

**AGREEMENT FOR PROFESSIONAL SERVICES
(Design Professional)**

THIS AGREEMENT is made and entered into this 22ND day of JANUARY, 2019, 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 LPA, Inc., a California Corporation, whose address of record is 5161 California Avenue, Suite 100, Irvine, California 92617, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to develop a Police Headquarters; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide architectural 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.** The Consultant shall furnish the following services: Consultant shall provide the architectural services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the 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 Director of Economic Development or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

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 "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the 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 "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of One Hundred Sixty-Five Thousand Eight Hundred Fifty Dollars (\$165,850.00).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the 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., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the 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 the 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 the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the 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 the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of

competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, protect, defend (with legal counsel reasonably acceptable to City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property, or expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, the negligence, recklessness, willful misconduct of Consultant or its employees, subcontractors, or agents in the performance of this Agreement. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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) 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 the 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) per occurrence for bodily injury, personal injury and property damage.
- (iii) The 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 the 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 the 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 the 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) The 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). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. 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).

f. Certificate of Insurance. Consultant shall complete and file with the 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. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the 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 the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time 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, the 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.

13. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. 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.

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 the 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 the City in connection therewith.

14. **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.

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** 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.

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 the City are not binding upon the City unless specifically agreed to

in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **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.

17. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

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

19. **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.

20. **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.

21. **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.

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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: [Signature]
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: [Signature]
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: [Signature] 12-18-18
City Attorney Date

300829 PO# 133328
ACCOUNT DATA:

BY: [Signature]
Verified by Finance Officer V-18159
Funds available. ms 1129119
449-1001-627-65-00 116040
\$165,850.00 PL 1/30/19

CONSULTANT
LPA, INC.,
A California Corporation

ON sm H

BY JM.
(Signature)

JON MILLS, ARCH
(Typed Name)

Its: COO 4/3/14
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 95-2693579

ADDRESS: 5161 California Avenue
Suite 100
Irvine, CA 92617

TELEPHONE: 949-701-9134

FAX: _____

E-MAIL: j.mills@lpadesignstudios.com



HESPERIA POLICE DEPARTMENT

CITY OF MERCED POLICE DEPARTMENT

Request for Proposal - Facility Needs Assessment and
Architectural Services

AUGUST 10, 2018

LPA



EXHIBIT A



TAB 2
METHODOLOGY



CSU Fullerton Police Facility

LPA is committed to delivering projects on time, on budget and with minimal change orders or cost overruns.

PROJECT METHODOLOGY

Any new building project allows the users to reconsider “how they’ve always done it,” and refine their operations. This can be simple day-to-day things or more sweeping in nature.

For example, in many of our projects, the whole philosophy of how visitors are welcomed and served in public spaces is revamped. This may require a lobby design that supports a more “service first” approach. In Santa Barbara, the new station will feature a greeter position that then directs visitors to partially screened service counters where staff can safely join them whether they are there for a copy of a police report, getting a permit, talking to an officer etc., so instead of entering and guessing which window they are helped. Greeter services will also be available from multilingual kiosks to enable them to ask a question in their own language (printing it out in English for a staff member to use). The whole concept enables for better use of community resources (since there are many citizens with various skill sets that volunteer to serve the PD).

Whether it is accelerating a conversion to “paperless” work methods, to the migration of new technology (enabling officers to switch to tablets), this is the perfect time to consider incremental change.

We take our role as police facility planners to a deeper level when we act as catalysts for change. We identify opportunities wherever they are observed. Then it is up to the police agency to discern whether it is a change they want to consider and eventually adopt.

Sometimes such change begins well before a new building comes on line. Sometimes the change is transitional and will take place over time, and other times it is viewed aspirational as something that will take place in the future. In all cases, the new building can play a string role to enable change when planned to anticipate these goals. Conversely, the building can emerge as a roadblock to change if not anticipated. Our team is always striving to find innovative ways in which the programming, planning and design of the project can provide efficiencies to the users. MWL has pioneered many of the concepts that are now “standard” in architecture for law enforcement. These include:

- First to design and implement bio-safety provisions for evidence and police forensic labs
- First to develop the cost effective two-building police campus design concept
- First to plan for DNA profiling

2 / METHODOLOGY

CITY OF MERCED POLICE DEPARTMENT

RFP FOR FACILITY NEEDS ASSESSMENT AND ARCHITECTURAL SERVICES



Buena Park Police Department

- First for “box” moves in space planning
- First to refine migration from traditional lockering to “open” lockering
- Pioneers in transition for ADA to Universal Design
- First to deliver a LEED certified police facility
- First to deliver a LEED platinum major city police station
- First to deliver a Net Zero major city police headquarters
- First to deliver a LEED platinum forensic science lab
- First to plan after hours “distress” rooms into police facilities
- First to use sound isolation designs with sound masking into investigative interview suites
- First to design full tactical “shoot and move” firearms range design with lateral shooting capability.
- First to design indoor law enforcement ranges to anticipate urban rifle training
- First to pioneer the “work anywhere” Wifi design for patrol zones
- First to provide field bag lockers at the car

Our direct input and design efforts have led to the industry development of all modern police and evidence lockers, forensic fuming cabinets, ventilated weapons maintenance counters, Faraday designs for cell phone exams and a wide range of safety enhancements such as, the use of static dissipative / grounded counters and worksurfaces for specialized SWAT and explosives analysis spaces. We also refined interview room design to address acoustical and recording issues.

We don't rest on our past glories, we are testing new ideas with each project. Whether it is migration to ground source geothermal mechanical designs to save energy, or migration away from the traditional “halls and silos” designs to more open, flexible, welcoming and collaborative “officers commons” work environments, MWL has always been the recognized leader for the leading edge, never the bleeding edge.

We also stress that any design breakthroughs MWL develops affecting officer safety are always offered to the design industry as “open source.” We believe all boats rise in the same tide.



TAB 3

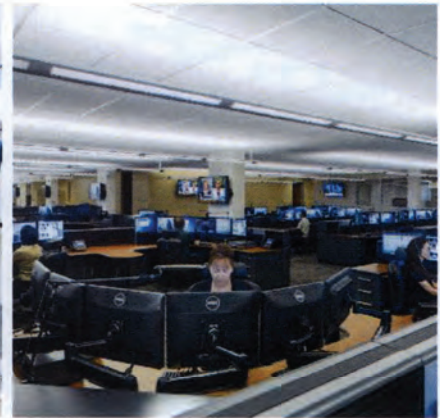
SCOPE OF WORK

3 / SCOPE OF WORK

CITY OF MERCED POLICE DEPARTMENT
RFP FOR FACILITY NEEDS ASSESSMENT AND ARCHITECTURAL SERVICES



San Bernardino County Forensic Lab



High Desert Government Center

SCOPE OF SERVICES

PROJECT DESCRIPTION

Facility Needs Assessment and Architectural Services for a new Police Department Facility for the City of Merced. The new facility will be a modern and efficient 24/7 law enforcement operation. The ultimate size and budget of the project shall be dictated by the outcomes of the Facility Needs Assessment. The proposed facility shall have the capacity to accommodate 200 Sworn Personnel, 60 Non-Sworn Personnel, and 40 Temporary Personnel and Volunteers.

Basic Services will include:

1. Facilities Needs Assessment
2. Schematic Design
3. Design Development
4. Construction Documents
5. Bidding / Negotiation Services
6. Construction Contract Administration
7. Furniture Design and Management

BASIC SERVICES

0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

0.01 Project Administration services including:

- .01 Initial consultation in development of the Project.
- .02 Preparation of compensation estimates and professional services agreement(s).
- .03 Project-related research.
- .04 Conferences.
- .05 Communications.
- .06 Travel time.
- .07 Progress reports.
- .08 Direction of the work of in-house personnel.

0.02 Disciplines Coordination/Document Checking services consisting of:

- .01 Coordination between LPA's work and the work of engineering and other involved disciplines for the Project.
- .02 Review and checking of documents prepared for the Project.

0.03 Agency Consulting/Review/Approval services including:

- .01 Agency consultations.
- .02 Research of critical applicable regulations.
- .03 Preparation of written and graphic explanatory materials.
- .04 Appearances on the City of Merced's behalf at agency and community meetings.
- .05 Planning boards.
- .06 Agencies having jurisdiction.

3 / SCOPE OF WORK

CITY OF MERCED POLICE DEPARTMENT

RFP FOR FACILITY NEEDS ASSESSMENT AND ARCHITECTURAL SERVICES

0.04 City of Merced supplied data coordination services including:

- .01 City of Merced to obtain existing drawings and related data for the project.
- .02 City of Merced to contract for new geotechnical investigation including permeability study.

1 – FACILITIES NEEDS ASSESSMENT

In the Site Evaluation Phase, LPA and MWL shall provide those services necessary to establish site-related limitations and requirements for the Project. Some of the described services will be provided during predesign activities and some during other phases of Project design. Grouping herein is for convenience to identify the site evaluation services required for the Project. The following descriptions shall apply to those services.

1.01 Data collection services will include obtaining and analyzing information provided by the Police Department to gain an operational and organizational understanding of the department, growth needs of the department and potential reorganization of the department. The City and the Police Department shall provide the following to the team:

- .01 Resource data (operational / management data).
- .02 Demographic data for service community.
- .03 Any imperatives for regionalization of services.
- .04 Any reorganizational plans.

1.02 Facility tours services consisting of visiting similar facilities to review alternate program options, materials, spatial requirements and design alternatives.

- .01 Discuss goals and requirements for site tours.
- .02 Establish a list of potential sites to visit.
- .03 Visit sites.
- .04 Develop list of program and design preferences based on observations at each site.
- .05 Transportation costs to be reimbursed by the City.

1.03 Outreach and Interviews sessions will be planned and held in order to involve all the project stakeholders in the Police Department and the City to seek a consensus regarding the program, design direction, and project goals. The following is a proposed list of required meetings:

- .01 Establishment of consistent project space standards.

- .02 Detailed questionnaires for departmental staff.
- .03 On-site staff workshops and interviews.
- .04 City Council "meet and greets" and community outreach forums.

1.04 Preparation of Data and Documentation services required to establish the detailed Facility Needs Assessment

- .01 Site Space Needs.
- .02 Building Space Needs.
- .03 Departmental Relationship and Adjacency Graphics for key relationships.
- .04 Preparation of Draft and Review of Draft Needs Assessment with Department Staff.

1.05 Site Analysis services consisting of:

- .01 Re-Evaluation of the current selected site.
- .02 On-site investigations.
- .03 Movement systems, traffic and parking studies.
- .04 Topography analysis.
- .05 Analysis of deed, zoning and other legal restrictions.
- .06 Overall site analysis and evaluation.
- .07 Comparative site studies.

1.06 Site Development Planning services consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on:

- .01 Land utilization.
- .02 Structures placement.
- .03 Development phasing.
- .04 Movement systems, circulation and parking.
- .05 Utilities systems.
- .06 Surface and subsurface conditions.
- .07 Deeds, zoning and other legal restrictions.
- .08 Landscape concepts and forms.

1.07 On-site Utility Studies services consisting of establishing requirements and preparing initial designs for on-site:

- .01 Electrical service and distribution.
- .02 Gas service and distribution.
- .03 Water supply and distribution.
- .04 Site drainage.
- .05 Sanitary sewer collection and disposal.
- .06 Storm water collection and disposal.
- .07 Central plant mechanical systems.
- .08 Fire systems.
- .09 Site illumination.
- .10 Communications systems.

- 1.08 Off-site Utility Studies services consisting of:
 - .01 Confirmation of location, size and adequacy of utilities serving the site.
 - .02 Determination of requirements for connection to utilities.
- 1.09 Zoning Processing Assistance services consisting of:
 - .01 Assistance in preparing applications.
 - .02 Development of supporting data.
 - .03 Preparation of presentation materials.
 - .04 Attendance at public meetings and hearings.
- 1.10 Project Development Scheduling services consisting of establishing a tentative schedule for site analysis services, site-related decision-making, design, documentation, contracting and construction based on determination of LPA's services, the City of Merced's responsibilities and proposed design and construction procedures.
- 1.11 Project Budgeting will be based on unit and major component cost factors, and on high-level design information and assumptions. Our team has very current experience with the delivery of several facilities with similar services and will reflect local construction conditions and the local bid market.
 - .01 Predevelopment Costs.
 - .02 Building Construction Costs.
 - .03 Demolition Costs.
 - .04 Architecture and Engineering Costs.
 - .05 Program and Construction Management Fees.
 - .06 Permit Fees.
 - .07 Consulting Costs.
 - .08 Insurance Costs.
 - .09 Entitlement Fees (if applicable).
 - .10 FF&E Allowance.
 - .11 Landscaping and Staging Costs.
 - .12 Contingencies.
- 1.12 Presentation services consisting of presentations of the Facility Needs Assessment reports and data by LPA and MWL to the following City representatives:
 - .01 Project and Process Over to Department Staff
 - .02 Review of Draft Facility Needs Assessment to Department Staff committee.
 - .03 Final Facility Needs Assessment to Police Department.
 - .04 Final Facility Needs Assessment to Mayor and City Council.
- 1.13 Summary of Meetings:
 - .01 Facility Tours.

- .02 Workshop #1 – Three (3) days of on-site interviews.
- .03 Presentation of Draft Facility Needs Assessment to Department and City Staff.
- .04 Presentation of Final Facility Needs Assessment.

- 1.14 Summary of Deliverables:
 - .01 Facility Needs Assessment.
 - .02 Conceptual Space Plans.
 - .03 Conceptual Site Plans.
 - .04 Conceptual Design Package.
 - .05 Project Budget.
 - .06 Meeting Minutes.

2 – SCHEMATIC DESIGN SERVICES

In the Schematic Design Phase, LPA shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the City of Merced based upon program requirements provided for in the Facility Needs Assessment Findings as reviewed and agreed upon by the City of Merced. The following descriptions shall apply to those services.

- 2.01 Architectural Design/Documentation services responding to program requirements and consisting of preparation of:
 - .01 Conceptual site, floor and roof plans.
 - .02 Preliminary sections and elevations.
 - .03 Preliminary selection of building systems and materials.
 - .04 Perspective sketch(es).
 - .05 Study model(s).
- 2.02 Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions for:
 - .01 A predetermined structural system.
 - .02 Preliminary foundation plan.
- 2.03 Mechanical Design/Documentation services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - .01 Heating, ventilating and air conditioning.
 - .02 Plumbing.
 - .03 Fire protection (backbone.)
 - .04 Special mechanical systems.

3 / SCOPE OF WORK

CITY OF MERCED POLICE DEPARTMENT

RFP FOR FACILITY NEEDS ASSESSMENT AND ARCHITECTURAL SERVICES

- .05 Process systems.
 - .06 General space requirements.
 - .07 Kitchen layout
- 2.04 Electrical Design/Documentation services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses and development of conceptual design solutions for:
- .01 Power service and distribution.
 - .02 Lighting.
 - .03 Fire detection and alarms.
 - .04 Security systems.
 - .05 Communication systems.
 - .06 Special electrical systems.
 - .07 Emergency power system.
 - .08 General space requirements.
- 2.05 Civil Design/Documentation services consisting of development of conceptual design solutions for site components. Off-site areas, areas outside of the property line, city sidewalks, and areas within the public Right of Way are not included. Design solutions will be developed for the following:
- .01 On-site utility exhibit.
 - .02 Fire department access exhibit.
 - .03 Drainage systems concept.
 - .04 Conceptual Grading exhibit.
 - .05 Stormwater management requirements.
 - .06 Limits of demolition delineation.
 - .07 Parking lot layout.
 - .08 Off-site work limited to curb cuts and curb returns only.
- 2.06 Landscape Design/Documentation services consisting of alternate materials, systems and equipment and development of conceptual design solutions for:
- .01 Hardscape areas and materials.
 - .02 Plant palette and tree forms.
 - .03 Planting Plan.
 - .04 Grading.
- 2.07 Interior Design/Documentation services consisting of space allocations and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:
- .01 Space planning, partition and furnishings' locations, and furniture and equipment layouts.
- .02 Material and color selections and coordination.
 - .03 Adaptation of mechanical, electrical and other building systems to meet tenant needs.
- 2.08 Materials Research/Specifications service consisting of:
- .01 Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
 - .02 Investigation of availability and suitability of alternative materials, systems and equipment.
- 2.09 Project Development Scheduling services consisting of reviewing and updating previously established Project Schedules or initial development of Project schedules (if not previously established) for decision-making, design, documentation, contracting and construction.
- 2.10 Statement of Probable Construction Cost services consisting of development of a probable construction cost range for the Project based on the most recent schematic design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.
- 2.11 Summary of Meetings:
- .01 4 staff meetings.
 - .02 Presentation to Planning Commission.
 - .03 Presentation to City Council.
- 2.12 Summary of Deliverables:
- .01 Schematic Design architectural, interior, structural, mechanical, plumbing and electrical for the building.
 - .02 Schematic Design for civil engineering, landscape and electrical site design.
 - .03 Project Schedule.
 - .04 Statement of Probable Construction Cost.
 - .05 Meeting Minutes.

3 – DESIGN DEVELOPMENT SERVICES

In the Design Development Phase, LPA shall provide those services designated necessary to prepare from the approved Schematic Design Documents, for approval by the City. The Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, maintenance

requirements and energy conservation. The following descriptions shall apply to those services.

- 3.01 Architectural Design/Documentation services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - .01 Plans, sections and exterior elevations.
 - .02 Typical construction details.
 - .03 Interior elevations.
 - .04 Final materials selections.
 - .05 Equipment layouts.
- 3.02 Structural Design/Documentation services consisting of continued development of the specific basic structural system(s) and Schematic Design Documents in sufficient details to establish:
 - .01 Final structural design criteria.
 - .02 Foundation and framing sizes.
 - .03 Lateral load resisting system.
 - .04 Critical coordination clearances.
 - .05 Outline Specifications of materials lists.
- 3.03 Mechanical Design/Documentation services consisting of continued development and expansion of mechanical Schematic Design Documents and development of Outline Specifications or materials lists to establish:
 - .01 Approximate equipment sizes and capacities.
 - .02 Preliminary equipment layouts.
 - .03 Required space for equipment.
 - .04 Required chases and clearances.
 - .05 Acoustical and vibration control.
 - .06 Visual impacts.
 - .07 Energy conservation measures.
 - .08 Refine kitchen equipment layout and list.
- 3.04 Electrical Design/Documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Outline Specifications or materials lists to establish:
 - .01 Criteria for lighting, electrical and communications systems.
 - .02 Approximate sizes and capacities of major components.
 - .03 Preliminary equipment and lighting layouts.
 - .04 Required space for equipment.
 - .05 Required chases and clearances.
- 3.05 Civil Design/Documentation services consisting of continued development and expansion of civil Schematic Design Documents and development of Outline Specifications or materials lists to establish the final scope and preliminary details for the specified areas.
- 3.06 Landscape Design/Documentation services consisting of continued development and expansion of landscape Schematic Design Documents and development of Outline Specifications or materials lists to establish final scope and preliminary details for landscape work.
- 3.07 Interior Design/Documentation services consisting of continued development and expansion of interior Schematic Design Documents and development of Outline Specifications or materials lists to establish the final scope and preliminary details relative to:
 - .01 Interior construction of the Project.
 - .02 Special Interior design features.
 - .03 Furniture, furnishings and equipment selections.
 - .04 Materials and finishes and colors.
 - .05 Audio visual system layouts.
- 3.08 Materials Research/Specifications consisting of:
 - .01 Assisting the City of Merced in preparation of General and Supplementary Conditions of the Contract for Construction.
 - .02 Development of Outline Specifications or itemized lists and brief form identification of significant materials, systems and equipment and their criteria and quality standards.
 - .03 Production of design manual including design criteria and Outline Specifications or materials lists.
- 3.09 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.
- 3.10 Statement of Probable Construction Costs services consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost of the Project, taken into consideration:
 - .01 Availability of materials and labor.
 - .02 Project delivery procedures.
 - .03 Construction sequencing and scheduling.
 - .04 Changes in scope of the Project.
 - .05 Adjustments in quality standards.
- 3.11 Summary of Meetings:
 - .01 Six (6) staff meetings.
- 3.12 Summary of Deliverables:

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- .01 Building Design Development drawings of architecture, interiors, structural, mechanical, plumbing and electrical design.
- .02 Site Design Development drawings of civil, landscape and electrical design requirements.
- .03 Outline specification.
- .04 Schedule update.
- .05 Statement of Probable Construction Cost.
- .06 Meeting Minutes.

4 – CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents Phase, LPA shall provide those services designated necessary to prepare, from the approved Design Development documents, for approval by the City of Merced, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services:

- 4.01 Architectural Design/Documentation services Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- 4.02 Structural Design/Documentation services consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.
- 4.03 Mechanical Design/Documentation services consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.
- 4.04 Electrical Design/Documentation services consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
- 4.05 Civil Design/Documentation services consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project including the following:
 - .01 Demolition Plan.
 - .02 Horizontal Plan.
 - .03 Pavement Plan.
 - .04 Wet Utilities Plan.
 - .05 Final Grading Plan.
 - .06 Preparation of SWPPP.
 - .07 Preparation of Water Quality Management Plan.
 - .08 Specifications.
- 4.06 Landscape Design/Documentation services consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.
- 4.07 Interior Design/Documentation consisting of preparation of Drawings, Specifications and furnishings, furniture and equipment schedules based on approved Design Development documents, setting forth in detail the requirements for interior construction and for furniture, furnishings and equipment for the Project.
- 4.08 Materials Research/Specifications consisting of:
 - .01 Assistance to City of Merced in development and preparation of Bidding documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the City of Merced and Contractor(s).
 - .02 Assistance to the City of Merced in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).
 - .03 Development and preparation of Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - .04 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.
- 4.09 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.
- 4.10 Statement of Probable Construction Cost services consisting of advising the City of Merced of any adjustments to, and, when the Construction documents are approximately 90% complete, updating of the Design Development Phase Statement of Probable Construction Cost of the Project, taking into account:

- .01 Changes in materials, systems or details of construction which have occurred during preparation of the Construction Documents.
- .02 Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost.
- .03 Adjustments for known or anticipated changes in the bidding market relative to the Project.
- 4.11 Detailed Construction Cost Estimates services consisting of:
 - .01 Development, when the construction documents are approximately 90% complete, of a Detailed Estimate of Construction Cost based on quantity take-offs and unit cost pricing for materials, labor, tools, equipment and services required for the Work plus estimates for the Contractor's supervision cost, Work required by General and Supplementary Conditions, and an allowance for a reasonable Contractor's overhead and profit; or
 - .02 Continuous development during all phases of design and documentation, of an estimate of Construction Cost for the purpose of greater cost control; culminating in a Detailed Estimate of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.
- 4.12 Summary of Meetings:
 - .01 Six (6) staff meetings.
 - .02 Two (2) plancheck meetings.
 - .03 Presentation to Planning Commission.
 - .04 Presentation to City Council.
- 4.13 Summary of Deliverables:
 - .01 Building Construction Documents consisting of architecture, interiors, structural, mechanical, plumbing and electrical design.
 - .02 Site Design Development drawings of civil, landscape and electrical design requirements.
 - .03 Specification (Project Manual).
 - .04 Schedule update.
 - .05 Statement of Probable Construction Cost.
 - .06 Meeting Minutes.
- 4.14 Deliverables consisting of:
 - .01 Permit-ready construction plans and specifications.
 - .02 Detailed Construction Cost Estimate.

5 - BIDDING / NEGOTIATION PHASE SERVICES

In the Bidding Phase, LPA, following the City of Merced's approval of the Construction Documents and of the most

recent Statement of Probable Construction Cost, shall provide those services designated necessary for LPA to assist the City of Merced in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. In the case of phased construction, City of Merced may authorize bidding and/or negotiation of portions of the Work prior to completion of the Construction Documents Phase. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

- 5.01 Bidding Materials services consisting of organizing and handling Bidding Documents for:
 - .01 Coordination.
 - .02 Reproduction.
 - .03 Completeness review.
- 5.02 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
- 5.03 Bidding/Negotiations services consisting of:
 - .01 Participation in pre-bid conferences.
 - .02 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
 - .03 Attendance at bid opening(s).
- 5.04 Analysis of Alternates/Substitutions services consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to receipt of Bids or proposals.
- 5.05 Deliverables consisting of:
 - .01 Bid documents.
 - .02 Addenda.

6 - CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

In the Construction Contract Administration Phase, LPA shall provide those services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between the City of Merced and Architect for Designated Services. The following descriptions shall apply to those services:

- 6.01 Office Construction Administration services consisting of:

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- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - a. Shop drawings and submittals review (limit two iterations per submittal) to be turned reviewed and returned in fifteen (15) days.
 - b. RFI's to be reviewed and returned in three (3) days.
- .02 Distribution of submittals to the City of Merced, Contractor and/or LPA's field representative, as required.
- .03 Maintenance of master file of submittals.
- .04 Related communications.
- 6.02 Construction Field Observation services consisting of visits to the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications. Site visits are based on weekly meetings for 60 weeks of construction.
- 6.03 Quotation Requests/Change Orders services consisting of:
 - .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
 - .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
 - .03 Review and recommendations relative to changes in time for Substantial Completion.
 - .04 Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
- 6.04 Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the City of Merced, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
 - .01 A detailed review with the City of Merced's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected.

- .02 Determination of the amounts to be withheld until final completion.
- .03 Issuance of Certificate(s) of Substantial Completion.
- .04 Review upon notice by the Contractor(s) that the Work is ready for final review and acceptance.
- .05 Notification to the City of Merced and Contractor(s) of deficiencies found in follow-up review, if any.
- .06 Final review with the City of Merced's representative to verify final completion of the Work.
- .07 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the City of Merced against liens.
- .08 Issuance of final Certificate(s) for Payment.

7 – FURNITURE DESIGN AND MANAGEMENT SERVICES

In the furniture design and management phase of the project, LPA shall provide the following services necessary to design, negotiate and secure competitive pricing and services for the furniture items for the project.

- 7.01 Needs Assessment
 - .01 Meet with key representatives of the project to define goals for obtaining furniture for the project, including image, function budget and schedule.
 - .02 Discuss the strategies for obtaining furniture for the new space. Evaluations would include the pros and cons for Public bid vs. established government pre-bid contracts such as CMAS or US Communities.
 - .03 Prepare an initial overall project furniture budget and schedule for review and approval by the County.
 - .04 Review the work processes for all staff in more detail to assist LPA in designing typical workstation layouts that meet the functional needs of the County Facility.
 - .05 Deliverables - One meeting, milestone schedule, and budget.
- 7.02 Design and Bid Documentation Preparation
 - .01 Present private office and workstation images and ancillary furniture of the products from four major furniture vendors. Develop a strategy for bidding vendors that meet the design and budget intent of the groups.



- .02 Develop descriptive criteria for the furniture design intent for obtaining similar results in each of the competitive bids.
- .03 Develop furniture setting plans for the entire project so the bidding dealers can understand the magnitude of the final scope.
- .04 Assist in determining the criteria for Furniture Dealer selection, including initial and ongoing services, availability of products, installation capabilities, percentage off of list prices, etc.
- .05 Deliverables - Two meetings,
 - a. Furniture Configuration drawings-8 1/2 x 11 (individual) and 30 x 42 (overall)
 - b. Furniture Image Package
 - c. Bid Documents including written and plan form.

7.03 Bid Process

- .01 Develop and distribute Requests for Proposals to qualified suppliers, on the Client's behalf, respond to questions and provide clarifications as necessary to secure comparable competitive bids.
- .02 Analyze bids for completeness; compare qualifications, services and prices. Make a recommendation for award of contract.
- .03 Deliverables - Bid analysis spreadsheet and award of dealer contract.

7.04 Private Office, Workstations and Ancillary

- .01 Finalize with the Client and the dealer the final configuration and specifications of these products.
- .02 Select final finishes including fabrics, woods and paints to coordinate with approved color scheme. Dealer to provide a color board.
- .03 Review dealer generated detailed furniture installation plans and sheet specifications for design intent. Coordinate power/data entry locations. Product numbers are to be verified with the dealer.
- .04 Compare final costs for this product so as not to exceed the budget established.
- .05 Detailed specifications are the Dealer's responsibilities.

7.05 Schedule Confirmation

- .01 Review dealer provided project schedule in coordination with the General Contractor's construction schedule and furniture acknowledgments.

- .02 Deliverables- Three Meetings with Dealer, marked up specifications, finish selections and power/ data coordination

7.06 Installation Administration Services

- .01 Furniture Dealer shall coordinate with contractor for final delivery and installation dates, confirm access and establish installation procedures with the building owner.
- .02 Upon completion of installation, LPA shall attend a job walk to confirm completeness of installed FF&E items with the dealer. Dealer shall develop a corrective work list of missing items or corrective measures required.
- .03 Deliverables - One field visit

SUPPLEMENTAL SERVICES

ADDITIONAL SERVICES

In addition to the generally sequential services chronologically arranged and described in Phases 1 through 7, LPA shall provide supplemental services. These non-sequential services may be provided during a single Phase of services or during several phases. The following descriptions shall apply to those services upon written authorization from the City of Merced at an additional fee.

1. Survey/Base Map Preparation.

- .01 Aerial topographical survey and boundary delineation at 1:40 scale with one-foot contours based on Client-provided title report.
- .02 Supplement aerial survey with field survey to provide accurate design and ADA compliance or non-compliance.
- .03 Supplement aerial survey with field-verified boundary survey.
- .04 Field to verify and identify site features dimensionally on topographical survey.
- .05 Identify easements, setbacks, and site constraints such as high-tension power lines and setbacks, based on Client-provided title report.
- .06 Identify the grades and structures of neighboring properties within 100' (minimum) of Client's property.
- .07 Confirm potential flood plain issues.
- .08 Collect existing drawings from Client for all affected off-site improvements including streets, drainage, traffic signals, street lighting, etc. Provide drafting services to add additional information to Base Map.

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- .09 Overlay information onto an aerial photograph to 1:40 scale.
- .10 Provide a minimum of two (2) survey control points and two (2) temporary benchmarks.
2. Geotechnical services includes the following scope and is limited to on-site building and structural elements:
 - .01 Site reconnaissance to evaluate on-site conditions with respect to the location of borings.
 - .02 Data review of available existing published geotechnical/geologic/ environmental data applicable to the project.
 - .03 Drilling, sampling and logging of a minimum of 10 bore holes in the proximity of the proposed building locations.
 - .04 Laboratory testing in accordance with applicable standards for moisture, direct shear, gradation, expansion index, permeability, r-value, and limited corrosion where and if required.
 - .05 Provide analysis and report to assist in the structural design of the project elements including pavement design, seismic restraint, and structural design of building slab, footings, site structures, site walls, and wall footings.
 - .06 Analysis and report to develop geotechnical design recommendations per 0.05 above.
 - .07 All off-site, street improvement and pavement requirements are not included.
 - .08 Identify fault zone location, compression test and boring samples, where applicable.
 - .09 Determine infiltration rates on-site at the locations specified by the civil engineer.
3. Special Studies services consisting of investigation, research and analysis of the City of Merced's special requirements for the Project and documentation of findings, conclusions and recommendations for Master Planning to provide design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project during the Construction Phase.
4. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:
 - A given planning and design solution for the Project.
 - Alternative planning and design solutions for the Project.
5. Value Analysis services consisting of the review during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the City of Merced.
6. Mock-up services relating to the construction of full-size or half-size details of components of the Project for study and testing during the design phases and consisting of:
 - Selected systems, subsystems or building components proposed for the Project.
 - Design and documentation for the required mock-up(s).
 - Management and coordination of pricing and contracting for mock-up services.
 - Construction administration of mock-up construction activities.
 - Arrangements for testing and monitoring performance of mock-up(s).
 - Administration of testing and monitoring services.
 - Review, analysis and reporting of results of testing and monitoring services.

ITEMS NOT INCLUDED IN THIS SCOPE OF SERVICES

The following are not included in this Scope of Services:

- Hydrology studies of off-site areas which are not tributary to the project site.
- Utility replacement and upgrade of underground facilities on public streets.
- Any consultant not specifically identified.
- Submittal and coordination with Caltrans, Fish and Game, Army Corps of Engineers, Flood Control or any agency other than the City or as specifically noted.
- Annexation of site into City, coordination with school district, noise/air quality studies, water rights, environmental studies, agency fees and permits (NPDES, excavation, flood control, etc.), property or ROW acquisitions, extraordinary requirements placed on the project by the governing agencies, revision to plans due to planning, layout or master plan changes, wetland investigation/mitigation, capital improvement program and/or finance plan.
- Traffic studies.
- Submittal(s) fees.
- Traffic Control Plans/Intersection Signal Design.

- Construction staking services and grade verifications.
- Boundary Survey.
- Record of Survey.
- ALTA/ASCM Land Title Survey.
- Off-Site Improvements.
- Utility line relocation or adjustments.
- Environmental/EIR or biological services.
- Fountain consultant and design.
- Aquatic facilities.
- Relocation or undergrounding of power lines.
- Easements: The abandonment, revising, or writing of easements is not included in this scope of work.
- Geotechnical services during design and construction are excluded.
- Acoustics.
- Hazardous materials studies.
- All street lighting, signalization, or temporary power design are excluded.
- Conditional Use Permit.
- Enhanced Commissioning.
- LEED certification and/or registration fees.
- Permit, Plan Check, testing or any agency fees.
- Rendering, flythrough, 3D graphics or other presentation, fund raising, or marketing material.
- Any item not specifically noted as included in the Scope of Services.
- Improvements to adjacent city streets are excluded.
- Off-site engineering includes all areas outside the property line.
- Special disciplines consultation services consisting of retaining, directing and coordinating the work of special disciplines consultants identified from the following list or any other sources not listed, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:
 - Acoustics.
 - Audio-Visual.
 - Communications.
 - Computer Technology.
 - Construction Management.
 - Dry Utilities.
 - Ecology.
 - Economics.
 - Editorial.
 - Elevators/Escalators.
 - Environmental.
 - Fire Protection.
 - Food Service/Kitchen Design.
 - Geotechnical.
 - Methane.
 - Public Relations.
 - Reprographics.
 - Safety.
 - Security Systems Design & Engineering.
 - Soils/Foundations.
 - Parking/Parking Structure.
 - Transportation.
 - Enhanced Commissioning Agent.
 - Traffic Engineer.

STANDARD ASSUMPTIONS

The following are Scope of Services assumptions:

1. **CONSULTANTS:** The work of the aforementioned consultants is included as part of this Scope of Services and will be billed at their fee plus 25% for LPA's coordination.
2. **RESPONSIBILITIES:** LPA will be responsible for design and documentation of the site areas as stated on this Scope of Services. Signage, street work, and any other site related engineering or reports outside this scope of work shall be by others and are not included in this scope of work.
3. **DRY UTILITY COORDINATION:** The coordination and review of designs with any outside agency for compliance with code requirements and obtaining of any necessary approvals shall be by others.
4. **PROJECT PHASES:** This Scope of Services is based on the assumption that the project shall be installed in one phase. Additional phasing of the project shall require changes to the Construction Documentation, Bid Negotiation and Construction Administration phases of work. Additional work due to phasing of the project shall be considered as additional services.
5. **CONSTRUCTION DOCUMENTS:** The Construction Documents will be developed as one set of documents. The scope of work does not include a separate set of off-site improvements. If the Client requires a separate set of documents for off-site, etc., LPA will provide these drawings as an additional service.
6. **ELECTRICAL EXCLUSIONS:** Temporary power design is excluded.

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7. ENVIRONMENTAL: Studies for area wide traffic impacts, cultural resources, stream preservation or modification, soil mitigation or clean-up, oil operations, and sensitive habitat are not included in this proposal. It is anticipated that the Client has the existing studies required.
8. OFF-SITE: Off-site infrastructure is in place and adequate connection points for storm drain, water, and sewer are available at the project boundary (or on-site) to serve the proposed development. No studies of utilities beyond the limit of the site are included.
9. BOUNDARY: The boundary corners for the site have been established and monumented by others.
10. BASE MAPPING: Mapping will be based on available local agency vertical datum and assumed horizontal datum, unless specifically requested otherwise.
11. FLOOD PLAIN: The site is not located within the limits of a 100-year flood plain, and will not include any new regional drainage improvements. No on-site retention is anticipated.
12. RECORD DRAWINGS: As-Built Information is to be provided by the Contractor. Because the amount of such is unknown, any CADD Drafting services required by the Client can be provided as an additional service on an hourly basis.
13. FIELD SURVEY STAKING: Project General Contractor will provide all field survey staking, as-built survey and plans, and grading and wet utilities substantial conformance letter.
14. MEETINGS: Where the maximum number of meetings to be included in Architect's services is specified herein, Architect and architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services.
15. DELIVERABLES: The preceding description of services general outlines the activities associated with executing each phase of work. The necessity for, and the extent to which, the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the project. Consequently, the description of services does not represent a comprehensive list of deliverables.
16. CONSULTATION AND COORDINATION: All consultations and coordination not associated with specific meetings shall be conducting at the sole discretion of the Architect and Architect's consultants, and only as necessary for the Architect and Architect's consultants to complete the professional services of this agreement.
17. DOCUMENTS: Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.
18. PROJECT CONTROL: The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for construction. Without in any way limiting the Architect's responsibilities and obligations under Title 21 of the California Code of Regulations or the Building Standards published by the ICBO (formerly Title 24 of the California Code of Regulations), the Architect shall not otherwise be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

CLIENT RESPONSIBILITIES

1. APPROVAL: The Client's verbal request to commence each task constitutes approval of prior work. Changes in subsequent work will be considered additional services, documented and billed on an hourly basis.
2. ADDITIONAL SERVICES: Tasks not included in this Scope of Services, but requested by the Client shall be identified as such and billed at an hourly rate, unless a detailed Scope of Services proposal is requested.
 - .01 SCOPE ADJUSTMENT: If there is an adjustment in schedule, scope, and budget, this will result in an additional service.
 - .02 BILLING/PAYMENT: LPA shall invoice the Client monthly for a percentage of the work completed consistent with the terms of the Contract.



Payment is due thirty (30) days from the date of the invoice. LPA shall stop all current work, and notify the Client if payment is not received within thirty (30) days.

provided by the Client and is not a part of this scope of work.

- .03 SPECIFICATIONS: The Client shall provide the Standard General Conditions, Special Conditions, and Bidding Instructions.
- 3. CONSTRUCTION CONTINGENCY: Due to the unique nature of this facility and the fact that this prototype has never been built before, it is standard practice that the City of Merced carry a 5% contingency to cover unexpected and unforeseen occurrences that may arise during construction.
 - .01 FEES: The Client shall pay all government fees, permits, assessments, etc.
 - .02 SURVEY: Client to provide an accurate topographical survey, including legal boundaries, spot elevations, existing utilities, existing and proposed improvements and easements.
 - .03 TITLE REPORT: Client to provide a recent Title Report that shows the recorded property boundary along with easements and any other special provisions.
 - .04 BASES: Client to provide accurate, appropriately scaled base sheets directly useable without redrawing to develop planning base sheets; bases shall show existing curbs, utilities, and existing and proposed improvements.
 - .05 GEOTECHNICAL ENGINEERING: The Client shall provide a geotechnical report from which all structural information shall be based.
 - .06 SOIL FERTILITY TEST: The Client shall provide a soils test and analysis with recommendations for amendment by a soils testing laboratory prior to the commencement of Design Development.
 - .04 SPECIFICATIONS: The Client shall provide the Standard General Conditions, Special Conditions, and Bidding Instructions.
 - .07 TRAFFIC ENGINEERING: The Client shall provide a current traffic engineering study.
 - .08 ENVIRONMENTAL: Studies for area-wide traffic impacts, cultural resources, stream preservation or modification, soil mitigation or clean-up, oil operations, and sensitive habitat are not included in this proposal. It is anticipated that the Client has the existing studies required.
 - .09 DEMOLITION: This proposal assumes the demolition of existing improvements will/(will not) be a part of these documents. Hazardous materials investigation and report shall be



**TENTATIVE
TIME OF PERFORMANCE**

**MERCED POLICE HQ
NEEDS ASSESSMENT**

EXHIBIT B

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Calendar
1	★	Task 1 Data Gathering	27 days	Wed 1/23/19	Thu 2/28/19		Jan 2019
2	★	City Gathers Background Data	5 days	Wed 1/23/19	Tue 1/29/19		Jan 2019
3	★	Kick-Off Meeting	1 day	Wed 1/30/19	Wed 1/30/19		Jan 2019
4	★	Review of Data Submitted	4 days	Thu 1/31/19	Tue 2/5/19		Jan 2019
5	★	Prepare & Submit Questionnaires	5 days	Mon 1/28/19	Fri 2/1/19		Jan 2019
6	★	Benchmark Tours	1 day	Wed 2/6/19	Wed 2/6/19		Feb 2019
7	★	Review of Returned Questionnaires	16 days	Fri 2/1/19	Fri 2/22/19		Feb 2019
8	★	Workshop #1 - (3 Day) On-Site Interviews	3 days	Tue 2/26/19	Thu 2/28/19		Feb 2019
9	★	Task 2 Data Synthesis	8 days	Fri 3/1/19	Tue 3/12/19		Mar 2019
10	★	Develop Data (from workshops & questionnaires)	8 days	Fri 3/1/19	Tue 3/12/19		Mar 2019
11	★	Task 3 Documentation	16 days	Wed 3/13/19	Wed 4/3/19		Mar 2019
12	★	Prepare Draft Facility Needs Assessment	10 days	Wed 3/13/19	Tue 3/26/19		Mar 2019
13	★	Presentation of Draft Facility Needs Assessment	1 day	Wed 3/27/19	Wed 3/27/19		Mar 2019
14	★	Revise Draft Facility Needs Assessment	5 days	Thu 3/28/19	Wed 4/3/19		Mar 2019
15	★	Finalize Facility Needs Assessment	1 day	Wed 4/3/19	Wed 4/3/19		Mar 2019
16	★	Task 4 Site Analysis	35 days	Thu 4/4/19	Wed 5/22/19		Apr 2019
17	★	Kick-Off Site Evaluation Meeting	1 day	Wed 4/10/19	Wed 4/10/19		Apr 2019
18	★	Develop Site Test Fit Options	10 days	Thu 4/11/19	Wed 4/24/19		Apr 2019
19	★	Presentation of Site Evaluation Options	1 day	Wed 4/24/19	Wed 4/24/19		Apr 2019
20	★	Revise Site Assessment Options	5 days	Wed 4/24/19	Tue 4/30/19		Apr 2019
21	★	Community Outreach Workshop	1 day	Wed 5/1/19	Wed 5/1/19		May 2019
22	★	Develop Cost Estimate	15 days	Thu 5/2/19	Wed 5/22/19		May 2019
23	★	Final Presentation to the City	1 day	Wed 5/22/19	Wed 5/22/19		May 2019

Project: Merced Police Facility N
Date: Mon 12/17/18

Legend:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond symbol
- Summary: Thick black bar
- Project Summary: Thin blue bar
- Inactive Task: Dashed blue bar
- Inactive Milestone: Dashed diamond
- Inactive Summary: Thin black bar
- Manual Task: Light blue bar
- Duration-only: Thin blue bar
- Manual Summary Rollup: Thick blue bar
- Manual Summary: Thin blue bar
- Start-only: Thin blue bar
- Finish-only: Thin blue bar
- External Tasks: Thin blue bar
- External Milestone: Thin blue bar
- Deadline: Green arrow
- Progress: Thin blue bar
- Manual Progress: Thin blue bar

FEE PROPOSAL

CITY OF MERCED POLICE DEPARTMENT
RFP FOR FACILITY NEEDS ASSESSMENT AND ARCHITECTURAL SERVICES



FEE PROPOSAL

PROPOSED COMPENSATION

The following is the proposed compensation for the Scope of Services identified. The total dollar amount for the Facilities Needs Assessment shall be a fixed fee of \$155,000. Based upon the findings and outcome of the Facilities Needs Assessment, the fee for Tasks 2-7 shall be a fixed fee based upon the estimated total construction value of the project. The fixed fee shall be a mutually agreed upon amount ranging between 7.5% and 9.5% of the total construction value.

Task 1:

1 - Needs Assessment	\$155,000
Reimbursable Allowance	\$10,850

TOTAL FEES (Task 1) \$165,850

Tasks 2-7:

7.5% – 9.5% of estimated total construction value

- 2 - Schematic Design
- 3 - Design Development
- 4 - Construction Documents
- 5 - Bidding / Negotiation Services
- 6 - Construction Contract Administration
- 7 - Furniture Design and Management

TOTAL FEES (Tasks 2-7) TO BE NEGOTIATED

Reimbursable Allowance TBD

Reimbursable Expenses are in addition to compensation and typically run approximately 7% of a total project fee. They include costs for reproduction, plotting, express mailing, delivery charges, mileage, travel and overhead on consultant invoices.

Supplemental Services: Due to the unknown nature of the requirements for supplemental services such as renderings, models, promotional material, 3D graphics, or other related material, no specific fee has been identified. Fees may be provided by LPA, as requested by the City and pending clarification of the deliverables.

BASIC HOURLY RATE SCHEDULE

Principal	\$250.00
Director	\$225.00
Discipline Director	\$215.00
Project Director	\$195.00
Project Leader	\$175.00
Manager	\$145.00
Design Coordinator II	\$150.00
Senior Specialist	\$120.00
Design Coordinator I	\$125.00
Designer III	\$115.00
Designer II	\$100.00
Specialist	\$80.00
Designer I	\$90.00
Intern	\$70.00

Note: These rates are effective July 1, 2018 and are subject to change annually.

CONTRACT CLARIFICATION

LPA has reviewed the City's proposed Agreement for Professional Services and contract indemnification language and finds it generally acceptable with some minor clarifications to conform with LPA's professional liability policies and Section 2782.8 of the California Civil Code. However, we do reserve the right to negotiate the final agreement terms and conditions subsequent to fully understanding the project-specific scope. In terms of indemnification, LPA will agree that the Consultant's obligation to indemnify for acts of professional negligence does not include the obligation to defend actions or proceedings brought against the City, but rather to reimburse the City for attorney's fees and costs incurred by the City in defending such actions or proceedings brought against the City to the extent caused by the Consultant; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the City or of other third parties not under the supervision or control of the Consultant. In addition to the indemnification in Article 9, there are other areas within the proposed agreement that will require further routine negotiations best facilitated in direct dialogue with the City within the project-specific context.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

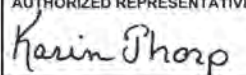
PRODUCER Dealey Renton and Associates Lic. #0020739 P.O. Box 10550 Santa Ana CA 92711-0550	CONTACT NAME: Robin Lee PHONE (A/C, No, Ext): 714 427-6810 E-MAIL ADDRESS: rlee@dealeyrenton.com	FAX (A/C, No): 714 427-6818
	INSURER(S) AFFORDING COVERAGE	
INSURED LPAINC LPA, Inc. 5161 California Avenue, Suite 100 Irvine CA 92617	INSURER A: Hartford Underwriters Ins. Co. NAIC # 30104	
	INSURER B: Hartford Accident & Indemnity 22357	
	INSURER C: XL Specialty Insurance Co. 37885	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 875201120 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y Y	57UUNVJ3732	4/30/2018	4/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	57UUNVJ3732	4/30/2018	4/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	57WEG19036	4/30/2018	4/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> Professional Liability <input type="checkbox"/> Claims Made		DPR9923712	4/30/2018	4/30/2019	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Job #LPA 1900010 Architectural Project - the City of Merced (CITY), its officers, employees, volunteers and agents are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEE CANCELLATION SECTION of Certificate for 30 Day Notice of Cancellation.

CERTIFICATE HOLDER City of Merced Attn: Frank Quintero, Director of Economic Dev 678 W 18th Street Merced CA 95340	CANCELLATION 30 Day Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 57WEGI9036

Effective Date: 4/30/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

LPA, Inc.
5161 California Avenue, Suite 100
Irvine, CA 92617

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of A. How This Insurance Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

Countersigned by _____ Authorized Representative

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05**Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

**EXCERPTS FROM CA 0001 (1013)
HARTFORD BUSINESS AUTO COVERAGE**

Additional Insured: SECTION II – COVERED AUTO LIABILITY COVERAGE

A.1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance.

For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Covered Auto Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0312)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.