

STAFF REPORT

DATE: January 11, 2022

TO: City Council

FROM: Robert A. Clarke, Director of Public Works - Engineering & Transportation
Dianna Jensen, City Engineer
Kevin Fong, Senior Civil Engineer

SUBJECT: Sole Source Design Services with Indigo Hammond + Playle Architects, LLP
for the Fire Station 31 Ladder Truck Improvements Project, CIP No. UO0001

Recommendation

Approve the attached resolution which:

1. Approves the sole source of the design services, including Construction Support, with Indigo Hammond + Playle Architects, LLP for the Fire Station 31 Ladder Truck Improvements project, CIP No. UO0001; and
2. Authorizes the City Manager to execute a professional services agreement with Indigo Hammond + Playle Architects, LLP with a not to exceed amount of \$111,565 for the Fire Station 31 Ladder Truck Improvements project; and
3. Authorizes the City Manager to increase the not to exceed amount by \$15,000 if necessary.

Fiscal Impact

The proposed agreement with Indigo Hammond + Playle Architects has a not to exceed amount of \$111,565 for design and construction support. Funding for this effort will come from the Facility Maintenance Fund. Funding for the project is included in the adopted fiscal year (FY) 21/22 Capital Improvement Program budget in CIP No. UO0001 utilizing \$600,000 of Public Safety Funds (Fund 484). This work is being combined with the prior Fire Station 31 Kitchen remodel project (Program 7908), and the total estimated cost for the projects are shown in Table 1. Some of the design costs for the Ladder Truck Project includes some redesign to the Kitchen Remodel plans in order to combine the two projects, and the construction support will overlap the construction support required for the Kitchen Remodel project.

Table 1 – Total Estimate Project Costs

Description	Ladder Truck Project (CIP No. UO0001)	Kitchen Remodel (Prog. No. 7908)	Total
Indigo Design	\$70,568*	\$56,350	\$126,918
Staff Design Support	\$7,000	\$15,000	\$22,000
Design Contingency	\$15,000	\$0	\$15,000
Construction Award	\$390,100	\$250,000	\$640,100
Construction Contingency	\$50,000	\$50,000	\$100,000
Construction Management and Inspection	\$35,435	\$20,000	\$55,435
Indigo Construction Support	\$22,997*	\$18,000*	\$40,997
Construction Closeout	\$5,000	\$5,000	\$10,000
Municipal Arts	\$3,900	\$0	\$3,900
Total Estimated Project Cost	\$600,000	\$414,350	\$1,014,350

* Scope included in this Design Services contract

Council Goal(s)

While this action does not support a specific City Council objective or task, it does support the City Council's Goal to Fund, Maintain and Improve Infrastructure.

Commission Action(s)

This item is approving a professional services agreement which is a standard procedure where the City Council provides authority to authorize agreements over \$50,000.

Background & Analysis

The Fire Station 31 Ladder Truck Improvements project arose as a need after Council authorized undertaking next steps for a new ladder truck for the City of Davis on March 16, 2021, with purchasing authorization slated for a separate item on this same City Council agenda. The best location for the ladder truck would be centrally located and closest to the commercial/downtown areas of the City of Davis. This location also provides a second response company at Fire Station 31 to an area of the City that experienced 574 simultaneous calls for service last year. The Standards of Cover document recommends, and staff experience validates, Fire Station 31 as the optimal location for housing the ladder truck. Without a remodel or replacement plan for Station 31, a ladder truck could be housed at Fire Station 33, located on Mace Blvd. This option is a backup plan until Station 31 can be remodeled or replaced and is not recommended as a permanent location for the ladder truck. If the ladder truck was housed on Mace Blvd, this would create delays in its response to other areas of the City where it is more likely to be needed.

The existing Fire Station 31 engine bay for fire equipment would provide approximately 6 inches of clearance between the bumper and the garage door, and is not wide enough by approximately 5 ft for the new ladder truck to provide adequate walkway clearance. The ladder truck is in design, can be delivered in 10-12 months after the order is placed, and

on average is 56'-8.5" long, and 8' wide. As such, improvements need to be completed to the Fire Station 31 building to accommodate the new ladder truck need to be completed as soon as possible before delivery of the new ladder truck.

In the event the Fire Station improvements are not completed prior to the delivery of the ladder truck, the truck could potentially be stored at Fire Station 33, however this is not an optimal location to respond to emergencies in the downtown area that the ladder truck is needed. The delivery of the ladder truck cannot be delayed once ordered, and the Fire Department would likely not delay delivery of the truck so that training for all personnel can be completed before it goes into service. The ladder truck improvements include items such as widening, and extending the existing garage bay by removal of an existing temporary stairwell, and exterior wall, a new stairwell on the exterior of the fire station to provide secondary access to the second floor, and a fire pole.

The Fire Station 31 Ladder Truck Improvements will be combined with the Fire Station 31 Kitchen Remodel Project. The Fire Station 31 and 32 Kitchen Remodel project was created based on the existing condition of the kitchens at the respective fire stations. On January 18, 2020, the City Manager awarded the design contract for the Fire Station 31 and 32 Kitchen Remodel Project to Indigo Hammond + Playle Architects. During design of the kitchen remodel project, it was identified that the heating, ventilation, and air conditioning (HVAC) system in fire station 31 needed to be reconfigured to improve air circulation in the kitchen, and additional improvements to meet the American's with Disabilities Act (ADA) are required to meet the building code. On April 26, 2021, the Fire Station 31 and 32 Kitchen Remodel Plans were completed by Indigo Hammond + Playle Architects.

Staff determined it would be best to split the Fire Station 31 and 32 kitchen remodel projects into two phases to minimize the impact to emergency services, and have the Fire Station 32 kitchen remodel completed in the first phase. Fire Station 31's kitchen remodel improvements will be completed in the second phase along with the Fire Station 31 ladder truck improvements project, which will be modifying the existing garage layout.

The procedure to award a design contract would typically involve advertising, and obtaining written proposals from vendors, or on call consultants per municipal code 15.02.040 which can take months to complete. Staff reached out to on-call consultants to determine the level of interest and ability to deliver the project on an expedited time line, however, none had the availability and background that Indigo Hammond Architects could provide. On May 21, 2021, Indigo Hammond + Playle Architects provided a proposal in the amount of \$82,800 for the Fire Station 31 Ladder Truck Improvements, and on October 19, 2021, provided a revised proposal in the amount of \$111,565. The proposal provides a breakdown of three different service phases, \$70,568 will be used for design services, \$5,059 for bidding support, and \$35,938 for construction support. The revised proposal included costs for electrical improvements for upsizing the existing PG&E panel to provide additional capacity for future electric vehicle (EV) chargers, and heating, ventilation, and air conditioning (HVAC), and structural engineering.

Per Davis municipal code section 15.02.040(d)(3), an exception to the purchasing procedures is allowed when the operation urgency is such that an immediate order must be placed with the nearest capable vendor. The design and construction of the Fire Station 31 Ladder Truck Improvements must be completed due to operation urgency as the ladder truck will be delivered in late Spring or early Summer of 2022. Furthermore, Davis municipal code section 15.02.130(a) provides an exception in the purchasing procedures when it is in the City's best interests to suspend the purchasing procedures for the purchase or contract. It is in the City's best interest to have Indigo Hammond + Playle Architects complete the design of the Fire Station 31 Ladder Truck Improvements due to their involvement with the Fire Station 31 Kitchen Remodel project, and familiarity with the existing (HVAC), plumbing, electrical, and building layout. If a different vendor was selected to provide design services, additional time would be required for the vendor to become familiar with the existing Fire Station 31 conditions, and configuration.

By going through the typical procurement process of noticing a request for proposals for design of the ladder truck improvements, the overall schedule would be delayed by at least 3 months. Staff would advertise the request for proposals, provide an onsite visit, and wait for proposals, at which point staff would review, and conduct interviews with prospective firms for the design of the ladder truck improvements. Once a selection is made, staff would need Council approval to award the design contract to the selected firm, and issue the professional services agreement for design. Once the agreement is executed, staff would start the kickoff meeting for the design of the improvements, and the design firm would spend time to draft the layout of the fire station, and incorporate the fire station kitchen remodel designs, which include, electrical, and mechanical improvements. Any changes that affect the kitchen remodel would require additional staff time, City funds, and coordination with Indigo Hammond + Playle Architects to update the kitchen remodel plans. By sole sourcing the design services to Indigo Hammond, the improvement plans would modify both the ladder truck improvements, and Fire Station 31 Kitchen Remodel plans simultaneously without working with another design firm. The City would also be at risk paying for potential construction support for two different design firms, and have two different improvement plans.

Design is anticipated to take approximately 2-3 months, and once the project is ready to go out to bid, the bid process would take approximately 3 months to award the construction contract. A table showing the timeline of the typical procurement process, and sole source process is shown below, and assumes no project delays.

Table 2 – Project Timeline

	Sole Source	Typical Procurement
Advertise Request for Proposals	N/A	December 2022
Review Proposals	N/A	January 2022
Award Design Contract	January 2022	March 2022
Begin Design	January 2022	April 2022
Complete Design	April 2022	July 2022

Advertise Notice Inviting Bids	May 2022	August 2022
Award Construction Contract at Council	July 2022	October 2022
Begin Construction	August 2022	November 2022
Construction Complete	November 2022	February 2023

Given Indigo Hammond + Playle Architects experience, and familiarity with Fire Station 31's existing conditions, and previously completed work on the Fire Station 31 kitchen remodel, staff recommends approving the attached resolution which approves the sole sourcing of the design contract, and approves the professional services agreement for the Fire Station 31 Ladder Truck Improvements to Indigo Hammond + Playle Architects. Additionally, staff recommends authorizing the City Manager to increase the not to exceed amount by \$15,000 if determined necessary by the City Manager to prevent delays in design or construction such as unforeseen electrical, structural work, field design changes, or involvement in construction meetings.

Attachment(s)

1. Resolution
2. Indigo Hammond + Playle Architects Proposal
3. Professional Services Agreement

RESOLUTION NO. 22-XXX, SERIES 2022

**RESOLUTION APPROVING SOLE SOURCE DESIGN SERVICES WITH INDIGO
HAMMOND + PLAYLE ARCHITECTS FOR THE FIRE STATION 31 LADDER TRUCK
IMPROVEMENTS PROJECT, CIP NO. UO0001, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, on March 16, 2021, Council directed staff to secure a more detailed cost estimate for the purchase of a tiller ladder truck; and

WHEREAS, Council directed staff secure a cost estimate to develop plans for Fire Station 31 modifications necessary to house a ladder truck; and

WHEREAS, it will be cost effective and more efficient to coordinate construction if the Fire Station 31 Ladder Truck Improvements Project, and Fire Station 31 Kitchen Remodel Project are combined into one project; and

WHEREAS, on May 21, 2021, staff received a revised a design proposal from Indigo Hammond + Playle Architects in the amount of \$111,565; and

WHEREAS, Indigo Hammond + Playle Architects is intimately familiar with the FS31 site by virtue of having completed the design plans for the Fire Stations 31 and 32 Kitchen Remodel Project; and

WHEREAS, Davis Municipal Code section 15.02.130(a) provides an exception in the purchasing procedures when it is in the City's best interests to suspend the purchasing procedures for the purchase or contract; and

WHEREAS, Davis Municipal Code section 15.02.040(d)(3) provides an exception to the purchasing procedures is allowed when the operation urgency is such that an immediate order must be placed with the nearest capable vendor.

WHEREAS, there is an operational urgency to have the Fire Station 31 ladder truck improvements completed as soon as possible; and

WHEREAS, it is in the City's best interest to have Indigo Hammond + Playle Architects complete the design of the Fire Station 31 Ladder Truck Improvements due to their involvement with the Fire Station 31 Kitchen Remodel project; and

WHEREAS, Indigo Hammond + Playle Architects has extensive knowledge and familiarity with Fire Station 31's building layout, existing heating, ventilation, and air conditioning (HVAC), plumbing, and electrical.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does hereby approve the sole source design services for the Fire Station 31 Ladder Truck Improvements Project, CIP No. UO0001; and

BE IT FURTHER RESOLVED that the City Council of the City of Davis does hereby award the design contract to Indigo Hammond + Playle Architects with a not to exceed amount of \$111,565; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the contract; and

BE IT FURTHER RESOLVED that the City Manager is authorized to increase the not to exceed amount by \$15,000 if necessary and sufficient funds are available within the project budget; and

BE IT FURTHER RESOLVED that all terms, conditions and covenants of said contract be and the same are hereby approved, ratified, and confirmed.

PASSED AND ADOPTED by the City Council for the City of Davis on this 11th day of January 2022 by the following votes:

AYES:

NOES:

ABSENT:

Gloria Partida
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk



HAMMOND + PLAYLE
ARCHITECTS, LLP

October 19, 2021

Kevin Fong, PE
Associate Civil Engineer
City of Davis, Public Works Dept.
23 Russell Blvd.
Davis, CA 95616

RE: Proposal for Architectural Services for Fire Station 31 Ladder Truck Improvements and Kitchen Remodel

Dear Kevin:

This proposal for Architectural Services is for the design of the Fire Station 31 Ladder Truck Improvements, the Kitchen Remodel Construction Phase, and a separately bid Main Electrical Service Panel Up Grade. This proposal pertains to Fire Station 31 only. Listed below is the architectural, as well as the structural, mechanical, electrical, and plumbing engineering work that needs to be done to prepare complete Construction Documents (CD's) and the Bidding and Construction Administration (CA) phase work for FS 31 described in the Added Scope of Work for Fire Station 31 below. The Bid Phase and Construction Phase scope also includes the previously completed remodel design for the kitchen at FS 31. The Main Electrical Service Panel Up Grade will be designed and bid as a separate project.

Added Scope of Work for Fire Station 31

1. Review as built plans provided by City.
2. Kick off meeting with City Staff.
3. Prepare Code search.
4. Prepare Schematic Design.
5. Meet with City Staff to review and approve Schematic Design.
6. Prepare Main Electrical Service Panel Up Grade CD's and Bidding Documents which will be bid and built as a separate project as soon as possible. This work also includes arc flash analysis and design. Schedule TBD.
7. Prepare Architectural and Engineering CD's for:
 - a. Relocating stairs from southeast corner of Apparatus Room to Patio Area south of Day Room, to accommodate new Ladder Truck, and provide new motorized roll up door in a new +- 16' section of wall at the south wall of the fire station (See attached Conceptual Floor Plan).
 - b. Providing slide pole from 2nd Floor to Ground Floor, final location TBD;
 - c. It is expected that minor adjustments will be made to the existing Kitchen Remodel Plans dated 03/01/2021 similar in scope to the changes recently made to the Fire Station 32 plans.

- d. Review 60% CDs with Staff, prior to proceeding to 100% CDs.
- 8. Respond to Plan Check Comments
- 9. Provide Architectural Services for the Bidding Phase.
- 10. Provide Architectural Services for the Construction Phase.
- 11. Prepare as-built drawings for FS 31 based on contractors marked up plans and notes.

Cost of the Work

The cost of the work is estimated to be: \$111,565 invoiced on a T&M basis. See: Exhibit A - Fee Breakdown, Exhibit B - Fee Schedule; and Exhibit C – Fire Station 31 Concept Plan

Assumptions and Exclusions:

- 1. Any work not specifically scoped here in is excluded.
- 2. Bidding and Construction phase work includes both the new design elements described above and the previously completed Fire Station 31 Plans with Final Review date of 03/01/2021.
- 3. The work includes architectural services, structural engineering services, and mechanical, electrical, and plumbing engineering services. However, it is assumed that mechanical and plumbing engineering will not be necessary for the new Ladder Truck Improvements design work described above.
- 4. Structural analysis and structural retrofit design of the existing building and design work beyond that which is described above is excluded.
- 5. Services required due to significant changes in the project including changes in size, quality, complexity, schedule, or methods of bidding are excluded.
- 6. Providing details for repair of defective construction is excluded.
- 7. The preparation of documents for an alternate bid is excluded.
- 8. Commissioning support is excluded.
- 9. Electric vehicle charging stations to be added but assumes that no additional site improvements are necessary except immediately adjacent to the new stair tower and the new roll up door.
- 10. Electrical up grades that may be required by CEC 708 other than for the systems described above are excluded.
- 11. Printing is excluded.
- 12. COPS design per CEC 708, fire alarm and sprinkler design, Commissioning, and generator replacement are excluded.

Please call me if you have any questions. I look forward to continuing our work with you on this project.

Sincerely,



Jonathan Hammond, AIA, C 27227

Exhibit A - Fee Breakdown

DAVIS FIRE STATION 31 - LADDER TRUCK EXPANSION		DESIGN, BIDDING, AND CONSTRUCTION SUPPORT FEE ESTIMATION			10/19/2021
SCOPE OF WORK, TASKS		ARCHITECTURE	STRUCTURAL ENGINEERING	MECHANICAL, ELECTRICAL & PLUMBING ENGINEERING	TOTALS
DESIGN LADDER TRUCK EXPANSION		\$47,308	\$13,800	\$3,290	\$64,398
ELECTRICAL SERVACE UP GRADE		\$580	\$0	\$5,590	\$6,170
BIDDING		\$4,264	205	590	\$5,059
CONSTRUCTION SUPPORT		\$31,008	3,450	1,480	\$35,938
TOTAL		\$83,160	\$17,455	\$10,950	\$111,565

Exhibit B - Fee Schedule

Fee Schedule

Indigo | Hammond + Playle Architects, LLP
2021 - 3rd Quarter

Principal Architect	\$255
Architect	\$208
Senior Designer	\$187
Designer/ Drafter- Level 2	\$155
Designer/ Drafter- Level 1	\$135
Clerical	\$110

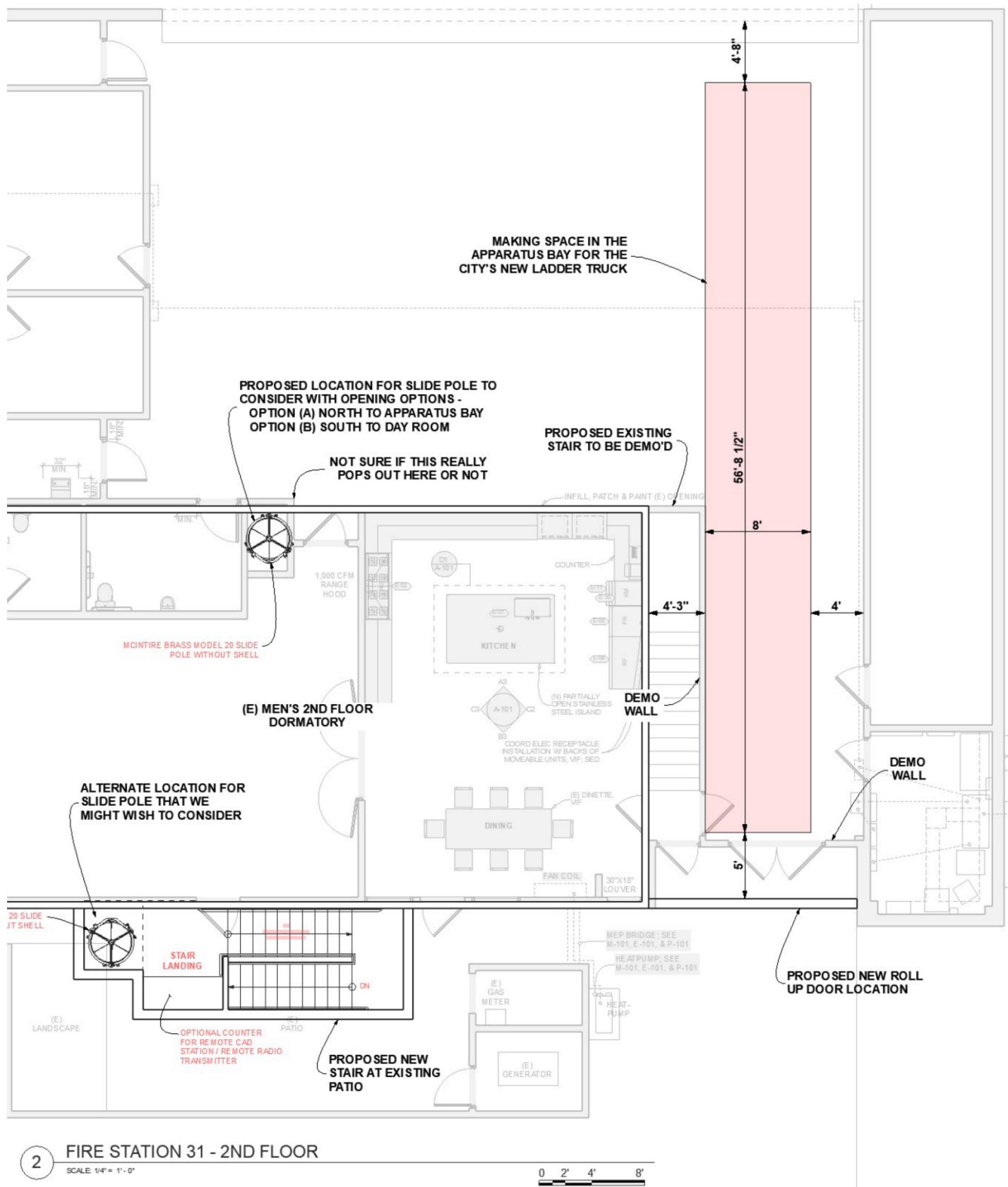
Overtime rate 1.5 times hourly rates above.

Consultants and reimbursable expenses are at 1.15 x cost.

Mileage at \$0.56 per mile.

Rates subject to change from time-to-time.

Exhibit C – Fire Station 31 Concept Plan



**CITY OF DAVIS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of January 11, 2022 by and between the City of Davis, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 23 Russell Boulevard, Davis, CA 95616 ("City"), and Indigo Hammond + Playle Architects, LLP, a limited liability partnership with its principal place of business at 909 Fifth Street, Davis, CA 95616 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City requires provision of the following professional services:

Design services bid support, and construction support for the Fire Station 31 Ladder Truck Improvements Project, CIP No. UO0001, all as more fully set forth and described in this Agreement.

B. Consultant is duly licensed and/or otherwise fully authorized by law, and has the necessary experience and qualifications, to provide such services. City enters this Agreement in substantial reliance on such experience and qualifications.

C. The Parties enter this Agreement in order to set forth terms and conditions governing Consultant's performance of the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Scope of Services.

Consultant shall perform the services generally described in (i) the Scope of Services attached hereto as Exhibit "A"; (ii) any applicable request for proposals issued by the City; and (iii) as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services" herein.)

2. Compensation.

a. Subject to Section 2.b, below, the City shall pay for the Services satisfactorily performed, in accordance with the Schedule of Rates/Payments set forth in Exhibit "B", attached hereto.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$ 111,565. This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services, unless otherwise agreed upon in writing. Consultant shall be deemed to have made all necessary inquiries and site inspections prior to agreeing to perform the Services. Periodic payments for undisputed work shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

The Parties may agree on additional work to be provided as part of the Services. An amendment to this Agreement shall be prepared by the City and executed by both Parties authorizing such additional work and compensation therefor, prior to such work being performed.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available for review by the City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

5. Term; Time of Performance.

The term of this Agreement shall commence on the date first set forth above and shall expire on December 31, 2022, unless extended or earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing. **Consultant shall commence work within three (3) business days of receiving City's verbal or written notice to proceed.** Consultant represents that it has the professional and technical personnel required to satisfactorily perform the Services as required by this Agreement. All indemnification provisions of this Agreement shall survive and remain in effect following the termination of this Agreement. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

6. Delays in Performance.

a. Force Majeure. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by force majeure events. Force majeure events mean and refer to circumstances beyond the reasonable control of the non-performing party including, but not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Consultant's lack of financial capability, in the absence of any of the foregoing events, shall not constitute a force majeure event.

b. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, statutes, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. City may, but is not required, to assist Consultant in obtaining and maintaining all permits required of Consultant by federal, state and/or local regulatory agencies.

c. If applicable, and unless otherwise provided in the Scope of Services, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care.

Consultant's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall, at all times herein, possess any and all State of California and/or federal professional licenses and certifications, as applicable, required to lawfully perform the Services.

9. Assignment and Subcontracting.

Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of the City, which may be withheld for any reason. The Services required to be performed by the Consultant are personal to the Consultant. Any attempt to so assign, transfer, or subcontract without such consent shall be void and without legal effect and shall constitute grounds for termination. Authorized subcontracts, if any, shall contain a provision making the subcontractor subject to all requirements of this Agreement.

10. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from City as herein provided.

a. All work and other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Davis business license as required by the Davis Municipal Code. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

b. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City

telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

c. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

d. To the maximum extent permitted by law, Consultant shall indemnify, defend and hold harmless the City and other Indemnitees (as defined in Section 13.a herein), from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provision of this Section 10, or any of Consultant's personnel practices. In addition to all other remedies at law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification obligation arising under this Section. The duty of indemnification set forth in this Section is in addition to all other indemnification provisions of this Agreement.

11. PERS Compliance and Indemnification.

a. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance

with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

b. **Indemnification.** To the maximum extent permitted by law, Consultant shall defend, indemnify and hold harmless City, and the other Indemnitees (as defined in Section 13.a herein) from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provision of this Section 11.

12. **Insurance.** Unless otherwise permitted in writing by City's Risk Manager, Consultant shall not commence work for the City until it has secured all insurance required under this section and provided evidence thereof that is acceptable to the City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. **Commercial General Liability**

(i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) (by deletion of this exclusion)
- (7) Contractual Liability with respect to this Agreement
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall be endorsed to name the City, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) Subject to the City's written approval, the general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall be endorsed to name the City, its officials, officers, employees, agents and City designated volunteers as additional insureds.

(iv) Subject to the City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of the Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

At all times during the performance of the work under this Agreement the Consultant shall maintain

f. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence (any auto) for bodily injury and property damage
Workers' Compensation	In the amount required by California law.
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. Evidence Required

Prior to execution of the Agreement, Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent),

together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required Additional Insured endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three (3) years.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

i. Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

(iii) City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

(iv) No City elected or appointed official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

(v) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

k. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the City, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold the City, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees" in this Section 13) free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal

City of Davis—Professional Services Agreement (Indigo Hammond + Playle Architects)

injury and property damage, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by the City or any of the other Indemnitees.

b. For Design Professional Services. If Consultant's Services hereunder include the performance of design professional services by a "design professional", (as defined below),, then to the extent permitted by law, Consultant shall, at its sole cost and expense, indemnify and hold the City and other Indemnitees, and each of them, harmless with respect to any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness, or willful misconduct of the Consultant, and/or its officers, agents, employees, servants, subcontractors, contractors or their officers, agents, employees, servants, contractors or subcontractors (or any entity or individual for whom the Consultant shall bear legal liability) in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Consultant, exceed the Consultant's proportionate percentage of fault.

For purposes of this Section 13.b, and in accordance with Civil Code Section 2782.8(a), "design professional" means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

c. The provisions of this Section 13 shall survive the termination of this Agreement.

14. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq. and 1770, et seq., which require the payment of prevailing wages and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public

works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with the Prevailing Wage Laws. These rates are on file with the City Clerk or may be obtained at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

(i) Copies of the prevailing wage rates may be obtained at cost at the City Clerk's office. Consultant shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

(ii) Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of this Agreement and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of the Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

15. Living Wage Ordinance.

a. Consultant agrees to comply with Davis Municipal Code Chapter 15.20, the City of Davis Living Wage Ordinance. If Consultant employs six (6) or more employees, and receives \$25,000 or more from the City pursuant to this Agreement and any other contracts with the City during a twelve month period, Consultant shall be required to provide all employees eligible under Chapter 15.20 with the minimum compensation set forth in Davis Municipal Code Section 15.20.060 during the term of this Agreement.

b. Prior to commencement of any work under this Agreement, Consultant and all subcontractors that are subject to the requirements of Chapter 15.20 will provide certification in a form satisfactory to the City that Consultant and subcontractors are providing all eligible employees the minimum compensation required pursuant to Davis Municipal Code Section 15.20.060. Additionally, prior to commencement of any work, Consultant shall notify in writing all employees that are eligible for minimum compensation of their rights under Chapter 15.20.

c. Consultant shall maintain all records and documents necessary to establish whether Consultant is subject to Chapter 15.20. If Consultant is subject to the requirements of Chapter 15.20, Consultant shall further be required to maintain monthly records of Consultant's employees, including records showing the hourly rate paid to each employee, the amount paid by Consultant for health benefits, if any, and the amount of days off provided per year for sick leave, vacation, or personal necessity. The records described in this subsection shall be made available to the City upon request. The failure to produce these records within three (3) business days following request by the City shall be a default under this Agreement.

d. Consultant shall include the requirements of Chapter 15.20 in any and all agreements with subcontractors hired to provide the Services pursuant to this Agreement. Any and all subcontractors retained by Consultant to provide the Services pursuant to this Agreement that employ six or more employees and receive \$25,000 or more for the Services provided to the City pursuant to this and any other City contracts during a 12-month period shall be required to comply with the terms of Chapter 15.20. Failure by a subcontractor subject to the requirements of Chapter 15.20 to comply with the terms of Chapter 15.20 shall constitute a default of the Consultant under this Agreement.

16. Use of Recycled Paper. Consultant shall comply with the City's policy on the use of recycled paper, as set forth in Exhibit "C" of this Agreement.

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California. Consultant must comply with the claim procedures set forth in Government Code section 900, et seq. prior to filing any lawsuit against the City.

18. Termination.

a. City has the right to terminate any portion or all of the Services under this Agreement with or without cause, by giving ten (10) calendar days' prior, written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant the reasonable value of services rendered for any portion of the Services completed prior to termination. If said termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by City and Consultant. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services or services within the Scope Services performed prior to the effective date of this Agreement, and shall not be entitled to damages or compensation resulting from such termination of the Services.

b. Consultant may terminate its obligation to provide services under this Agreement by serving written notice of termination to the City, provided Consultant has first served the City with a written notice of default and demand to cure, and City has failed to cure such default within thirty (30) days of receipt of such notice.

19. Ownership of Work Product.

a. Except as otherwise provided in Section 18, "Termination", above, and unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made provided that any such use shall be at City's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

b. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the City pursuant to subsection (a), above.

c. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold City, and the other Indemnitees (as defined in Section 13(a), above) harmless from any and all loss, claim or liability in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or

trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

20. Party Representatives.

Consultant hereby designates Jonathan Hammond, or his or her designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City. City hereby designates Dianna Jensen, or his or her designee, as City's Representative for this Agreement. The foregoing Representatives shall be authorized to approve non-monetary revisions to this Agreement, provide consent where required herein, and to make other administrative decisions that will be binding on their respective Party, except as otherwise specifically required herein.

21. Notices.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Davis
23 Russell Boulevard
Davis, CA 95616
Attn: Dianna Jensen

CONSULTANT:

Indigo Hammond + Playle Architects, LLP
909 Fifth Street
Davis, CA 95616
Attn: Jonathan Hammond

and shall be effective upon receipt thereof.

22. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to

City of Davis—Professional Services Agreement (Indigo Hammond + Playle Architects)

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement.

This Agreement, with its exhibits, all of which are incorporated by reference herein, and all documents incorporated by reference, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any exhibit hereto or document incorporated by reference herein, the provisions of this Agreement shall govern.

25. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

28. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

29. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants to provide the Services or similar services to the City.

30. Interest of Consultant.

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 under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City.

31. Interest of Subcontractors.

Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed. Consultant has provided City with a list of all subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist the City in affirming compliance with this Section.

32. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF DAVIS
AND INDIGO HAMMOND + PLAYLE ARCHITECTS, LLP**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF DAVIS

Indigo Hammond + Playle Architects, LLP

By: _____
Mike Webb
City Manager

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
Zoe S. Mirabile, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Inder Khalsa
City Attorney

EXHIBIT A

Scope of Services

The project scope includes design services of architectural, structural, mechanical, electrical, and plumbing engineering work that needs to be done to prepare complete Construction Documents (CD's) and the Bidding and Construction Administration (CA) phase work for Fire Station 31 Ladder Truck Improvements Project.

This proposal for Architectural Services is for the design of the Fire Station 31 Ladder Truck Improvements

1. Review as built plans provided by City.
2. Kick off meeting with City Staff.
3. Prepare Code search.
4. Prepare Schematic Design.
5. Meet with City Staff to review and approve Schematic Design.
6. Prepare Main Electrical Service Panel Up Grade CD's and Bidding Documents which will be bid and built as a separate project as soon as possible. This work also includes arc flash analysis and design. Schedule TBD.
7. Prepare Architectural and Engineering CD's for:
 - a. relocating stairs from southeast corner of Apparatus Room to Patio Area south of Day Room, to accommodate new Ladder Truck, and provide new motorized roll up door in a new +- 16' section of wall at the south wall of the fire station;
 - b. providing slide pole from 2nd Floor to Ground Floor, final location TBD.
 - c. It is expected that minor adjustments will be made to the existing Kitchen remodel plans dated 03/01/2021 similar in scope to the changes recently made to the Fire Station 32 plans.
 - d. Review 60% CDs with Staff, prior to proceeding to 100% CDs
8. Respond to Plan Check Comments.
9. Provide Architectural Services for Bidding Phase.
10. Provide Architectural Services for Construction Phase.
11. Prepare as-built drawings for FS 31 based on contractors marked up plans and notes.

Exhibit A

City of Davis—Professional Services Agreement (Name of Consultant)

EXHIBIT B

Schedule of Rates/Payments

Consultant will invoice City on a monthly cycle, or otherwise as expressly provided in this Agreement. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task, as applicable. Prior to undertaking any work outside of the existing scope, Consultant will inform City, detailing what additional work is recommended and the associated cost. No out-of-scope work shall be performed without express written permission from City. Any other terms and conditions relating to the amount of compensation to be paid to Consultant are as follows:

DAVIS FIRE STATION 31 - LADDER TRUCK EXPANSION		DESIGN, BIDDING, AND CONSTRUCTION SUPPORT FEE ESTIMATION			10/19/2021
SCOPE OF WORK, TASKS		ARCHITECTURE	STRUCTURAL ENGINEERING	MECHANICAL, ELECTRICAL & PLUMBING ENGINEERING	TOTALS
DESIGN LADDER TRUCK EXPANSION		\$47,308	\$13,800	\$3,290	\$64,398
ELECTRICAL SERVACE UP GRADE		\$580	\$0	\$5,590	\$6,170
BIDDING		\$4,264	205	590	\$5,059
CONSTRUCTION SUPPORT		\$31,008	3,450	1,480	\$35,938
TOTAL		\$83,160	\$17,455	\$10,950	\$111,565

Exhibit B

EXHIBIT C
USE OF RECYCLED PAPER

All paper used for any reports that are required to be submitted under this Agreement shall be produced on recycled paper conforming to the minimum content standards as specified herein. All such reports shall have the front cover labeled in such a way as to clearly identify that the report was produced on recycled paper. Where practicable, the pages of all such reports shall be produced double-sided.

Definitions.

Postconsumer Material means only those paper products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from solid wastes for the purpose of collection, recycling, and disposition.

Recovered Paper Material means paper waste generated after the completion of a papermaking process, such as postconsumer materials, envelope cuttings, bindery trimmings, printing wastes, cutting and other converting wastes, butt rolls and mill wrappers, obsolete inventories, and rejected unused stock. Recovered paper material, however, shall not include fibrous wastes generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls (mill broke), or fibrous byproducts of harvesting, extractive or woodcutting processes, or forest residues such as bark.

Minimum Content Standard. The following categories of paper must contain the minimum percentages of material listed under both “Recovered Material” and “Postconsumer Material” included within the total “Recovered Material” percentage. When utilizing a category of paper not listed below, the paper shall contain the highest percentage of recycled paper available.

Article I. Paper Category	Article II. Minimum Percentage of “Recovered Material”	Article III. Minimum Percentage of “Postconsumer Material”
Article IV. High-speed Xerographic	Article V. 50	Article VI. 30
Article VII. Bond Paper	Article VIII. 50	Article IX. 30
Article X. Cover Stock	Article XI. 50	Article XII. 30
Article XIII. Envelopes	Article XIV. 50	Article XV. 30