

**CONSULTANT AGREEMENT BETWEEN
THE CITY OF SANTA ANA AND
DUNBAR ARCHITECTURE FOR DESIGN SERVICES**

THIS AGREEMENT is made and entered into on this 21st day of March, 2023 by and between Dunbar Architecture, (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The City desires to retain a Consultant having special skill and knowledge in the field of architectural design services.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF WORK

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in Scope of Work that was included in RFP No. 22-095 and attached hereto as **Exhibit A**, and as further delineated in Consultant’s proposal, which is attached as **Exhibit B** and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit C**. The total amount to be expended under this Agreement shall not exceed \$434,880.00 during the term of this Agreement, including any extension periods exercised under Section 3. This sum includes a contingency amount of \$40,000.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written for a **five (5) year term** with the option for the City to grant up to **two (2) one 1 year renewals**, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City.**

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
- c. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for

personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also

information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Provider shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Provider affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-xx)
P.O. Box 1988
Santa Ana, California 92702

To Contractor:

Jennifer Dunbar Principal/Owner Dunbar Architecture 12314 La Maida St. Los Angeles, CA 91607
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A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of

this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA


Jennifer Hall
City Clerk

Kristine Ridge
City Manager


APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

Jose Montoya
Assistant City Attorney

 3/8/2023
_____ Jennifer Dunbar Principal/Owner

RECOMMENDED FOR APPROVAL:

Nabil Saba, P.E.
Executive Director
Public Works Agency

EXHIBIT A

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
CYPRESS FIRE STATION RENOVATION
RFP NO. 22-095**

INTRODUCTION/BACKGROUND

The City of Santa Ana is (CSA) soliciting proposals for Architectural/Engineering, Interior Design, and Construction Administration services for renovation and adaptive reuse of the historic Cypress Fire Station.

The Cypress Fire Station, located at 625 South Cypress Avenue in the Pacific Park Neighborhood, was designed by Frederik M. Eley in 1928. The building is approximately 3,500 square feet, single story with high vaulted ceilings. It is currently vacant and as a result, has been subjected to repeated vandalism and squatters. The interior of the building was recently demolished down to wood framing in an effort to eliminate hiding spaces. The City would like to transform the former fire station into a new Santa Ana Police Athletic & Activity League (PAAL) center to serve youth and seniors of the community while maintaining and restoring the exterior integrity of the building.

PAAL is an integral community program run by the Santa Ana Police Department that focusses on building a bond between kids and police officers through education, fitness and activities. It offers tutoring, sports team, field trips and much more. The new PAAL center will be unique in that it will also serve seniors.

The City is seeking a qualified firm to develop Contract Documents for use in a competitive bid process for construction, as further defined below under Scope of Work and Consultant Responsibilities. In addition, Consultant shall determine cost estimate for construction, so funding can be sought and secured. There is currently no construction budget for this project.

Scope of Work

Scope of work shall include, but is not limited to, finalizing building program, preparation of concept design and design development plans, preparation of construction plans and specifications, preparation of cost estimate, support during bid advertisement, and assistance during construction. Scope will also include coordination, reviews, permitting, and approvals from internal CSA agencies, Pacific Park Neighborhood Association, and the Historic Resources Commission.

A generalized description for consideration are as follows.

1. Exterior
 - a. Historic character of building must be maintained
 - b. Stucco: thoroughly clean all exterior surfaces, address all cracking
 - c. New roofing
 - d. Door and window treatment
 - e. Provide architecturally appropriate interior & exterior lighting fixtures
 - f. New LED Security and Pathway Lighting
 - g. Associated sitework (hardscape, landscape & irrigation)

- h. West Entrance
 - i. Retrofit doors to match original design
 - ii. Clean up entrance building lettering, stone/brick, stucco and windows
 - iii. Replace walkway connecting west entrance to sidewalk on Cypress Ave.
 - iv. Create a patio area for outdoor activities for children and seniors
 - i. East Entrance
 - i. Create entrance for exclusive use by Police Department staff and officers. Gate/fence must be open without police officer getting out of their vehicle. Must be able to open gate/fence from their phone.
 - ii. Create parking area along east side of building exclusively for police officers
 - iii. Create access for police officers to their substation
 - j. Surveillance: Provide comprehensive exterior security cameras and necessary low voltage cabling
 - k. IT/Wireless Service: Coordinate with IT to provide no low voltage cat 6 cabling/trays throughout the building along with new access points
2. Interior
- a. General building
 - i. All new building systems
 - ii. Include technology in all new classrooms, open area and substation
 - iii. New flooring throughout
 - iv. New restrooms for patrons and staff;
 - v. New restroom(s) exclusively for police officers
 - vi. New lighting plan to ensure no shadows or dark areas
 - vii. Replace all furniture in public and private spaces
 - viii. New ceiling system
 - ix. New HVAC, mechanical, electrical and plumbing
 - x. Repair interior and exterior windows; and doors
 - xi. Provide a comprehensive signage plan
 - xii. ADA compliance/Accessible path of travel
 - b. Open Community Area
 - i. Front desk to check in
 - ii. Open space with direct line of sight
 - iii. Maintain high vaulted ceilings and one story
 - c. Two New Classrooms
 - i. (1) Room dedicated for physical activities
 - ii. (1) Room dedicated for arts but can transform for senior citizen classes
 - d. Two New Offices
 - i. (1) New office for Director
 - ii. (1) New office for Assistant Director
 - e. New Police Substation
 - i. New office(s)/work space
 - ii. New Restroom
 - iii. New kitchen / break area

Original Floor Plans are included in this Request for Proposals as Attachment 4

Consultant Responsibilities

The Consultant's responsibilities shall include the following project tasks:

Consultant is responsible for providing all design and engineering as required for all components within the project scope of work. As applicable, this includes but is not limited to: survey, civil design, geotechnical investigation and report (for soils analysis), infiltration testing, architectural design, landscape architectural design, parking and site improvements design, street improvement design (new driveway/access points), structural design, interior design including bookshelf layout plans, furniture selection, electrical engineering, mechanical and plumbing engineering, etc.

Consultant will also be responsible for facilitating up to three (3) meetings with City Staff to obtain input and finalize concept plan, up to three (3) meetings with Pacific Park Neighborhood Association, and up to three (3) presentations to the Historic Resources Commission (HRC).

Consultant shall provide review sets in .pdf format.

Final plans shall be provided in AutoCAD or Microstation format, and .pdf format.

Task 1: Pre-Design

Preliminary design shall include Kick-off meeting with City Staff (representatives from Public Works Agency and Santa Ana's PAAL) to discuss scope of work, project goals and objectives, potential elements and issues, schedule, review of existing information and site investigation.

- Deliverables shall include a Work Task Plan, Schedule, Geotechnical Report and Site Survey. Work Plan should include key milestones and highlight tasks associated with historical registry requirements.

Task 2: Concept Design

Consultant shall meet with City Staff to review potential layouts and develop concept plans. Concept design shall be presented to the Pacific Park Neighborhood Association for input, and to the Historic Resources Commission for approval before proceeding to subsequent tasks.

- Deliverables shall include up to three (3) concept designs, with drawings/renderings for each the following: exterior from Cypress Avenue and back alley, main common area, classroom /activities rooms, police substation.
- Final Concept shall be approved by City Staff
- Garner community input
- Obtain Historic Resources Commission approval

Task 3: Design Development (50% plans)

Design development will involve the schematic development of plans based on the approved conceptual design plan, which shall include but is not limited to survey, civil design, geotechnical investigation and report (for soils analysis), infiltration testing, architectural design, landscape architectural design, structural design, interior design, furniture selection, electrical engineering, mechanical and plumbing engineering, draft technical specifications and "opinion of estimated cost".

- Deliverables shall include a 50% set of plans, including site section studies, draft specification, "Opinion of Probable Cost".

Task 4: Construction Documents (90% and 100% plans)

Construction Documents (CDs) shall include finalizing approved deliverables from the Design Development phase. This includes the provision of detailed engineering and construction drawings that will serve as the basis for both bidding and construction by a general contractor.

- Deliverables shall include 90% and 100% plans, structural calculations, CASP report, final technical specifications, finalized “Opinion of Probable Cost”. 100% plans will go through a constructability review that could lead to comments and recommendations that should also be addressed and completed as part of this deliverable.

Plans: Plans shall include, but are not limited to the following:

- Title Sheet
- Civil Engineering
 - Parking areas
 - Grading And On-Site Drainage Plan
 - Site Utility Plan
- Landscape Architectural
 - Site Layout/Construction Plans And Details
 - Planting Plans/Details/Notes
 - Irrigation Plans/Details/Calculations/Notes
- Architectural
 - Demolition Plans (interior and exterior)
 - Construction Plans (interior and exterior)
 - Reflected Ceiling Plans
 - Exterior Elevations
 - Interior Elevations
 - Mechanical and Plumbing Plans/T-24
 - Electrical Plans, as applicable
 - Architectural Details
 - Structural Calculations
 - Door/Window/Finish/Hardware Schedules
 - ADA Path of Travel design and/or signage Plan
- Structural Engineering
 - Structural Design
 - Structural Calculations
 - Detailing
- Mechanical Engineering & Plumbing
 - Include new HVAC system
 - Include new water service meters (1-domestic, 1-irrigation)
- Electrical Engineering
 - Electrical Site Plan (exterior lighting)
 - Electrical Floor Plan (interior lighting)
 - Light fixture schedule
 - Security System
 - Photometrics.
 - Location of panels, switchgear, meters
 - Details
 - Notes, specifications

Plan Check & Permits:

Additionally, this project is subject to review and approval by PWA CIP Engineering Division, CSA Planning & Building Agency (PBA), and the Historic Resources Commission (HRC).

PWA Engineering Divisions will be conducting reviews at concept, 30%, 50%, 90%, and 100% stages. Plans shall not be submitted to PBA until they are at 100% status.

HRC approval shall be obtained during Concept phase of the project. Consultant shall be responsible for determining what is needed in the submittal package to obtain HRC approval.

Historic Resources Commission (HRC)

Pursuant to our Historic Ordinance, major exterior modifications to a historic structure requires the approval of the HRC through a duly noticed public hearing and issuance of a Certificate of Appropriateness. Therefore, the property owner would need to apply for a Historic Exterior Modification Application (HEMA). The cost for this application is \$2,348.83.

Prior to presenting the application to the HRC city staff will ensure that any proposed exterior modifications are consistent with the Secretary of Interior's Standards for rehabilitation and consistent with our Historic Ordinance. Staff recommends the proposal identify a historic consultant to provide a compliance statement ensuring consistency with the standards. This compliance statement would help streamline the review process and help with staff recommendation for approval.

The timeframe for the HEMA will also vary as we only have four regularly scheduled HRC meetings throughout the year (January, April, July, and October). It will be important to coordinate this effort proactively with the Planning department staff to determine the submittal deadline for the next available HRC meeting.

Planning and Building Agency – Plan Check:

Construction drawings shall be in accordance with the 2022 California Building Code (adopted January 1, 2023) and will require review/approval by the City Planning and Building Agency. As a condition of plan check approval, plans, specifications and structural calculations must be signed by a California licensed architect / landscape architect /civil engineer/structural engineer as appropriate. Additionally, the architect will be encouraged to identify their historic consultant to address questions and concerns related to the historical preservation of the building. Plans shall be organized so that they can be segregated cleanly for distribution to the various plan checking entities.

Construction drawings shall be submitted at 90% completion for review by Public Works CIP Engineering and Santa Ana PAAL staff and revised per their comments. The 100% complete construction drawing package will then be submitted for final City review Planning and Building Agency.

The Public Works Agency Project Manager will coordinate and assist with the submittal and review processes. Consultant shall revise Contract Documents to reflect all comments and input provided by these divisions.

Consultant shall communicate directly with the Building Department Plan Checker as necessary to address any questions or request clarifications. Once complete, the consultant will revise the Contract Documents and provide written responses to all plan check comments and provide with resubmittals.

Technical Specifications

Technical specifications for all components listed above shall be provided by Consultant, or their Sub-consultants, to the City in CSI (Construction Specifications Institute) format to be folded into city provided boiler plate specifications. Consultant shall coordinate language between the general and technical specifications to ensure conflicts are minimized. Technical specifications combined with the City Boiler Plate together become the Project Manual.

Final Opinion of Probable Cost

Consultant shall provide updated opinion of probable construction cost which shall reflect finalized plans, materials, systems, details of construction, and known or anticipated changes in the bidding market relative to the project. Should project scope exceed available budget, project plans/specifications will be phased as appropriate.

Task 5: Bid Advertisement, Construction Administration, Record Drawings:

Bid Advertisement

Consultant shall provide support to the City during the Bidding phase by assisting with questions, requests for information/clarification, or conflicts arising out of the bidding process. Consultant shall also attend pre-proposal meeting, if scheduled.

Construction Administration

Consultant shall provide support to the City during the Construction Administration phase by assisting with questions, requests for information/clarification, and/or reviewing submittals.

Record Drawings / As-Built Plans:

Upon construction completion, consultant shall incorporate as-built information, as provided by the General Contractor, into the drawing files to provide record drawings for City archives.

Fee Proposal:

In addition to Section IV.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be structured to correspond to the abovementioned tasks as follows:

Task 1:	Pre-Design
Task 2:	Concept Design
Task 3:	Design Development
Task 4:	Construction Documents
Task 5:	Bid Advertisement, Construction Administration, Record Drawings
Total Fee:	_____

Fee schedule for each task should include an hourly breakdown that corresponds to the task total.

City Responsibilities

The City will be responsible for the following items:

- Provision of available plans and existing documentation on file.
- Provision of electronic design file with City title block and title sheet (24" x 36")
- Provision of standard City boilerplate specifications.
- Acting as liaison with the appropriate decision making bodies, as necessary.
- Assist with coordination and processing of plans and documents with governmental agencies having jurisdiction over the project.

EXHIBIT B

CITY OF SANTA ANA

CYPRESS STREET FIRE STATION RENOVATION



STATEMENT OF QUALIFICATIONS & PROPOSAL
RFP NO.: 22-095
January 18, 2023



DUNBAR ARCHITECTURE

ARCHITECTURE & DESIGN | HISTORIC ARCHITECTURE | INTERIORS



APPROACH TO PROJECT

Based on the information provided in the Request for Proposal, Response to Questions, and the Pre-bid site walk on December 21, 2022, we understand the project to consist of a 4,000 rehabilitation project that will renovate the historic Cypress Fire Station (3,500 square feet) and remove a non-original rear carport addition (500 square feet) on an approximate 8,000 square foot lot.

The project is located at 625 South Cypress Avenue and was designed in 1928 by Frederick M. Eley, a prolific and highly regarded architect in early Santa Ana and Orange County history. The goal of the project is to transform the building and exterior spaces into a new Santa Ana Police Athletic & Activity League (PAAL) center to serve the community, while restoring the exterior integrity of the building and maintain its historic register standing.

Anticipated Site Work:

Site work includes grading, asphalt and concrete work around the site, ADA access improvements at the exterior of the building, fencing and gates, utility connections and related buildouts, parking area grading and striping, site lighting, EV charging stations, stormwater management (LID) and site drainage, erosion control, irrigation, and landscaping.

Additionally, we see the site work as an opportunity to engage with and create exciting placemaking and programming opportunities for the community. By the removal of the existing and excessive hardscape and the introduction of low maintenance and low water use native plant landscaping, we believe there is a prospect to create a welcoming and engaging outdoor space for the community. We feel that even small spaces can provide a place of respite and occasions for community activities and learning.

Anticipated Building work:

General programming of the building is to include an open community area with a front desk check-in, two new classroom spaces dedicated for physical recreation and art activities, two new offices for the Director and Assistant Director, restrooms, and a new Police Substation with

workspace and break room. A patio for activities is envisioned for the front (west) exterior space. Secured enclosure off the rear (east) side of the building that opens onto the existing alleyway is to provide access to police offices and staff. The city has noted that project will not be considered an “Essential Services” building.

The exterior of the building, specifically the front and side elevations will be restored to retain its character defining features. Using the original historic drawings and photos of the original building, doors and windows will be recreated to return the building to its original exterior. Interior and exterior lighting will be selected for appropriateness. The clay tile roof, stucco, and decorative tiling will be cleaned, repaired, and reinstalled to match existing as needed. It is anticipated that a new built-up roofing system will be required at flat and parapet roof areas.

Interior work will be designed to provide inviting and engaging spaces for users that is modern but complementary to the historic building. Accessibility, safety, and inclusion will be the driving factors for interior spaces and finishes.



PROCESS

Task 1: Pre-Design

Our first step after the initial kick off meeting will be to initiate a site survey, develop a base level of working architectural drawings from the original building drawings, and determine if additional information is needed. A meeting with city staff will be held to confirm programming requirements and discuss initial concept design options.

DELIVERABLES:

- A programming and project narrative, including engineering memos of expected scope for structural, mechanical/ electrical/ plumbing, and civil engineering.
- Base level architectural plans for concept design discussions
- Work task plan and schedule
- Site survey
- Identification of additional material testing and investigative demolition, if necessary
- Identification of applicable codes and standards and coordination of requirements with appropriate agencies

Task 2: Concept Design

After developing three preliminary design concept schemes, a second meeting will be held with city staff (PWA and PAAL) to review adjacencies, locations, and program adjustments. The first meeting with the Pacific Park Neighborhood Association will be held to introduce the design concepts to the group. Feedback from the group will be used to make adjustments to the design concepts. A Rough Order of Magnitude (ROM) cost estimate narrative will be developed to establish Rough Order of Magnitude costs for the three design concept options. A second meeting with the Pacific Park Neighborhood Association will occur to review updates to the design concepts and determine a preferred direction. A third meeting with city staff will occur to select the final option. Once the final option is selected, the team will prepare a submittal package of the selected concept to the Historic Resources Commission.

DELIVERABLES:

- Rendered concept drawings with 5 views for each of the 3 concepts (15 renderings)
- Schematic level plans and elevations for review by the Historic Resources Commission
- ROM Cost Estimate narrative

Task 3: Design Development (50% Package)

The Design Development phase will begin to develop the selected concept design option and begin the process of engineering and coordination of drawings within the design team. The selection process of materials, finishes, fixtures, and furnishings will begin at this stage. A meeting with city staff to review the 50% Design Development drawing and specification package along with an updated Cost Estimate will take place at the end of this phase. If Value-Engineering of the project is requested by the city, Additional Service fees will be submitted for re-design and re-engineering of the project.

DELIVERABLES:

- 50% DD drawings and specifications
- Outline of Project Manual
- 50% DD Cost Estimate

Task 4: Construction Documents (90%)

We have split Task 4 into two components – completion of the Construction Documents to 90% and Agency Submission through Approvals.

For Task 4.1 Construction Documents, a substantially complete package of drawings, specifications, and cost estimate updates will be delivered to the city. A final review of the CD Package will take place with city staff (PWA & PAAL).

DELIVERABLES:

- 90% CD drawings and complete CD specifications
- Updated Cost Estimate based on 90% CD package
- Project Manual with all narratives and reports, including CASp report

Task 4.2 Agency Submission through Approvals anticipates two rounds of plan check responses. Once the drawings are reviewed, cleared, and signed by city staff, a final For Construction Bid Set will be issued with all corrections and bidding instructions included. A Project Manual will be included with a summary of the work, sample construction schedule and other relevant information.

DELIVERABLES:

- For Construction Bid Set
- Project Manual with all narratives, instructions, and reports

Task 5: Bidding, Construction Administration, & Close-Out

We anticipate 3 months for General Contractor Bidding on this project and a 12-month Construction period. Our team will provide the support to review Requests for Information and Submittals, and Architect will attend weekly Owner/Architect/ Contractor (OAC) meetings during the course of construction. The design team and client will provide a punch list near the end of construction. Following construction completion, we will work with the General Contractor to provide signed and stamped Record Drawings with all field changes during construction identified and included.

ASSUMPTIONS:

1. The City will contract directly with a Geotechnical Engineer to provide a soils report for the project if needed. Architect and Structural Engineer can provide consultant recommendations if requested.
2. Fees for a topographic survey are included in this proposal. The following are assumed:
 - The City will provide a current title report of the property
 - The City will hire a subsurface utility locating company, if needed.
 - The site will be accessible and clear of all obstructions at the requested time of survey.
 - Lot Tie Agreement and Lot Line Adjustments are not included.
 - Legal description(s) and exhibit(s) for dedications/ easements are not included.
 - Sufficient survey monumentation will exist at the controlling major intersections and key locations of the underlying record maps.
 - A Record of Survey (boundary survey) to be filed is not included.
 - If either of the last two items are required, additional fees will be incurred.
3. The City will contract directly with an Environmental Consultant for CEQA requirements if required. Architect can provide consultant recommendations if requested.
4. If a Street Improvement Plan is required, additional fees will be incurred by Civil Engineer. Improvements to the actual vehicular street are not included. Per the RFP, improvements to the curb will be included.
5. As the interior of the building is open to the structure, it is not anticipated that additional investigative demolition will be necessary. However, if that changes during the initial phases of the project, the team will notify the City and make the request in writing with reasons for the request.

SCOPE OF SERVICES & SCHEDULE

Section 2

DESIGN DELIVERY SCHEDULE

SANTA ANA CYPRESS FIRE STATION RENOVATION

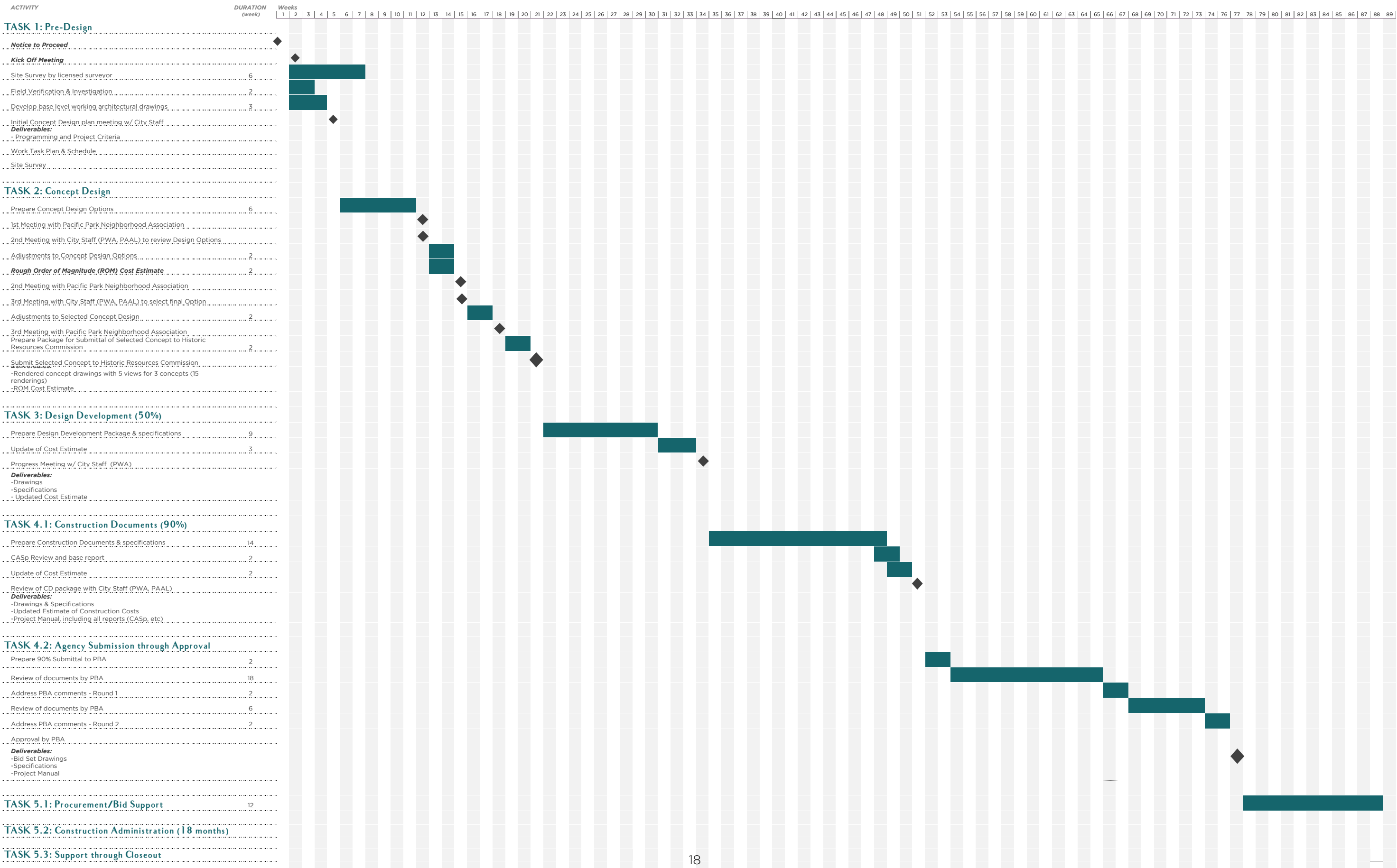


EXHIBIT C

FEES	TASK 1	TASK 2	TASK 3	TASK 4.1	TASK 4.2	TASK 5.1	TASK 5.2	TASK 5.3		% of \$2.2M construction budget	
	Pre-Design (4 weeks)	Concept Design (14 weeks)	Design Development 50% (12 weeks)	90% Construction Documents (16 weeks)	Agency Reviews & Approvals 100% CDs	Bid Support & Award (12 weeks)	CA (12 months)	Close Out (1 week)	TOTAL per consultant		
Architectural (includes CASp)	\$3,100	\$24,330		\$25,000	\$36,040	\$10,560	\$5,040	\$45,000	\$1,065	\$150,135	6.82%
Civil	\$1,000	\$3,000		\$15,000	\$32,000	\$5,000	\$5,000	\$9,000	\$1,000	\$71,000	3.23%
Structural	\$3,150	\$5,670		\$14,440	\$20,050	\$3,710	\$1,000	\$9,500	\$1,000	\$58,520	2.66%
MEP	\$705	\$3,325		\$12,150	\$15,960	\$2,250	\$610	\$3,540	\$1,200	\$39,740	1.81%
Landscape Architect	\$1,150	\$12,560		\$10,500	\$11,350	\$1,975	\$1,150	\$2,300	\$1,150	\$42,135	1.92%
Cost Estimator	\$0	\$2,610		\$8,410	\$7,250	\$0	\$0	\$0	\$0	\$18,270	0.83%
Surveyor	\$6,280	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$6,280	0.29%
Geotech	\$8,800	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$8,800	0.40%
TOTAL per Task:	\$24,185	\$51,495		\$85,500	\$122,650	\$23,495	\$12,800	\$69,340	\$5,415	\$394,880	17.95%