

August 7, 2007

Honorable Mayor and Members of
the Hermosa Beach City Council

Regular Meeting of
August 14, 2007

CIP NO. 06-640 EMERGENCY OPERATIONS CENTER

Recommendation:

It is recommended that the City Council:

1. Approve the Professional Services Agreement with HH Fremer Architects Inc. in the amount of \$32,225 to provide design, cost estimating, and construction administration services to establish a full-service Emergency Operations Center (EOC) in the Community Center building;
2. Re-appropriate \$43,500 from FY 06-07 CIP No. 06-640; and
3. Authorize the Public Works Director to expend up to the budget amount to cover unforeseen contingencies.

Summary:

The City's EOC is presently identified as the 2nd floor classroom on the west side of the Community Center. The proposed design contract will provide for the following improvements to the EOC:

- Seating capacity for 20 people
- Raised floor system to accommodate voice/data cabling
- Work stations for EOC personnel, kitchenette and storage
- Emergency power generator and roof mounted HVAC system.

The room will be designed to allow for other utilization when the EOC is not in use. Storage cabinets will be built to hold all of the EOC equipment (similar to the EOC in Manhattan Beach).

Fremer Architects has experience with EOC design and came highly recommended by Mike Martinet, our Area G Emergency Coordinator.


Fiscal Impact:

These funds are already budgeted for expenditure in FY 06-07 and therefore need to be re-appropriated. Any left over funds will be applied to implementing the improvements.

Attachment: Professional Service Agreement


Respectfully submitted,

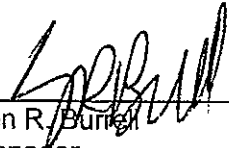
Concur:


Richard D. Morgan, P.E.
Director of Public Works/City Engineer


Jerry Gomez
Interim Fire Chief

Noted for fiscal impact:


Viki Copeland
Finance Director


Stephen R. Burriel
City Manager

2j

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20__ at Hermosa Beach, County of Los Angeles, State of California, by and between the CITY OF HERMOSA BEACH, through its duly elected, qualified and acting MAYOR, hereinafter called the CITY, and Fremer Architects Inc, hereinafter called the CONSULTANT.

WITNESSETH: That the CONSULTANT for and in consideration of the covenants, conditions, agreements, and stipulations of the CITY herein expressed, does hereby agree to furnish to the CITY professional services and materials, as follows:

ARTICLE I - Scope of Work

CONSULTANT shall perform all work necessary to design improvements to the City's Emergency Operations Center complete in a manner satisfactory to CITY. The services are set forth in the proposal letter dated May 21, 2007, attached as Exhibit A.

ARTICLE II - Costs

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this Agreement at the rates and in the manner established in the proposal letter dated May 21, 2007, attached as Exhibit A.

Total expenditure made under this contract shall not exceed the sum of \$ 32,225.00. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, and miscellaneous costs, estimated to be accrued during the life of the contract. It also includes any escalation or inflation factors anticipated. No increase in fees will be allowed during the life of the contract.

Any increase in contract amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

The CONSULTANT will be reimbursed for costs incurred in the performance hereof as are allowable under the provisions of Part 1-14 of the Federal Procurement Regulations.

ARTICLE III - Method of Payment

CONSULTANT shall be reimbursed monthly in arrears based upon the hourly services provided. CONSULTANT shall submit invoices in triplicate and addressed to the CITY, c/o the Finance Department, 1315 Valley Drive, Hermosa Beach, CA 90254-3884.

ARTICLE IV - Subcontracting

CONSULTANT shall not be permitted to subcontract any portion of this contract without the express written consent of the CITY.

ARTICLE V - Completion Date

CONSULTANT shall commence work under this agreement upon execution of this agreement and shall complete the work according to the schedule submitted as part of Exhibit "A", however, the CITY's Director of Public Works may extend the completion date as required by the scope of this contract. Any contract time extension shall require the express written consent of the Director of Public Works.

ARTICLE VI - Accounting Records

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's California office during the contract period and thereafter for three years from the date of final payment of Federal funds hereunder.

ARTICLE VII - Ownership of Data

All data, maps, photographs, and other material collected or prepared under the contract shall become the property of the CITY.

ARTICLE VIII - Termination

This contract may be terminated at any time for breach and the CITY may terminate unilaterally and without cause upon seven (7) days written notice to the CONSULTANT. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

ARTICLE IX - Assignability

CONSULTANT shall not assign or transfer interest in this contract without the prior written consent of the CITY.

ARTICLE X - Amendment

It is mutually understood and agreed that no alteration or variation of the terms of this contract, or any subcontract requiring the approval of the CITY, shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

ARTICLE XI - Non-Solicitation Clause

The CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XII - Equal Opportunity Assurance

During the performance of this contract, the CONSULTANT agrees as follows:

A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, sex, creed, color or national origin.

C. The CONSULTANT will permit access to their books, records and accounts by the applicant agency, the State, the Federal Highway Administration and/or the National Highway Traffic Safety Administration for purposes of investigation to ascertain compliance with this nondiscrimination clause.

D. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part.

ARTICLE XIII - Clean Air Act

During the performance of this Contract, the CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act

of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

ARTICLE XIV - Indemnity

CONSULTANT agrees to indemnify the CITY, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or intentional tortious acts, errors or omissions of CONSULTANT, its agents, employees, subcontractors, or invitees, provided for herein. CONSULTANT will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection herewith. CONSULTANT will promptly pay any judgment rendered against CITY, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities. In the event CITY, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CONSULTANT for such damages or other claims arising out of or in connection with the sole negligence of CONSULTANT hereunder, CONSULTANT agrees to pay CITY, its officers, agents, or employees, any and all costs and expenses incurred by CITY, its officers, agents or employees in such action or proceeding, including but not limited to reasonable attorney's fees.

ARTICLE XV - Insurance

A. Without limiting CONSULTANT'S obligations arising under ARTICLE XIV - Indemnity , CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverages of \$500,000 for property damage, \$500,000 for injury to one person/single occurrence, and \$500,000 for injury to more than one person/single occurrence.

ii. Public Liability and Property Damage Insurance, insuring CITY its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this Agreement, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than \$1,000,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California.

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed \$5,000 per occurrence.

C. Additional Insured. City, its elected and appointed officers, agents, and employees shall be named as additional insureds on policies referred to in subparagraphs A (i) and (ii).

D. Primary Insurance. The insurance required in paragraphs A (i) (ii) and (iv) shall be primary and not excess coverage.

E. Evidence of Insurance. Consultant shall furnish CITY, prior to the execution of this Agreement, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give CITY at least 30 days prior written notice of the cancellation of any policy during the effective period of the Agreement. All required insurance policies are subject to approval of the City Attorney. Failure on the part of CONSULTANT to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement or procure or renew such insurance, and pay any premiums therefor at CONSULTANT'S expense.

ARTICLE XVI - Enforcement of Agreement

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

ARTICLE XVII - Conflicts of Interest

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

ARTICLE XVIII - Independent CONSULTANT

The CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

ARTICLE XIX - Entire Agreement of the Parties

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by CITY and contains all the covenants and agreements between the parties with respect such employment in any manner whatsoever. 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 are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONSULTANT.

ARTICLE XX - Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal statutes and regulations as amended.

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

CITY OF HERMOSA BEACH

CONSULTANT

MAYOR:

Mayor, City of Hermosa Beach

ATTEST:

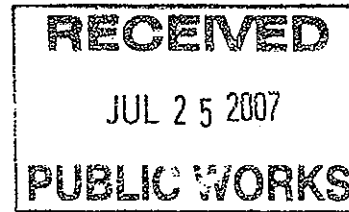
Elaine Doerfling, City Clerk

APPROVED AS TO FORM:

City Attorney

May 21, 2007
Revised July 12, 2007

Mr. Rick Morgan
Director of Public Works
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254



VIA U.S. MAIL AND EMAIL

Project: Emergency Operations Center
Hermosa Beach, California
Re: Proposal for Architectural Services

Dear Mr. Morgan,

As per our recent telephone conversation, we are pleased to submit the following changes to our original proposal dated May 21, 2007. It is our understanding that you requested the following scope items be modified and an addendum be issued documenting the proposed changes.

This proposal as been revised as follows:

1. Delete: Stepped stadium type seating for Instructional Space.
2. Add: Services of a cost consultant shall be a part of the fee proposal.
3. Add: Provide provision for reimbursement expenses to be included in fee proposal

PROGRAM DESCRIPTION

The following information shall be used as the programming basis for your project. This includes but may not be limited to the following:

- Use of a space within a portion of an existing building, which was previously part of a high school campus. The building complex has subsequently been adaptively reused as a museum as well as various recreational uses. Existing building is understood to be a reinforced concrete structure.
- Proposes adaptive reuse of a former classroom (approximately 48'x32') into an Emergency Operations Center. Subject room is in second level of existing structure.
- Instructional Space with seating capacity for 20 people.
- Raised floor system to accommodate voice/data cabling.
- Stations for Emergency Operations Personnel, Kitchenette and Storage.
- Programmed building systems include an emergency power generator and roof mounted HVAC system. Availability of power for this project has not been determined.
- ADA requirements for 'Path of Travel', etc are understood to be in compliance. Design for ADA accessibility within proposed EOC shall be part of the scope.

ARCHITECT'S SCOPE OF SERVICES

For purposes of this Project the design and documentation work shall be conducted over the following phases described in general as follows:

- Pre-Design Phase:
 - Visit site to establish and confirm existing conditions.
 - Prepare measured drawings.

- Schematic Design Phase:
 - Preparation and presentation of two (2) alternative schemes.
 - Selection of materials, systems and equipment.
- Design Development Phase:
 - Development of the design and selection of materials..
 - Deliverables will include dimensioned drawings and outline specification setting forth the requirements for the Project.
- Construction Documents Phase:
 - Coordination of the necessary professional consultants for the project.
 - Preparation of drawings, specifications and other documentation establishing the scope of work.
 - Assistance in the filing of required documents for approval.
- Bidding/Negotiation Phase:
 - Provide assistance to general contractors during bidding process.
 - Assist City with bid evaluation.
- Construction Administration:
 - Conduct pre-construction conference with selected General Contractor..
 - Preparation of supplemental drawings, specifications and responses to Requests for Information (RFI) from the General Contractor.
 - Close out of project at completion of construction.

FEE BUDGET FOR PROFESSIONAL SERVICES (REVISED)

For preliminary purposes we propose the following compensation for basic services to be rendered on this Project as follows:

Fee for Professional Services	\$ 30,725.00
Fee for Reimbursable Expenses	\$ 1,500.00
Total	\$ 32,225.00

If this proposal meets with your approval I propose that an AIA Owner/Architect Agreement or an Agreement form prepared by the City of Hermosa Beach be utilized for this project.

CONSULTANT FEES

The fees for professional consultants necessary for the completion of the work are included in the above fee proposal and shall be the Owner's consultants.

Required Consultants:

- 1. Structural Engineer.....\$5,000.00
- 2. Mechanical/Plumbing Engineer.....\$7,000.00
- 3. Electrical Engineer.....included in M/P
- 4. Cost Consultant\$1,750.00

ADDITIONAL SERVICES

HH Fremer Architects will provide Additional Services as authorized in writing by the Owner, and they shall be paid by the Owner as provided for in the "Hourly Fee Schedule." Additional Services shall be any other services not otherwise included in this proposal or not customarily furnished in accordance with generally accepted architectural practice.

METHODS OF PAYMENT

The total cost of professional services will be billed monthly based either upon the percentage of work completed that month for fees based on a stipulated sum, or on hours expended for fees charged on an hourly basis as provided for under "Basic Services." Owner agrees to notify Architect within five (5) days of receipt of invoice if there is any disagreement or question, otherwise payment is due within ten (10) days and past due after thirty (30) days of the invoice date.

REIMBURSABLE EXPENSES

This fee proposal includes the reimbursable expenses that are considered normal and customary for projects of similar size and scope. They shall include actual expenditures made by HHFA, its employees or its professional consultants in the interest of the Project. They shall include reproduction, printing of drawings and reports, typing, graphics, long distance telephone calls, postage and handling, and mileage.

HOURLY FEE SCHEDULE

For Additional Services, when compensation provided for in this proposal is based on hours expended, it shall be computed on the basis of a multiple of Direct Personnel Expense as follows:

Principal's time at fixed rate of Two Hundred Sixty Five Dollars (\$265.00) per hour. For the purposes of this proposal, the Principal is Harold H. Fremer.

Employee's time (other than Principal) shall be charged according to an hourly rate schedule as follows:

Hourly Rate Schedule:

Project Manager.....	\$ 125.00
Project Designer.....	\$ 105.00
Senior Technical.....	\$ 95.00
CADD Operator.....	\$ 85.00
Junior Technical.....	\$ 75.00
Administrative.....	\$ 65.00

FEE NEGOTIATIONS


Total professional fees shall be based directly upon the final agreed scope of work resulting from the Owner supplied requirements for the Project. Fees may be renegotiated by either party at any time the approved scope or timing of the Project is materially changed.

GENERAL CONDITIONS

All terms, conditions and fees quoted herein shall be valid for a period of sixty (60) days from the date of this proposal at which time this proposal will become subject to renegotiation.

We look forward to working with you on this exciting Project. If you have any questions or require any further clarifications to this proposal, please contact my office at your earliest convenience.

Respectfully,
HH Fremer Architects


Harold H. Fremer, AIA
Principal