



City of Del Mar Staff Report



TO: Honorable Mayor and City Council Members

FROM: Kathleen A. Garcia, Planning and Community Development Director
Via Scott W. Huth, City Manager

DATE: March 17, 2014

SUBJECT: Approval of Contracts for City Hall Space Programming/Related Professional Services and Budget Allocations

REQUESTED ACTION/RECOMMENDATION:

Adopt the proposed Resolution (Attachment A) to:

1. Authorize the City Manager to enter into contracts with two firms: Leeger Architecture and Carrier Johnson + Culture, to provide City Hall space programming services;
2. Authorize the amount of \$3,001 for the space programming phase of work; and
3. Allocate an amount not-to-exceed \$25,000 for future tasks which will include cost estimations of a City Hall (fee estimated at \$8,000); and may include additional programming and cost estimates for a Town Hall, public parking, plazas and community rooms (fee estimated at approximately \$9,000), and other conceptual architectural related tasks associated with planning for a new City Hall and Civic Center and reimbursable expenses (estimated at approximately \$8,000). Staff recommends contracting with Carrier Johnson + Culture for the cost estimation tasks due to their team's substantial experience with similar civic projects.

DISCUSSION/ANALYSIS:

Based upon the December 2, 2014 City Hall workshop results, the City Council directed staff to conduct an independent evaluation of the space program for City Hall. On January 8, 2014, staff issued a Request for Proposal, RFP 2014-02 for consultant services, requesting bids to conduct City Hall space programming verification and also requesting qualifications for additional as-needed services, including construction cost estimation services, additional programming, and related services associated with planning for a new City Hall (Attachment B). The RFP was mailed to local architects practicing in Del Mar; posted on the City's website; and distributed by a government contracts tracking firm which attracted responses from across the country.

City Council Action:

At the close of the proposal period on January 31, 2014, staff had received twenty three (23) proposals to provide professional services. Fee estimates proposed by the consultants for the City Hall program verification task ranged from \$1.00 to \$38,000.

The proposals were first reviewed and ranked by staff and then selected by the Planning Issues Council Liaisons on the basis of the consultant's demonstrated understanding of Del Mar's needs for program verification; clarity of scope of work; relevant city hall or administration building qualifications; the capacity to perform costs estimations and the value to the City.

Staff is recommending that the City enters into agreements with the two qualified, lowest bidders: Leeger Architecture and Carrier Johnson + Culture. Leeger Architecture, a local firm has connections to Del Mar development and has also proposed a development solution for 1050 Camino del Mar. Carrier Johnson + Culture has substantial experience in City Hall and innovative office space planning. Programming solutions from the two firms will maintain an impartial analysis and objectivity.

Leeger Architecture was established in Del Mar by Kathleen (Kit) Watkins Leeger in 2009. Ms. Leeger has over 30 years' experience designing luxury homes and most recently she has been involved in designing upgrades for family-owned commercial properties in Del Mar, Solana Beach and Carlsbad that include offices, restaurants and retail spaces. Leeger Architecture has teamed with Howard Anderson + Associates (HA+A) Architects, an architectural firm with an office on Carmel Valley Road, just outside the city limits of Del Mar. HA+A's experience includes the design of custom homes, multifamily housing projects, office and industrial buildings including interior space planning, communication facilities, aviation facilities and master planning for ski resorts, marinas and airports. Leeger Architecture proposed a fee of \$1.00 to provide the City Hall program verification efforts. Leeger Architecture's proposal can be found in Attachment C.

Carrier Johnson + Culture is an architectural firm based in San Diego who has significant experience in planning and designing civic centers, government centers, public safety facilities, and local and federal government buildings, including recent City Halls for Chula Vista, Vista, Irvine, Goodyear and Yuma, AZ as well as the award winning Caltrans District 11 Headquarters. Carrier Johnson has teamed with Cumming Corporation for cost estimating. Cumming Corporation specializes in estimating probable construction costs and has prepared cost estimates for over fourteen city hall projects in the state. Carrier Johnson proposed the next lowest fee (\$3,000) to provide the City Hall program verification efforts. Carrier Johnson's proposal can be found in Attachment D.

It should be noted that representatives from both Leeger Architecture and Carrier Johnson had attended the December 2, 2013 community workshop on their own initiative to learn about the City Hall issues and community input.

Staff is recommending that the City contract with both Leeger Architecture and Carrier Johnson to receive two independent verifications of the program. The draft agreement, subject to negotiation and final approval by the City Attorney, can be found in the RFP, Attachment B.

Staff is also requesting that the City Council authorize additional funds in the amount not-to-exceed \$25,000 to be released for additional services/ task orders for one or both of the consultants to perform cost estimations, additional programming for Town Hall, parking or other uses, or other related conceptual architectural studies. It is anticipated that the preparation of cost estimations for a new City Hall would cost approximately \$8,000. Staff is recommending that Carrier Johnson's team prepare the additional task order for cost estimation services based upon the experience and technical capabilities of Carrier Johnson teamed with Cumming Corporation. Additional programming and cost estimates for a Town Hall, public parking, plazas and community rooms are estimated at approximately \$9,000. In addition, as options are further refined during City Council discussions, staff anticipate there may be additional, conceptual architectural related tasks. Accordingly, staff has allocated approximately \$8,000 for these tasks as well as the reimbursable expenses during the contract. These task orders may be refined based upon the results of the first phase space programming exercise.

FISCAL IMPACT:

The authorization of the contracts encumbers a not-to exceed amount of \$28,001 from the \$60,000 allocated for Public Facilities master planning related services in the adopted Capital Improvement Program budget (CIP#FA01) for Fiscal Year 2013-2014. Previous authorizations from this account include \$2,661 for survey and \$20,500 for Keyser Marston Associates' economics analysis, resulting in a remaining balance of \$8,838 in CIP#FA01.

ENVIRONMENTAL IMPACT:

In accordance with California Environmental Quality Act (CEQA) standards, the programming and estimating is not defined as a project and is therefore exempt from the provisions of CEQA. A future development project would be subject to CEQA review.

PRIOR CITY COUNCIL REVIEW:

On February 18, 2014, the City Council heard the results of the City Hall/Civic Center Survey and directed staff to proceed with steps towards implementation, including program verification and cost estimates.

ATTACHMENTS:

Attachment A – Draft Resolution

Attachment B – RFP for Professional Services: Program Verification and Cost Estimating

Attachment C – Leeger Architecture proposal

Attachment D – Carrier Johnson + Culture proposal

Attachment A

RESOLUTION NO. 2014- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH TWO CONTRACTORS: 1) CARRIER JOHNSON + CULTURE AND 2) LEEGER ARCHITECTURE TO PROVIDE PROGRAMMING AND RELATED SERVICES FOR THE CITY COUNCIL DIRECTED CITY HALL PROJECT AND ALLOCATING UP TO \$28,001 FROM CIP#FA01 FOR THE CONTRACTS AND AS-NEEDED ADDITIONAL SERVICES

WHEREAS, the City of Del Mar, at its December 9, 2013 City Council Meeting, directed staff to conduct an independent evaluation of the space program and construction cost estimates for City Hall; and

WHEREAS, the City of Del Mar issued RFP 2014-02 on January 8, 2014 for professional consultant services, requesting bids for City Hall space programming verification and qualifications for cost estimation and additional as-needed services; and

WHEREAS, the City of Del Mar, at the close of the proposal period on January 31, 2014, received twenty three proposals to provide professional consultant services; and

WHEREAS, the selection committee made up of staff and two Council Liaisons reviewed and ranked the proposals and selected the two qualified, lowest bidders; and

WHEREAS, Carrier Johnson + Culture has substantial experience programming city halls and related government office buildings as well as demonstrated cost estimation skills for civic facilities; and

WHEREAS, Leeger Architecture is a local, Del Mar firm who has specific local Del Mar development expertise; and

WHEREAS, following the results of the programming tasks, one or more of the above firms may be requested to prepare as-needed services for cost estimations, additional programming or related services; and

WHEREAS, the City Council adopted the Capital Improvement Program budget for Fiscal Year 2013-2014, including \$60,000 in CIP#FA01 for Public Facilities master planning related services; and

WHEREAS, the amount of \$36,839 remains unencumbered in CIP#FA01, which is adequate to provide for the two contracts and as-needed additional services not to exceed \$28,001.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that:

1. The above recitals are true and correct.
2. The City Council authorizes the City Manager to enter into an agreement in the form of the agreement attached as Attachment B to the Staff Report with Leeger Architecture in the amount of \$1.00 to provide the City with an independent City Hall space program.
3. The City Council authorizes the City Manager to enter into an agreement in the form of the agreement attached as Attachment B to the Staff Report with Carrier Johnson + Culture in the amount of \$3,000.00 to provide the City with an independent City Hall space program.
4. The City Council authorizes the City Manager to utilize an as-needed amount not-to-exceed \$25,000 for additional services to one or more of these contractors for the purpose of additional programming, cost estimation or related tasks.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held on the 17th day of March, 2014.

LEE HAYDU, Mayor
City of Del Mar

APPROVED AS TO FORM:

LESLIE E. DEVANEY, City Attorney

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, Andrew Potter, Administrative Services Director/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2014-__, adopted by the City Council of the City of Del Mar, California at a Regular Meeting held the 17th day of March 2014, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Andrew Potter, Administrative Services Director/City
Clerk
City of Del Mar



City of Del Mar



City of Del Mar

**Request for Proposal
RFP 2014-02**

for

Consultant Services for a

**City Hall Space Program Verification and Cost Estimation
Services**

RFP Issue Date: January 8, 2014

Due Date: **4:00 p.m. on Friday, January 31, 2014**

Request for Proposals (RFP 2014-01)

The City of Del Mar is seeking proposals from qualified professionals to:

- A. Verify the preliminary space program prepared by staff for City Hall Administrative Offices and Town Hall facilities for a lump sum fee. Work includes staff meetings and one presentation to the City Council.
- B. Provide opinions of probable construction costs or other conceptual architectural services for these facilities on a time and materials basis.

Background

The City of Del Mar is considering options for replacement of the existing City Hall administrative offices. The City Council has reviewed goals and site evaluation criteria, preliminary space needs, and alternative sites at their meetings between June and September 2013 and conducted a community workshop on December 2, 2013. The City is currently developing a survey for the community to weigh in on the options of either developing a new city hall/civic center complex or occupying an existing office building within Del Mar.

At this point, staff is interested in having the preliminary space program confirmed by a professional architect familiar with administrative office buildings and/or civic centers. The preliminary space program for City Hall facilities only (Attachment A) was derived by staff from a previous program prepared in the 1990s (available on the City's website) as well as an assessment of current conditions. This preliminary program was intended to only be for preliminary planning purposes. The City is now at the point in which a more refined program is necessary so that the space needs can be determined and the process can move forward. This RFP is to solicit a fee proposal to prepare a space program for City Hall Administrative Offices and City Council Chambers/Community Meeting Room.

The current City Hall at 1050 Camino del Mar was built as a school in the 1920s and expanded in the 1950s. The Del Mar City Hall has been located in this former school since the 1970s. City Hall currently houses 23 full-time and 5 part-time (interns or special project staff) employees. For future planning purposes, the City does not anticipate any significant growth in staff. Currently, City Hall accommodates the City Manager's Office and the Administrative Services, Finance and Planning Departments as well as areas for the Sheriff officer (1-2 persons) and Park Ranger (1-2 persons). Public Works and Community Services departments will remain in existing, separate facilities. A library, considered in earlier planning exercises, has now been established in a separate facility and is not part of the program.

Additional information on the City Hall planning process can be found on the City's website at: <http://www.delmar.ca.us/Pages/CivicCenterPlanning.aspx>

Scope of Work

The City is seeking proposals for the scope of work outlined below.

A. Core Scope of Work – Space Programming Tasks (Fee Proposal):

1. **Project Kick-Off Meeting:** Consultant shall attend a project kick-off meeting with City staff.
2. **Existing Documentation Review:** Consultant shall research project information at the City and/or other agencies.
3. **Space Program:**
 - a. Consultant shall prepare a Draft Space Program for City Hall Administrative Offices and Town Hall facilities based upon appropriate industry standards and needs expressed by City staff.
 - b. Consultant shall finalize the Space Program based upon input and review by City Staff and submit a final Space Program to the City in PDF and Word/Excel format.
 - c. Consultant shall be available for one (1) City Council meeting to present the Space Program.

B. Additional Scope of Work (to be authorized on a time and materials basis as needed, per rate sheet):

4. **Construction Cost Estimate:** Consultant shall prepare construction cost estimates for civic center facilities as necessary and directed by staff in writing.
5. **Additional Consultant Services:** Consultant shall provide additional services based upon the program, cost estimates or other architecturally related assistance regarding the City Hall Administrative Offices, Town Hall or other Civic Center functions.

General Requirements

Firms or individuals interested in submitting proposals for the City Hall Space Program Services shall submit one (1) letter proposal in a sealed envelope bearing the caption “Del Mar City Hall Space Programming Services.” Letters shall be signed by an authorized representative and must state the names of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the consultant. Please limit proposal responses, including fee proposal, rate sheet and qualifications to no more than 5 pages.

Sealed proposals shall be submitted and labeled as follows:

City of Del Mar

Re: City Hall Space Programming RFP 2014-02

1050 Camino Del Mar

Del Mar, CA 92014

Sealed proposals may be submitted in person to the Administrative Services Department at the address above, or via US Mail, or express courier and must be received by **4:00 p.m. on Friday, January 31, 2014**. Submissions after this deadline will not be accepted.

All inquiries and/or requests for clarification of the RFP shall be submitted **by email** to Kathleen Garcia, at kgarcia@delmar.ca.us. **All requests for clarification must be received no later than 4:00 p.m., Tuesday, January 28, 2013.** Requests for clarification received after this date will be discarded.

Any consulting firms desiring to be considered for selection shall first contact the above City Representative (kgarcia@delmar.ca.us) by email prior to 4:00 p.m., Tuesday, January 28, 2013 and provide contact information for any correspondence generated through the clarification process. Firms failing to register their intent to submit a proposal may be at a disadvantage in that they may not receive any addendum or responses to submitted questions.

The City retains sole discretion to evaluate proposals and make an award to the consultant the City deems to have the most responsive proposal. Receipt of proposals in response to its RFP does not obligate the City in any way to engage any consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of the agreements entered into.

The evaluation process shall include review of qualifications by a panel of City staff (RFP Team) assigned by the City Manager and any other person(s) designated by the City. The City reserves the right, where it may serve the best interest of the City, to request additional information and clarification from consultants. At the discretion of the RFP Team and the City, consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

All quotes, inquiries, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the consultant will become property of the City and a matter of public record. Any changes to this RFP by the City will be sent to each consultant or individual to whom an RFP has been sent and/or who has registered with the City for this RFP. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.

Upon final selection of the consultant, the scope of service may be modified and refined during negotiations with the City.

Contract Requirements

It is recognized that the formal basis of any agreement between the City and the consultant is a contract rather than a proposal. In submitting price quotes, consultants must indicate that they are prepared to complete a contract containing all the information submitted in their price quote. The price quote will become part of the contract between the City and the successful consultant. A sample of the City's standard contract is attached as Attachment B.

Proposal Contents

Please limit proposal response to no more than 5 pages, including fee proposal, hourly rate sheet and qualifications.

- 1) Brief Statement of Understanding and Approach to the Scope of Work as identified in this RFP.
- 2) Brief description of your qualifications for providing City Hall space programming and cost estimation services for the City. Please also provide two references.
- 3) The proposed lump sum cost to complete the space programming tasks.
- 4) An hourly rate sheet for additional services

Compensation and Reimbursement

Compensation for the scope of work defined in this Request for Proposal (RFP) will be based upon the percentage of work completed for services identified in the scope of work. All invoices shall be submitted for payment within 30 calendar days of end of month work period.

Professional References

Please provide two (2) professional references for the individual/firm who will provide the services as outlined in this RFP. For each reference, please provide an address and work telephone number and a short description on the type of service provided.

Additional Submission Information

The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. All costs incurred during proposal preparation or in any way associated with the Consultant's preparations, submission, presentation, or oral interview shall be the sole responsibility of the Consultant.

If awarded a contract, the consultant shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the City.

Undue Influence

The consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the vendor, or from any officer, employee or agent of the vendor, in connection with the award of the Agreement of any work to be conducted as a result of the RFP. Violation of this Section shall be a material breach of the Agreement/Contract entitling the City to any and all remedies by law or in equity.

Evaluation and Selection Process

The various significant factors that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factor, including

price. The relative importance of these factors involves judgment on the part of the City's RFP Team and will include both objective and subjective analysis. A consultant may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements. Late submissions will not be considered.

Proposals will be screened, and the top candidate(s) will be selected. The qualifications for the top candidates will be verified and references may be checked. In reviewing the proposals, the City will carefully weigh the consultant's comprehension of the Scope of Services and City's needs, qualifications and experience on relevant projects and the fee proposal/value to the City.

End of Request for Proposal

Attachment A: Preliminary Space Program (prepared by Staff for planning purposes only)

Attachment B: Standard Contract

ATTACHMENT A

UPDATED 11/26/2013

City Hall Preliminary Program	Quantity	GSF	Total GSF	GSF by Dept
Reception				
Receptionist	1	100	100	
Waiting Area	1	200	200	
Public Counter	1	250	250	
Public Information Area	1	50	50	
	subtotal			<u>600</u>
City Manager's Office				
City Manager	1	250	250	
Assist CM	1	175	175	
Assist to CM/HR	1	125	125	
Intern	2	50	100	
Admin Analyst	1	75	75	
Storage	1	200	200	
	subtotal			<u>925</u>
City Clerk				
Clerk	1	175	175	
Asst. Clerk	1	125	125	
IT	2	150	300	
Records Intern	2	50	100	
Storage	1	200	200	
	subtotal			<u>900</u>
Planning				
Director	1	175	175	
Planning Staff	4	125	500	
Intern	2	50	100	
Code Enforcement	1	125	125	
Small Conference Room	1	150	150	
Active Project Storage	1	300	300	
	subtotal			<u>1,350</u>
Finance				
Director	1	175	175	
Finance Staff	3	125	375	
Admin Assist	1	100	100	
Intern	2	50	100	
Secured Storage	1	200	200	
	subtotal			<u>950</u>

City Hall Preliminary Program		Quantity	GSF	Total GSF	GSF by Dept
Ranger					
	Ranger	1	125	125	
	Sherriff Substation	1	125	125	
	onsite secured storage			200	
					450
Council					
	Council member office	2	125	250	
					250
Other					
	Copy/Supply/mail Room		250	250	
	Lunch Room/extra conf.		200	200	
	Staff Locker & Restrooms mens/women	2	250	500	
	Public Restrooms	2	150	300	
	High Density Filing			500	
	Document/transaction Vault			200	
	General Storage and EOC Storage			500	
	Computer server room			200	
	Mechanical room			200	
	Large Conf. Room: 25-30			570	
	Exec Team Conference Room	1	250	250	
	Small meeting Room	2	150	300	
					3970
	Circulation allowance		10%	940	
					940
Total SF	Employees and Inerns	28		10,335	10,335

Existing GSF

3,776	City Hall
300	IT trailer
3,020	Gray Room Storage
2,160	Annex
9,256	City Hall uses - subtotal
2,636	+TV Studios & Council Chambers
11,892	Existing City Hall Complex

Prior Facilities Planning

Keyser Marston 2007 Study (City Hall & Council Chambers):	20,000	City Hall, Town Hall & TV
KMD 1991 Program, Community Center Master Plan:	10,000	City Hall
	4,500	Town Hall

2013 Preliminary Facilities Planning

City Hall Administrative Offices	Range	10,000	10,500
Council Chambers/Mtg Room		3,500	4,500
	total	13,500	15,000

Attachment B – Sample Agreement

AGREEMENT BETWEEN THE CITY OF _____ AND _____

This Agreement ("Agreement"), made this ___ day of _____, 20___, by and between the CITY OF _____, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and _____, a California _____ ("CONSULTANT") with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.

B. CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.

C. CITY desires or is in need of _____ services.

D. CONSULTANT has special knowledge, experience and facilities for accomplishing the above services.

E. CITY now desires to retain CONSULTANT to accomplish the above services, and CONSULTANT is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF CONSULTANT

1.1 CONSULTANT shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONSULTANT and CITY. Any additional services authorized by CITY shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 Representations. CONSULTANT will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood

that CITY, in entering into this Agreement, is relying on CONSULTANT's representations for quality and professional work performed in a timely manner, and CONSULTANT shall perform in accordance with those representations and standards.

1.3 Monthly Written Reports. The _____ of CONSULTANT shall prepare and submit to the designated CITY representative a monthly written report specifying the activities of CONSULTANT pursuant to this Agreement. CONSULTANT shall prepare the monthly written report in a format acceptable to the CITY. CONSULTANT shall submit the monthly written report to the CITY by the second Friday of each month.

2. ADMINISTRATION OF AGREEMENT

2.1 CITY appoints its City Manager, or his designee, to administer CITY's rights under this Agreement, and to review the work performed by CONSULTANT pursuant to the scope of services.

2.2 CONSULTANT shall keep the City Manager, CITY's representative, or his designee or designees, fully informed as to the progress of the work and shall submit to CITY such oral and written reports as CITY may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY: _____
Address: City of _____
>address<
>city<, CA >zip<
Phone: (____) ____-____
Facsimile: (____) ____-____

For CONSULTANT: _____

CONSULTANT: _____
Address: _____

Phone: (____) _____
Facsimile: (____) _____

3. TERM

3.1 The term of this Agreement shall be from _____, 20____ until _____, 20____.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

4. PAYMENT TO CONSULTANT

4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT the sum of _____ (\$_____).

4.2 Additional Services. If CITY desires any additional services ("Additional Services"), CONSULTANT may, upon written request by the CITY, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the CITY may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services including costs by CONSULTANT and CITY, CONSULTANT shall perform the Additional Services and CITY will pay to CONSULTANT the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONSULTANT showing the basis of said claims, and certified by proper officers of CONSULTANT.

4.3 Payments. Payment of CONSULTANT's fee shall be made in accordance with CITY's normal schedule for issuance of checks. CONSULTANT agrees and acknowledges that it is CONSULTANT's sole responsibility to report as income all compensation received from CITY, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

5. STATUS OF CONSULTANT

5.1 Independent Contractor. It is understood and agreed that CITY is interested only in the results obtained from service hereunder and that CONSULTANT shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONSULTANT shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONSULTANT and which shall not be subject to control or supervision by the CITY, except as to the results of the work. CONSULTANT is, for all purposes arising out of this Agreement, an independent contractor, and neither CONSULTANT, nor its employees, agents and representatives shall be deemed an employee of the CITY for any purpose.

5.2 Employee Benefits. CONSULTANT shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that CONSULTANT and its employees, agents, and representatives shall in no event be entitled to any CITY benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

5.3 Workers' Compensation Insurance. CONSULTANT agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to the provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft,

classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONSULTANT shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONSULTANT shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONSULTANT shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any sub-consultant under him, in violation of the provisions of this Agreement.

6. INSURANCE

CONSULTANT shall not begin the services under this Agreement until it has: (a) obtained, and upon the CITY's request, provided to the CITY, insurance certificates reflecting evidence of all insurance required in this Section 6; however, CITY reserves the right to request, and CONSULTANT shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONSULTANT shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect CONSULTANT and CITY against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of Two Million Dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

6.1.2 Workers' Compensation. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONSULTANT shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against CITY by a bona fide employee of CONSULTANT participating under this Agreement, CONSULTANT agrees to defend and indemnify the CITY from such claim.

6.1.3 Professional Liability. For all of CONSULTANT's employees who are subject to this Agreement, CONSULTANT shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate. CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Agreement or substantial completion of services under this Agreement,

whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss.

6.1.4 Commercial Automobile Liability. For all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$500,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are no less than "A" and "VII" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. CITY will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONSULTANT and shall be disclosed to CITY at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to CITY, that: (a) the policies are primary and non-contributory to any insurance that may be carried by CITY; and (b) CITY is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL and Workers' Compensation policies shall expressly provide, and an endorsement shall be submitted to CITY, that the City of Del Mar and its respective officers and employees are additional insured under the policy.

6.5 Indemnity Not Limited by Insurance. CONSULTANT's liabilities, including, but not limited to, CONSULTANT's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONSULTANT's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

7. AUDIT AND INSPECTION OF RECORDS

At any time during CONSULTANT's normal business hours and as often as CITY may deem necessary, and upon reasonable notice, CONSULTANT shall make available to CITY, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONSULTANT will permit CITY to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONSULTANT for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONSULTANT's performance hereunder, unless CITY's written permission is given to dispose of same prior to that time.

8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONSULTANT respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his designees, nor shall CONSULTANT issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. CONSULTANT shall hold in trust for the CITY, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the CITY's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONSULTANT shall advise CITY of any and all materials used, or recommended for use, by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONSULTANT shall fail to so advise CITY and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, CITY should be found in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify and hold harmless CITY against any action or claim brought by the copyright holder.

8.3 Ownership of Records. All records created by the CONSULTANT shall become the property of the CITY and shall be subject to state law and CITY policies governing privacy and access to files. The CITY shall have access to and the right to examine all books, documents, papers and records of the CONSULTANT involving transactions and work related to this Agreement. The CONSULTANT shall retain all copies of records for a period of five (5) years from the date of final payment.

9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth in Section 2 above.

10. TERMINATION FOR CAUSE

10.1 CITY may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONSULTANT, (b) CONSULTANT, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONSULTANT exposing CITY to liability to others for personal injury or property damage, or (d) if CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by CITY of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and

terminate on the effective date specified in the written notice by CITY.

10.2 In the event of such termination, CONSULTANT shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by CITY, not to exceed the amount payable herein, and CONSULTANT expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

11. TERMINATION FOR CONVENIENCE OF CITY

11.1 CITY may terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by CITY for the performance of such work.

12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONSULTANT shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by CONSULTANT to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONSULTANT shall be delivered to the City Manager, upon his request, as property of CITY.

13. DEFENSE AND INDEMNIFICATION

13.1 CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council, and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance under this Agreement or any negligent or wrongful act or omission by CONSULTANT, its officers, employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. CONSULTANT shall have no obligation, however, to defend or indemnify CITY if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY.

13.2 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which CITY may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, at its sole discretion, reserve, retain or apply any monies due to CONSULTANT under this Agreement for the purpose of resolving such claims; provided however, that CITY may release such funds if

CONSULTANT provides CITY with reasonable assurances of protection of the CITY's interest. The CITY shall, in its sole discretion determine whether such assurances are reasonable.

CONSULTANT agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONSULTANT, its officers, agents, representatives, employees, sub-consultants, or anyone for whom CONSULTANT is liable and that an adjudication of CONSULTANT's liability is not a condition precedent to CONSULTANT's duty to defend.

14. CONFLICT OF INTEREST

14.1 CONSULTANT shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.2 Prior to execution of this Agreement, CONSULTANT shall disclose in writing to CITY any and all compensation, actual or potential, which CONSULTANT may receive in any form from a party other than CITY as a result of performance of this Agreement by CONSULTANT. If CONSULTANT becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONSULTANT shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.3 Prior to or concurrent with making any recommendation of any products or service for purchase by the CITY, CONSULTANT shall disclose any financial interest that CONSULTANT may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.4 CONSULTANT shall not conduct business for third parties which may be in conflict with CONSULTANT's responsibilities under this Agreement. CONSULTANT may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONSULTANT shall provide no services for any private client within the corporate boundaries or sphere of influence of CITY during the period of this Agreement which may constitute a conflict of interest.

CONSULTANT acknowledges that he/she has read Section 14. Conflict of Interest, and may have ___ or does not have ___ a potential conflict of interest, and will ___ or will not ___ need to file a Statement of Economic Interest Form 700. If CONSULTANT is required to file a Statement of Economic Interest, a Form 700 shall accompany this executed Contract.

Consultant's Initial
City of Del Mar Initial

15. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain subconsultants specifically included in the attached "Scope of Services") by CONSULTANT without the express written consent of CITY, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONSULTANT without the express written consent of CITY, and without such consent all services hereunder are to be performed by CONSULTANT, its officers, agents and employees. However, claims for

money due or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to CITY. Any assignment requiring approval may not be further assigned without CITY approval.

16. SURVIVAL

CONSULTANT's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

18. PERMITS/LICENSES

CONSULTANT and all of CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONSULTANT agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries and related entities, if any, will be treated equally by CONSULTANT, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONSULTANT has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of CITY or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONSULTANT of compensation under this Agreement shall not be deemed to waive CITY's rights or CONSULTANT's rights

contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Riverside County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF _____

xxxxxxxxxxxxx, City Manager

Name of Consultant

Name/title of signatory [please print]

Signature

ATTEST:

xxxxxxxxxxxxx, City Clerk

Name/title of signatory [if necessary]

Signature

APPROVED AS TO FORM:

xxxxxxxxxxxxx, City Attorney

EXHIBIT A
Scope of Services

SAMPLE

**PROPOSAL TO CITY OF DEL MAR
FOR CONSULTANT SERVICES FOR
A CITY HALL SPACE PROGRAM VERIFICATION AND COST ESTIMATION SERVICES**

LEEGER ARCHITECTURE is joining its skills with HOWARD ANDERSON+ASSOCIATES ARCHITECTS' vast experience in a joint venture to bring Del Mar the very best consultant service possible.

We respectfully submit the following for your review:

- Analysis of most recent proposed schemes (2007 Feasibility Study)
- Scope of Work Fee and Fee Schedule
- Resumes and Project Lists

Kit Watkins Leeger, having attended the December Workshop on the best options for City Hall, has been studying the issues, previous studies, proposals and community responses - long before I learned of an RFP. My family and I have been involved in the Del Mar community both as residents and businesses. I grew up here, have worked in the village, and appreciate its character more than just that of an architect. I have ties back to when Del Mar began – my father-in-law, Luther Leeger, was the first City Attorney who incorporated Del Mar. My desire is to see the community benefit and thrive, while maintaining the village atmosphere that we residents love. Having participated in the Measure B process as part of the development of the L'Auberge property, I bring an uncommon experience to this project.

Howard Anderson, another long-term Del Mar resident and architect, has worked from his personally designed Del Mar live-work, mixed-use complex since 1974. Please see his firms attached Resume Summary and Partial Project list.

ANALYSIS OF THE EXISTING PROPOSED CITY SITE PLAN

Scenario A	Scenario B	Scenario C	Scenario D
			
<ul style="list-style-type: none"> • Single level City Admin offices • No mixed-use • Surface parking • Public plaza • 68 non-residential parking spaces <p>• Net cost to City: \$7.2 M</p>	<ul style="list-style-type: none"> • Two level City Admin offices • Two levels of parking • CDM commercial frontage • 8 town homes w/garages • 226 non-residential parking spaces <p>• Net cost to City: \$5.5 M</p>	<ul style="list-style-type: none"> • Single level City Admin offices • Two levels of parking • CDM commercial frontage • 10 town homes w/garages • 237 non-residential parking spaces <p>• Net cost to City: \$3.7 M</p>	<ul style="list-style-type: none"> • Single level City Admin offices • Mezzanine level @ City Admin offices • Single level underground parking • CDM commercial frontage • 9 detached single-family homes w/garages • 135 non-residential parking spaces <p>• Net cost to City: \$0</p>

Del Mar's master plan has stated goals: "to create a community gathering place that invites community interaction"; "A place with outdoor courts and plazas that serve as public gathering spaces and quiet courts".

In the 2007 plan options B, C & D, much of the open space potential is used for a driveway or private garages for townhouses. The townhouse siting leaves much to be desired as the front is a driveway with a view of a parking garage and the west views are over the adjacent residents who have objected to their privacy being invaded. While the town houses are important to offset the cost, they should not take precedence over the community desire for a gathering place, if the project is to ever get approved by the residents.

Whereas, the Community Workshop confirmed a preference to utilize the existing site already owned by the City, they also expressed a desire for a solution that would be zero, or minimal cost, to the City taxpayers. That goal cannot be accomplished with the current options A, B or C.

Below is a proposed plan that I worked out with Jim Watkins (Dad) prior to hearing about the RFP. Leeger Architecture in collaboration with HA+A Architects has the ability to program and design a financially feasible solution to provide City offices, public/private parking and revenue to supplemental ongoing operations.



PROPOSED LEEGER / WATKINS CITY SITE PLAN

- Single level commercial & residential parking - provides all required parking (not done in B, C or D).
- CDM commercial frontage – restaurants and retail facilities that create a southern anchor to the central commercial district.
- Two-level City admin offices adjoining a single level meeting hall/TV station – creating a buffer between the commercial and existing residential.
- Seven cottages/townhomes – facing 10th & 11th Streets, consistent with the existing residential orientation and non-invasive to neighbors.
- **16,000+ SF open public plaza!**

THIS REQUEST FOR PROPOSAL, RFP 2014-02, SERVICES WILL INCLUDE:

SCOPE A. SPACE PROGRAMMING TASKS, ITEMS 1, 2, & 3

FIXED FEE: The Services listed above will be completed for a **Fixed Fee: One Dollar (\$1.00)**
 Fee includes written reports in PDF, Word and/or Excel formats. Fee does not include drawings or renderings.

SCOPE B. CONSTRUCTION COST ESTIMATE & ADDITIONAL CONSULTANT SERVICES, ITEMS 4 & 5

HOURLY RATE SCHEDULE/REIMBURSABLE EXPENSES:

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$195.00
Project Manager	\$165.00
Architect/Designer	\$125.00
Estimator	\$125.00
AutoCAD I, II, III	\$70.00-\$90.00
Administrative	\$ 65.00

The following reimbursable expenses shall be billed at 1.2 times the amount expended by the architect:
 1. Renderings. 2. Postage & Handling. 3. Duplication of drawings & Specs.


 Kit Leeger, Principal of Leeger Architecture


 Howard Anderson, Principal of HA+A Architects



LEEGER ARCHITECTURE

LEEGER ARCHITECTURE SUMMARY RESUME

Leeger Architecture was established by Kathleen (Kit) Watkins Leeger in 2009, after returning to Del Mar from San Francisco. Although the scope and architectural styles vary, Leeger Architecture provides the quality of design and the management of the process that is always of the highest value. Designing and implementing sustainable, durable, high-efficiency, health-conscience systems and other "green" concepts is integral in Leeger Architectures quality of design. That said, partnering with clients, consultants and contractors who understand, and support, the process provides for increased levels of success. Establishing those priorities are part of the Programming process.

Leeger Architecture Team Profiles

KATHLEEN (KIT) WATKINS LEEGER, Principal, has over 30 years' experience designing luxury homes in Del Mar, La Jolla, Rancho Santa Fe, San Francisco and the surrounding communities. Most recently she has been involved in designing upgrades for family-owned commercial properties in Del Mar, Solana Beach and Carlsbad that include offices, restaurants and retail spaces.

- University of Colorado, Boulder, Environmental Design
- California Architect License #20387
- Certified Green Building Professional
- Member of Del Mar Village Association
- Del Mar Rotarian
- Member of Institute of Classical Architecture & Art

STEPHANIE WARE, Interior Designer/Project Manager, has experience in interior and exterior design, residential and commercial space planning and finishes selections. Stephanie is involved at all levels of project development - AutoCAD drawings, construction documents, specifications, and permitting. Project types include residential remodels, commercial space remodels, commercial tenant improvements, and other types of projects.

- Bachelors of Fine Arts Degree in Interior Design from the Design Institute of San Diego

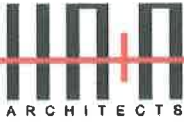
Partial Project List

- Ritz-Carlton Residences at LA Live – Interior build out of 224 luxury residential condominiums
- Red Tractor's Restaurant Private Dining Remodel (Solana Beach)
- Jacquin Estate Master Plan – 10,000 SF + accessory buildings & amenities on 72 acres (Sonoma County)
- Historic Multi-Family Remodel – 8,500 SF (San Francisco)
- DiMarchi SFR Remodel – 5,200 SF (La Jolla)
- Casa De Nueve Chimenea* – 13,000 SF residence on 5 acres (Rancho Santa Fe)
- Gilbert Residential Remodel* and Guest House** (Del Mar north bluff)
- Stowers Residence* – 10,000 SF (La Jolla)
- Newcomer Residential Remodel* -2nd floor and basement added to a single story home (La Jolla)

*Project Architect with Island Architects

**Project Architect with Batter Kay Architects





HA+A SUMMARY RESUME

Howard Anderson + Associates Architects is pleased to introduce you to our architectural studio and works. **HA+A**, established in 1974 and located in our design/build mixed-use office in Del Mar, is a full service architecture and design firm and offers a diverse range of experience in all aspects of project development including master planning, architectural and interior design, space planning, development studies, and entitlements and associated permits.

Our philosophy encourages a collaborative project team approach both within our studio, with our clients, and with the project delivery team. We feel this environment utilizes the talents of all individual team members and fosters unique ideas necessary to generate the optimal design solution, while collaboration between the client, design consultants and builders produces an efficient, complementary project.

HA+A Team Profiles

HOWARD ANDERSON, Principal, established **HA+A Architects** in 1974 and offers over forty years of extensive experience in architecture, planning and project development. Howard's background includes the design of custom homes, multifamily housing projects, office and industrial buildings including interior space planning, communication facilities, aviation facilities and master planning for ski resorts, marinas and airports.

Howard holds a Bachelor of Architecture Degree from the University of Southern California

Howard is a registered architect in the states of California, Colorado, Nevada, Texas, and Utah, and is a member of The National Council of Architectural Registration Board.

MICHAEL KUMMER, Architect, LEED AP, Associate

Michael has over twenty years experience in architecture and project development. Michael has been involved with all aspects of project management, construction administration, planning and design for new facilities and additions with a wide range of project experience from civic and institutional facilities, mixed-use multi-family residential/commercial (over parking), commercial retail and industrial facilities, and custom homes.

Michael holds a Bachelor of Science Degree in Design from Arizona State University and earned a Master's Degree in Architecture from the University of Oregon specializing in architectural design and master planning within an urban context.

Michael is a registered Architect in the State of California, a member of the National Council of Architectural Registration Boards and a LEED Accredited Professional by the Green Building Certification Institute.

JAIME BERNAL, Project Manager, Associate

Jaime has over ten years of extensive experience in architecture, planning and project development. Jaime's background includes the design of office buildings, industrial buildings, custom homes, multifamily housing projects, space planning, master planning and aviation projects.

Jaime holds a Bachelor of Architecture Degree from the University of Southern California where he focused on urban planning including foreign studies with the Università da Roma and the Politecnico di Milano.

PARTIAL PROJECT LIST

OFFICE BUILDINGS

- County of San Diego Assessor's Office – 20,000 SF, 2-Story [Chula Vista]
- Cox Communications Master Plan "Vision For Millennium" – 150,000 SF, 800 Cars [San Diego]
- Crossroads I & II – 100,000 SF, 2-Story, Crossroads III – 30,000 SF, 3-Story [Mission Valley]
- North Island Credit Union Headquarters – 125,000 SF, 6-Story [San Diego]
- Graham International – 70,000 SF [Carlsbad]

OFFICE TENANT IMPROVEMENTS

- Daycom – 20,000 SF. [Sorrento Mesa]
- Maxium – 20,000 SF [San Diego]
- Regis Property Management – 150,000 SF [San Diego]
- Union Tribune Headquarters – 57,800 SF [Mission Valley]
- Green Properties – 10,000 SF [Oceanside]

RETAIL

- Del Mar Train Station – Feasibility Study [1970]
- North Island Credit Union (NICU) – 20,000 SF [Clairemont Mesa]
- Pacific Development Partners (PDP), Mission Center T.I.'s – 25,000 SF [Oceanside]

PARKING STRUCTURES

- Tri-City Parking – 65 Car Structure, 2-Story [Oceanside]

MISCELLANEOUS PROJECTS

- Knight & Carver - Marina Masterplan [Mission Bay]
- Pet Resort – Kennels for Dogs & Cats [Carmel Valley]
- Toyota Carlsbad – Feasibility Study & Planning : Auto Dealership & Service Center [Carlsbad]

MIXED-USE PROJECTS

- Carmel Village – 2, 2-story residential units above 5,000 SF of office and parking [Del Mar]
- Lofts at Moonlight Beach – 18, 2-story residential units over 13,000 SF commercial retail and parking, 67,000 SF [Encinitas]
- Monde – 12, 2-story residential units over commercial retail and parking - 30,000 SF, 5-Story [San Diego]
- Park City Village Resort Center - 200 condos with retail, ice & skating rink over parking garage (700 Cars) -50,000 sf [Park City]

MULTI-FAMILY RESIDENTIAL

- Golden Hill Rowhomes – 20 3-story rowhomes over parking [Golden Hill]
- Stratford Court – 5 lots, 10 units [531-631 Stratford Court, Del Mar]

AVIATION PROJECTS

- Gibbs Flying Service - Master Planning: Hangars & Offices [Brown Field - San Diego]
- Crownair Aviation - Master Planning: Hangars, Offices & FBO [Montgomery Field - San Diego] (Ongoing)
- Magellan Aviation - Master Planning: FBO, Offices & Hangars [Palomar Airport]

SINGLE FAMILY RESIDENCE

- Anderson/ Oury Residence – 2, 3-story residential units, 4,500 SF [Del Mar]



CITY OF DEL MAR



JANUARY 31, 2014

carrierjohnson + CULTURE
architecture + environments + brand strategy + graphics

san diego | orange county | los angeles | www.carrierjohnson.com

1. UNDERSTANDING & APPROACH TO PROJECT

Carrier Johnson + CULTURE is pleased to submit our proposal to provide architectural and design services in connection with the City of Del Mar's proposed new Civic Center complex.

understanding of the project

Space Needs:

15,000 SF

Project Budget:

\$8 million

Desired Functions:

Create a mixed-use space doubling as a Council Chambers as well as a large meeting space, with public parking, a community center and state-of-the-art information technology. The new facility should be understated and functional -- not a "Taj- Mahal".

Location Assessment:

Focus on building on the existing site with a plan to include some type of affordable housing to buffer the new building from the existing residential community.

Funding:

Pay for a new facility with a mix of private/public funding in which a developer takes on a portion of the cost and the sale of minor assets by the City of Del Mar completes the total funding required.

Our Observations:

The city and the community have exhausted the topic of a new structure for over 20 years and they are now ready to move forward. Now that the City has some direction, they need a technical feasibility study to help them come up with some concrete ideas to share with the community so they can move forward with a new, renovated, expanded or relocated facility. The current building is in very bad shape.

program verification process

Existing Program Review:

The Design Team will gather all existing programming data and other information prepared for the City by other Consultants.

The following information will be review and analyzed:

- Departmental functions
- Work flow and material/information circulation
- Lines of communication
- Inter and intra-departmental work flow and interaction
- Current and future projected filing and storage needs
- Space and furniture requirements for various job functions
- Special area requirements for the Main Lobby, Mayor's office, City Council Chambers and offices, City Attorney's offices, employee lounge, community room, etc.

Visioning Session:

Prior to conducting programming interviews, a visioning session will be conducted with key City of Del Mar officials to determine their vision for the new City Hall space; ascertain how the existing facility hampers operations; discover what is on their wish list that would improve the day-to-day workplace environment; establish what functional or spatial changes would improve the process in connection with the efficiency of local citizens doing business with the City; and define what specific community group requests are especially sensitive. A Visioning Session Summary will be prepared for City of Del Mar officials describing the participants' overall vision and objectives.

Program Verification:

The Programming Verification process will include interviews with a core group of key decision makers and department heads in individual or small group meetings to verify spatial needs, adjacencies, estimated growth, etc. A Summary Building Program Report will be prepared, inclusive of quantitative data, adjacency and space requirements, room by room data, infrastructure needs, minimum finish requirements, and furniture and equipment needs.

concept studies & cost analysis

The Design Team will review existing design concepts prepared by others and explore various options and refinements to the preliminary schemes. Working with the City, the Design Team will identify the preferred concept to be refined and further defined. At the conclusion of this phase, Cumming will develop a cost analysis of the various options for moving forward.

2. QUALIFICATIONS + REFERENCES

civic & community center experience

Carrier Johnson has significant experience in planning and designing civic centers, courts, public safety facilities, military projects and local and federal government buildings.

Civic Centers

- City of Vista - Civic Center
- City of Chula Vista - Civic Center
- City of Goodyear - City Center
- City of Yuma - City Hall
- City of Irvine - Civic Center Master Plan

Municipal Projects

- State of CA, Santa Ana Fourth District Appellate Court
- State of CA, Caltrans District 11 Headquarters

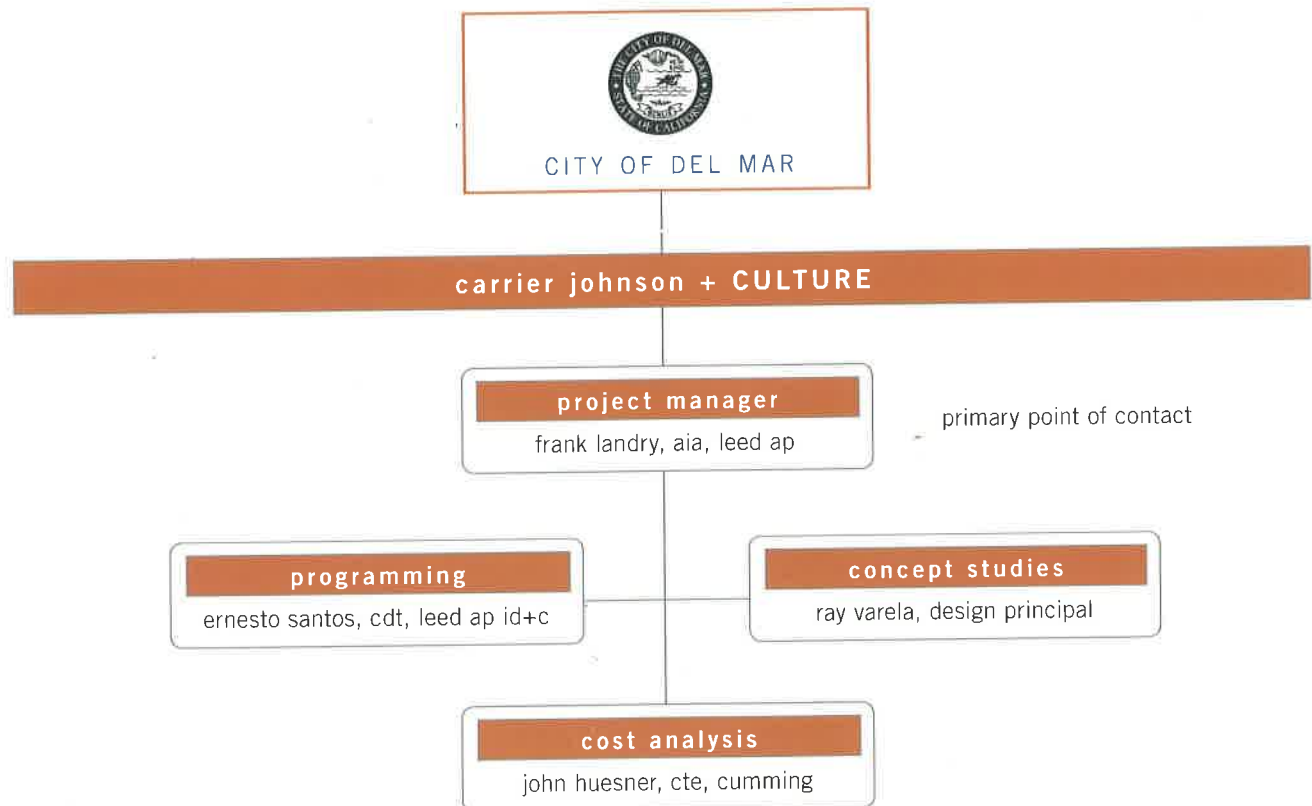
Community Centers

- City of San Jose - Edenvale Community Center
- City of Goodyear - City Center Library

Police/Fire Facilities:

- City of Chula Vista - Police Headquarters
- City of Ontario - Police Department
- Ventura County - Fire & Sheriff Training Facility
- Victor Valley - Eastside Public Safety Training Facility

project team organization



2. QUALIFICATIONS + REFERENCES

Frank Landry, AIA, LEED AP

PROJECT MANAGER | YEARS EXPERIENCE : 30

As Project Manager for the Del Mar City Hall Space Program, Concept Studies & Cost Analysis project, Frank Landry will be the main point of contact from start to completion. Frank serves on the Board of Building Appeals for the City of San Diego's Building Department.

- Caltrans District II Headquarters, San Diego, CA
- Carmel Valley Corporate Center, Del Mar, CA
- DiamondView Tower, San Diego
- Kilroy Centre Del Mar, Del Mar, CA
- San Luis Rey Transit Center, Oceanside/Vista, CA

Reference:

Jason Woods, Director of Development, Cisterra Partners
3580 Carmel Mountain Rd, Ste 460, San Diego, CA 92130
jwood@cisterra.com
(619) 615-1254

Ernesto Santos, AIA, CDT, LEED AP

PROGRAMMING | YEARS EXPERIENCE : 21

Ernesto Santos specializes in workplace environments for corporate offices and municipal buildings. Ernesto has earned the praise of the firm's public sector clients and is highly respected by his peers for his technical knowledge and calm, reassuring demeanor.

- San Diego County Employees Retirement Association
- San Diego Association of Governments
- Judicial Arbitration and Mediation Services
- Southeastern Economic Development Corporation
- Caltrans District 11 Headquarters

Reference:

Rebecca Diaz, Budget Manager, Caltrans District 11
4050 Taylor Street, MS 123, San Diego, CA 92110
rebecca.g.diaz@dot.ca.gov
(619) 688-6776

Ray Varela, Design Principal

PROJECT DESIGNER | YEARS EXPERIENCE : 20

Ray Varela's relevant experience includes site analyses, feasibility studies and design concepts for SANDAG's upcoming new downtown headquarters on 4 potential sites; the Goodyear City Center in Arizona; and the 476,000 s.f. corporate campus for Campus Pointe in Sorrento Valley.

- City of Goodyear City Center, Goodyear, AZ
- Campus Pointe Corporate Center, San Diego, CA
- SANDAG New Headquarters Analysis, San Diego, CA
- SANDAG South Bay Bus Administration, Chula Vista, CA
- Sorrento South Corporate Campus, San Diego, CA

Reference:

Laura Coté, Department Director, SANDAG
401 B Street, Suite 800, San Diego, CA 92101
laura.cote@sandag.org
(619) 699-6947

John Huesner, CTE, CUMMING Corporation

COST ANALYSIS

- Arcadia City Hall, Arcadia, CA
- Brentwood Civic Center, New City Hall/Community Center
- City of Lake Forest, New Civic Center Planning Phase
- City of Long Beach, New City Hall
- City of Newport Beach, City Hall
- Laguna Hills Civic Center
- Laguna Niguel City Hall with Offices/Council Chambers
- Madera County Government Center
- Orange County Hall of Administration
- Richmond Civic Center
- San Clemente Civic Center
- San Diego Civic Center, Estimating + Peer Review Services
- San Dimas City Hall, Renovation and Expansion
- Vista Civic Center

2. QUALIFICATIONS + REFERENCES



Goodyear City Center

LOCATION Goodyear, AZ
CLIENT City of Goodyear
SERVICES Master Planning , Entitlements Processing, Program Verification, Architecture, Interior Design
REFERENCE Mary Pampuch, Executive Vice President
 Lankford & Associates, Inc.
 619.702.5655
 mary@lankfordsd.com



City of Vista Civic Center

LOCATION Vista, CA
CLIENT City of Vista
SERVICES Master Planning , Program Verification, Architecture, Interior Design
REFERENCE Patrick Johnson, Deputy City Manager
 City Manager's Office
 760.726.1340 ext. 1415
 patrickj@cityofvista.com



Chula Vista Civic Center Complex

LOCATION Chula Vista, CA
CLIENT City of Chula Vista
SERVICES Master Planning, Programming, Architecture, Interior Design
REFERENCE The Honorable Cheryl Cox
 Chula Vista Mayor and Council Office
 619.691.5044
 ccox@ci.chula-vista.ca.us



Yuma City Hall

LOCATION Yuma, AZ
CLIENT City of Yuma
SERVICES Master Planning, Programming, Architecture, Interior Design
REFERENCE Mr. Rob Lankford, President/CEO
 Lankford & Associates, Inc.
 619.702.5655
 rob@lankfordsd.com

3. LUMP SUM COST

TASK	COMPENSATION
Programming	\$3,000
Concept Studies	time & materials
Cost Analysis	time & materials

- The above fee for professional services does not include reimbursable expenses - mileage, parking, reproduction, etc.
- Actual out-of-pocket expenses for travel, reproduction, photography, messengers, etc., are billed with a 15% mark-up to cover the administrative costs of handling these items. Direct billing to client accounts is another viable option.
- 20% mark-up applied to consultant fees to cover contract/invoicing coordination expenses, only in the event that consultants are under direct contract to Johnson. Otherwise, a consultant coordination fee is not imposed or added to the overall fee.
- Billing Rates are subject to change every six months.

4. HOURLY RATE SCHEDULE

TASK	HOURLY BILLING RATE
Intern + Administrative Support	\$ 70
Assistant Designer + Technical Support	\$ 95
Project Designer + Interior Designer	\$135
Project Manager + Project Architect	\$170
Senior Project Designer + Senior Project Architect	\$190
Senior Interior Designer	\$190
Senior Project Manager	\$200
Associate Principal	\$220
Principal	\$240
Design Principal	\$325

5. AUTHORIZED INDIVIDUAL

Gordon C. Carrier, FAIA, is the individual authorized to execute contracts with the City of Del Mar.



Gordon C. Carrier, FAIA, NCARB

January 31, 2014