

DEL MAR

City of Del Mar

Request For Proposals

17th Street Beach Safety Center Architectural Services

RFP – 2010 – 04

Issued: December 16, 2010

Proposals Due: **4:00 pm, Thursday, January 13, 2011**

**City of Del Mar
Request for Proposals
17th Street Beach Safety Center Architectural Services
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I. INTRODUCTION

A. General Information

The City of Del Mar, California, is requesting proposals from interested architectural or engineering design firms to provide design development and construction documents for the 2,644 square foot new 17th Street Beach Safety Center Facilities Upgrade Project, based upon approved schematic design documents.

Inquiries

Questions related to this RFP must be directed in writing by email to Gretchen Crowson, Assistant to the City Manager, at gcrowson@delmar.ca.us. Answers to questions will be compiled and e-mailed in an Addendum to all registered proposal recipients.

Copies of the City's Request for Proposals and the proposed contract as attached in Attachment A, are to be used by all consultants. Consultants may also request the RFP documents to be sent via email, in Adobe PDF format, by emailing a request to cityclerk@delmar.ca.us. Please include the company contact, email address, mailing address and phone number.

The City reserves the right to reject any or all proposals.

An explicit provision of the RFP is that any oral communication is not binding on the City's proposal process or a word of the contract.

Submittal Date and Instructions

Proposals shall be submitted to:

**City of Del Mar
17th Street Beach Safety Center Project
1050 Camino del Mar
Del Mar, CA
Attn: Gretchen Crowson, RFP 2010-04**

The deadline for receipt is **4:00 pm, Thursday, January 13, 2011**. Proposals received after this date and time will not be considered. Five (5) bound copies should be provided; digital copies are not accepted.

Incurring Costs

The City of Del Mar is not liable for any costs incurred by a proposer in the preparation and/or presentation of the proposal.

Business License

The Consultant selected must possess a City of Del Mar business license while conducting any work under this contract.

Insurance

Attached to the RFP is a draft copy of the City's Consulting Services Agreement (Agreement) (Attachment A) which contains the insurance requirements. The selected firm will maintain the minimum insurance requirements during the entire time of the engagement. To confirm this requirement, within 15 days from the execution of the Agreement, the selected firm shall furnish the City satisfactory evidence of the insurance requirement and evidence that each carrier is required to give at least 30 days prior written notice of the cancellation Agreement. The City shall be named additional insured under the selected firm's policies as noted in the Agreement.

Equal Opportunity

The City of Del Mar requires all proposers to comply with equal opportunity policies. Del Mar's programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

II. DESCRIPTION OF THE CITY OF DEL MAR

The City of Del Mar was incorporated in 1959 and is a residential community with a population of approximately 4,500. Del Mar is a Charter City and encompasses approximately two square miles of coastal land. Services provided by the City include administration, community services (lifeguards), public works (utilities: water, sewer and clean water), civil engineering, planning and community development, and fire services. Building inspection and law enforcement are provided by contracted consultants.

III. DESCRIPTION OF THE PROJECT

The 17th Street Beach Safety Center Facilities Upgrade Project includes the Lifeguard Tower/Headquarters, public restrooms, beach access, jointly owned public parking spaces, and a drainage facility that cuts through a small City-owned piece of property. The project is located in the North Beach area of the City of Del Mar at Coast Boulevard, and the westerly terminus of 17th Street.

The purpose of the project is to rebuild and enlarge the lifeguard facility to adequately accommodate the Lifeguard Headquarters, upgrade/rebuild the public restrooms to ADA standards and provide adequate beach access.

History:

The 17th Street Beach Safety Center has been a project on the City's work program since 2002. In that year, funds were budgeted for this project and a RFP was issued to select an architectural consultant to work with the City to identify the needs of Community Services for the facility, to facilitate public workshops, and to complete architectural design work for the facility. The firm of Allard Jansen and Associates Architecture & Planning was chosen by the City to complete the schematic design work. Based on the input from the meeting, the concept was significantly modified and program elements were combined to better utilize space and resources. This concept was presented to the Design Review Board (DRB) on February 26, 2006. The DRB gave conditional approval with requested clarifications.

The approved conceptual drawings of the Project have been included as Attachment B. The project currently consists of an approximately 2,644 square foot lifeguard station including approximately 753 square foot of first floor lifeguard space, 762 square foot of second floor administrative office, 365 square foot of restroom/plumbing chase and 764 square foot of garage area.

IV. SCOPE OF SERVICES REQUIRED – Below is the minimum scope of work; please provide your firm's scope of work that is needed to successfully complete the project.

1. Phase I – DESIGN DEVELOPMENT

Design development shall be based on approved and signed schematic design drawings. Consultant shall coordinate to ensure that the preliminary structural, mechanical, electrical, plumbing, and material systems will interface with the design. Consultant shall prepare a complete set of design development level documents comparable to industry standards, and estimates of probable construction costs including but not limited to:

Architectural

- Attend and organize a Design Development Phase kick-off meeting with the Owner and Consultants to further develop and refine the project.
- Refine the floor plans, indicating dimensions to major building features including structural elements, architectural features, walls, toilet rooms, door locations and swing direction, window locations, drinking foundation locations, etc. Grid lines to major structural components shall also be established and indicated.
- Refine the exterior elevations including dimensions/elevations to major building elements including floor-to-plate heights, architectural features, parapets, etc.
- Develop building cross-sections to establish floor-to-plate heights and to delineate the physical attributes of the major structural elements.
- Establish the locations of the minimum required heating system.
- Develop outline specifications for all major architectural components.
- Determine all materials and design components for pricing

Structural

- Develop foundation plan indicating major foundation elements and a preliminary size of each (perimeter footings, pad footings, grade beams, etc.).
- Develop a cast-in-place 2nd floor system indicating major structural elements and their preliminary sizes and spacing (columns, slab

thickness, etc.).

- Develop roof-framing plans indicating major structural elements and their preliminary sizes and spacing (roof framing, beams and decking).
- Evaluate the geotechnical soils report to determine if there are any special subsurface conditions, which would impact the excavation and re-compaction work or the foundation design.
- Develop outline specifications for all major structural components.
- Ensure that design supports water flow onto the parking lot and not onto the neighboring property

Plumbing/Mechanical

- Determine the locations of all plumbing and mechanical equipment and provide catalog cut sheets of the selected equipment to the other disciplines and the Owner. The cut sheets shall contain, at a minimum, unit weights, physical dimensions, model numbers, capacities and efficiency ratings or the necessary information to make a decision.
- Propose and provide cut sheets of anticipated plumbing fixtures and plumbing materials (water closets, urinals, outdoor showers, lavatories, water heaters, boilers, piping materials, etc.).
- Provide design for site gas lines from new meter to building.
- Develop outline specifications for all major mechanical/plumbing components.
- Determine adequate natural ventilation to satisfy building code requirements. (Note: The building will not have a forced air heating and cooling system. Therefore, no mechanical design will be provided).

Electrical

- Develop design for all major electrical components (main service, distribution panel locations, fire alarm system, etc.).
- Coordinate the new electrical service with the local power company.
- Provide preliminary parking lot light layout with photometric calculations to determine the lighting level.
- Determine space allocation and clearance requirements for major electrical equipment.
- Develop outline specifications for all major electrical distribution system components.
- Include light fixture selections for client review and approval
- Prepare analysis of existing utilities in the public right of way.

Site Work

- Develop the design for all associated hardscape (parking lot and sidewalks) and landscape and site drainage associated with the improvements.
- Include design for seawall as shown in Attachment B (sheet 4).

2. Phase II – CONSTRUCTION DOCUMENTS

The Consultant shall develop a set of Construction Documents from the approved Design Development documents for submittal to and approval by the City of Del Mar Building Department. The Construction Documents will be developed in sufficient detail to enable the Owners/General Contractor to obtain building permits and provide necessary guidance for construction. The Construction Documents and Specifications shall fix and describe the size and character of the project as to the architectural and structural systems, materials and equipment. The drawings and specifications shall become part of the building contract and are used for the purpose of bidding and construction of the

project in accordance with all governmental agencies, building regulations and codes.

Consultant will prepare an opinion of probable construction costs to be submitted prior to completion of the construction documents.

Consultant will make a 100% plan check submittal to the City of Del Mar and Esgil Corporation and complete plan check corrections to prepare the Bid documents. Plans will be designed to the latest codes, including but not limited to all California Building Codes and all applicable codes and standards.

3. Phase III – BIDDING & NEGOTIATIONS

Not included in this agreement.

4. Phase IV – CONSTRUCTION ADMINISTRATION

Not included in this agreement.

5. ASSUMPTIONS, include but are not limited to:

- A. Owner to provide Architect with a complete list of lifeguard equipment and space requirements.
- B. Owner to provide Architect with a soils report.
- C. Owner to submit plans to the City of Del Mar's IT Consultant during design development. The Consultant will provide the Architect the space requirements and conduit runs for all equipment during the design development phase.
- D. The Owner has decided not to have a forced air heating system therefore such a design is not included in the project.
- E. This proposal does not include City processing for variances, if they are needed. These will be billed hourly as a separate contract, if needed.
- F. Please provide your firm's own list of assumptions and exclusions as it pertains to the project.

6. CONSULTANTS NEEDED. Hired by Architect; Include, but not limited to:

- A. Structural Engineer
- B. Mechanical, Electrical, Plumbing Engineer
- C. Title 24 Consultant
- D. ADA Review
- E. Civil Engineer
- F. Seawall Designer/Engineer

The City of Del Mar will provide a Soils Report. We will have our 2 as-needed Geotechnical Firms, N&M and Southern California Soils, submit proposals for the report.

V. SPECIAL CONSIDERATIONS

A. Key Dates for Proposal Evaluation and Selection

Notice of RFP

December 16, 2010

Pre-Proposal Conference

January 5, 2011

Last date for written questions on RFP	January 7, 2011 (4 p.m.)
Response date for questions to RFP	January 10, 2011
Due date for proposals (4 p.m.)	Thursday, January 13, 2011
Interviews (if desired by City)	January 17 and 18, 2011
Selected firm notified	January 19, 2011
City Council approval of contract	January 24, 2011

B. Project Schedule

The City's tentative schedule is to have approved construction documents and permitted plans completed by June 30, 2011.

C. Project Budget

A preliminary project design fee estimate has been prepared, indicating a total budget in the range of \$150,000 to \$180,000, including engineering. The contract price with the selected consultant will be a not-to-exceed (fixed) amount.

The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. Please provide a separate line item in your budget for reimbursable expenses, including printing.

D. Consultant's General Qualifications

Initial ranking of the RFP submittals will be based upon consideration of the following general requirements (in no specific order):

1. Experience specifically with lifeguard towers.
2. Significant, recent experience with projects in a similar-type setting.
3. Experience with renovation projects of small public buildings.
4. Excellent corporate, project, and individual references.
5. Demonstrated success as a leader in consensus-building efforts specifically to public projects.
6. Local firms (San Diego County) will be given a preference in this selection.

VI. SUBMITTAL CONTENT

Submittal should be organized in a clear and concise manner within a single binder. Five (5) copies should be provided. Submittals should be limited in length and not exceed 25 pages, excluding full resumes and the Statement of Economic Interest form. The format for the submittal should be as follows:

1. **Cover Letter:** Maximum of two pages serving as an Executive Summary.
2. **Firm Profile:** Provide a description of the firm, including the number of professional personnel, years in business, office location(s), organizational structure (e.g. corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.
3. **Comparable Projects and References:** Provide a description of at least three projects of a similar scope and complexity to the 17th Street Beach Safety Center, including photographs and a description of the firm's specific role in the project (e.g. design, construction documentation, contract administration).

Identify key personnel who participated in each project and describe their roles. Provide the completed construction value of the project and the estimated cost prior to bidding. Provide a reference for each project. References should be current.

4. **Key personnel:** Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and experience in past projects. In addition to this summary, full resumes should be provided.
5. **Fee Proposal:** Submit a fee proposal with itemized breakdown showing how the fee proposal was developed, including all anticipated elements, time requirements, hourly rates, etc. The fee proposal should include all services described other than reimbursable expenses. The contract price with the selected consultant will be a not to exceed (fixed) amount.
6. **Statement of Economic Interests Form:** Included as Attachment C must be signed and submitted with proposal.

VII. EVALUATION CRITERIA

At a minimum, proposals and contractor selection will be evaluated based on the following criteria:

- A. Scope of Work
 - Expressed understanding of the contemplated work.
- B. Technical Competence
 - Quality of proposed planning team leader and members. Specific experience and references of the key project personnel will be examined.
- C. Past Performance
 - Demonstrated expertise in design of municipal projects and success in achieving the goals of the client. Consultant will be asked to give details of prior comparable projects.
- D. Cost
 - Fee proposal for the project is required to be submitted in response to this RFP. The fee proposal is intended to assist the selection committee in gauging a fair and equitable fee for the services requested. The City may, at its option, negotiate and modify the scope of services with the selected firm and negotiate fee adjustments, as the City deems appropriate. The contract price with the selected consultant will be a not to exceed (fixed) amount.

VIII. OTHER CONSIDERATIONS

Clarifications

The City of Del Mar reserves the right to seek clarification of each proposal submitted. The City also reserves the right to require other evidence of technical, managerial, financial, or other abilities prior to selection.

Bidding & Construction Administration

The City reserves the right to extend and/or modify this contract for additional services and scope items, including but not limited to Bidding and Construction Administration services related to the Beach Safety Center.

Interviews

The City of Del Mar may invite one or more proposers to be interviewed on January 17 and 18, 2011 (time to be determined) at no cost to the City.

Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the terms, conditions, indemnity and insurance requirements contained in this Request For Proposal and the Consulting Services Agreement (Attachment A), unless specifically raised and noted in the proposal submitted and confirmed in the contract between the City of Del Mar and the firm selected.

The City of Del Mar reserves the right without prejudice to reject any or all proposals.

Attachments

- A. Consultant's Standard Agreement and Insurance Requirements
- B. Approved Conceptual Drawings of the 17th Street Beach Safety Center
- C. Statement of Economic Interests Form

ATTACHMENT A

Consulting Services Agreement

THIS Consulting Services Agreement ("Agreement") is made and entered into this ____ day of _____, 2011 by and between the City of Del Mar, a Charter City and a municipal corporation ("City"), and _____ ("Consultant") (collectively "Parties").

WHEREAS, The City desires to employ a Consultant to furnish _____ services ("Consulting Services") for the _____ ("Project"); and

WHEREAS, The City has initially determined that Consultant is qualified by experience and ability to perform the services desired by City, and Consultant is willing to perform such services; and

WHEREAS, Consultant will conduct all the work as described and detailed in this Agreement to be provided to the City.

NOW, THEREFORE, the Parties hereto mutually covenant and agree with each other as follows:

1. Consulting SERVICES.

1.1. Scope of Services. The Consultant shall perform the Consulting SERVICES as set forth in the written Scope of Services, attached as **Exhibit "A"**, at the direction of the City. City shall provide Consultant access to appropriate staff and resources for the coordination and completion of the Project.

1.2. Project Coordinator. The **Community Services Director** is hereby designated as the Project Coordinator for City and will monitor the progress and execution of this Agreement. Consultant shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for Consultant. _____ is hereby designated as the Project Director for Consultant.

1.3. City Modification of Scope of Services. City may order changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause a change in the Consultant's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to Consultant's compensation and/or contract time shall be made, subject to the City's approval. All such changes shall be authorized in writing, executed by Consultant and City. If such a change results in an extension of the term of this Agreement or increases the maximum amount to be paid under this Agreement, no such change shall have any force or effect unless an amendment to this Agreement is approved by the City Council.

2. DURATION OF Agreement.

2.1 Term, Time for Performance. This Agreement shall commence on _____ and shall expire on _____. The time for performance of the Scope of Services is set forth in the Time Schedule, attached as **Exhibit "B"**. Time is of the essence in the performance of work under this Agreement, unless otherwise specified in this Agreement.

2.2 Delay. Any delay occasioned by causes beyond the control of Consultant may merit an extension of time for the completion of the Scope of Services. When

such delay occurs, Consultant shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the Consulting Services when justified by the circumstances provided that no extension of time shall be granted which would extend the time for performance beyond the date specified in **section 2.1** above.

2.3 City's Right to Terminate for Default. Should Consultant be in default of any covenant or condition hereof, City may immediately terminate this Agreement for cause if Consultant fails to cure the default within 10 (10) calendar days of receiving written notice of the default.

2.4 City's Right to Terminate without Cause. Without limiting its rights in the event of Consultant's default, City may terminate this Agreement, without cause, by giving written notice to Consultant. Such termination shall be effective upon receipt of the written notice. Consultant shall be compensated for all effort and material expended on behalf of City under the terms of this Agreement, up to the effective date of termination. All personal property remaining in City facilities or on City property thirty (30) days after the expiration or termination of this Agreement shall be, at City's election, considered the property of City.

3. COMPENSATION.

3.1. Total Amount. The total cost for all work described in the Scope of Services shall not exceed \$_____. Consultant shall bill the City for work provided and shall present a written request for such payment monthly.

3.2. Additional Services. City may, as the need arises or in the event of an emergency, request additional services of Consultant. Should such additional services be required, City and Consultant shall agree to the cost prior to commencement of these services and authorization for such additional costs shall be obtained in accordance with **section 1.3** above.

4. INDEPENDENT CONTRACTOR. Consultant is, for all purposes arising out of this Agreement, an independent contractor. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, Consultant being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. STATEMENT OF EXPERIENCE. Consultant agrees that it has the financial resources, service experience, completion ability, personnel, and experience in dealing with public agencies necessary for performing the Scope of Services and that such performance shall be in accordance with the standards customarily adhered to by an experienced and competent Consultant using the degree of care and skill ordinarily exercised by reputable Consultants practicing in the same field of service in the State of California. By executing this Agreement, Consultant represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to City.

6. AUDIT OF RECORDS.

6.1. At any time during normal business hours and as often as may be deemed necessary the Consultant shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and shall permit City to audit, examine and/or reproduce such records. Consultant shall retain such

financial and program service records for at least four (4) years after termination or final payment under this Agreement.

6.2. The Consultant shall include the City's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

7. CONFIDENTIALITY. All Consulting services performed by Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to Consultant, at the time that it was disclosed to Consultant by the City, (b) subsequently becomes publicly known through no act or omission of Consultant or (c) otherwise becomes known to Consultant other than through disclosure by the City. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the City. The sole purpose of this section is to prevent disclosure of City's confidential and proprietary information by Consultant or subcontractors.

8. CONFLICTS OF INTEREST.

8.1. Consultant shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Consultant has a financial interest as defined in Government Code § 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the City.

8.2. Consultant shall comply with all of the reporting requirements of the Political Reform Act. The Consultant shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

8.3. If, in performing the Consulting Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

9. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by Consultant under this Agreement shall be considered the property of City. Consultant shall be permitted to reference and use said materials for use in future studies, work, and marketing so long as said materials are considered "public documents" and are not subject to attorney-client privilege, or the subject of pending closed or executive session discussions.

10. INSURANCE

10.1. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by the Consultant, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the City's Risk Manager.

10.2. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement.

10.3. Types and Amounts Required. Consultant shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

10.3.1. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of **\$1,000,000** per occurrence and subject to an annual aggregate of **\$2,000,000**. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

10.3.2. Commercial Automobile Liability. For all of the Consultant's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of **\$300,000** per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

10.3.3. Workers' Compensation. For all of the Consultant's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum **\$1,000,000** employers' liability coverage. The Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

10.3.4. Consulting Liability. Consulting liability (errors and omissions) coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate. The Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

10.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the Consultant and must be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10.5. Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

10.5.1. The City, its officers, officials, employees, and representatives shall be named as additional insureds. The City's Additional Insured status must be reflected on additional insured endorsement form which shall be submitted to the City.

10.5.2. The policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

10.6. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this Section 5. The endorsement should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

11. INDEMNIFICATION. Consultant agrees to indemnify, defend, and hold harmless the City, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the Consultant, its employees, agents, and subcontractors performance of services under this Agreement. Consultant's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the City or its elected officials, officers, agents, and employees. Consultant's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The Parties expressly agree that any payment, attorney's fees, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

12. SUBCONTRACTORS.

12.1. The Consultant's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the Project is subject to prior approval by the City.

12.2. All contracts entered into between the Consultant and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. The Consultant shall require the subcontractor to obtain all policies described in section 10 of this Agreement in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.

12.3. In any dispute between the Consultant and its subconsultants, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Section 11 of this Agreement should the City be made a party to any judicial or administrative proceeding to resolve any such dispute or should the City incur any costs in responding to third-party discovery requests.

13. NON-DISCRIMINATION. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall Consultant discriminate against any qualified individual with a disability. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places

available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

14. NOTICES. All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted below.

City Manager
City of Del Mar
1050 Camino del Mar
Del Mar, CA 92014

If to Consultant:

15. ASSIGNABILITY. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated or sub-contracted, without the express written consent of the City.

16. RESPONSIBILITY FOR EQUIPMENT. City shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Consultant or any of Consultant's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to Consultant by City. The acceptance or use of any such equipment by Consultant, Consultant's employees, or subcontractors shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

17. CALIFORNIA LAW; VENUE/MISC. This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. Consultant hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

18. COMPLIANCE WITH LAWS. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement.

19. Consultant's CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986. Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Agreement.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

21. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless agreed to in writing by both Parties.

22. NO WAIVER. No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

23. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

24. DRAFTING AMBIGUITIES. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

25. LEGAL FEES. In the event of the bringing of any action or suit by either party hereto against the other party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, or arising out of any tortious conduct by either party incident to this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees. In any action or suit brought to enforce this Agreement, the damages available shall be limited to specific performance or other such equitable relief that the court may order.

26. CONFLICTS BETWEEN TERMS. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

27. EXHIBITS INCORPORATED. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

28. SIGNING AUTHORITY. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

(Signatures follow on next page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

City of DEL MAR,
a municipal corporation

a corporation

By: _____

Karen P. Brust, City Manager

Its: _____

ATTEST:

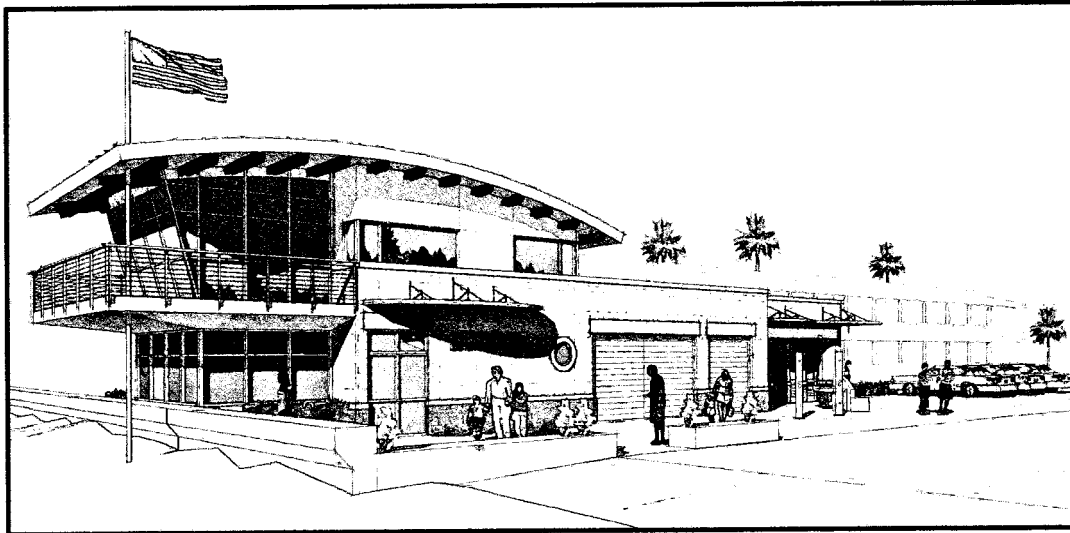
Mercedes Martin, City Clerk

APPROVED AS TO CONTENT:

Mark Delin, Assistant City Manager

APPROVED AS TO FORM:

Leslie Devaney, City Attorney



PROJECT DESCRIPTION SHEET INDEX

The City released the project by conducting two community outreach meetings in July and September of 2006, and several more on other meetings with the area property owners. The community surrounding the project was notified of these meetings, including property owners and residents to the east of the project, whose views could be affected with the proposed facility. As a result of the legal notified at these meetings and at individual meetings with some of the area property owners to the east, the design of the Beach Safety Center was altered to the north to increase the quality of the coastal view. Through the community outreach process, the design for the Beach Safety Center resulted in modifications and refinements of the plan.

The proposed project includes the replacement of the existing Lifeguard Headquarters with a new building approximately 5,000 SF in size. The upgraded Beach Safety Center will be located slightly north of the existing building, with a slightly larger building to allow for additional public rest rooms and showers. The new two-story building will be 20 feet in height which is the same as the existing Lifeguard Headquarters. Construction materials for the new building will include a metal type steel roof, exposed concrete masonry wall and steel windows. Sustainability and environmental issues were researched and the major focus of the project was to utilize durable materials that had low maintenance and long term resilience.

The new Beach Safety Center will increase the number of public rest rooms from four stalls to six including public rest rooms and shower stalls will be designed to meet Americans with Disabilities Act (ADA) standards. Additional improvements include the construction of a new sea wall to replace the existing lawn and to be located at the nearby edge of the existing Lifeguard Headquarters. The sea wall will extend approximately 100 feet in length. The city has an existing agreement with the adjacent Del Mar hotel owners to allow the extension of the sea wall.

SHEET NO.	TITLE
01	TITLE SHEET
02	PROPOSED SITE / LANDSCAPE PLAN
03	EXISTING TOPOGRAPHICAL MAP
04	PROPOSED TOPOGRAPHICAL MAP
05	FIRST FLOOR PLAN
06	SECOND FLOOR PLAN
07	BUILDING ELEVATIONS
08	BUILDING SECTIONS
09	ROOF PLAN

PROJECT TEAM

CLIENT	
CITY OF DEL MAR	TEL: 602.762.8013
1000 CAMINO DEL MAR	DEL MAR, CA 92014
CONTACT: PET VERBUR	E-MAIL: pete@delmarcity.org

ARCHITECT	
ALLARD JANSEN & ASSOCIATES	TEL: 619.438.8880
4124 SANABAY AVE., SAN DIEGO, CA 92115	DEL MAR, CA 92014
CONTACT: ALLARD JANSEN	E-MAIL: allard@allardjansen.com

CIVIL ENGINEER	
PASCO ENGINEERING	TEL: 602.666.9015
ONE BRIDGES HIGHWAY 156, STE # A	DEL MAR, CA 92014
CONTACT: JUSTIN BUTLER	E-MAIL: jbutler@pascoengineering.com

LANDSCAPE CONSULTANT	
ELL YOUNG	TEL: 602.666.9015

VICINITY MAP

PROJECT SUMMARY

EXISTING LIFEGUARD STATION	LESS THAN 1,000 SF
PROPOSED LIFEGUARD STATION	
FIRST FLOOR	700 SF
SECOND FLOOR	100 SF
REST ROOMS / PLUMBING CHASE	300 SF
TOTAL SANITABLE AREA	1,000 SF
PARKING AREA	700 SF
TOTAL GROSS FLOOR AREA	1,700 SF
EXISTING PARKING	10 SPACES
PROPOSED PARKING	10 SPACES
TOTAL NUMBER OF PARKING SPACES LOST	0 SPACES

SITE DATA

THE PROJECT IS SITED IN A RIGHT-OF-WAY. THIS IS NOT A PARCEL.

A.P.N.	NOT APPLICABLE
ZONE	BEACH COMMERCIAL (BC)
USE	VENTURE COMMERCIAL (VC)

LOT COVERAGE	NOT APPLICABLE
F.A.S.	NOT APPLICABLE

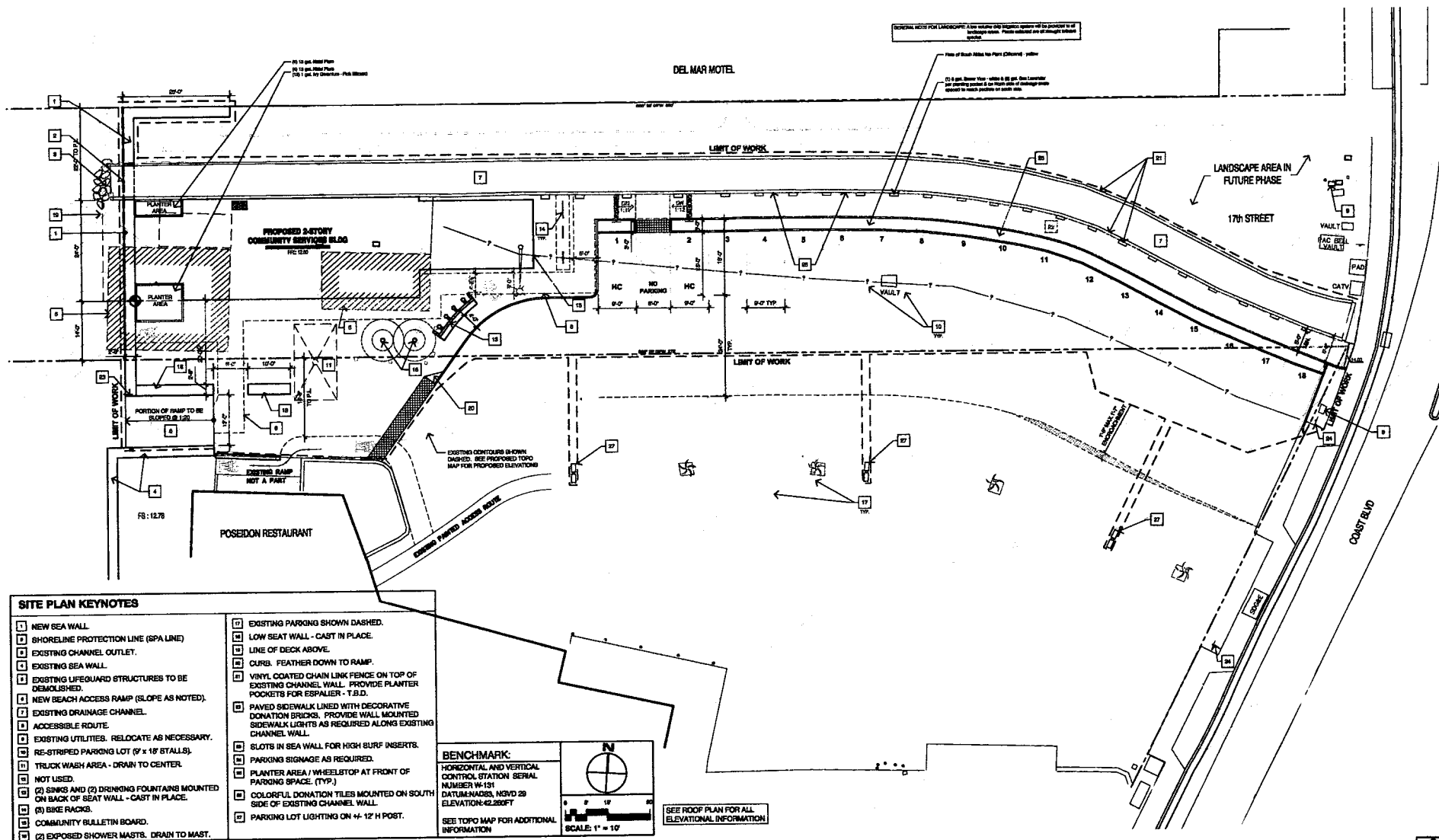
DEL MAR BEACH SAFETY CENTER 17th STREET END FACILITIES - DEL MAR, CALIFORNIA

INITIAL DRB SUBMITTAL JANUARY 25, 2006
REVISED DRB SUBMITTAL MAY 01, 2009

TITLE SHEET

SHEET 1 OF 9





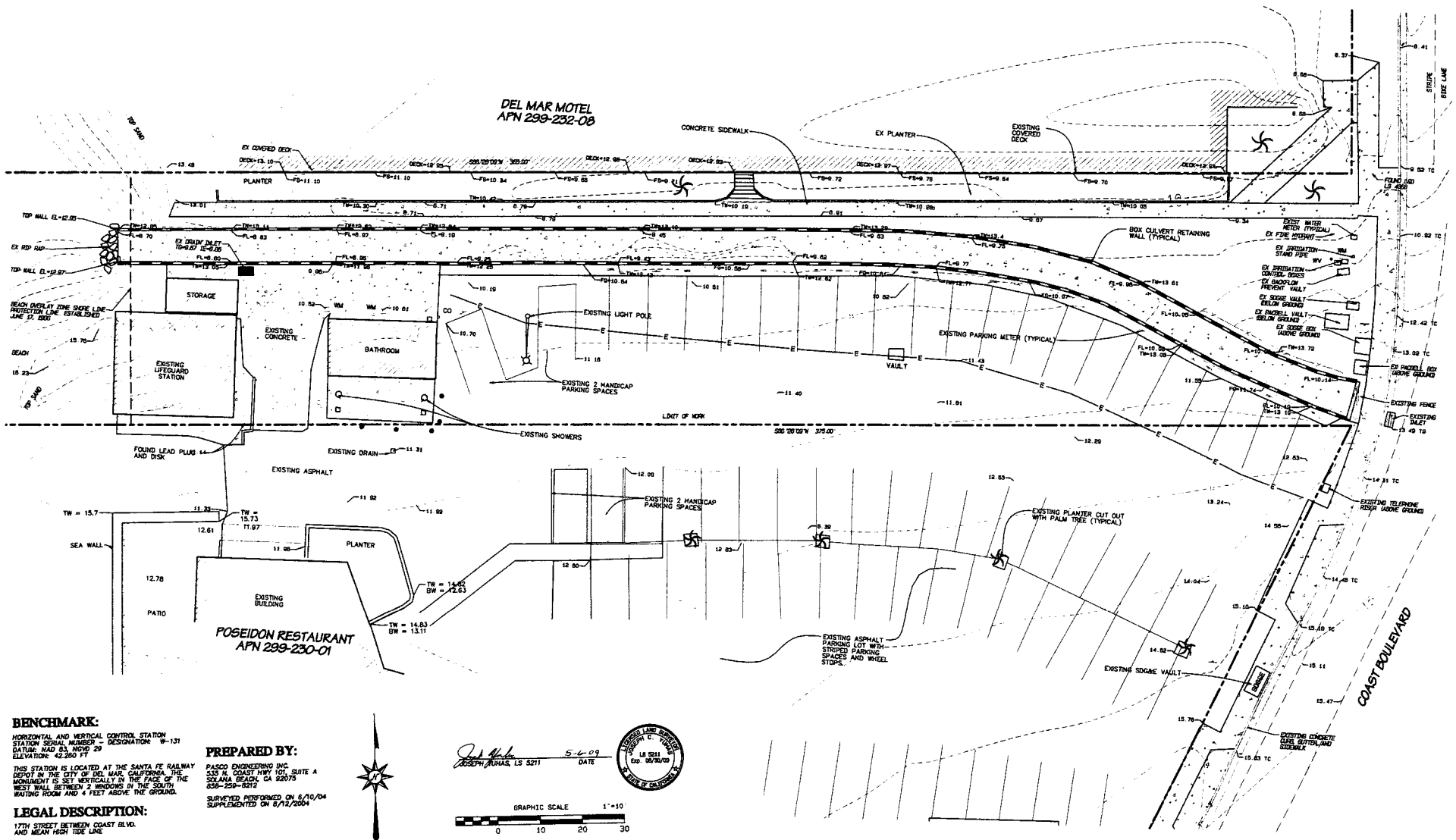
DEL MAR BEACH SAFETY CENTER **17th STREET END FACILITIES - DEL MAR, CALIFORNIA**

PROPOSED SITE PLAN / LANDSCAPE PLAN

INITIAL DRB SUBMITTAL JANUARY 25, 2006
 REVISED DRB SUBMITTAL MAY 01, 2009

SHEET **2** OF 9

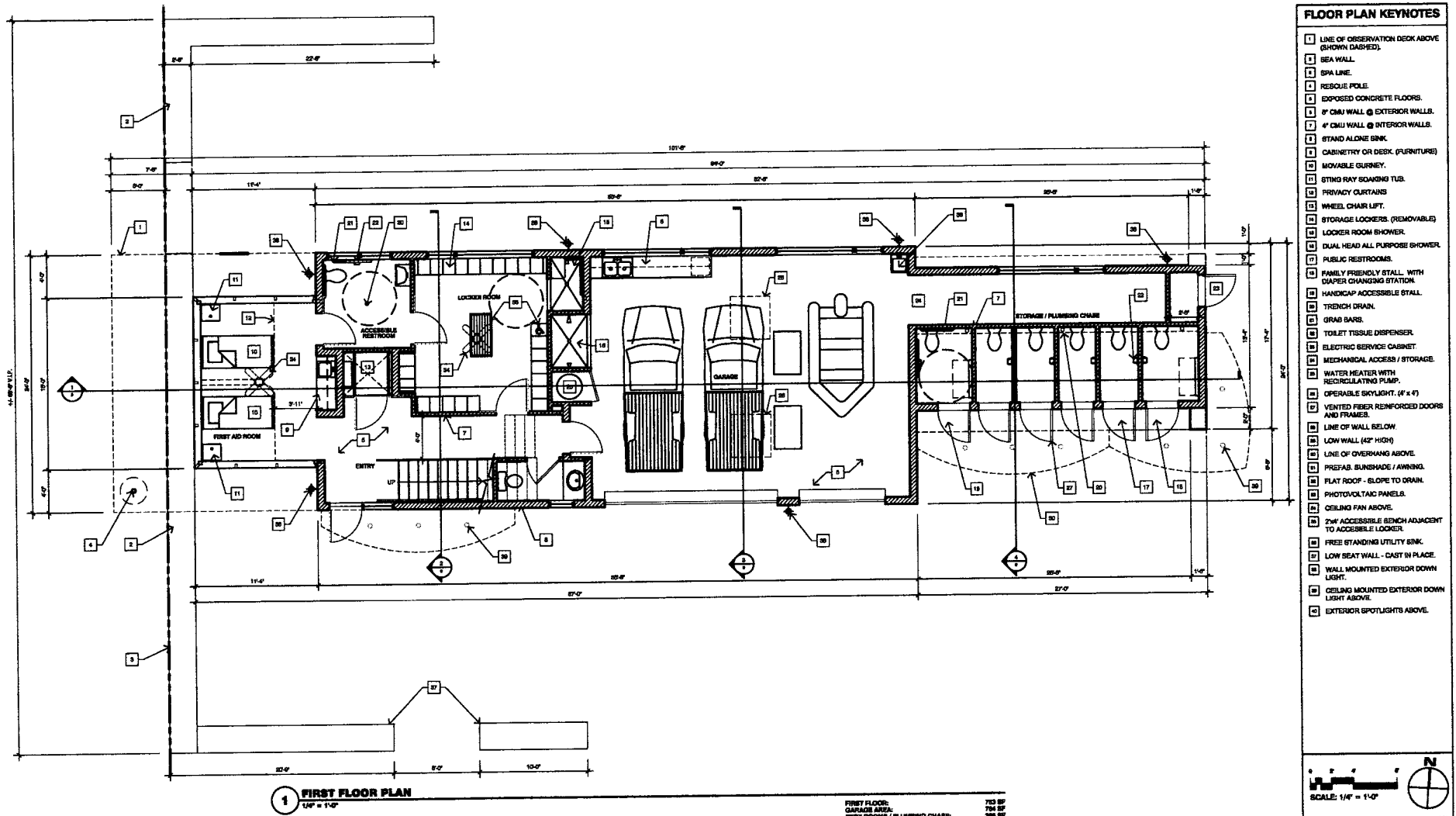




DEL MAR BEACH SAFETY CENTER **17th STREET END FACILITIES - DEL MAR, CALIFORNIA**

EXISTING TOPOGRAPHICAL MAP
DRB SUBMITTAL - MAY 01, 2009
SHEET 3 OF 9





DEL MAR BEACH SAFETY CENTER

17th STREET END FACILITIES - DEL MAR, CALIFORNIA

FIRST FLOOR PLAN

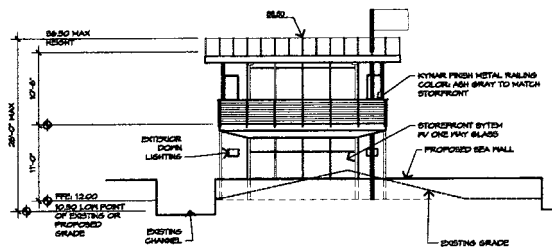
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REVISED DRB SUBMITTAL MAY 01, 2009

SHEET

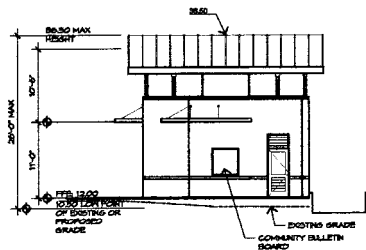
5

OF 9

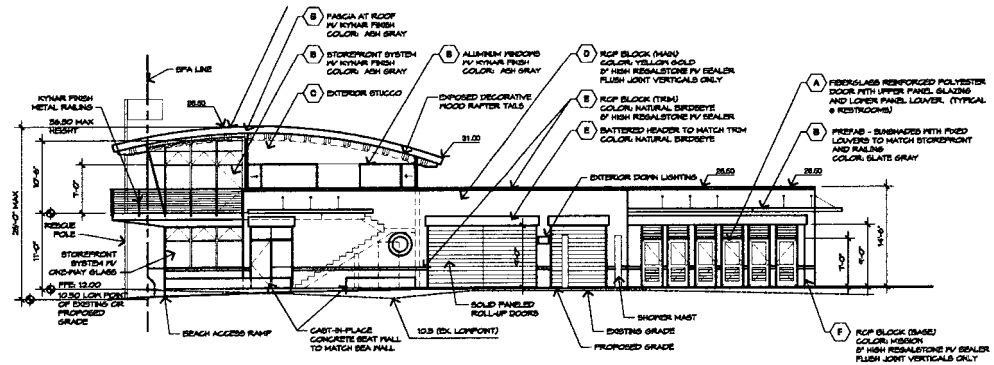




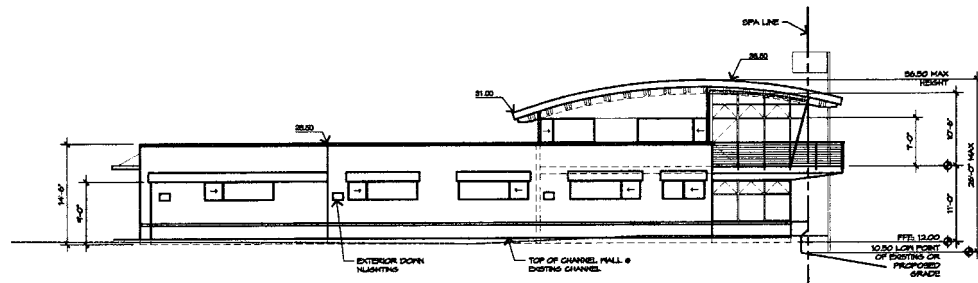
2 WEST ELEVATION
1/8" = 1'-0"



4 EAST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"



3 NORTH ELEVATION
1/8" = 1'-0"

BENCHMARK:
HORIZONTAL AND VERTICAL
CONTROL STATION SERIAL
NUMBER W-131
DATUM: NAD83, NGVD 29
ELEVATION: 42.280 FT
SEE TOPO MAP FOR ADDITIONAL
INFORMATION

DEL MAR BEACH SAFETY CENTER

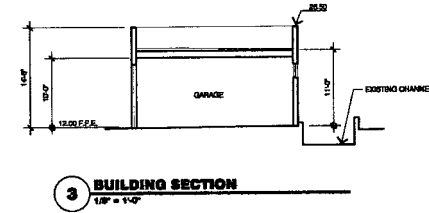
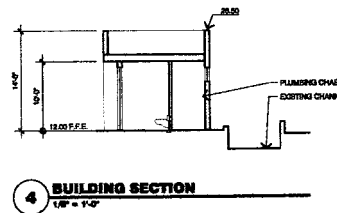
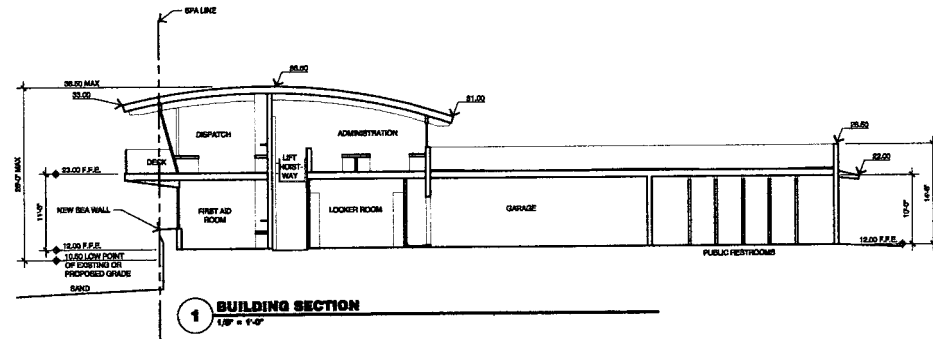
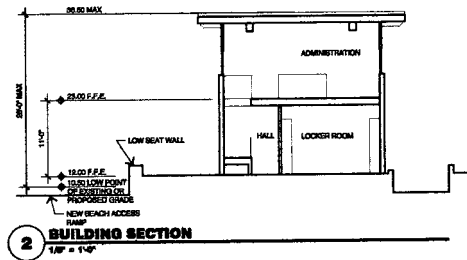
17th STREET END FACILITIES - DEL MAR, CALIFORNIA

BUILDING ELEVATIONS

INITIAL DRB SUBMITTAL JANUARY 25, 2006
REVISED DRB SUBMITTAL MAY 01, 2009

SHEET **7** OF 8





DEL MAR BEACH SAFETY CENTER

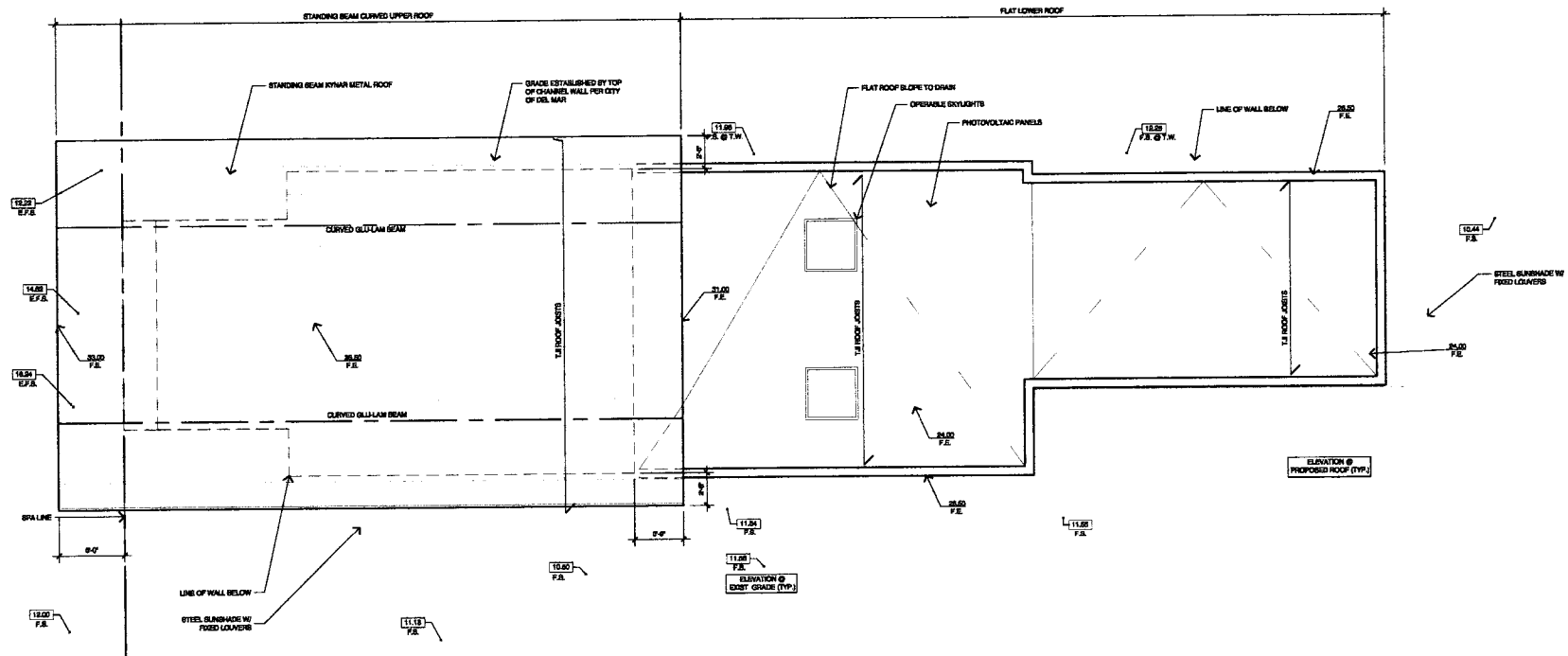
17th STREET END FACILITIES - DEL MAR, CALIFORNIA

BUILDING SECTIONS

INITIAL DRB SUBMITTAL JANUARY 25, 2006
REVISED DRB SUBMITTAL MAY 01, 2009

SHEET **8** OF 9





1 ROOF PLAN
1/4" = 1'-0"



DEL MAR BEACH SAFETY CENTER

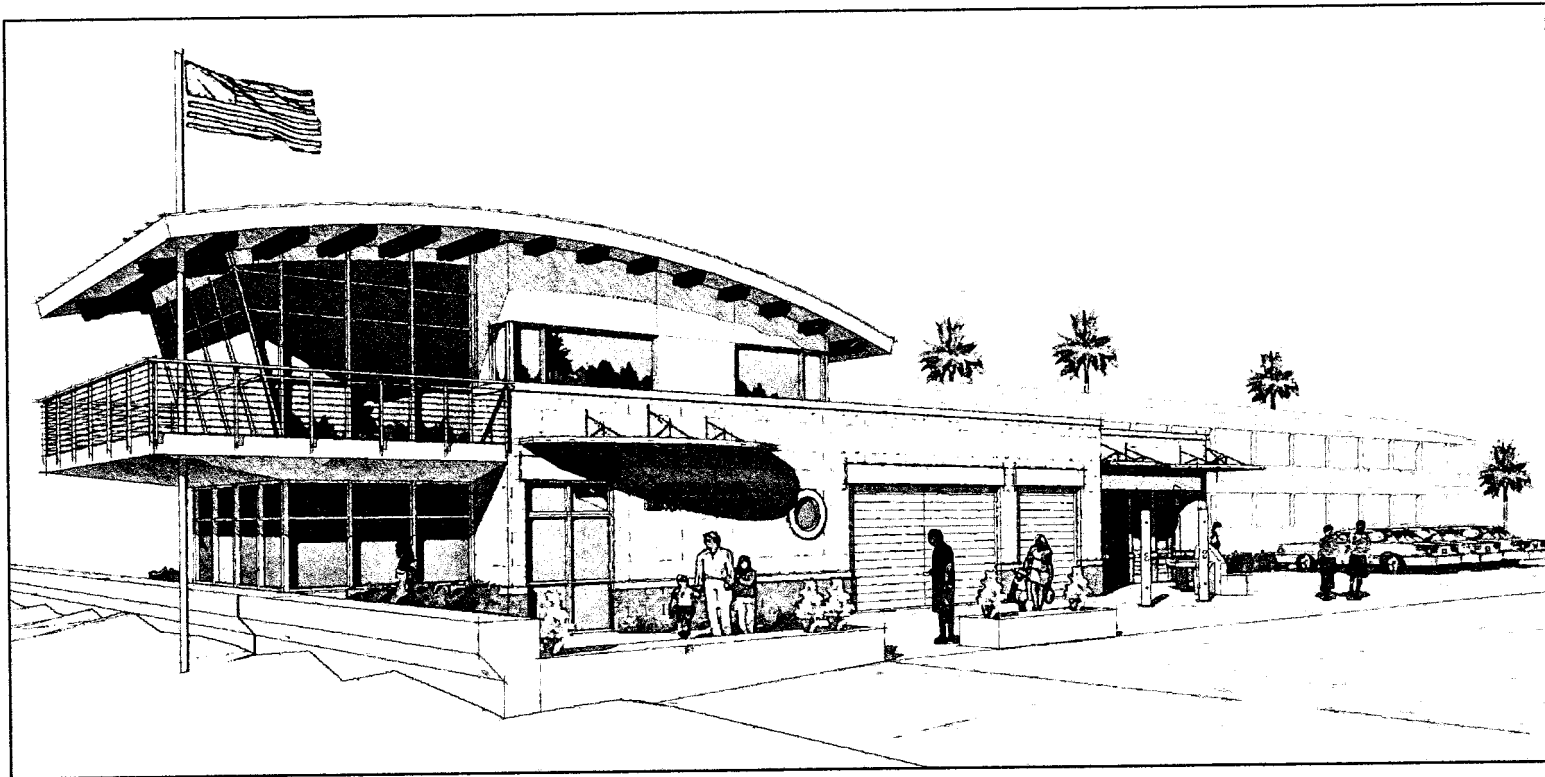
17th STREET END FACILITIES - DEL MAR, CALIFORNIA

ROOF PLAN

INITIAL DRB SUBMITTAL JANUARY 25, 2006
REVISED DRB SUBMITTAL MAY 01, 2009

SHEET **9** OF 9





DEL MAR BEACH SAFETY CENTER

17th STREET END FACILITIES - DEL MAR, CALIFORNIA

PERSPECTIVE VIEW

INITIAL DRB SUBMITTAL JANUARY 25, 2006
 REVISED DRB SUBMITTAL MAY 01, 2009

SHEET

OF 9



ATTACHMENT C

STATEMENT OF ECONOMIC INTERESTS

RFP NO. 2010-04

Conflict of Interest and Political Reform Act Obligations.

During the term of this Agreement, Professional shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the City of Del Mar. The Professional shall disclose any work planned for the 22nd District Agricultural Association which may pose a conflict in association with work on planned projects or the Master Plan process or document preparation. Professional shall at all times comply with the terms of the Political Reform Act, Government Code §1090 *et seq.* and the local conflict of interest ordinance. Professional shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Professional has a financial interest as defined in Government Code Section 87103. Professional represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the City. Professional shall comply with all of the reporting requirements of the Political Reform Act and local ordinance. "Professional" means an individual who, pursuant to a contract with a state or local agency:

- (A) Makes a governmental decision whether to:
 - 1. Approve a rate, rule or regulation;
 - 2. Adopt or enforce a law;
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - 4. Authorize the City to enter into, modify or renew a contract provided it is the type of contract that requires Agency approval;
 - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 - 6. Grant City approval to a plan, design, report, study, or similar item;
 - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

DISCLOSURE DETERMINATION

1 Professional will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure is required.

2 Professional will be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. As a result, Professional shall be required to file a Statement of Economic Interest with the City Clerk of the City of Del Mar in a timely manner as required by law.

SIGNATURE OF PROFESSIONAL

This document is signed by an individual clearly authorized to bind the Professional.

Signature _____

Print Name: _____

Title: _____