stations typically have similar spaces, our experience tells us that every fire department operates a bit differently. We want to fully understand the Coastside Fire Protection District’s daily operational routine. We also need to research and recognize the unique community influences which will have a major impact to the site and exterior building design. Typical issues such as noise, light spill, traffic, safety, and architectural style must be addressed.

LEAD – With information gathering complete, PBK will now begin the design process. We will lead the project design committee with a series of workshops. Unlike a meeting or presentation, workshops engage all participants in active and meaningful discussion. For each workshop, PBK will prepare various design alternatives as needed. The goal is to leave nothing on the table and to build a consensus design.

Employing our Listen, Learn, Lead process, PBK will endeavor to maintain clear and open communications for each member of the immediate and extended project team. Our ability to quickly sketch ideas is key to testing options immediately during project team meeting discussions. This real-time feedback is a PBK hallmark.

B. COMMON FIRE STATION DESIGN ELEMENTS

Site Design

Each site offers a set of opportunities and challenges. Overall site dimension, shape, topography, ingress and egress, utilities, boundary and setbacks all will have major impact to how the fire station will ultimately sit on the site. PBK is skilled at understanding fire apparatus on-site circulation requirements and can quickly develop site sketch options during each planning meeting.

Durability

Be smart with the selection of durable and low maintenance materials appropriate for the use of each space. Stain concrete slab, limit use of ceramic tile, don't use light color grout, use wall corner protection, durable wall surfaces in apparatus bay, durable cabinet construction by eliminating particle board as the substrate, minimize use of wood on exterior, etc.

Separation and Flow

Clearly define the separation of public and staff spaces as well as staff gender accommodations. Floor plan to have efficient and clear circulation flow for optimum response time from anywhere in the station to the apparatus bay.

Flexibility

Look for opportunities to allow for future reconfiguration. While spatially it is difficult due to specific uses of a room, one approach is to minimize built-in furnishing. Using loose work tables, file cabinets, desks, bed frames, etc. will at least give each room flexibility. Another approach is to look for walls that could be removed in the future. These walls would become non-supporting walls with minimal or no utilities. Last, run extra conduits below slab or in the ceiling attic to allow for future electrical needs.

Architectural Style

In some ways this may be the most difficult challenge. Design is a subjective human response. What looks good to one does not to another. PBK's approach to this is with open communications with all stakeholders including community members to build a consensus design solution.

C. SAFETY AND ENVIRONMENTAL PLANNING

Modern day firehouse design must address planning for on-duty firefighter safety from not only physical items but also potentially harmful environmental contaminants and carcinogens. A well-designed fire station must incorporate properly segregated health zones (living area clean zone must have a buffer transition zone to the hazardous decontamination areas). Use of well placed exhaust fan for direct ventilation, negative pressure air zones, selection of materials that are easily cleaned and do not capture and hold harmful carcinogens are just a few "must-do" design elements to properly resolve.



D. SCOPE VS. BUDGET

PBK has in place a vast database of fire station construction costs. This, combined with our intimate knowledge of this building type, gives us a special unique understanding of balancing project design with the established budget. With our large number of completed projects, we are able to bring multiple options for any given design challenge.

E. SCHEDULE MANAGEMENT PROCEDURES

PBK will provide responsible reporting, documentation, recommendations, and supervision of the following services: Preconstruction scheduling, review and recommendations during the design development stages from the schematic phase to the completion of working drawings, conceptual and periodic estimates, budget assessment and cost containment advice, and value engineering studies and recommendations.

PBK will develop a Project Schedule which will contain key milestones to be accomplished by the project participants, including a schedule of the Architect's and Consultants' design activities.

F. PRIORITIZING TO MEET BUDGETS

One of the critical challenges PBK works with Clients to resolve on almost all projects is prioritizing the "needs" versus the "wants". Unfortunately, there is usually more desire by the site committee than the budget will allow, so we facilitate a process to determine what is included in the scope of the project. We will work closely with the District to develop a list of what has to be in the project, usually items like infrastructure, ADA, and seismic requirements. Those items are the "needs". Based on the remaining available budget, we can assist the District in ranking the most important items and determine which of those "wants" are included in the scope. Often, in a competitive bidding environment, we will create additive alternates to try to capture more of the "wants" if the bid comes in low.

G. SUSTAINABLE DESIGN

At the beginning of the project PBK will develop a Preliminary LEED Evaluation with the design team to analyze possible credits given early assumptions about the building systems, potential building characteristics, and site location. With input from the District we will be able to focus on a strategy toward certification that fits within the project scope and budget. At each project phase a LEED Analysis will be conducted to ensure we are on track with our goal toward LEED certification.

During construction (depending on scope) a PBK LEED coordinator will typically conduct a pre-construction meeting, attend monthly construction meetings, review submittals pertaining to LEED, and guide the contractor in preparing the Construction Application.

PBK's experience with LEED started even before LEED became a known process in measuring building design and performance. Our Southern California Edison project located in Downey, California contains many innovative design features which were used as case studies in the development of the initial LEED strategies. PBK has 32 LEED accredited professionals as part of our architectural team. We have completed multiple LEED Certified Fire Stations ranging from the basic "Certified" level to the highest "Platinum" level. Below is a list of some of our LEED projects.

H. QUALITY CONTROL/ASSURANCE PROCEDURES

PBK has developed a quality delivery process from project inception to completion and documented it in our Project Quality Assurance Handbook. It represents a phase-by-phase specific list of critical project tasks/deliverables to be included in each design phase for every team member, including our clients and consultants. These QA checks are conducted by our Quality Assurance Team, which is comprised of senior technical professionals in all required disciplines with design and construction experience. A summary of PBK's QA review process:

- Interdisciplinary use of professionals not directly involved in the project being reviewed alongside the project team.
- No document leaves our office until all review comments have been successfully addressed and signed-off on by the reviewer including coordination with other disciplines.

I. ENGINEERING DISCIPLINE AND ESTIMATE HOURS

Phase 1 - Project Initiation		
	Labor Categories	Estimated Hours
	Architectural	52
Total Phase 1		52

Phase 2 - Space Plan and Site Analysis Review		
	Labor Categories	Estimated Hours
	Architectural	208
	Civil	41
	Electrical	32
	Landscape	22
	Cost Estimating	11
Total Phase 2		314

Phase 3 - Conceptual and Schematic Design		
	Labor Categories	Estimated Hours
	Architectural	286
	Civil	45
	Structural	98
	Mechanical/Plumbing	62
	Electrical	35
	Landscape	24
	Cost Estimating	27
Total Phase 3		577

Phase 4 - Design Development		
	Labor Categories	Estimated Hours
	Architectural	338
	Civil	53
	Structural	61
	Mechanical/Plumbing	38
	Electrical	41
	Landscape	28
	Cost Estimating	33
Total Phase 4		592

Phase 5 - Environmental CEQA		
	Labor Categories	Estimated Hours
	Architectural	1118
	Civil	176
	Structural	201
	Mechanical/Plumbing	127
	Electrical	136
	Landscape	94
	Cost Estimating	49
Total Phase 5		1901

Phase 6 - Construction Documents		
	Labor Categories	Estimated Hours
	Architectural	78
	Civil	12
	Structural	14
	Mechanical/Plumbing	9
	Electrical	10
	Landscape	7
Total Phase 6		130

Phase 7 - Construction Observation and Contract Administration		
	Labor Categories	Estimated Hours
	Architectural	520
	Civil	82
	Structural	94
	Mechanical/Plumbing	59
	Electrical	63
	Landscape	44
Total Phase 7		862

J. PRELIMINARY PROJECT SCHEDULE

This preliminary project schedule assumes a Design Contract Award date of January 11, 2023. The schedule follows the District's itemized phase of services. Some activities listed are overlapping and not sequential. Our schedule does hit the District's target tentative completion date of December 2025.

Phase Description	Duration	Start	Completion
1.0 Project Initiation	14		
1. Project kickoff meeting			1/16/2023
2. Review project objectives and scope of services	7	1/16/2023	1/23/2023
3. Confirm project budget and schedule	14	1/16/2023	1/30/2023
4. Collect all available project data, materials, reports, etc.	14	1/16/2023	1/30/2023
2.0 Space Plan and Site Analysis Review	36		
1. Topographic survey	30	1/23/2023	2/22/2023
2. Geotechnical soils report	40	1/23/2023	3/4/2023
3. Conduct detailed site analysis	14	1/31/2023	2/14/2023
4. Identify surface and sub-surface conditions	14	1/31/2023	2/14/2023
5. Develop a final space program	28	1/31/2023	2/28/2023
6. Strategize approach to site layout options	7	2/21/2023	2/28/2023
3.0 Conceptual and Schematic Design	88		
1. Prepare site layout options	14	3/1/2023	3/15/2023
2. Confirm preferred site design layout	7	3/8/2023	3/15/2023
3. Prepare floor plan layout options	14	3/16/2023	3/30/2023
4. Confirm preferred floor plan layout	7	3/23/2023	3/30/2023
5. Prepare exterior building design options	14	3/31/2023	4/14/2023
6. Confirm preferred exterior design	7	4/7/2023	4/14/2023
7. Prepare design narrative for all building systems	14	3/31/2023	4/14/2023
8. Civil design (grading, utility, stormwater)	14	3/31/2023	4/14/2023
9. Prepare required CEQA documents	43	3/16/2023	4/28/2023
10. Prepare final concept design package	7	4/7/2023	4/14/2023
11. Update project schedule and prepare cost estimate	7	4/7/2023	4/14/2023
12. Present design to all regulatory agencies	28	4/15/2023	5/13/2023
13. Modify design as necessary and prepare final conceptual design for District approval	14	5/14/2023	5/28/2023
4.0 Design Development (60% Submittal)	60		
1. Develop Building Systems (structural, mechanical, plumbing, electrical, fire protection, security system)	45	5/29/2023	7/13/2023
2. Prepare all site improvement design plans	45	5/29/2023	7/13/2023
3. Prepare outline specifications	14	6/29/2023	7/13/2023
4. Update project schedule	14	6/29/2023	7/13/2023
5. Update cost estimate	45	5/29/2023	7/13/2023
6. Submit progress and final set for review	14	7/14/2023	7/28/2023

Phase Description	Duration	Start	Completion
5.0 Environmental Clearance	90		
1. Prepare formal CEQA and EIR	90	5/29/2023	8/27/2023
6.0 Construction Documents (90% and 100% Submittal) and Bid Assistance	235		
1. Review DD phase drawing submittal comments	7	7/29/2023	8/5/2023
2. Prepare 90% construction drawings	60	8/6/2023	10/5/2023
3. Prepare 100% construction drawings	40	10/6/2023	11/15/2023
4. Prepare final project specifications	28	10/18/2023	11/15/2023
5. Prepare final cost estimate	28	10/18/2023	11/15/2023
6. 1st Cycle Plan Check	30	11/16/2023	12/16/2023
7. Respond to Review Comments and Resubmit	14	12/17/2023	12/31/2023
8. 2nd Cycle Plan Check	14	1/1/2024	1/15/2024
9. Respond to 2nd Cycle Comments and Resubmit	10	1/16/2024	1/26/2024
10. Approval Permit Set			1/26/2024
11. Advertise for Bids, Pre-Bid Conference, Addenda	30	1/27/2024	2/26/2024
12. Open Bids / Assist in Bid Review	7	2/27/2024	3/5/2024
13. Notice to Award	14	3/6/2024	3/20/2024
7.0 Construction Administration	646		
1. Contract Execution / Mobilization	30	3/21/2024	4/20/2024
2. Construction	600	4/6/2024	11/27/2025
3. Punch List / Final Completion	60	10/28/2025	12/27/2025

Resumes

Please see the following pages for full resumes of our Key Personnel.





Bill Louie

Architect, AIA, Principal

Bill Louie joined PBK in 1984. In his role as a Principal-in-Charge, Mr. Louie is responsible for the complete delivery of the project from Concept through Occupancy. PBK's Principals are intimately involved in all stages of project delivery and actively participate with both the PBK Project Team and the consulting engineering disciplines. The Principal has the corporate authority to sign all Agreements and Contract Documents.

EXPERIENCE

With PBK - 38 years

Total - 39 years

EDUCATION

Bachelor of Architecture
California State Polytechnic
University, Pomona

REGISTRATION

Architect, California - C27933

PROFESSIONAL AFFILIATIONS

American Institute of Architects,
Central Valley Chapter (AIA)

Because PBK is a non-departmentalized office, the Principal-in-Charge works in close coordination with the PBK Project Manager, Project Architect, and Design Team members on a daily basis. Mr. Louie is also responsible for oversight of the project budget, schedule, and scope. He will author and/or oversee the composition of all important written communication on your project.

ESSENTIAL SERVICE FACILITIES EXPERIENCE

- Red Bluff Fire Station
- Santa Clara Fire Station 10
- Bickford Ranch Fire Station
- River Islands Fire Station 35
- Sacramento City Fire Station No. 15
- Lathrop Manteca Fire Station 35
- Manteca Fire Station 5
- Menlo Park Fire Station 4
- Menlo Park Fire Station 88
- Santa Clara Fire Station 10
- Livermore-Pleasanton Fire Station No. 9
- Hayward Fire Station No. 7 and Firehouse Clinic
- Hollister Fire Station No. 1
- San Mateo Fire Station No. 25
- San Mateo Fire Station No. 23
- Scottsdale Fire Station No. 1
- Scottsdale Fire Station No. 8
- Fremont Fire Station No. 11
- Fremont Fire Station No. 2
- Fremont Fire Station No. 6
- Fremont Fire Station No. 8
- San Jose Fire Station No. 2
- Merced Fire Station No. 55
- Atwater Fire Station No. 2
- Brea Fire Station No. 3
- Gilroy Fire Station No. 3



Max Medina

Architect, AIA, Principal

Max Medina joined PBK in 1985. In his role as a Co-Principal, Mr. Medina is responsible for assisting Bill when needed. PBK's Principals are intimately involved in all stages of project delivery and actively participate with both the PBK Project Team and the consulting engineering disciplines. The Principal has the corporate authority to sign all Agreements and Contract Documents.

As one of the firm's Principals, Mr. Medina has other corporate responsibilities as well. These include but are not limited to office/studio management, firm organization, non-project related leadership and mentoring programs, marketing, and general office oversight.

ESSENTIAL SERVICE FACILITIES EXPERIENCE

- Gilroy Fire Station No. 3
- Hollister Fire Station No. 1
- San Mateo Fire Station No. 23
- Scottsdale Fire Station No. 1
- Scottsdale Fire Station No. 8
- Scott Valley Helibase
- Nervino Fire Station
- Fremont Tactical Training Center
- Fremont Fire Station No. 11
- Fremont Fire Station No. 2
- Fremont Fire Station No. 6
- Fremont Fire Station No. 8
- Pacifica Fire Stations No. 71 and 72
- San Mateo Fire Station No. 24 Feasibility Study
- San Jose Fire Station No. 2
- American Canyon Fire and Police Facility
- Merced Fire Station No. 55
- Gilroy Police Department
- Napa County Sheriff
- Turlock Police Department
- Delano Police Department

EXPERIENCE

With PBK - 37 years

Total - 38 years

EDUCATION

Bachelor of Architecture

California Polytechnic State University,

Pomona

REGISTRATION

Architect, California C24882

PROFESSIONAL AFFILIATIONS

American Institute of Architects,

Central Valley Chapter (AIA)



Jefferson Yu

Senior Project Manager

Jefferson Yu joined PBK in 2000. In his role as a PBK Project Manager, Mr. Yu is responsible for the complete delivery of the project from Concept through Occupancy. PBK's Project Managers are intimately involved in all stages of project delivery and actively participate with both the PBK Project Team and the consulting engineering disciplines. The Project Manager reports directly to the PBK Principal-in-Charge and works in close coordination with the PBK Project Architect and Design Team members on a daily basis.

Mr. Yu is also responsible for overseeing and updating the project budget, schedule, and scope. PBK Project Managers are often the first line of communication between the Client and the firm. The Project Manager will either co-author and/or oversee the composition of all important written communication on your project.

ESSENTIAL SERVICE FACILITIES EXPERIENCE

- Red Bluff Fire Station
- Fremont Tactical Training Center
- Sacramento Fire Station No. 15
- Lathrop Manteca Fire Station 35
- San Mateo Fire Station 25
- Menlo Park Fire Station 4
- Livermore-Pleasanton Fire Station No. 9
- Hayward Fire Station No. 7 and Firehouse Clinic
- Hollister Fire Station No. 1
- San Mateo Fire Station No. 23
- Scottsdale Fire Station No. 1
- Scottsdale Fire Station No. 8
- Fremont Fire Station No. 11
- Fremont Fire Station No. 2
- Scott Valley Helibase

EXPERIENCE

With PBK - 22 years

Total - 23 years

EDUCATION

Bachelor of Architecture

Mapau Institute of Technology, Manila,
Philippines



Austin Duncklee

Architect, Project Manager

In his role as a PBK Project Manager, Mr. Duncklee is responsible for the complete delivery of the project from Concept through Occupancy. PBK's Project Managers are intimately involved in all stages of project delivery and actively participate with both the PBK Project Team and the consulting engineering disciplines. The Project Manager reports directly to the PBK Principal-in-Charge and works in close coordination with the PBK Project Architect and Design Team members on a daily basis.

Mr. Duncklee is also responsible for overseeing and updating the Project Budget, Schedule, and Scope. PBK Project Managers are often the first line of communication between the Client and the firm. The Project Manager will either co-author and/or oversee the composition of all important written communication on your project.

ESSENTIAL SERVICE FACILITY EXPERIENCE

- Sacramento Fire Station No. 15
- Lathrop-Manteca River Islands Station 35
- San Mateo Fire Station 25
- Menlo Park Fire Station 4
- Manteca Fire Station 5
- Livermore-Pleasanton Fire Station No. 9
- Hayward Fire Station No. 7 and Firehouse Clinic
- Hollister Fire Station No. 1
- San Mateo Fire Station No. 23
- Scottsdale Fire Station No. 1
- Scottsdale Fire Station No. 8

EXPERIENCE

With PBK - 13 years

Total - 14 years

EDUCATION

Bachelor of Architecture

Cal Poly, San Luis Obispo - College of
Architecture and Environmental Design



Dan Eavenson

Principal Engineer, MCR Engineering

Dan will oversee all civil aspects of the project, from data collection, surveying, design, bid administration, and construction staking. He is well respected for his “team-building” approach when working with employees, clients, and regulatory agencies. He knows how to build relationships that translate to a good work product and how to get the most out of those that he manages.

Dan manages large scale design projects and oversees all construction-related aspects of the business. He spent the first 10 years of his career in the construction industry before joining MCR Engineering. As a superintendent for a major contractor in the central valley, he personally directed the construction of basically everything we typically design. His knowledge of the construction process has proved to be invaluable to our engineers and designers, and his ability to ask the right questions to contractors has been invaluable to our clients. He places great emphasis on preparing improvement plans that are “build-able” and complete.

ESSENTIAL SERVICE FACILITY EXPERIENCE

Manteca Fire Station No. 5 - This new fire station was completed in May 2020. The new state of the art station is over 6,700 square feet and houses a four-person engine crew and equipment. MCR’s design components were the site grading and drainage, stormwater treatment and detention, off-site sewer disposal, fire protection and domestic water design.

Lathrop-Manteca Fire Station 31 – The 50-year-old former headquarters station was remodeled inside and out to bring the station up to current standards and codes. Work on this project was completed in November 2021. MCR’s design components were the site grading and drainage, stormwater disposal, and off-site sewer disposal. Grading design included bringing the site parking and driveway up to current ADA codes while maintaining operational slopes for fire engines and other vehicles with the existing building finish floor elevation remaining unchanged.

Additional Fire Station Projects:

- Stockton Fire Station No. 12
- Manteca Fire Station No. 4
- Stockton Fire Station No. 3

EDUCATION

B.S. Civil Engineering,
Cal Poly San Luis Obispo

REGISTRATION

California Licensed Civil Engineer No.
C54088
Qualified SWPPP Developer (QSD) &
Practitioner (QSP), No. 264
Grade 1 Water Distribution Operator



John M. Mandsager

Chief Structural Officer, MLA Structural

John Mandsager, licensed Structural Engineer and Chief Executive Officer of MLA Structural Engineers, has over thirty-five years of experience in the building industry. Serving as managing structural engineer on numerous complex civic projects, Mr. Mandsager's background uniquely qualifies him to engineer, supervise, and lead his team on even the most complicated of building endeavors.

Essential services facilities such as police and fire stations require unique attention to detail not only for the lateral force resisting systems but also for the anchorage and bracing of the non-structural systems. MLA Structural Engineers, Inc has a wide breadth of experience with these projects that ensures thorough and economical structural design solutions are presented for all systems, with minimal questions and change orders during construction.

ESSENTIAL SERVICE FACILITY EXPERIENCE

- Red Bluff Fire Station
- Menlo Park Fire Station No. 3 Accessory Building
- Menlo Park Fire Station No. 4
- Manteca Fire Station No. 5
- San Mateo Fire Station 25
- City of Sacramento Fire Station No. 15
- River Islands Fire Station No. 35
- Livermore Fire Station No. 9
- Hayward Fire Station No. 7
- San Jose Fire Station No. 2
- Fremont Fire Station No. 2
- Fremont Fire Station No. 11
- Hollister Fire Station No. 1
- San Mateo Fire Station No. 23
- American Canyon Fire Station No. 11
- Nevada City Forest Fire Station
- Beckwourth Fire Station
- Delano Police Headquarters

EDUCATION

B.S. Architectural Engineering
California State Polytechnic University,
San Luis Obispo

REGISTRATION

CA Civil No. 45257
CA Structural No. 3824

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of
Central California, American Institute of
Steel Construction, American Concrete
Institute



Tim Pocock

Principal, Pocock Design Solutions

Tim has over 36 years of experience engineering various projects, such as educational, institutional, industrial, municipal, parking structures, and healthcare throughout the state of California. With a construction oriented background, Mr. Pocock is well versed in all aspects of construction.

As managing principal of Pocock Design Solutions, Tim is responsible for the overall operations of the company, including personnel, plumbing engineering, fire sprinkler and suppression design and computer operations. Tim will be involved with all plumbing and fire sprinkler aspects of the project, from the design development phase through construction phase and closeout.

ESSENTIAL SERVICE FACILITY EXPERIENCE

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

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)



Andrew Gossman

Associate Principal, Pocock Design Solutions

Mr. Gossman is a licensed professional mechanical engineer, management, and construction administration for various projects, including educational, institutional, industrial, municipal, and healthcare throughout the state of California.

As an Associate Principal, Mr. Andrew Gossman is responsible for all mechanical design and production activities, engineering of projects, communication and coordination with all disciplines, and maintaining quality control. Mr. Gossman will be directly involved in all aspects of the project, from the design development phase through construction phase and closeout.

ESSENTIAL SERVICE FACILITY EXPERIENCE

- San Jose Fire Station No. 2
- Hayward Fire Station No. 7
- Bonsall Fire Station No. 5
- Gilroy Fire Station No. 3
- Merced Fire Station No. 55
- San Mateo Fire Station No. 23
- Scottsdale Fire Station No. 1
- Scottsdale Fire Station No. 8
- San Marcos Fire Station No. 1
- Chula Vista Fire Station No. 2
- Lake Elsinore Sheriff Station
- Fremont Fire Station No. 11
- Fremont Fire Station No. 2
- Norco Fire Station No. 22
- Victorville Fire Station
- Rialto Fire Station No. 202
- Rialto Fire Station No. 203
- Culver City Fire Station No. 3
- Butterfield Fire Station

EDUCATION

California Polytechnic State University,
San Luis Obispo.
Bachelor of Science in
Mechanical Engineering

REGISTRATIONS

California Licensed
Professional Mechanical Engineer
#M35839

LEED Accredited Professional—
Building Design & Construction

PROFESSIONAL AFFILIATIONS

ASHRAE—Healthcare Facility
Design Professional



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.

ESSENTIAL SERVICE FACILITY EXPERIENCE

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

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)



Keith Wilson

Principal, Wilson Design Studios

Keith founded Wilson Design Studio 9 years ago and brings over 20 years of experience in landscape architecture as a lead designer and project manager. His varied project experience has included park and recreation facilities, civic developments awarded LEED certification, public and private educational facilities, retail and commercial centers, office developments, streetscapes, and landscape corridors. Keith is a skilled facilitator of the community outreach process, in which he strives to educate the public, assist residents in articulating a vision for their outdoor spaces and assist jurisdictions in understanding and achieving the priorities of their community. As direct client contact and project manager for the majority of his projects, Mr. Wilson has utilized his experience in hands-on planning and design to lead larger multi-discipline design teams and build collaborative client relationships. He also has extensive experience with conducting and preparing team design meetings and reviews, field construction observations, field reports, and submittal reviews, and providing landscape construction support services to both private and public clients. He is also a visiting lecturer at The University of California, Davis Department of Human Ecology, Landscape Architecture + Environmental Design Program. He is a Folsom resident and has been actively involved with many local private, public, and volunteer projects.

ESSENTIAL SERVICE FACILITY EXPERIENCE

- Menlo Park Fire Station 4, San Mateo County
- San Mateo Fire Station 25
- River Islands Fire Station, Lathrop
- Sacramento City Fire Station 15
- Hayward Fire Station No. 7
- Garden Valley Fire Station
- Livermore Fire Station No. 9
- Knights Landing Park, Yolo County
- Clarksburg Park & Aquatic Center, Yolo County
- Cache Creek Nature Preserve Visitor Center, Yolo County
- Elliot Springs Parks (2 sites), Elk Grove
- John Kemp Community Park Phase II, Folsom (2 softball fields and synthetic competition soccer field)
- Folsom City Park, Kuntz Little League Field Renovation
- Davies Park Phase II, Folsom (youth soccer field)
- The Parkway at Folsom Mini Parks (3 sites), Folsom
- Stone Creek Community Park, Rancho Cordova (1 softball field and 3 soccer fields)
- Harry Crabb Park Rough Grading, Roseville

EDUCATION

BS, Landscape Architecture, The University of Arizona, Tucson, Arizona

REGISTRATIONS

Registered Landscape Architect, CA
#4728

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects
Building Industry Association of Northern California, Associate Council Member
UC Davis Visiting Lecturer, Department of Human Ecology, Landscape Architecture + Environmental Design Program



Javier Silva

Principal, Silva Cost Estimating

Javier has 26 years of estimating experience and a proven track record for preparing quality and accurate estimates for his clients. Javier has been involved in the estimating and management of \$15 billion dollars in construction projects. These projects include a wide variety of types including, : Libraries, Rec Centers, K-12 school, community colleges, universities, correctional/judicial, medical, commercial, civic, and retail. Javier gained his experience by working for some of California's largest construction management and general contracting firms. To further solidify his understanding of construction estimating, he spent time in the field in a project management role. It is Javier's current responsibility to perform all estimating and marketing duties for Silva Cost Consulting, Inc.

Silva Cost Consulting, Inc. is a certified Disadvantaged Business Enterprise (DBE) with the Department of Transportation under the Unified Certification Program (UCP).

ESSENTIAL SERVICE FACILITY EXPERIENCE

- City of Sacramento Fire Station 15
- San Mateo Fire Station 25
- Menlo Park Fire Station 4
- Soquel Fire Station Replacement Facility
- Rohnert Park Fire Station 3
- Modesto Fire Station 1
- South San Francisco Fire Station 64
- Westwood Fire Station Replacement Facility
- Sacramento Fire Station 14

EDUCATION

B.S. Construction Management
California Polytechnic State
University
San Luis Obispo, CA

REGISTRATIONS

CPE No. 1.4-000877-0812

Rate Schedule

Principal in Charge	\$260.00
Design Director	\$220.00
Senior Project Manager	\$210.00
Senior Project Architect	\$210.00
Project Manager	\$190.00
Project Architect	\$185.00
Project Leader / Technical Leader	\$155.00
Project Coordinator	\$140.00
Architectural Intern / Designer	\$130.00
Intern	\$100.00
Senior Project Designer	\$200.00
Project Designer	\$185.00
Design Leader	\$140.00
Designer II	\$135.00
Designer	\$110.00
Senior Educational Facilities Planner	\$230.00
Facilities Planner	\$185.00
Senior Construction Administrator	\$210.00
Construction Administrator	\$175.00
Sustainable Designer	\$160.00
Specification Writer	\$185.00
Agency Compliance	\$110.00
Cost Estimator	\$210.00
Clerical / Office	\$110.00



References

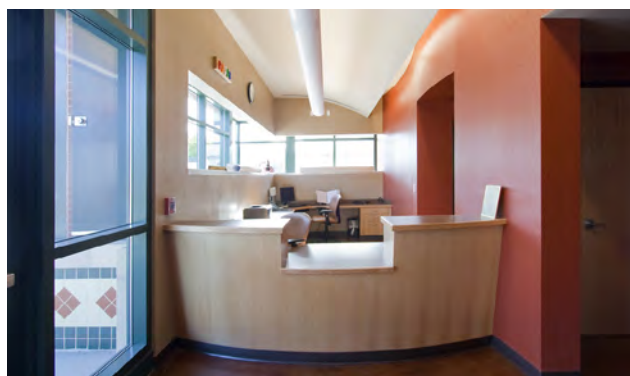
MIKE AVILA, Fire Captain (retired)

Fremont Fire Department
C: (925) 683-1802
E: mavila1727@yahoo.com

Length of Relationship: 19 Years

Projects:

- Fremont Fire Station 11
- Fremont Fire Station 2
- Fremont Fire Station 6
- Fremont Fire Station 8
- Fremont Tactical Training Center



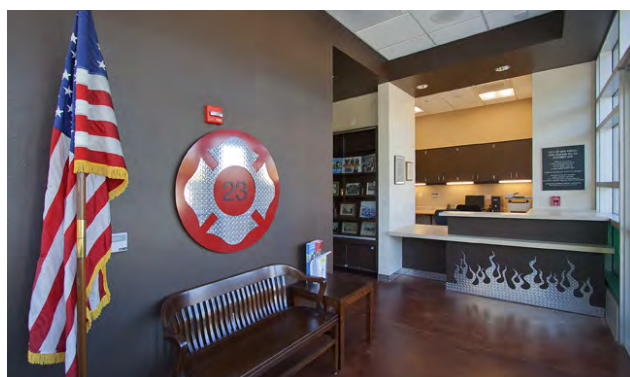
STEPHEN WU, Project Manager

City of San Mateo
O: (650) 522-7345
C: (650) 823-8331
E: swu@cityofsanmateo.org

Length of Relationship: 14 Years

Projects:

- San Mateo Fire Station 23
- San Mateo Fire Station 25
- San Mateo PD Substation



JON HITCHCOCK, Senior Management Analyst

Menlo Park Fire Protection District
O: (650) 339-3679
E: jonh@menlofire.org

Length of Relationship: 4 Years

Projects:

- Menlo Park Fire Station 77 Remodel
- Menlo Park Fire Training Center
- Menlo Park Fire Station 3 Accessory Building
- Menlo Park Fire Station 4
- Menlo Park Fire Station 88 Site Concept



Other Relevant Information & Exceptions

PBK takes no exception to the District's Standard Agreement.





August 10, 2020

To Whom It May Concern:

This letter is written on behalf of Bill Louie and WLC Architects. Bill is the principal architect with WLC for the design and construction of the new Fire Station 25 in San Mateo, California. WLC Architects were chosen by a selection panel from a group of prequalified firms specifically short-listed for the Fire Station.

WLC Architects also has previous experience with the City of San Mateo as the architects for Fire Station 23 in 2010, built in a mixed use neighborhood under the scrutiny of a detail-oriented Planning Commission, undesirable soil conditions with an informal project team made up of various City employees. To date, the Fire Station 23 has become a landmark in San Mateo and a destination that fire personnel look forward to occupying on their rotation.

The scope of Fire Station 25 includes the construction of a new station on a vacant parcel. The project has significant challenges: typical public budget constraints, concurrent construction activities at the adjacent middle school, a number of interested and indecisive team members, unforeseen site conditions, extremely vocal and entitled neighbors, and a sloped site with two frontages. The project is currently 50% through construction and the City is very pleased with the design and professional services provided by WLC and Bill Louie.

During the process from initial design through to the middle of construction, Bill has been a pleasure to work with. His willingness to instantaneously weigh the pros and cons of every idea brought forth was beneficial for collaborative decision making. Ideas were generated from people with various levels of experience at the Fire Department, from Department Heads, City Council members, Public Works Facilities, and the Planning and Building departments. Bill's ability to interpret, translate and mediate amongst the groups was paramount to accomplishing the shared objective. In all honesty, the City would not currently be amid construction without Bill and WLC.

Throughout the construction phase, Bill and WLC have been extremely responsive to RFIs, Submittals and issuing ASIs as requested by the contractor, construction manager and project manager. The turnaround times have been the fastest and most accurate that we've ever experienced at the City.

We are excited to give Bill Louie and WLC Architects our full support for your project.

Please feel free to contact me at any time for additional information.

Sincerely,

Steve Wu, Project Manager
City of San Mateo



Menlo Park Fire Protection District

170 Middlefield Road • Menlo Park, CA 94025 • Tel: 650.688.8400 • Fax: 650.323.9129

Website: www.menlofire.org • Email: mpfd@menlofire.org

Fire Chief
Harold Schapelhouman

Board of Directors

Robert Jones
Jim McLaughlin
Virginia Chang Kiraly
Robert Silano
Chuck Bernstein

July 30, 2020

To whom it may concern:

WLC Architects Inc. (WLC) has worked on two projects for the Menlo Park Fire Protection District. The first project included the conceptual design of a training facility at our Fire Station 1 site. Bill Louie, a principal for WLC served as the lead architect on this project. Bill's approach was collaborative which included carefully listening to the District's needs through a series of meetings. Bill worked diligently to provide a conceptual design that incorporated all of the District's programming needs.

Upon completion of the first project the District issued a request for qualifications for the design and construction administration of Fire Station 4. Station 4 is designed as a 13,200sq.ft. fire station estimated at \$16 million. Based on the District's positive experience working with Bill and WLC as well as their comprehensive proposal the District selected WLC for this project which has been designed and submitted for permitting. Working with Bill and his team on this project has been a positive experience. The District has designed and constructed two other fire stations in the past 8 years and the design of this station has proceeded the quickest. I attribute the swiftness of the design to Bill's extensive knowledge of fire stations and his understanding and ability to listen to the District's needs and desires.

I believe Bill and WLC Architects, Inc. can do an excellent job for you, just as they did and are still doing for us. Should you have any questions, please feel free to contact me at your convenience.

Best regards,

A handwritten signature in black ink, appearing to read "Jon Hitchcock".

Jon Hitchcock
Senior Management Analyst
Menlo Park Fire Protection District
(650) 688-8577
Jonh@menlofire.org

"Excellence In Service"

WHY PBK?

"Bill's ability to interpret, translate and mediate amongst the numerous FD team members was paramount to accomplishing the project"



Stephen Wu, Project Manager
City of San Mateo

"Bill's ability to listen to our needs and swiftly deliver practical solutions was instrumental in meeting our schedule and budgets"



Jon Hitchcock, Senior Mgmt. Analyst
Menlo Park Fire Protection District

"We have been extremely pleased with the professionalism and service we have received from PBK. Their attention to detail and astute listening has made getting our opinions and thoughts from conceptual to reality, on paper, in a very timely manner. Their first attempt at conceptual options for our Council were very favorably received and enabled us to move forward quickly and remain completely on schedule. From what we have witnessed so far, I would highly recommend PBK for these types of projects."



Ken Irwin, PE, City Manager
City of Patterson



"Bill Louie attended every meeting, adeptly addressed program needs, and demonstrated an excellent understanding of the workings of a firehouse. He resolves design issues rapidly, sometimes hand sketching on the spot, and offers innovative yet durable, cost effective solutions."



Chris Costamagna, Deputy Chief
Ronald Potter, Assistant Chief
Sacramento Fire Department

RANCHO CUCAMONGA

8163 Rochester Avenue
Rancho Cucamonga, CA 91730
909.987.0909

BERKELEY

2600 Tenth Street, Suite 700
Berkeley, CA 94710
510.450.1999

ORANGE COUNTY

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

FOLSOM

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

SAN DIEGO

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

FRESNO

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

SAN LUIS OBISPO

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

SACRAMENTO

2520 Venture Oaks Way, Suite 440
Sacramento, CA 95833
916.682.9494



PBK COST PROPOSAL AND BREAKDOWN SUMMARY

BASIC ARCHITECTURAL SERVICES		
Phase 1	Project Initiation	\$ 16,400.00
Phase 2	Space Plan and Site Analysis Review	\$ 65,500.00
Phase 3	Conceptual and Schematic Design	\$ 90,100.00
Phase 4	Design Development	\$ 106,500.00
Phase 5	Environmental CEQA	\$ 24,600.00
Phase 6	Construction Documents and Bid	\$ 352,200.00
Phase 7	Construction Observation and Contract Administration	\$ 163,800.00
TOTAL (Lump Sum Fixed Fee)		\$ 819,100.00

Requested Site Specific Reimbursable Services

Topographic Site Survey	\$ 25,000.00
Geotechnical Investigation and Report	\$ 30,000.00
Environmental CEQA	\$ 40,000.00

Reimbursable Expenses

General copies for progress reviews, travel costs and mail are covered under our proposed fixed fee. Bulk copies for bid set distribution or City internal staff distribution shall be billed at direct cost with no markup.

Invoicing

Our invoicing will occur at monthly intervals until completion of all services. The format will be itemized by work phase tasks and billed at completion of each task for that month.

Excluded Services

- Hazardous materials assessment and abatement of existing building
- Street improvements beyond project frontage
- Special foundation design (such as mat slab, piers, caisson)
- Traffic study
- Solar array system design and details
- LEED registration, certification, and commissioning
- Noise studies and measurement
- Hydrology report, SWPPP or NOI plan
- Security intrusion alarm system
- Video surveillance system

PBK Hourly Rate Schedule

ROLE	RATE
Principal in Charge	\$260.00
Design Director	\$220.00
Senior Project Manager	\$210.00
Senior Project Architect	\$210.00
Project Manager	\$190.00
Project Architect	\$185.00
Project Leader / Technical Leader	\$155.00
Project Coordinator	\$140.00
Architectural Intern / Designer	\$130.00
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Cost Estimator	\$210.00
Clerical / Office	\$110.00