

## DESIGN SERVICES AGREEMENT

This Design Services Agreement (“Agreement”) is dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and Wolff/Lang/Christopher Architects, Inc., a California corporation, (“Contractor”). City and Contractor are sometimes referred to herein as the “Parties”, and individually as a “Party”.

### RECITALS

A. City issued Request for Proposals No. 1145-18 on December 13, 2017, seeking proposals for the provision of design and construction support services for Fire Station No. 2. Contractor submitted a proposal dated January 30, 2018 in response to the RFP.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor as an independent contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

#### 1. Contractor’s Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the “Services”), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Contractor Representative shall be Kelley Needham, Principal (the “Contractor Representative”). The Contractor Representative shall directly manage Contractor’s Services under this Agreement. Contractor shall not change the Contractor Representative without City’s prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline, set forth in **Exhibit A**.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like

professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works”, Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through December 31, 2020, unless sooner terminated as provided in Section 12 of this Agreement or extended.

**3. Compensation.**

A. Compensation. As full compensation for Contractor’s Services provided under this Agreement, City shall pay Contractor the total sum of \$750,510.00 (the “Maximum Compensation”), as set forth in the Approved Fee Schedule attached hereto as **Exhibit B**.

B. Expenses. City shall only reimburse Contractor for those expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses collectively exceed the total sum of \$14,200.

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor’s performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

**4. Method of Payment.**

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City Shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

**5. Independent Contractor.** Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

**6. Confidentiality.**

A. Contractor covenants that all data, reports, documents, studies, drawings, plans, maps, models, photographs, discussion, or other information (collectively "Data and Documents") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests

provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

## **7. Ownership of Documents.**

A. All Data and Documents required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data and Documents submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original Data and Documents, including computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services, shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

## **8. Indemnification.**

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against 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, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

1) Other Indemnities.

2) Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against 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, attorneys, or other professionals and all costs associated therewith and the

payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

3) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

B. Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

1) Workers' Compensation Acts not Limiting. Contractor's obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

2) Insurance Requirements Not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by

City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

3) Survival of Terms. The indemnification in this Section 8 shall survive the expiration or termination of this Agreement

## **9. Insurance.**

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 9.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability [Errors and Omissions] Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements Not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

## **10. Mutual Cooperation.**

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

**11. Records and Inspections.** Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

## **12. Termination of Agreement.**

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

**14. Default.**

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. If the City Manager or his delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:  
Attn: Mo Estepa, Associate Engineer  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: (310) 802-5325  
Email: [mestepa@citymb.info](mailto:mestepa@citymb.info)

If to Contractor:  
Attn: Kelley Needham, Principal  
WLC Architects, Inc.  
8163 Rochester Avenue, Suite 100  
Rancho Cucamonga, CA 91730  
(909) 987-0909  
Email: [kelly@wlcarchitects.com](mailto:kelly@wlcarchitects.com)

With a courtesy copy to:

Quinn M. Barrow, City Attorney  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: (310) 802-5061  
Email: [qbarrow@citymb.info](mailto:qbarrow@citymb.info)

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

**18. Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**19. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**20. Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**21. Final Payment Acceptance Constitutes Release.** The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, sub-contractors and agents.

**22. Corrections.** In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

**23. Non-Appropriation of Funds.** Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, the Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**24. Exhibits.** Exhibits A, B and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

**25. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**26. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**27. Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

**28. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**29. Business Days.** “Business days” means days Manhattan Beach City Hall is open for business.

**30. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

**31. Attorneys’ Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover actual attorneys’ fees, experts’ fees, and other costs, in addition to all other relief to which that Party may be entitled.

**32. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**33. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**34. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

Contractor:

WLC Architects, Inc.  
a California Corporation

City of Manhattan Beach,  
a California municipal corporation

By: \_\_\_\_\_  
Name: Bruce Moe  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Name: Steve Charelian  
Title: Acting Finance Director

By: \_\_\_\_\_  
Name: KELEY NEEDHAM  
Title: PRINCIPAL

By: \_\_\_\_\_  
Name: George M. Wiers  
Title: CFO

**PROOF OF AUTHORITY TO BIND CONTRACTING  
PARTY REQUIRED**

**EXHIBIT A**  
**SCOPE OF SERVICES**

# Exhibit A

## SCOPE OF SERVICES

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The Consultant will be required to provide professional architectural, engineering and construction support services to take the project from inception to completion.

The scope of work for this project is based on the City provided, Council approved Conceptual Plan, to provide professional architectural and engineering design services to prepare plans, specifications and cost estimate (PS&E) for the removal and rebuilding of the existing Fire Station No. 2; to provide bidding support and construction support during bidding and construction periods; to provide Record Drawings (As-Built plans) upon completion of the project.

The scope of work will be accomplished during three independent phases. The City Council will ultimately approve the overall footprint, architectural style, basic building materials and structural system. Separate Notices to Proceed (NTP) will be issued to the consultant for each phase. Issuance of an NTP to the consultant for any phase will be solely at the discretion of the City. The following is a description of the phases during the consultant's performance for this contract:

### **PHASE I**

Preliminary Design - Consultant staff to perform the following tasks:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs.
- B. Meet with all applicable City departments to understand City Codes, requirements and needs for the new Fire Station No. 2.
- C. Study the two Options provided in Attachment 3 of RFP 1145-18, then produce a Preliminary layout plan. Obtain concurrence and approval by all City departments stakeholders, Planning Commission and City Council.
- D. Contact all utility companies and perform utilities research for the project. Include an allowance for ten potholes as required and authorized by the City.
- E. Provide a complete survey of the project area in order to prepare all appropriate plans and specifications, establishing horizontal and vertical control for the project.
- F. Provide a Geotechnical Report about the soils condition of the site.
- G. Upon completion of the following: overall footprint and areas are agreed, building architecture style selected and basic building materials and structural system discussed and agreed in principle, then prepare final concept layouts and renderings.
- H. Prepare and submit a set of Preliminary Design Plans (30% Submittal).
- I. Estimate two (2) presentations at community meetings.
- J. Prepare and present as many presentations as necessary during design process to City's staff members and Council members.
- K. Provide exhibits in the form of drawings, renderings or videos and copy for use on the City's website.

### **DELIVERABLES**

- Photographic Record of Existing Site Conditions
- Preliminary Layout Plans
- Topographic Survey
- Geotechnical Report
- Preliminary Design Plans to include approved concept layout and renderings (30% Submittal)
- Preliminary Cost Estimate (30% Submittal)

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- Updated Project Schedule
  - Community Meetings (2)
  - Staff and Council Presentations
  - Exhibits for Website

## **PHASE II**

Environmental Analysis and Clearance - "Consultant" staff to perform the following tasks

- A. Complete a detailed assessment and prepare all required documentation in compliance with CEQA and all other environmental rules and regulations.
- B. Coordinate with the City and prepare permit applications/notifications for the project as applicable and obtain clearance. Secure required land use entitlements.
- C. Conduct a Hazardous Material Survey of the existing fire station.
- D. Return to City Council for final approval of CEQA documents.

Final Design - Plans, Specifications and Estimates - Consultant staff to perform the following tasks:

- A. Prepare structural and engineering plans for the design of the new facility, using City Title block and consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Demolition Plans, Precise Grading Plan, Elevation and Floor Plans, Structural, Electrical, Lighting, Mechanical/HVAC, Plumbing plans, a wall mounted dedication plaque and Typical Sections and Details. The current entrance of the Fire Station off Manhattan Beach Boulevard includes flashing signals, special striping and pavement markings "Keep Clear" and modified median markings which will need to be modified accordingly based on the configuration of the new station layout and is assumed to be part of this scope of work.
- B. Submittal of plan set shall be delivered at 60% submittal, 90% submittal and final (five (5) sets per submittal). A Rough Order Magnitude Cost Estimate, line items for independent Claim Avoidance, Constructability Review and Bidability Review shall include at 60% and 90% submittals. When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- C. Prepare all technical construction specifications consistent with City format, APWA, CSI, current edition with updates, etc. at 60%, 90% and Final submittals.
- D. Consultant shall review and complete the front end documentation (Boiler Plate) provided by the City for this project.
- E. The consultant's engineer of record shall stamp and wet sign all plans, specifications and other documents pertinent to the project as necessary.
- F. Submittal of specifications shall be delivered to the City at 60% submittal, 90% submittal and final. When Final Design is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Consultant is fully responsible for obtaining all approvals (plan check, permit [internal and external] to the City, etc.) necessary in order for this project to be constructed.
- H. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents at 60% submittal, 90% submittal and final in a spreadsheet format.
- I. Design should include working with City to identify a suitable temporary location with fully furnished trailer including utilities for Fire Department crew to function during entire duration. The temporary facility plans may be part of the construction plans or a stand alone set of documents as determined by the City.

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- J. Consultant to prepare a tentative and final parcel map to merge the three legal lots into one.
  - K. Consultant to prepare a construction SWPPP notebook and NOI in order to obtain a WDID number.
  - L. Consultant to provide QSD services to revise the SWPPP during construction. Contractor to be responsible for QSP services during construction.
  - M. Prepare a Water Quality Management Plan and Hydrology Study.
  - N. Prepare a street dedication easement legal description, sketch and traverse closures for Manhattan Beach Boulevard.
  - O. Consultant to include an allowance for an assessment of noise anticipated during construction and recommended mitigation measures.

Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings - Consultant staff to perform the following tasks:

- A. Meet with the City (at a minimum monthly for project update) to accomplish project tasks as outlined. Meetings expected between the Consultant and City shall be at a minimum but not limited to: Project Kick-off Meeting, site visits, progress meetings, public meetings, Commission meetings and City Council Meetings.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.
- C. Obtaining all permits and utility clearances to service the building.
- D. The Consultant shall be available to assist the City with Requests for Information support throughout the bidding and construction processes as necessary.
- E. Consultant shall be available to attend the Pre-Bid Conference and answer technical questions from prospective bidders.
- F. Assist with Bid Qualification if needed.

**DELIVERABLES**

- Structural and Engineering Plans
- Technical Specifications
- Specification Front End Documents
- Parcel Map
- Storm Water Pollution Prevention Plan and NOI
- Water Quality Management Plans
- Hydrology Study
- Traffic Control Plan
- Dedication Easement
- Acoustical Analysis
- Updated Cost Estimates
- Updated Project Schedule
- CEQA Related Documents

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### **PHASE III**

Construction - Cursory Inspection and technical support services ("Consultant" staff to perform the following tasks). The City anticipates hiring a separate Construction Management (CM) and Inspection firm to perform the CM and Inspection duties during construction.

- A. After the bid is awarded, the Consultant shall continue to support the City by answering technical questions, requests for information (RFIs), requests for change orders (RFCOs) from the contractor, including all necessary technical drawings to mitigate unexpected field conditions and/or to clarify the intent of designer and the PS&E during construction as necessary.
- B. Consultant shall be responsible for the review and approval of all submittals by the contractor during the duration of the project.
- C. Consultant should plan on providing cursory site inspection, at the direction of the City, to ensure that the contractor is constructing the facility in accordance with the design plans.
- D. Consultant to assist the City with closeout services once it is constructed. The City will be hiring a construction management firm to provide oversight of the construction and closeout of the building. The Consultant and Engineering team shall meet and review the entire facility. A final punch list will be developed and distributed to all parties. Items noted will include corrections, non-conforming work and work remaining to be completed.
- E. Consultant to provide Record Drawings (As-Built plans), in both mylars and digital AutoCAD copies, upon completion of the project.

#### **DELIVERABLES**

- As-Built Plans
- Punch List

Exhibit A

Schedule

Phase 1 | Phase 2 | Phase 3



Item/Description	2018							2019										2020							
	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	
<b>PHASE 1</b>																									
1. Geotechnical Report	█		█																						
2. Develop Program	█		█																						
3. Building/Site Design Options	█		█																						
4. Community Meetings	█		█																						
5. Topographic Services	█		█																						
6. Review and Approval	█		█																						
<b>PHASE 2</b>																									
1. Environmental Studies			█																						
2. Fixture and Equipment Book			█																						
3. Cost Estimate			█																						
4. Fire/City Review (60% Submittal)			█																						
5. Prepare Construction Documents			█																						
6. Fire/City Review (90% Submittal)			█																						
7. Cost Estimate			█																						
8. Prepare Final Bid Documents			█																						
9. Bidding Period			█																						
10. Review Bids/Award of Contract			█																						
<b>PHASE 3</b>																									
1. Job Site Meetings										█															
2. Submittal and Shop Drawings										█															
3. Punch List										█															
4. Final Completion and Move-in										█															

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

# Exhibit B

## FEE SCHEDULE

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### A. FEE

Your contract with WLC will mark a purposeful investment in your facilities. We are here to make sure that you consider that investment to be a good one, with significant returns. WLC is extremely flexible when it comes to the fee structure that best suits each new commission. We want the City and Fire Department to feel that you are getting both a quality architectural product and excellent professional services at a fair market price.

Our fee will be based on an hourly rate for services rendered with a not-to-exceed fee for each phase as set forth below and includes the following disciplines:

- Civil Engineering
- Architectural Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Landscape Architecture
- Environmental Engineering
- Traffic Engineering

A breakdown of our fee is as follows:

<b>PHASE OF SERVICE</b>	<b>FEE</b>
<b>Phase I Service</b>	\$ 59,310.00
Topographic Survey - Fire Station 2	11,970.00
Geotechnical Investigation	16,575.00
<b>SUBTOTAL PHASE I</b>	<b>\$ 87,855.00</b>
<b>Phase II Services</b>	378,720.00
Topographic Survey - Temporary Fire Station	8,000.00
Parcel Map	15,000.00
SWPPP/NOI/QSP Services	6,000.00
Water Quality Management Plan	8,000.00
Hydrology Study	5,000.00
Off-Site Improvement Plan*	10,000.00
Street Dedication	3,000.00
Furniture Plan	7,000.00
Environmental Documentation**	45,850.00
Traffic Engineering*	13,500.00
Hazardous Material Survey	2,000.00
<b>SUBTOTAL PHASE II</b>	<b>\$ 502,070.00</b>
<b>Phase III Services</b>	95,585.00
As-Built Drawings	5,000.00
<b>SUBTOTAL PHASE III</b>	<b>\$ 100,585.00</b>
Reimbursable Allowance	14,200.00
Supplemental Design Services***	20,000.00
Acoustical Allowance	20,000.00
Potholing Allowance	20,000.00
<b>TOTAL FEE</b>	<b>\$ 764,710.00</b>

\*Note that these services may or may not be needed depending on the final layout of the Fire Station and the extent of the work required in the public right of way.

\*\*Note that the fee for this service may be less depending on the extent of the environmental documentation required.

# Exhibit B

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\*\*\*Note that the Supplemental Design Services is for potential changes to the scope of work and will only be used as directed by the City.

## **B. REIMBURSABLES**

Items required or requested by the City, Fire Department, or approving agency will be invoiced as reimbursable without markup on monthly intervals. Reimbursables generally include the following:

1. Bulk paper copy.
2. Printing/Mylars.
3. Express or overnight mail/courier service.

## **C. ITEMS EXCLUDED**

The following is a list of items which are excluded from our scope of services or are not anticipated to be required. However, these services can be included, if requested, or once additional information is known:

1. Construction Surveying/Staking/Certifications.
2. Plan Check/Permit Fees.
3. Professionally Constructed Building Models.
4. Title Reports and Reference Deeds.
5. Energy Modeling.
6. Conformed Documents.
7. Shoring Design.
8. Arborist/Biologist Reports.
9. Cone Penetration Testing.
10. Radius maps, mailing lists and public hearing signage.
11. County, State, Title Company and Utility purveyor Fees.
12. Archaeology Studies.
13. Traffic Studies.
14. Soil Management or Agronomy Reports.
15. Legal Descriptions.
16. Services related to an Underground Parking Structure.
17. Boundary survey setting any new, or finding existing, property corner survey monuments.
18. Preparation of a Record of Survey map or corner record as required by the City or County.
19. Traffic Control Plans.
20. Services related to the undergrounding of overhead utility lines, or the relocation/replacement of poles, along the street or alley frontages.
21. Plans required to provide adequate utility (including fire lines) or storm drain infrastructure to a point in front of this project site.
22. General Plan Amendment, Master Plan Amendment, Zone Change, Conditional Use Permit, or Variance Applications, Forms, and Maps.
23. Offsite or onsite separate water, fire line, sanitary sewer, or storm drain improvement plan and profile drawing, or revisions to a separate City or utility company approved drawing, not already shown on our standard composite onsite utility and storm drain plan.
24. Foundation System: Our fee assumes typical spread footings in average soil conditions. Any other type of foundation system required as a result of poor soil conditions would not be considered within our scope of work.
25. Separate street lighting improvement plan.
26. Multiple Bid Packages.
27. QSD services during construction.
28. LEED documentation.
29. Commissioning services.

## **D. RESOURCE ALLOCATION MATRIX**

See attached.

## **E. SCHEDULE**

See attached.

## Exhibit B

### Resource Allocation Matrix

<b>Architectural and Engineering Design Services</b> <b>City of Manhattan Beach Fire Station No. 2</b>		WLC Project Team Members/ Hours Participation														
		WLC Architects	WLC Architects	WLC Architects	Leighton	Chambers Group	KOA	Cornerstone Studios	MSL Engineering	RM Byrd & Associates	IMEG Engineering	IMEG Engineering	IMEG Engineering	GM Business Interiors	Reimbursable Costs/Phase	Totals
		Principal Architect	Project Architect	Project Designer	Geotechnical Engineer	Environmental Consultant	Traffic Consultant	Landscape Architect	Civil Engineer	Structural Engineer	Mechanical Engineer	Plumbing Engineer	Electrical Engineer	Furniture Consultant		
Phase	Task Item/Description															
	<b>PRELIMINARY DESIGN SERVICES</b>															
	A. Field Investigation/Identify Design Issues/Analysis of Project Data	10	10	10	10	0	0	0	5	0	0	0	0	0	0	
	B. Meetings w/City Departments/Investigate all City codes/project requirements	12	12	0	0	0	0	0	0	0	0	0	0	0	0	
	C. Analysis of Two Options/Develop preliminary plans and obtain City approvals	15	20	20	0	0	0	0	0	0	0	0	0	0	0	
	D. Develop Topo Survey/ Investigate Utility Companies requirements	10	10	0	0	0	0	0	58	0	0	0	0	0	0	
	E. Develop Geotechnical Report of Existing Site	5	5	0	75	0	0	0	0	0	0	0	0	0	0	
	F. Develop Preliminary Drawings (30% Submtl.) based on agreed materials/structure	15	30	110	0	0	10	0	0	0	0	0	0	0	0	
	G. Conduct (2) Community Public Presentations of Preliminary Design	8	8	10	0	0	0	0	0	0	0	0	0	0	0	
	H. City Council Presentation of Schematic Design	12	12	15	0	0	0	0	0	0	0	0	0	0	0	
	I. Final Preliminary Design and Renderings for use on City's Website	5	10	15	0	0	0	0	0	0	0	0	0	0	0	
	<b>Subtotal Hours</b>	92	117	180	85	0	10	0	63	0	0	0	0	0	547	
	<b>Standard Hourly Rates</b>	\$210.00	\$170.00	\$95.00	\$195.00	\$175.00	\$180.00	\$175.00	\$190.00	\$185.00	\$170.00	\$170.00	\$180.00	\$175.00	\$0.00	
	<b>Subtotal Fees Phase I</b>	\$19,320	\$19,890	\$17,100	\$16,575	\$0	\$1,800	\$0	\$11,970	\$0	\$0	\$0	\$0	\$1,200	<b>\$87,855</b>	
	<b>ENVIRONMENTAL/ FINAL DESIGN</b>															
	A. Initial Meeting/Develop Project Description	0	0	0	0	12	0	0	0	0	0	0	0	0	0	
	B. Prepare Initial Administrative Study under CEQA guidelines	0	0	0	0	30	0	0	0	0	0	0	0	0	0	
	C. Develop Technical Studies (Air Quality, GHG, Cultural, and Noise Study)	0	0	0	0	90	10	0	0	0	0	0	0	0	0	
	D. CEQA Documentation/ Categorical Exemption	0	0	0	0	30	0	0	0	0	0	0	0	0	0	
	E. Meetings and Public Hearings	0	0	0	0	35	0	0	0	0	0	0	0	0	0	
	F. Final Report/ Negative Declaration	0	0	0	0	65	0	0	0	0	0	0	0	0	0	
	<b>Subtotal Hours</b>	0	0	0	0	262	10	0	0	0	0	0	0	0	272	
	<b>Standard Hourly Rates</b>	\$210.00	\$170.00	\$95.00	\$195.00	\$175.00	\$180.00	\$175.00	\$190.00	\$185.00	\$170.00	\$170.00	\$180.00	\$175.00	\$0.00	
	<b>Subtotal Fees</b>	\$0	\$0	\$0	\$0	\$45,850	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	<b>\$49,600</b>	
	<b>FINAL DESIGN</b>															
	A. Develop Construction Document Drawings (Submittals at 60% and 90%)	95	200	460	0	0	65	0	0	0	0	0	0	0	0	
	B. Develop Structural/Base Civil /Landscape/MEP/Furniture Consultant Documents	20	20	30	0	0	80	80	170	50	30	85	40	0	0	
	C. Civil Documents: LID/Hydrology Study/Street Improvements	0	0	0	0	0	0	260	0	0	0	0	0	0	0	
	D. Civil SWPPP/NOI/QSP Services	0	0	0	0	0	0	31	0	0	0	0	0	0	0	
	E. Tentative and Final Parcel Maps (Merge three lots into one)	0	0	0	0	0	0	80	0	0	0	0	0	0	0	
	F. Review City's Front-end documents	10	0	0	0	0	0	0	0	0	0	0	0	0	0	
	G. Develop a plan for an Interim location for the Fire Department	20	20	30	0	0	0	5	0	0	0	5	0	0	0	
	H. Develop Specifications in City Format (Submittals at 60% and 90%)	70	50	20	0	0	0	2	5	2	4	15	0	0	0	
	I. Design Coordination with Consultants	30	50	65	0	0	0	5	5	5	0	0	0	0	0	
	J. Plan Check Approval Process	20	40	40	0	0	0	5	10	5	0	0	0	0	0	
	K. 60% and 90% Cost Estimates and Schedule Updates	60	35	40	0	0	0	0	0	0	0	0	0	0	0	
	L. Monthly Status Meetings with City Staff & Project Team	9	9	7	0	0	0	0	0	0	0	0	0	0	0	
	M. Prepare Final Bid Documents	30	50	100	0	0	2	5	5	5	1	5	0	0	0	
	<b>Subtotal Hours</b>	364	474	792	0	0	65	84	471	195	67	35	110	40	2,697	
	<b>Standard Hourly Rates</b>	\$210.00	\$170.00	\$95.00	\$195.00	\$175.00	\$180.00	\$175.00	\$190.00	\$185.00	\$170.00	\$170.00	\$180.00	\$175.00	\$0.00	
	<b>Subtotal Fees</b>	\$76,440	\$80,580	\$75,240	\$0	\$0	\$11,700	\$14,700	\$89,490	\$36,075	\$11,390	\$5,950	\$19,800	\$7,000	<b>\$434,365</b>	

## Exhibit B

### Resource Allocation Matrix

Architectural and Engineering Design Services City of Manhattan Beach Fire Station No. 2		WLC Project Team Members/ Hours Participation														
		WLC Architects	WLC Architects	WLC Architects	Leighton	Chambers Group	KOA	Cornerstone Studios	MSL Engineering	RM Byrd & Associates	IMEG Engineering	IMEG Engineering	IMEG Engineering	GM Business Interiors	Reimbursable Costs/Phase	Totals
Phase	Task Item/Description	Principal Architect	Project Architect	Project Designer	Geotechnical Engineer	Environmental Consultant	Traffic Consultant	Landscape Architect	Civil Engineer	Structural Engineer	Mechanical Engineer	Plumbing Engineer	Electrical Engineer	Furniture Consultant		
Phase I	<b>BIDDING</b>															
	A. Respond to Bidders Requests for Information	5	10	0	0	0	0	1	1	2	1	1	0	0	0	0
	B. Prepare required Addendum	5	20	20	0	0	0	1	5	5	2	1	0	0	0	0
	C. Evaluate bids with Construction Management Team	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0
	D. Attend Meetings with City for Bid Award	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>Subtotal Hours</b>	22	42	20	0	0	0	2	5	7	3	2	0	0	0	<b>103</b>
	<b>Standard Hourly Rates</b>	\$210.00	\$170.00	\$95.00	\$195.00	\$175.00	\$180.00	\$175.00	\$190.00	\$185.00	\$170.00	\$170.00	\$180.00	\$175.00	\$0.00	
	<b>Subtotal Fees</b>	\$4,620	\$7,140	\$1,900	\$0	\$0	\$0	\$350	\$950	\$1,295	\$510	\$340	\$0	\$0	\$1,000	<b>\$18,105</b>
Phase II	<b>CONSTRUCTION ADMINISTRATION</b>															
Phase III	A. Respond to Contractor's Requests for Information	5	40	25	0	0	0	5	5	10	2	2	5	0	0	0
	B. Provide Clarifications / Requests for Changes	5	30	30	0	0	0	5	10	20	2	2	5	0	0	0
	C. Review Contractor Submittals and Shop Drawings	5	50	30	0	0	0	5	15	25	10	5	15	0	0	0
	D. Attend Jobsite Construction Meetings	0	95	0	0	0	0	0	0	0	0	0	0	0	0	0
	E. Monthly Status Meetings with City Staff & Project Team	25	25	0	0	0	0	0	0	0	0	0	0	0	0	0
	F. Project Close-Out (Provide Punch and Record Drawings)	10	30	30	0	0	0	5	5	5	5	5	5	0	0	0
		<b>Subtotal Hours</b>	50	270	115	0	0	0	20	35	60	19	14	30	0	0
	<b>Standard Hourly Rates</b>	\$210.00	\$170.00	\$95.00	\$195.00	\$175.00	\$180.00	\$175.00	\$190.00	\$185.00	\$170.00	\$170.00	\$180.00	\$175.00	\$0.00	
	<b>Subtotal Fees</b>	\$10,500	\$45,900	\$10,925	\$0	\$0	\$0	\$3,500	\$6,650	\$11,100	\$3,230	\$2,380	\$5,400	\$0	\$1,000	<b>\$100,585</b>
<b>TOTAL HOURS/FEE PHASES ALL PHASES</b>																
	<b>Total Hours</b>	528	903	1,107	85	262	75	116	574	262	89	51	140	40	0	<b>4,232</b>
		\$210.00	\$170.00	\$95.00	\$195.00	\$175.00	\$180.00	\$175.00	\$190.00	\$185.00	\$170.00	\$170.00	\$180.00	\$175.00	\$0.00	
	<b>Total Fee</b>	\$110,880	\$153,510	\$105,165	\$16,575	\$45,850	\$13,500	\$20,300	\$109,060	\$48,470	\$15,130	\$8,670	\$25,200	\$7,000	\$11,200	<b>\$690,510</b>
	Reimbursable Allowance															\$14,200
	Supplemental Design Services															\$20,000
	Potholing Allowance															\$20,000
	Acoustical Design Allowance															\$20,000
	<b>Grand Total</b>															<b>\$764,710</b>

**EXHIBIT C**  
**TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS**

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code 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 I will comply with such provisions before commencing the performance of the work of this contract.”

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor’s compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

**ACTION AND RESOLUTION BY  
THE BOARD OF DIRECTORS OF  
WLC ARCHITECTS, INC.  
A CALIFORNIA COPORATION**

All of the Board of Directors of WLC Architects, Inc., desiring to ensure that all the proper and authorized individuals, who have corporate authority to bind the said corporation to any and all contracts executed by such authorized individuals, have been approved by the Board of Directors of WLC Architects, Inc., held a meeting on January 16, 2009.

The Board of Directors, following a review of the foregoing matter, and upon motion made and seconded, hereby determines and votes unanimously as follows:

BE IT THEREFORE RESOLVED that the individuals listed below are hereby designated, authorized and empowered, to be duly authorized with all the attendant powers and authorizations related thereto, to bind, obligate and commit WLC Architects, Inc. to any and all contracts executed by and between WLC Architects, Inc. and any other contracting party.

**Authorized Individuals:**

James P. DiCamillo, President  
Robert Hensley, Chairman of the Board of Directors  
George M. Wiens, Corporate Secretary / Chief Financial Officer  
Kelley Needham, Vice President  
Max Medina, Vice President  
Glenn Ueda, Vice President  
Kevin MacQuarrie, Vice President

**BOARD OF DIRECTORS**

Date: January 16, 2009



ROBERT HENSLEY  
Chairman of the Board

**ATTESTATION**

I, being the Secretary of the above referenced corporation, do hereby certify that the above resolution is the resolution of the corporation.

Dated: January 16, 2009



GEORGE M. WIENS  
Corporate Secretary

**State of California  
Secretary of State**



**E-E13704  
FILED**

In the office of the Secretary of  
State of the State of California

**Mar - 4 2011**

**STATEMENT OF INFORMATION  
(Domestic Stock and Agricultural Cooperative Corporations)**

**FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.  
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

This Space For Filing Use Only

1 CORPORATE NAME (Please do not alter if name is preprinted.)				<b>S</b>
C0736942 WOLFF/LANG/CHRISTOPHER ARCHITECTS, INCORPORATED				
<b>DUE DATE:</b>				
<b>COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)</b>				
2 STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE	
8163 ROCHESTER AVE., STE. 100 RANCHO CUCAMONGA CA 91730				
3 STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE	
8163 ROCHESTER AVE., STE. 100 RANCHO CUCAMONGA CA 91730				
4 MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE	
<b>NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added, however, the preprinted titles on this form must not be altered.)</b>				
5 CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
JAMES P. DICAMILLO	8163 ROCHESTER AVE., STE. 100 RANCHO CUCAMONGA, CA 91730			
6 SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
GEORGE M. WIENS	8163 ROCHESTER AVE., STE. 100 RANCHO CUCAMONGA, CA 91730			
7 CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
GEORGE M. WIENS	8163 ROCHESTER AVE. RANCHO CUCAMONGA CA 91730			
<b>NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)</b>				
8 NAME	ADDRESS	CITY	STATE	ZIP CODE
GLENN E UEDA	8163 ROCHESTER AVE., STE. 100 RANCHO CUCAMONGA, CA 91730			
9 NAME	ADDRESS	CITY	STATE	ZIP CODE
KEVIN A. MACQUARRIE	2600 TENTH STREET, STE 500 BERKELEY, CA 94710			
10 NAME	ADDRESS	CITY	STATE	ZIP CODE
ROBERT J HENSLEY	8163 ROCHESTER AVE., STE. 100 RANCHO CUCAMONGA, CA 91730			
11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTIONS, IF ANY: 0				
<b>AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O.Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)</b>				
12. NAME OF AGENT FOR SERVICE OF PROCESS				
GEORGE M WIENS				
13 STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE	
8163 ROCHESTER AVE., STE. 100 RANCHO CUCAMONGA, CA 91730				
<b>TYPE OF BUSINESS</b>				
14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION				
ARCHITECTURE				
15 BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.				
03/04/2011	VICKI K. DALLUGE	DIRECTOR OF HUMAN RESC		
DATE	TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	TITLE	SIGNATURE	
SI-200 C (REV 01/2008)	10 of 2		APPROVED BY SECRETARY OF STATE	

State of California  
Secretary of State



E-E13704

STATEMENT OF INFORMATION  
(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

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This Space For Filing Use Only

1. CORPORATE NAME (Please do not alter if name is preprinted.)

S

C0736942

WOLFF/LANG/CHRISTOPHER ARCHITECTS, INCORPORATED

DIRECTORS LIST CONTINUED

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

NAME	ADDRESS	CITY AND STATE	ZIP CODE
MAX I. MEDINA	1110 IRON POINT ROAD, STE. 200	FOLSOM CA	95630

NAME	ADDRESS	CITY AND STATE	ZIP CODE
KELLEY S. NEEDHAM	8163 ROCHESTER AVE., STE. 100	RANCHO CUCAMONGA CA	91730



I hereby certify that the foregoing transcript of \_\_\_\_\_ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

NOV 07 2011

Date: \_\_\_\_\_

*Debra Bowen*  
DEBRA BOWEN, Secretary of State