

CONTRACT
FOR SERVICES BETWEEN
THE CITY OF SALINAS AND
McClaren Wilson & Lawrie, Inc.



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND MCCLAREN, WILSON AND LAWRIE, INC**

This Agreement for Professional Services (the "Agreement") is made and entered into this ____ day of _____, 201_, by and between the **CITY OF SALINAS**, a California Charter city and municipal corporation (hereinafter "City"), and McClaren, Wilson, Lawrie, Inc., a Arizona corporation, (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant's services are described in Exhibit A, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on July 1, 2016 and shall terminate on February 1, 2018, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation set forth in **Exhibit A**. The total amount of compensation to be paid under this Agreement shall not exceed One hundred and seventy thousand dollars, (\$170,000) adding a 10% contingency (\$15,662) to the estimated cost of one-hundred fifty-four three hundred and thirty eight dollars (\$154,338).
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services cost or pertain:

- (A) A brief description of services performed;
- (B) The date the services were performed;

- (C) The number of hours spent and by whom;
- (D) A brief description of any costs incurred; and
- (E) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. **Additional Copies.** If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

6. **Responsibility of Consultant.**

(A) By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

7. **Responsibility of City.** To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Ray E. Corpuz, City Manager shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

8. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

9. **Indemnification and Hold Harmless.**

Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional.]

10. **Insurance.**

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

(C) **Workers' Compensation** insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

(D) **Professional Liability** (Errors and Omissions) insurance appropriate to the Consultant's profession, with limits no less than **\$1,000,000** 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 higher limits maintained by the Consultant. 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 Agreement, the **Consultant's insurance coverage shall be primary coverage** at least as broad as ISO Form 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 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 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:

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

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. 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 sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or 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.

Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

11. Access to Records. Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized

representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

12. Assignment. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

13. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Consultant's rates shown in **Exhibit A** of this Agreement. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

14. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

15. Termination.

(A) City shall have the authority to terminate this Agreement, upon written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit A**, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

16. **Compliance with Laws, Rules, and Regulations.** Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

17. **Exhibits Incorporated.** All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between and of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

18. **Independent Contractor.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

19. **Integration and Agreement.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

20. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

21. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

22. **Notices.**

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

MWL, Inc to:

Jim McClaren, Senior Principal
MWL Inc
8705 North Central Avenue
Pheonix Arizona 85020

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

(C) The execution of any such notices by the City Manager of the City shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

23. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

24. **Conflict of Interest.** Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

25. **Headings.** The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

26. **Attorney's Fees.** In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

27. **Non-Exclusive Agreement.** This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

28. **Rights and Obligations Under Agreement.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

29. **Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good

standing, and that any applicable bond posted in accordance with applicable laws and regulations.

30. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

31. **Legal Representation.** Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

32. **Joint Representation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

33. **Warranty of Authority.** Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

34. **No Waiver of Rights.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

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

CITY OF SALINAS

Ray E. Corpuz, Jr.
City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

CONSULTANT

By: Jim McClaren
Its: Senior Principal



McClaren, Wilson & Lawrie, Inc.

8705 North Central Avenue

Phoenix, Arizona 85020

602.331.4141

March 30, 2017

Mr. Donald Reynolds
Assistant Public Works Director
City of Salinas
200 Lincoln Avenue, Second Floor
Salinas, CA 93901

Re Scope: Salinas Police Headquarters Project
Consulting as Technical Advisor

Dear Mr. Reynolds:

Thank you for this opportunity to provide Technical Advisor Design Assist consulting services for the new Police Headquarters Building Project.

In the following scope of services McLaren, Wilson and Lawrie, Inc. (referred to as MWL and McLaren, Wilson, and Lawrie interchangeably) will work as an integral part of the City of Salinas' Owner's planning team. We understand the Owner's team will be composed of the Public Facilities Group along with key staff from City Administration, Finance, Public Works, Police Department and other key City agencies. We understand the City of Salinas or the Public Facilities Group may hold our contract.

Our general suggested scope is described in detail below, but in general terms this scope accounts for our pre-design RFP efforts, through all subsequent phases until dedication.

In our role we have begun by assisting the City with on-going process of fine-tuning of the project scope / program to reflect budgetary demands. We will also work to answer questions from the various teams that contemplate submitting as the developers / designers of the project. We will assist in the City evaluation process / selection of the development team and their architect / engineer (who will become the architects/engineers of record preparing the final design, and bid / construction documents.

We stress that with MWL on the Salinas City Team development teams submitting may need not necessarily be limited to firms with police facility experience, rather we stress Salinas give the fullest consideration to those teams with proven track records providing excellent service to municipal clients. To underscore this, the A/E firm selected for our recent Kirkland WA had never designed a police station prior to undertaking that project.

Architects and Planners

www.mwlarchitects.com

Arizona Illinois Virginia

MWL will assist the City by working with / providing the development team providing specialty design data details and specifications and considerations to be incorporated into their documents.

The attached fee breakdown supports this scope and itemizes our prospective services.

Our detailed Scope of Services is as follows:

Technical Advisor Design-Assist Services:

Task 1: Program Refinement / RFP Consultation

1. Work with the Owner to refine the program document to reflect preliminary budget and siting issues.
2. Assist with the development of the Development Teams RFP.
3. Assist in answering questions posed by prospective Development Teams.
4. Objectively assist in the Owner's review of the eventual submissions.
5. Attend presentations and interviews of short listed design teams.
6. Offer a technical opinion of the functionality and appropriateness of the submissions.

Task 2: Select Development Team

MWL will assist in the independent selection process for the prospective Development Team per the requirements in the City RFP.

Task 3: Schematic Design-Design Development

MWL will work side-by-side with the development team architects to prepare a detailed schematic floor and site plan with all rooms and spaces shown allowing the City the opportunity to confirm the design is addressing technical needs of the program.

During this process MWL will assist the Development Team specifically finalizing floor and site plans in the following areas:

1. MWL will prepare detailed room data sheets for each technical space in the building(s). The data sheets will identify special equipment needs, specialty items including, but not limited to, security devices, special fire suppression systems, special power requirements, and biohazard resistant finishes.
2. Specialized spaces (custody, range, interview, armory, evidence, lab etc.) would be laid out by MWL.
3. MWL will work with Development Team to adjust and fine tune interior floor planning to reconcile it with exterior

- design elements, requirements for mechanical systems, vertical plenums, and fenestration designs.
4. MWL's work will include the preparation of dimensioned sketches (and interior elevations where needed) for all laboratory casework, laboratory sinks, built-in specialty equipment, and fume hoods. These sketches will be turned over to the Development Team as BIM files to input into their model.
 5. MWL's work will include the preparation of dimensioned sketches for all range systems and equipment (bullet trap, targets, strength of wall and floor, overhead safety baffles, and horizontal safety ceilings). These sketches will be turned over to the Development Team as BIM files to input into their model.
 6. MWL's work will include the preparation of dimensioned sketches for sally port and custody areas. These sketches will be turned over to the Development Team as BIM files to input into their model.
 7. MWL will attend any / all key presentations of the Schematic designs.

During the Design Development Phase the Development Team will be actively preparing permit/construction documents.

MWL will provide specialty details, specifications and the following services:

1. MWL will prepare bid specifications for lab casework, fume hoods, range equipment, and related police / custody specialties (ballistic glazing, magazines, specialty storage etc.).
2. If, upon completion of the DD project cost estimate the anticipated cost exceeds the City of Salinas' budget, MWL will assist the Owner and Development Team in value-engineering efforts to enable options bringing the project into budget conformance.
3. MWL will recommend security generic type and location of security devices (closed circuit camera, duress alarm, overtemp alarm, intrusion alarms, doors control etc.) Security system data will be turned over to the Development Team whose hardware consultant and electrical engineer will be expected to finalize design of security systems and prepare bid / construction documents of same.
4. Upon Completion of the Design Development (DD) Phase MWL will assist the City in the review the Development Team's DD submission. We will offer an opinion as the adequacy of documents, note problems and concerns and review again for corrections.

Task 4: Construction Documents

At this phase MWL will be assisting Salinas periodically. The Development Team will be exclusively responsible for preparing the permit / construction documents for the building department to commence the building permit plan check and builder pricing.

1. MWL will remain available by phone, video teleconference and in-person to answer Development Team / City questions regarding technical issues regarding the design and Mechanical, Electrical and Plumbing (MEP) engineering requirements for the project.

Task 5: Bid Out

During construction, there will be numerous questions submitted regarding potential options to the products the Development Team specified.

1. During the formal bidding process MWL will evaluate any substitution requests submitted by bidders for items identified by MWL.

Task 6: Construction Support / Submittal's Review

MWL will review shop drawings and submittals for lab casework, range equipment and any specialty equipment that we identify for conformance with user needs.

1. MWL will answer construction related Requests for Information (RFI's) initiated by the Owner and / or Development Team regarding products recommended or specialty details prepared by MWL.
2. MWL will perform one inspection at the mid-point of construction (inspection of the project just prior to installation and closure of gypsum wallboard to inspect plumbing and infrastructure) and one at 75 % of construction.
3. MWL will return upon notification by the Contractor of substantial completion to prepare a project punchlist.
4. MWL will return once to verify (backcheck) that items in the punchlist have been completed.

Additional Services:

Any service(s) requested beyond the core and above additional services listed in this scope, will also be considered additional services and may require additional compensation (i.e. for services beyond those identified on the attached scope and fee).

Additional services will only be performed after receipt of a written authorization to proceed from the City of Salinas.

Reimbursable Travel Expenses:

Travel and on-site meetings in Salinas are limited to the trips identified in our fee breakdown and as noted above. Additional trips requested by the City will require additional reimbursable expenses.

Invoices:

We will invoice monthly for services performed.

Payments:

If payments for completed work are not received within 60 days from the date of invoice, MWL may exercise the option to cease work on the project.

Once payment is received, MWL will evaluate any schedule impacts and commence work.

Our not-to-exceed (NTE) labor fee is attached as Exhibit A

I lead MWL's efforts personally.

Thank you for this opportunity to provide service to the City of Salinas.

Sincerely,

A handwritten signature in black ink, appearing to read 'James McClaren', with a stylized flourish extending to the right.

James Lewis McClaren, AIA, NCARB

Senior Principal: McClaren, Wilson and Lawrie, Inc.

McClaren Wilson & Lawrie, Inc.

Exhibit A - Scope / Fee

City of Salinas California Police Facility

1/20/17

Owner's technical design advisor consulting services

	HOURS			TOTAL	Venue
	SR. PRINC McClaren	SR. ARCHT McGill	ARCH TECH Salazar		
Consulting Architects - MWL					
RFP Predesign Support					
Program refinement, pricing support, development procurement assistance					
Test various SF options to optimize space within available budget	32		4	36	OFC
Assist with budget definition for RFP	16			16	OFC
Assist in development of RFP	1			1	OFC
Participate in pre-proposal mtg.	12			12	Trip #1
Assist answering proponent inquiries	6			6	OFC
Review proposal submissions	12			12	OFC
Participate in developer presentations	16			16	Trip #2
Follow-up discussions / consultation	6			6	OFC
TOTAL HOURS	101	0	4	105	
AVERAGED HOURLY RATE	\$235	\$195	\$105	\$230	
SUBTOTAL SERVICES COST	\$23,735	\$0	\$420	\$24,155	
SUBTOTAL COST OF TRAVEL				\$2,155	
TOTAL LUMP SUM FIXED FEE PREDESIGN SUPPORT				\$26,310	

Plus Anticipated Reimbursable Travel Expenses (w/10% administrative fee):

Airfare (NS Economy no advance purchase)	1	550	\$ 605
Airfare (NS Economy 14 day advance purchase)	1	285	\$ 314
Hotels (Hampton Inn: Gov. Contractor Rate)	3	165	\$ 545
Rental Car	4	75	\$ 330
Per Diem (Meals)	4	55	\$ 242
Airport Parking / Couriers Etc.	4	30	\$ 120
			\$ 2,155

SD Schematic design (Owner's technical design assistance to developer's a/e team)					
Workshop - assist selected development team in floor and site plan development / refinement	40	40		80	Trip #3
Assist Owner in providing input on floor plan development	32	2	16	50	OFC
Tour comparable projects (sites tbd)	16			16	Trip #4
Provide Owner furnishing technical design assistance to developer's a/e team: (typical assistance) includes forensic science lab, range equipment, security items (ballistic glazing, evidence specialties, lab equipment / casework)	32	12	4	48	OFC
Prepare outline specifications for recommended police specialties	1	8		9	OFC
Prepare Owner's room data sheets for pricing of specialty areas. MWL will prepare room data that identifies special needs for finishes, specialty systems (example: suicide res. sprinkler heads, interview rooms data etc.), specialty security equipment and other recommendations (for use by developer team).	8	40	24	72	OFC
Assist Owner W/(2) Internet mtg's (to review developer team's draft schematic design)	4			4	Web Conference
Assist Owner with evaluation of value engineering (ve) options posed by developer team	8			8	OFC
Participate in phase end on-site SD presentation	16			16	Trip #5
TOTAL HOURS	157	102	44	303	
AVERAGED HOURLY RATE	\$235	\$195	\$105	\$203	
SUBTOTAL SERVICES COST	\$36,895	\$19,890	\$4,620	\$61,405	
SUBTOTAL COST OF TRAVEL				\$4,572	
TOTAL LUMP SUM FIXED FEE SCHEMATIC DESIGN				\$65,977	

Plus Anticipated Reimbursable Travel Expenses (w/10% administrative fee):

Airfare (NS Economy no advance purchase)	1	550	\$ 605
Airfare (NS Economy 14 day advance purchase)	3	285	\$ 941
Hotels (Hampton Inn: Gov. Contractor Rate)	10	165	\$ 1,815
Rental Car	7	75	\$ 578
Per Diem (Meals)	7	55	\$ 424
Airport Parking / Couriers Etc.	7	30	\$ 210
			\$ 4,572

DD Design development phase					
Prepare the Owner's security matrix. MWL to identify locations for security devices (visual surveillance devices, surveillance monitors, door access and control devices, duress alarms and intrusion alarms). Developer's team will then take this data to <u>select all specific devices products, design and engineer the fully integrated security system in full coordination with hardware.</u>	16	32	24	72	OFC
Assist Owner in review for conformance with room data sheets.	1	32		33	OFC
Prepare enlarged plans: lab, evidence bag tag, weapons maint. etc. (work may be submitted in sketch form or in bim - tbd)	1	32	32	65	OFC
Join A/E for meeting in Sacramento with the Corrections Standards Administration CSA to review short term holding design.	16			16	Trip #6
Assist Owner in answering questions posed by developer's a/e team - as final refinement of the plan occurs.	12	2	2	16	OFC
Assist Owner in review of developer team specs (specialties) to review staff lockers, firearms range equipment, ballistic specialties and glazing, k rated bollards, evidence equipment and lab equipment.	1	12	4	17	OFC
Assist owner with recommendations for special audio video systems and placement of video monitors, etc. Design and engineering of AV systems with developer team's low voltage consultant.	2	4		6	OFC
Attend (1) design progress meeting (location tbd)	16	16		32	Trip #7
Assist Owner with red-line review of progress documents	8	24		32	OFC
Assist Owner with ve questions posed by developer team workshop	4	2		6	OFC
Participate in DD presentation	16			16	Trip #8
TOTAL HOURS	93	156	62	311	
AVERAGED HOURLY RATE	\$235	\$195	\$105	\$189	
SUBTOTAL SERVICES COST	\$21,855	\$30,420	\$6,510	\$58,785	
SUBTOTAL COST OF TRAVEL				\$3,266	
TOTAL LUMP SUM FIXED FEE DESIGN DEVELOPMENT				\$62,051	

Plus Anticipated Reimbursable Travel Expenses (w/10% administrative fee):

Airfare (NS Economy no advance purchase)	1	550	\$ 605
Airfare (NS Economy 14 day advance purchase)	3	285	\$ 941
Hotels (Hampton Inn: Gov. Contractor Rate)	5	165	\$ 908
Rental Car	4	75	\$ 330
Per Diem (Meals)	6	55	\$ 363
Airport Parking / Couriers Etc.	4	30	\$ 120
			\$ 3,266

Post-pricing (GMP) design and construction phases

CD Construction documents

Assist Owner w/final review of developers refinement of specialized details and specifications.	1	8	4	13
Team internet coordination meetings (2)	4	4		8
Attend design progress meeting (location tbd)	16			16
Red-line review of progress documents	2	32		34
TOTAL HOURS	23	44	4	71
AVERAGED HOURLY RATE	\$235	\$195	\$105	\$203
SUBTOTAL SERVICES COST	\$5,405	\$8,580	\$420	\$14,405
SUBTOTAL COST OF TRAVEL				\$1,113
TOTAL LUMP SUM FIXED FEE CONSTRUCTION DOCUMENTS				\$15,518

OFC

Web
Conference
Trip #9
OFC**Plus Anticipated Reimbursable Travel Expenses (w/10% administrative fee):**

Airfare (NS Economy 14 day advance purchase)	1	285		\$ 314
Hotels (Hampton Inn: Gov. Contractor Rate)	2	165		\$ 363
Rental Car	2	75		\$ 165
Per Diem (Meals)	3	55		\$ 182
Airport Parking / Couriers Etc.	3	30		\$ 90
				\$ 1,113

Bid out

Assist Owner w/review of substitution requests / answer bidder questions	4	6	0	10
TOTAL HOURS	4	6	0	10
AVERAGED HOURLY RATE	\$235	\$195	\$105	\$211
SUBTOTAL SERVICES COST	\$940	\$1,170	\$0	\$2,110
SUBTOTAL COST OF TRAVEL				\$0
TOTAL LUMP SUM FIXED FEE BIDDING				\$2,110

OFC

Construction

Assist Owner in responses to developer's field information requests (2 Mo X 14 Months)	24	40	2	66
Assist Owner in review of developer team submittal's on items police specialty items.	1	24		25
Assist Owner in monitoring constr progress: 1 site visit per month during months 6-13 (McClaren 3 solo trips / 2 combined trips with McGill. McGill 3 solo trips / 2 combined trips with McClaren)	80	80		160
Participate w/Owner in punch list: participation limited to one (1) punchlist and one (1) confirmation inspection. Any additional/or confirmation inspections will to be additional services)	40	24		64
TOTAL HOURS	145	168	2	315
AVERAGED HOURLY RATE	\$235	\$195	\$105	\$213
SUBTOTAL SERVICES COST	\$34,075	\$32,760	\$210	\$67,045
SUBTOTAL COST OF TRAVEL				\$10,976
TOTAL LUMP SUM FIXED FEE CONSTRUCTION ADMINISTRATION				\$78,021

OFC

OFC

Trips # 10,
11, 12, 13,
14, 15, 16,
17
Trips # 18, 19**Plus Anticipated Reimbursable Travel Expenses (w/10% administrative fee):**

Airfare (NS Economy 14 day advance purchase)	13	285		\$ 4,076
Hotels (Hampton Inn: Gov. Contractor Rate)	18	165		\$ 3,267
Rental Car	21	75		\$ 1,733
Per Diem (Meals)	21	55		\$ 1,271
Airport Parking / Couriers Etc.	21	30		\$ 630
				\$ 10,976

Total Services	Labor	Expenses	Total
RFP Pre-design support	\$24,155	\$2,155	\$26,310
SD Schematic design (Owner's technical design assistance to developer's a/e team)	\$61,405	\$4,572	\$65,977
DD Design development phase	\$58,785	\$3,266	\$62,051
City Contract	\$144,345	\$9,993	\$154,338
CD Construction documents	\$14,405	\$1,113	\$15,518
Bid out	\$2,110	\$0	\$2,110
Construction	\$67,045	\$10,976	\$78,021
Public Facilities Group	\$83,560	\$12,089	\$95,649
Total Proposed Services:	\$227,905	\$22,081	\$249,986

Notes:

1. ALL TRAVEL is budgeted as part of MWL lump sum. No receipts are provided. Most travel costs assume 14-day advance notice. Consistent inability to provide such notice may result in demand for compensation for excessive travel costs.
2. Recommendations for all electronic security related devices will be limited to (on behalf of the Owner) identifying the type of product required and a recommended location for the device. Our scope does not include selecting specific product, engineering of the systems or interface and systems integration with hardware.
3. Although MWL will identify where special requirements are needed for ventilation etc., we are not mechanical engineers and cannot provide direction or suggest technical requirements for such things as air changes per hour etc. We can only identify where the mechanical engineer needs to address specific needs, such as at narcotic storage rooms and lab areas. MWL will specify Lab casework and fume hoods, but not the exhaust system from the fume hoods.

Abbreviations:

a/e = architect / engineering, MWL = McClaren Wilson & Lawrie, OFC = office, SF = square feet, tbd = to be determined, ve = value engineering