

DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and Kitchell Corporation, a Stock Corporation, whose address of record is 1707 E Highland Avenue #100, Phoenix, AZ 85016, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to design and construct a new fire station (Station 56) located in North Merced; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide construction management services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. SCOPE OF SERVICES; PERFORMANCE.

A. Consultant shall furnish the following services: Consultant shall provide the construction management services described in Exhibit “A” attached hereto.

B. No additional services shall be performed by Consultant unless approved in advance in writing by City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of Consultant.

C. In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “A” attached hereto and incorporated herein by reference. By mutual agreement

and written addendum to this Agreement, City and Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on June 30, 2029. All indemnification provisions of this Agreement shall survive and remain in effect following the expiration or termination of this Agreement.

4. **COMPENSATION.** Payment by City to Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the Fee Schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$676,190.

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., prepared by Consultant in the course of providing the services performed pursuant to this Agreement shall be the property of City, and Consultant hereby agrees to deliver the same to City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of City.

8. INDEPENDENT CONTRACTOR.

A. Consultant is and shall at all times remain as to City a wholly independent Consultant. The personnel performing the services and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Merced Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents.

B. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

C. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subconsultants providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent consultants in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

9. INDEMNITY.

A. Indemnity for Design Professional Services. In connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and

those City agents serving as independent consultants in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, to the extent caused in whole or in part by the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of its professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph A (above) of this Section 9, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, to the extent caused by the negligent acts or omissions of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 9.B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

A. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000.00) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against City.

B. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage.
- (iii) City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to City within thirty (30) days of the annual renewal.

C. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.

D. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000.00). Architects and engineers' coverage is to be endorsed to include contractual liability.

E. Cyber Liability Insurance. Consultant shall obtain and maintain Cyber Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence or claim, One Million Dollars (\$1,000,000) aggregate.

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information **or personally identifiable information (PII)**, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations. Cyber Liability insurance must be maintained, and evidence of insurance shall be provided to CITY for at least two (2) years after completion of work under this Agreement.

F. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

G. Certificate of Insurance. Consultant shall complete and file with City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant’s insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public work”, Consultant agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. PERS COMPLIANCE AND INDEMNIFICATION.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and

contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants, and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent consultants in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

13. RELEASE OF INFORMATION.

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within City. City retains the right, but has no

obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Merced
678 West 18th Street
Merced, California 95340
Attention: City Manager

To Consultant: Kitchell Corporation
2344 Tulare Street Suite 102
Fresno, CA 93721
Attention: Rick Barton

15. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Consultant under this Agreement will be permitted only with the express written consent of City.

16. TERMINATION FOR CONVENIENCE OF CITY. City may at any time, for any reason, with or without cause, terminate this Agreement by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, Consultant shall be paid for that

percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

17. LEGAL RESPONSIBILITIES.

A. Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such ordinances, laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this section. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

B. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

C. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

18. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

19. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.

A. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

B. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on City are not binding upon City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

20. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

21. **DEFAULT OF CONSULTANT.**

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve Consultant with written notice of the default. Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

22. GOVERNING LAW; VENUE; PREVAILING PARTY. City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Merced. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

23. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

24. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

25. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

26. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 4-9-2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT
KITCHELL CORPORATION

BY:  4/23/26

(Signature)

Geoffrey Bachanas

(Typed Name)

Its: President

(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: 2344 Tulare St Suite 102
Fresno, CA 93721

TELEPHONE: 559-936-2360 _____

FAX: _____

E-MAIL: rbarton@kitchell.com

PROJECT DESCRIPTION

The City of Merced has a growing population nearing 100,000 residents, and with the recent annexation of the University of California, Merced campus, the demand for city services continues to increase. The Merced Fire Department currently operates five stations throughout the city; however, the addition of a sixth station is necessary to better serve the expanding community.

New Fire Station 56 will be located in North Merced and will primarily serve residents in the Bellevue Ranch community and the UC Merced campus. The new station will help decrease emergency response times in the surrounding area and citywide, bringing response times closer to the department's standard of 4 to 6 minutes.

The services for the development of the New Fire Station 56 Project will focus on project delivery options, need assessment, construction options, design recommendations, contractor selection, and construction management. Consultant will assist the City of Merced (City) with a review and recommendation of construction delivery methods, practical design strategy, and work with the City for the selection of the design build team. Consultant will be expected to participate and assist in construction meetings before and during construction, coordinate submittal review, permit application and coordination, provide QSP/QSD, schedule material testing, inspection services, review progress payments of contractor, Labor Compliance, and manage the build of the facility. Consultant will coordinate the installation of technology, security, communications, and furnishings.

The City will select a qualified consulting firm to provide construction management services for the New Fire Station 56 Project. The consultant shall have the ability to provide in-house services or the capacity to sublet services associated with the construction management of a new facility. The consultant must be knowledgeable and experienced in the preparation of design and construction RFQ's, selection of architects and contractors, working and managing public safety construction builds, environmental expectations, and demonstrate a history of successfully producing projects of this type.

Consultants who plan to sublet any of the required services of a project contained in this RFQ shall include the name of the company(ies) and description of project services that may be potentially sublet.

The project services are to be rendered for the duration of the contract term. The City intends to award the contract to one (1) construction management/engineering firm.

SCOPE OF SERVICES

PURPOSE OF WORK

The consultant may provide services to the City for the Construction Management of the New Fire Station 56 Project including, but not limited to, the following:

- Provide consulting and professional services for the selection of a preferred construction delivery method.
- Provide consulting and professional services for the planning of the preferred building design (**including an EOC**) and needs assessment.
- Provide professional services during the bid process for the selection of a design build team that will perform the Plans, Specifications, and Cost Estimate for the design of the new fire stations.
- Offer technical support to the architectural engineer during the plan design phase for the station.

- Provide professional services during the bid process.
- Provide project records software which is accessible to the contractor and City staff.
- Provide field inspections during construction and coordinate field compaction and strength testing.
- Provide QSP/QSD support for the project.
- Facilitate weekly construction meetings with the City Engineer and design build team.
- Coordinate with the City's Engineering Division and Fire Department for presentations and/or recommendations to City administration, staff, and/or City Council in relation to the project.

It is the City's intent to fast track the project with the completion of the design and environmental phase using the progressive design building method by the middle of 2027. The Construction phase would be immediately following.

GENERAL PERSONNEL REQUIREMENTS

The consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction and supervision. Personnel skill level should match the specific job classifications, as set forth herein or in the consultant's Cost Proposal and task complexity. The consultant's personnel shall be knowledgeable about and comply with all applicable Federal, State, and Local laws and regulations.

The consultant is required to submit a written request and obtain the City's Contract Administrator's prior written approval for any substitutions, additions, alterations, or modifications to the consultant's originally proposed personnel and project organization, as depicted on the proposed consultant's organization chart or the consultant's cost proposals. The substitute personnel shall have the same job classification as set forth herein or in the consultant's Cost Proposal not to exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City.

The consultant Contract Manager shall be a Registered Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineer, Land Surveyors, and Geologists at all times during the Contract period, to perform the tasks described in this Contract and shall have a documented minimum ten (10) years of demonstrated experience acceptable to City in management and delivery of public safety facilities for local government.

In addition to other specified responsibilities, the consultant Project Manager shall be responsible for all matters related to the consultant's personnel, subconsultants, and consultant's and sub-consultants' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined and those criteria are specific, measurable, attainable, realistic and time-bound.
- b. Supervising, reviewing, monitoring, training, and directing the consultant's and sub-consultants' personnel.
- c. Assigning qualified personnel to complete the required tasks in coordination with the City Contract Administrator.
- d. Administering personnel actions for consultant personnel and ensuring appropriate actions taken for Sub-consultant personnel.
- e. Maintaining and submitting organized project files for record tracking and auditing.

- f. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- g. Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
- h. Assuring that all applicable safety measures are in place.
- i. Providing invoices in a timely manner and providing monthly Contract expenditures.
- j. Reviewing invoices for accuracy and completion before billing to City.
- k. Managing Subconsultants.
- l. Managing overall budget for Contract and provide report to the City Contract Administrator.
- m. Ensuring compliance with the revisions in the Contract and all specific Task Order requirements.
- n. Knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.

DELIVERABLES

As agreed upon by the City and consultant.

SCHEDULE

As agreed upon by the City and consultant.

METHOD OF PAYMENT

Consultant shall be paid based on the Specific Rates of Compensation for this Contract and for the amount as agreed upon by the City and Consultant. Consultant shall submit request for monthly progress payments. The City reserves the right to request more detailed information from the consultant on its monthly invoices if needed.

MATERIALS TO BE PROVIDED BY THE CONSULTANT

Unless otherwise specified, the consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate.

Project & Management Approach

Kitchell has built its 76-year reputation on providing client-focused construction services. Regardless of the project type, size or delivery method used, our attitude is the same—we will deliver the project in a manner that will ensure the best results, fulfill your expectations and provide exceptional results.

Our goal is to seamlessly integrate with the City's staff and add value at every stage. We see ourselves as team members who, along with the design-builder and City representatives, will define the project needs and requirements, create appropriate strategies and plans in response to those needs and requirements, and ensure the success of the project from concept through completion. You can rely on our team to provide advocacy, expertise, flexibility, stability and integrity. As a true partner, we will always represent your best interests.



Planning Phase

Program Verification

We believe that the best way to ensure a well-run, "on schedule," and "on budget" project, is to start with a sound programming process. Chief Wilson working in collaboration with his colleagues at the Merced Fire Department (MFD) and City Engineering Division personnel made the crucial first step by establishing the project's vision, expectations, and parameters. Key to the success of the project is to build upon that initial effort in the development of a complete and detailed architectural program with room data sheets, functional space analysis, and design narratives that set the performance requirements for all aspects of the facility, a site analysis which clearly identifies all site related issues and constraints and integrates operational policies and procedures with space needs as a basis for establishing a complete project scope.

Project stakeholders are actively engaged during development of the program and criteria documents. Their review and approval of the final architectural program is critical, including all project elements, space list, adjacency diagrams, room data sheets, design narratives, sustainability opportunities, and performance criteria.

Using a **progressive design-build (PDB) delivery model**, the design-builder performs the bulk of the project programming task. If a **traditional design-build approach** is preferred, Kitchell is well-equipped to perform the project programming and criteria document development task using our in-house team of registered architects and licensed engineers.

Immediately upon commencement of services, we will review and validate City's existing planning and programming, studies and reports.

Delivery Methods Selection

Unlike traditional design-bid-build project delivery, the design-build delivery model enables qualifications to be considered in selection of the City’s design and construction partner, establishing an environment to reach the most creative solutions within the City’s cost and schedule constraints.

Kitchell is on the forefront in design-build delivery – both progressive and traditional. Notable clients using progressive design-build include Cambria Health Care District, Cal Poly, the California Department of General Services, the County of Madera, Mira Costa Community College District, and City College of San Francisco. Notable clients using traditional design-build include San Luis Obispo County, Kern County, Madera County, Contra Costa County Fire Protection District, Salinas Valley Health, and UC San Diego. Our clients have entrusted Kitchell with evaluating, developing and managing their design-build solicitation processes and documents.

We will draw upon our experience with both traditional Design-Build (DB) and Progressive Design-Build (PDB) and our understanding of the Central Valley design and construction market to evaluate and recommend the most appropriate project delivery method for the new Fire Station 56 project.

◀ Design-Build

vs.

◀ Progressive Design-Build

Value to City

- » Fast tracking of project is possible
- » Minimized change orders
- » Reduced owner risk
- » Preferred by highly-collaborative teams

Risk to City

- » Risk to quality of criteria documents = less control over design
- » Architect works for the contractor not the owner
- » Intensive design competitions during procurement may dissuade teams from proposing

How Kitchell Mitigates

- » Develop an RFQ/P based on qualifications that include realistic project requirements
- » Use design-build model to select the best value team and fit for the City

Value to City

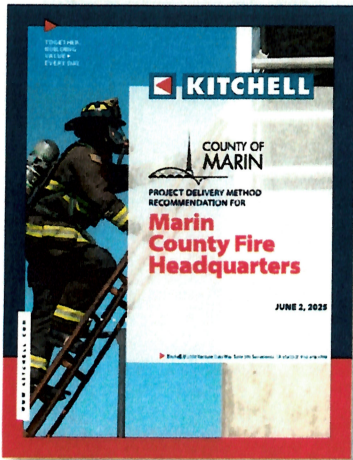
- » Fast tracking of project is probable
- » Minimized change orders
- » Reduced owner risk & open book process
- » Preferred by highly-collaborative teams

Risk to City

- » Subject to market cost fluctuations until Guaranteed Maximum Price (GMP) is established
- » The design-build entity (DBE) needs an experienced & effective preconstruction team to stay on budget & schedule, while fulfilling project scope expectations

How Kitchell Mitigates

- » Develop an RFQ based on qualifications that include realistic project requirements
- » Use progressive design-build model to select the best value team and fit for the City



3. Marin County Key Goals and Feedback Influencing Selection of Project Delivery Method

- After Meeting with Stakeholders on 5/12/25, we identified the following as key goals and critical success factors influencing the delivery method for the project:
 - Well-designed fire facility that meets future needs
 - Fire safe - in the community network of alarm systems, maximum use of priority for alarm use and safe route to service?
 - Highly responsive to the needs of the community (e.g. emergency response)
 - Designed so that residents think "This will be the safety"
 - Doesn't necessarily stand out on the street - a recognizable and a point of pride for the community
 - Community being project with high level of community involvement
 - Not a traditional facility
 - Target Completion Date January 1, 2028
 - Be a role model around sustainability
 - Must include fire service engagement
 - Project owner not fully developed
 - Community would not address issues
 - Issues on previous projects
 - Quality Control
 - Scope Creep
 - County had a lot of change orders for change orders
 - Timeline of Arrival and JCS pending progress at each other
 - Timing to submit issues on price and not qualifications
 - Contract award date of design team

4. Delivery Methods Considered

- Design-Bid-Build (DBB)
 - Design-Bid-Build (DBB) is a traditional construction project delivery method that involves the design team completing design and construction. In this method, the design is completed before the building process begins, and construction does not start until a contractor is selected based on the bid process. This approach allows for clear separation between design and construction phases, which can help to cover costs as the owner can choose the best construction bid. However, this approach often results in more change orders during construction.

Approximately one year ago, **Marin County** engaged Kitchell to prepare a study and report evaluating and recommending the optimal delivery method for the **new Fire Headquarters project in San Geronimo**. The process included:

- » A thorough review of existing project documents provided by the County
- » Conducting a project stakeholder meeting to discuss the County's goals and critical success factors for the new Fire Headquarters project
- » Providing cost estimates that included various options for project scope, leveraging Kitchell's market knowledge and estimating expertise to support accurate budgeting and funding strategies
- » Discussing the delivery methods available to the County and the regulatory requirements of each
- » Completing a schedule study that analyzed and compared the considered delivery methods for potential risks, overall duration, and key milestones such as the point of cost certainty
- » Developing a Delivery Method Comparison Matrix that rated the delivery methods' performance against the project's specific goals and critical success factors, including cost control, design and construction quality, and schedule performance

The delivery methods considered included Design-Bid-Build (DBB), Construction Manager at Risk (CMAR), Design-Build (DB), and Progressive Design-Build (PDB). The report outlined each delivery method, including definitions, advantages, disadvantages, schedule durations, and a summary of how each approach would support the project's goals.

The culmination of these efforts led Kitchell to recommend Progressive Design-Build as the optimal delivery method for the Marin County Fire Headquarters Project.

Project Master Schedule

Because emergency response facilities are mission-critical infrastructure, our team prioritizes proactive schedule management to ensure Fire Station 56 is delivered quickly and reliably so it can begin serving the Northern Merced community as soon as possible. Completing design, environmental review, and permitting by mid-2027 is crucial to the success of the project. We will work in collaboration with the City to develop and maintain the overall Critical Path Method (CPM) master project schedule with milestones. Our project schedules provide information in a concise, clear, and effective format. The schedule will incorporate all planning, procurement, preconstruction and construction/closeout activities using the target milestones published in the RFQ as a guide.

In the process, we will evaluate and propose alternatives for project logistics, phasing and sequencing. We will advise the project team regarding factors including delivery methods, long-lead materials procurement, rapidly changing materials prices, weather, overall schedule requirements, favorable/unfavorable prospective contractor climate and regulatory requirements. The project team will determine the pertinent factors. They will then be compiled, evaluated, and reduced to a set of recommendations for consideration.

Construction Schedule Development & Performance Oversight at Contra Costa County Fire Protection District, Fire Station 86

Kitchell and the County Capital Projects Management team jointly developed a detailed scheduling specification based on lessons learned from similar projects. This section outlined clear requirements for the baseline construction schedule, including task breakdowns, durations, phasing, utility coordination, inspections, procurement, cash flow projections, and scheduling best practices.

After multiple reviews and revisions, the finalized specification served as a robust framework to guide the general contractor's schedule development—a process that took nearly two months to ensure proper setup for success.

Kitchell reviewed the contractor's monthly schedule updates using standardized metrics to assess schedule health (e.g., critical path activity count, float, Earned Value comparisons). MS Teams meetings were held as needed to discuss and implement recommendations. The three-week lookahead schedule was reviewed in OAC meetings to ensure alignment with the overall project schedule, with mitigation strategies developed for any discrepancies affecting progress.

As a result of this collaborative and disciplined approach, the project was **completed over two months ahead of schedule**, despite major challenges such as a 10-month delay on a key generator, unforeseen underground conditions, and delayed utility connections.



Project Cost Reporting & Budget Coordination

One of our initial efforts will be to work with the City to understand the budget, including identification of all cost components with reasonable budget assumptions to use until actual costs are established. We will establish a cost control system to track all costs associated with the project against the established budget.

Costs are tracked against the established budget using our cost control reporting system. As the project progresses, we provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost including costs of alternative designs or materials, preliminary budgets, and possible economies.



Procurement Phase

Design-Builder Selection

We have led numerous design-build selection efforts with our Central California clientele, and we will draw upon our team's extensive experience and in-house expertise with design-builder selection processes to help select the best design-builder for the new Fire Station 56 in the most efficient manner. Our experience in a wide variety of design-builder solicitation approaches enables us to tailor solicitation documents that will render an optimal combination of qualifications and value from prospective design-builders.

If the traditional design-build method is selected, a two-step Request for Qualifications (RFQ) and Request for Proposals (RFP) is typically employed. Kitchell will work closely with the City to recommend and assist with developing the best format for the procurement of the design-builder. This includes the following at a minimum:

- » Meet with the City to develop/confirm project objectives, base scope, and best-value scoring criteria
- » Determination of a stipend, if any
- » Determine the target price
- » Identify potential enhancements and priority of enhancements
- » Determine the confidential meetings and design competition format
- » Determine the formal interview format
- » Identify and prepare specific documents including conceptual plans, criteria documents, performance specifications, etc.

If progressive design-build is selected, solicitation is typically a one-step RFQ process that may include some pricing elements such as billing rates, fee structures, approach to developing the Guaranteed Maximum Price (GMP), etc. The emphasis is primarily qualifications-based selection focusing on selecting the design-builder who best responds to the needs of the project and the City based on predetermined selection criteria.

As part of our procurement phase services, we will assist in preparation, issuance, and management of the RFQ or RFQ/RFP (if traditional) to prospective design-builders. This includes assisting in the evaluation and shortlist, interviews, and selection of the Design-Builder and any subsequent negotiations leading to establishment of their contract.

Special Consultants Selection

We have assisted in selecting, coordinating and administering over \$5.9 billion of special consultant contracts. This experience will be very useful in developing and executing a plan to retain, administer and coordinate the work of geotechnical engineers, environmental consultants, building inspectors, independent testing and inspection consultants and others as required by the City and the needs of the project.



Preconstruction Phase Coordination & Communication

Conveying clearly defined performance expectations and proactively resolving issues are paramount to project success. We establish and organize effective communication among the project team members, and we see that responsibilities for completing tasks are carried out by appropriate team members in a timely manner. Regular and clear communication is most effective when done face-to-face with the support of emails, video conference calls, progress meetings, and schedule updates. In addition, we schedule conferences to review progress drawings and documents with your staff and other team members. It is imperative that we facilitate close and constant communication between the City and the design-builder to ensure all the City's design criteria are properly incorporated or addressed throughout each phase of design, from the concept documents through design completion and permitting.

Plans & Specifications Reviews

We will regularly monitor the design-builder's design progress against the basis of design documents and the established master milestone schedule to ensure all City requirements are being met. The basis of design documents are those included in the RFQ/RFP that define the project scope, schedule, standards, and City goals/expectations.

If **progressive design-build** is selected, we will review the design-builder's initial design submittal for conformance with the program statement and other supporting documents, and we will assist with analysis and negotiation of the design-builder's price, schedule, and design proposal.

Regularly scheduled meetings will be held with the City and design-builder to review status of the design along with the opportunity to offer any clarifications that may be needed.

We will also coordinate the review process to enable plans and specification reviews by City staff and other project Stakeholders as directed. Our experience has shown that plan and specification submittals during the Design Development and subsequent Construction Documents phases of Design are critical to ensuring the project program and requirements are being met. Careful attention to timelines of these reviews will need to be paid in order to maintain the project schedule and duration. Our suggestion is to make these reviews active working sessions with everyone present to facilitate real-time comment resolution allowing the design-builder to move the design and project forward.

At times, review comments can be an increase in scope (cost, time, or both) to the design-builder's contract. The working review sessions will enable the City and the design-builder to collaboratively address such comments using a trend log keeping the project on schedule and on budget.

If not held in person, another option is to use a collaborative online design review process enabling the design reviewers to view other design review comments and enter their own comments directly on pdf images of the plans and specifications. The comments are published on the pdf images and in tabular reports for follow-up by the design-builder.

Estimating

We recommend an independent estimate of probable construction costs be performed at completion of the Conceptual/Schematic Design phase to verify estimated costs align with the budget. We also recommend an updated cost estimate be performed at completion of the Construction Documents during permit review/approval to verify the project remains within budget and to help facilitate the GMP negotiations. We will coordinate the independent cost estimate and reconcile with the design-builder to identify and resolve any difference between the design-builder's estimates/price proposal and the independent estimate.

Flexible & Competitive Bidding For Kern County Justice Facility Procurement

Kitchell performed the preconstruction estimating as the construction manager/criteria architect on this design-build project. At the end of the two-step RFQ-RFP process, the field of competitors was reduced to three design-build entities, and all three were able to achieve the prescribed stipulated sum derived from our estimates, while also proposing a host of value-added ideas for client consideration.



Our estimating staff relies on in-house historical cost data and knowledge of the bidding climate in the Central California market. We utilize our in-house cost database built from over 76 years of construction experience, utilizing RS Means, Timberline and Excel spreadsheet software to prepare our cost estimates. External market factors will also be incorporated into the cost data.

Design-Build Schedule

Once the design-build team is under contract, one of the first tasks required of them will be the submission of a design-build project schedule. The schedule should provide in detail all activities necessary to complete the design including reviews and regulatory approvals along with detail of all construction activities. The design-build RFQ/RFP documents will have established criteria and milestones that the design-builder will be required to adhere to. We will review the schedule not only to verify conformance with those established requirements, but to also review the schedule for logic, activity durations, milestones, and constraints to satisfy ourselves that the schedule is an accurate representation of the tasks that need to be accomplished within the contract timeline.

Environmental Compliance

Our environmental review and monitoring goals couple our commitment to reducing the ecological footprint caused by construction activities with sound regulatory compliance measures. Through our experience in working with state and local air pollution control districts, regional water quality control boards, and local fire jurisdictions, we will work with the City, the design-builder, and applicable agencies to develop procedures for compliance with established environmental mitigation measures, equipment emission controls, dust control measures, storm water pollution prevention plan (SWPPP) permitting, noise control, and fire suppression.

Regulatory Approvals

Timeliness of plan check and permits will be essential to the schedule adherence and project success. Kitchell will work in collaboration with the City to help develop and implement a comprehensive permit plan. We will coordinate the necessary approvals by monitoring and reporting progress of the plan review and code compliance agencies. Numerous agencies are involved in rendering the necessary reviews and may include:

- » City of Merced permitting
- » Army Corps of Engineers
- » County Health Department
- » U.S. Environmental Protection Agency
- » U.S. Fish and Game
- » Regional Water Quality Control Board
- » Local utility companies

In addition to permitting agencies, the City will need to perform due diligence in a number of areas to ensure the project schedule is maintained. The schedule will require early completion of these items, depending upon the selected design-build delivery method. Specific items include, but are not limited to:

- » CEQA review, determination, and mitigation measures
- » Preliminary geotechnical report if traditional DB is selected
- » Record survey information (boundaries, easements, rights of way, etc.)
- » Inspection, special inspection, and laboratory testing agency contracts as necessary
- » Hydrology investigation

Multifaceted review and approval processes require close attention, and we found a permit matrix capturing planned and actual review activities for each agency to be an effective management tool.



Construction & Close-Out Phase

Construction is the realization of your vision and the shared efforts of your design and construction partners. Our goal for the construction phase of the project is simple: execute. Kitchell's efforts during preconstruction will prepare the team for a project set up for successful construction delivery.

During this phase, Kitchell will serve as the City's advocate by communicating the overall goals and monitoring the work with the design-builder, inspector of record, and all stakeholders so that project challenges can be identified early, and reasonable solutions reached in a timely manner. This communication, coupled with our commitment to collaboratively and productively resolve issues, generates an atmosphere of healthy communication, resulting in a true sense of ownership for the success of the project.

Construction Administration/Management

Construction administration is one of the most critical activities of the project. Key to our approach is responsiveness. Keeping the project on schedule requires timely responses to submittals, RFIs, pay applications, change order requests, and inspections. Kitchell has a proven track record of working as a partner with all project entities to keep the focus on timeliness and project success.

It is important to set protocols in place to ensure the success of the project. These items should include at a minimum:

- ▶ **Quality Control and Assurance Process:** The project team needs to be clear on how quality will be monitored to ensure that the City obtains the building features and operational performance that were outlined in the basis of design documents.
- ▶ **Deviation Log:** A log that documents any areas where the design-build entity may want to propose deviation from the design criteria and the performance specifications. This log will identify the specific item, associated costs and will need review/input from the construction manager and City prior to approval to proceed.
- ▶ **Change Process:** Specific process for owner changes during the construction process if needed.

Project Safety

Kitchell understands the importance of maintaining a safe work environment to generate better moral, productivity, and eliminate lost time due to accidents. Our construction operations enjoy one of the industry's lowest workers' compensation modification rates, reflecting our own excellent safety record. We will work with City staff to establish and implement safety and security processes and protocols both internal to our on-site personnel and external to the construction operations.

Schedule Control

Our on-site project manager will provide regular monitoring of progress against the master schedule to ensure timely completion and early identification of potential delays. The master schedule will be continuously updated with detail being added and status tracked against the established baseline design-build schedule.

We have developed specific language, which we have used extensively in contract documents, that requires the design-builder to follow rigid specifications in the development and maintenance of their CPM design and construction schedule. The critical path schedule is the baseline upon which we measure progress, and through monthly updates, becomes a history of how the project was built. Weekly on-site project meetings are held with the design-builder, and part of this meeting is focused on the schedule status. We monitor the design-builder's schedule and enforce the provisions of the contract documents regarding scheduled progress, and provide recommendations necessary to prevent, minimize, or recover from a delay.

Quality Management

Quality assurance permeates every phase of our projects, from the initial documentation of design decisions, through construction. We will ensure the design-builder's proposed QA/QC plan is developed and implemented as required to deliver the quality required by the basis of design. We will ensure that pre-installation meetings are held regularly prior to the commencement of new work activities to make sure the work is coordinated, and all subcontractors and vendors understand the project requirements. If mock-ups are required for a particular aspect of the work, we will make sure these are constructed in adequate time for the stakeholders to thoroughly review and provide comments to the design-builder. We also believe test sections provide a good benchmark to establish the quality expected for all finishes. These are a few examples of how we will build requirements into the basis of design to provide us the tools to ensure the finished project meets your expectations.

Delivering Excellence Through Quality Control: Novato Fire District, Fire Station No. 64

On the Novato Fire District Fire Station No. 64 project, Kitchell implemented rigorous quality control to ensure the delivery of a high-performing facility. Our Construction Manager conducted twice-daily site inspections to verify compliance with project specifications and quality standards, promptly coordinating with the general contractor to resolve issues and implement corrective actions.

Serving as an extension of the Fire District's staff, our team maintained a strong on-site presence, responded quickly to change requests, and identified cost-saving opportunities that minimized budget impacts. Through disciplined quality management and collaboration, the project team delivered a LEED Platinum-certified station that enhances operational efficiency while providing firefighters and rescue personnel with a comfortable, modern working environment designed to support both current and future needs.



On the **Contra Costa County Fire Station 86** project, weekly Owner-Architect-Contractor (OAC) meetings kept the entire project team aligned on safety, schedule, RFIs, submittals, and change management. Separate owner-team coordination meetings allowed leadership to address broader project issues and maintain proactive oversight throughout construction.



Meetings

We consider meetings an effective means of collaborating on ideas, resolving issues, building relationships, and reporting information in a relational environment. As members of the project team, we will participate in a variety of meetings including internal City meetings as appropriate, design development meetings, construction progress meetings, meetings with regulatory agencies, meetings to resolve specific issues, etc.

Subject matter for progress meetings will include the coordination and implementation of design elements, identification and resolution of issues, schedule coordination and compliance, tracking and management of RFIs/RFCs, submittals, change orders, payment applications, and general coordination of testing and inspections.

To memorialize important statements made and actions required, concise, accurate meeting minutes issued in a timely manner are just as important as the meetings themselves. **We adhere to Kitchell's 48-hour turnaround on issuing meeting minutes.**

Monthly Progress Reports

Project reports provide a snapshot of project status. We generate monthly reports to summarize project activities, report schedule and budget status, address current project issues and forecast future activities. We routinely take photos during our job walks and compile a selection of photos in our progress reports. Monthly reports form an excellent media for reporting, discussing and resolving potential project derailment issues before they impact the project.

Shop Drawings & Submittals

To ensure the design-builder fulfills the specified submittal requirements, we comb the design-build documents for any required submittals and ensure they're entered into the project administration software. This enables the team to work from a submittal schedule tied to individualized submittal due dates. Once the design-builder transmits submittals for approval, submittal status transitions from "scheduled" to "logged" by simply entering actual receipt dates to the pre-entered submittal information. We utilize our computerized submittal schedules and submittal logs to mitigate delays due to delinquent design-builder submittals.

Payments

Kitchell, in consultation with City staff, will implement a standard procedure for the review, processing and payment of the design-builder's payment applications, as well as invoices from other vendors applicable to the project budget. This procedure will facilitate timely, accurate and appropriate payments. Our progress payment review activities typically include verification of work-in-place, review of the design-builder's as-builts to ensure they're being kept up to date, review of the design-builder's and subcontractors' conditional/unconditional releases, review and application of withholdings as appropriate, and verification of the design-builder's certified payroll and skilled and trained workforce reports.

Change Requests & Modifications

Our primary focus in mitigating construction change order costs is through prevention. This begins with thoroughly reviewing design documents through detailed design and constructability reviews during the design phase to align project scope with the program statement and eliminate change orders before they happen. During construction, prompt resolution of the RFIs will help mitigate change orders. For this reason, we have implemented an efficient RFI processing and monitoring system through our project administration software.

Our change order mitigation process will include a thorough evaluation of each change order request against the project documents for validity. Valid change order requests will be systematically reviewed for onerous or excessive cost items.

Kitchell, in conjunction with the City, will develop and follow specific procedures for resolving change order disputes. The team will maintain emphasis on critical issues and ensure that all appropriate team members are informed of the proposed changes and the impact on cost and time immediately when the issues arise.



Change Order Evaluation & Cost Control at the City of Hayward Fire Station 6 & Training Center

During installation of underground utilities, the contractor encountered numerous existing utilities running perpendicular to the site along the adjacent roadway. These utilities obstructed installation of the main storm drain by disrupting the required slope for proper drainage. The design team initially proposed installing a large lift station to collect storm runoff in an underground vault and mechanically pump water to the street at a higher elevation to avoid the utilities. Preliminary contractor estimates indicated this solution would exceed \$1 million and require extensive operations and maintenance oversight to prevent flooding.

To mitigate these impacts, Kitchell urged the design team to explore alternative solutions that would maintain system performance while controlling costs. Drawing on prior experience, the Kitchell project manager proposed using an elliptical storm drain pipe rather than a traditional circular pipe. This approach allowed the system to avoid the existing utilities while maintaining the required drainage capacity. After validating the concept through site investigations, the team implemented the solution. **The resulting change order totaled approximately \$10,000 for the new piping material, reducing costs dramatically from the initial estimate of over \$1 million.**

Project Closeout

Successful project completion begins at project infancy. We contribute to the front-end specifications to clearly reflect the City's expectations for contract closeout and warranty issue response. Kitchell will participate with the design-builder to determine when the work is complete and ready for punchlist inspection. We will work with the design-builder to secure and transmit to the County required closeout documents including warranties, guarantees, affidavits, releases, bonds and waivers, as well as coordinate delivery of all keys, manuals, maintenance stock and a complete set of electronic as-built documents.

To ensure your complete satisfaction we can, if requested, conduct facility reviews 10 months after the facility has been occupied to identify any outstanding warranty issues. Kitchell will tour the facility and meet with City representatives to verify the building is operating properly.

8

Cost Proposal (Confidential)

In order to ensure that the City is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the SOQ shall include the consultant's Specific Rates of Compensation for this contract.

Kitchell's philosophy for determining our professional services fee is driven by matching value to cost. We strive to provide the most appropriate complement of services to meet City objectives. Our primary goal is to align our understanding of the project success factors with your expectations.

Typically, we prefer to be compensated on a lump sum fixed fee basis, but we are flexible in using a mutually agreeable compensation method. We do not make it a practice to request changes to our contract for minor scope changes, or for major scope changes which can be managed within our established staffing plan.

Our hourly rates are provided below and can be used as a basis for reaching mutually agreeable fees for services once scope, schedule and staffing plans are better understood. Our hourly rates include the cost of direct staff time, cell phone expenses, computers, insurance, employee benefits, statutory requirements, overhead and profit. Our hourly rates do not include the cost of an on-site temporary office trailer facility and other reimbursable costs described below. We would request access to an on-site office when performing on-site services.

Kitchell's ultimate goal is to remain flexible, open and responsive in reaching mutually agreeable compensation for our services.

Reimbursable Expenses

Reimbursable expenses are those customary and reasonable costs associated with carrying out our services and includes subconsultant invoices, travel, printing, postage, temporary onsite office facilities and related office equipment. We will charge only for expenses preapproved by the City at actual costs plus 10% to cover invoice processing and insurance.

Kitchell's Hourly Rates:

Project Executive/Principal-in-Charge	\$250
Contract Manager	\$190
Fire Service Subject Matter Expert	\$275 *
Preconstruction Manager/Project Director	\$225
Senior Project Manager	\$210
Project Manager II / Construction Manager	\$200
Project Manager	\$185
Senior Project Engineer	\$150
Project Engineer	\$140
Project Coordinator/Document Control Manager	\$120
Senior Architect/Engineer	\$190
Architect/Engineer	\$175
Engineering/Architecture Department Admin Support	\$105
Estimating Department Manager	\$190
Senior Estimator	\$175
Estimator	\$155
Scheduling Department Manager	\$190
Scheduler	\$155

**Includes Kitchell's mark-up*

The above hourly rates will be honored through December 31, 2026, and are subject to annual adjustments based on an agreed cost index for subsequent years.

From: [Rick Barton](#)
To: [Flores, Paul](#)
Cc: [Jordan, Daryl](#); [Cardoso, Joe](#); [Ivancich, Laura](#)
Subject: RE: City of Merced - Fire Station 56 RFQ
Date: Friday, March 27, 2026 4:31:24 PM
Attachments: [image001.png](#)
[image003.png](#)

Some people who received this message don't often get email from rbarton@kitchell.com. [Learn why this is important](#)

Paul:

We had proposed Sr. PM Raj Brar because of his design-build experience, however that experience is not essential for the construction phase of the project. The PM is sufficient for this project. The continuity for design-build will be maintained through our Preconstruction Manager / Project Director Ali Horton who will be involved through the entire duration of the project.

We are open to a time and material billing structure to afford the City flexibility in responding to the needs of the project.

Hope this helps to clarify things.

Rick Barton, LEED AP

Operations Manager



C: (559) 936.2360
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From: Flores, Paul <FloresP@cityofmerced.gov>
Sent: Friday, March 27, 2026 3:08 PM
To: Rick Barton <rbarton@kitchell.com>
Cc: Jordan, Daryl <JordanD@cityofmerced.gov>; Cardoso, Joe <CardosoJ@cityofmerced.gov>; Ivancich, Laura <IvancichL@cityofmerced.gov>
Subject: RE: City of Merced - Fire Station 56 RFQ

You don't often get email from floresp@cityofmerced.gov. [Learn why this is important](#)

EXTERNAL EMAIL

Good afternoon Rick,

Thank you for the quick response. We do still plan on a progressive design build.

I do have a question about the cost breakdown. What would be the difference between a PM and a Senior? This makes me believe we would get different levels of service depending on how much we would be willing to pay. In any situation we would want to go the cheapest route but what service will we not be getting if we do not choose a senior? We are a bit confused about that here.

Thanks,



Paul Flores, P.E.
Senior Engineer
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From: Rick Barton <rbarton@kitchell.com>
Sent: Friday, March 27, 2026 2:49 PM
To: Flores, Paul <FloresP@cityofmerced.gov>
Cc: Jordan, Daryl <JordanD@cityofmerced.gov>; Cardoso, Joe <CardosoJ@cityofmerced.gov>; Ivancich, Laura <IvancichL@cityofmerced.gov>
Subject: RE: City of Merced - Fire Station 56 RFQ