

CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
IDS GROUP, INC.

THIS AGREEMENT is made and entered into this 1st day of August, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and IDS GROUP, INC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform engineering services for the design of Costa Mesa Police Department and Fire Station 4 emergency backup generators, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Ninety Seven Thousand Two Hundred and Twenty Nine Dollars (\$97,229.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests

and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Twenty Four (24) months, ending on August 1st, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings,

and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and

agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IDS Group, Inc.  
1 Peters Canyon Road, Suite 130  
Irvine, CA 92606  
Tel: (949) 387-8500  
Fax: (949) 387-0800  
Attn: Rob O'Neil

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5335  
Fax: (714) 754-5028  
Attn: Baltazar Mejia

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance

shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or 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, defend, and hold harmless 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.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this

Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this

Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor of the City of Costa

Date: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

DEPARTMENT HEAD APPROVAL

\_\_\_\_\_  
Director of Public Services

Date: \_\_\_\_\_

INTERIM FINANCE DIRECTOR

\_\_\_\_\_  
Stephen Dunivent

Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

**REQUEST FOR PROPOSALS FOR  
PROFESSIONAL ENGINEERING SERVICES FOR  
DESIGN OF THE COSTA MESA POLICE DEPARTMENT AND FIRE STATION 4 EMERGENCY  
BACKUP GENERATORS  
99 FAIR DRIVE, COSTA MESA, CA 92626 AND 2300 PLACENTIA AVE, COSTA MESA, CA  
92627**

**I. INTRODUCTION**

The City of Costa Mesa is requesting proposals for professional engineering services for the design of the Costa Mesa Police Department (CMPD) and Costa Mesa Fire Department (CMFD) Fire Station 4 (FS4) Emergency Backup Generators. This project includes the design and preparation of construction documents for replacing the existing generator(s) with a new diesel generator, removal and disposal of the existing generator(s), permitting of the new generator, construction support services, and other associated work.

**BACKGROUND**

The existing CMPD and CMFD FS4 Emergency Backup Generators are old and undersized to handle current and future loads. The generators cannot provide enough power to operate the CMPD and CMFD FS4 facilities under a full load during a catastrophic emergency. The new generators need to be capable of supplying full load during emergencies as these facilities are critical operation centers.

The City of Costa Mesa is seeking a design consultant (licensed engineering firm) with a strong background in the design of this type of facility. The selected consultant will be responsible for the completion of construction documents and permits from all agencies necessary to construct these improvements.

A mandatory pre-bid site walk has been scheduled for February 26, 2016 at 10 AM at 99 Fair Drive, Costa Mesa, CA 92626.

**A. General Goals:**

The goals for this project are as follows:

1. Meet with City staff to define and clarify the work plan and project elements.
2. Removal and disposal of the existing generator system(s).
3. Review and upgrade existing electrical panels and switchgear to allow the new generator(s) to function automatically.
4. Determine the proper size of the new generator(s) based on current and anticipated demands.
5. Design of a concept site plan for the new generator system(s).
6. Prepare a high quality set of Plans & Specifications and associated as-builts.
7. Provide staff support during bid phase, respond to RFIs.
8. Provide staff support during construction phase, review submittals, and respond to RFIs.

**B. Minimum Consultant Qualifications:**

The key project staff furnished by the consultant and sub-consultants must have at least five years' experience on similar type projects. All consultants responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, demonstrated competence, ability to meet the project schedule, adequate staffing, and understanding of the project and responsiveness to the needs and concerns of the City of Costa Mesa.

## II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 20 pages (excluding front and back covers, section dividers, and resumes) and include the following:

- A. Project Understanding - provide a brief review of the project and any suggestions you might have to expedite the project or special concerns of which the City should be advised.
- B. Work Plan - define the project approach and scope, team assignments, and products/deliverables.
- C. Schedule - provide a detailed schedule indicating stages of work, time frames and milestones using the Critical Path Method (CPM). Deliverable milestones should include submittals and City review at 30%, 60%, 90% and 100% progress levels.
- D. An organization chart and staffing plan identifying personnel on this project, with a brief resume on each individual (two pages max per person).
- E. A listing of similar projects that your firm has completed.
- F. Compliance with the Professional Services Agreement (PSA) requirements (see attached PSA).
- G. Fee proposal in a separately sealed envelope containing the following:
  - 1. Cover letter stating the total lump sum fee.
  - 2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks and number of hours assigned for specific personnel, along with their hourly rates. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.
  - 3. In addition, the consultant is requested to include an amount of **\$5,000** in the fee schedule for the project as a contingency to be used only as directed in writing by the City's PM.
- H. Submittal of three (3) duplicate proposals.

## III. CONSULTANT SELECTION COMMITTEE

The City of Costa Mesa Public Services Department has established a Consultant Selection Committee consisting of at least four members who have acted in the capacity of Project Manager. The consultant Selection Committee will evaluate the consultant on their ability to:

- A. Produce a well-engineered set of PS&E that will result in a minimum number of construction contract change orders.
- B. Produce a detailed set of construction documents which reflect field conditions and incorporate City standards as well as applicable codes and building requirements.
- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.

- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.

#### **IV. ESTABLISHMENT OF FEES**

The fee proposal will not be opened until the Proposal Selection Committee has evaluated the Consultants' proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

#### **V. PROFESSIONAL SERVICES AGREEMENT**

- A. A sample of Professional Services Agreement is enclosed for your review (Exhibit A). The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.
- B. No reduction of professional services as stated in both the City's RFP and the consultant's submitted proposal will be allowed.

#### **VI. INSURANCE REQUIREMENTS**

A certificate of insurance is enclosed for your reference (Exhibit B). Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive, worker's compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

#### **VII. SCOPE OF CONSULTANT SERVICES**

The preparation of final drawings, specifications and estimates, and utility coordination shall conform to City standards. Plans shall be produced on standard 24" x 36" sheets at an appropriate scale for the work involved and saved in AutoCAD 2014 dwg format. Final plans shall be provided on 4 mil erasable Mylar per the City standards. Consider the following:

- A. Design a system to meet the police department's current and future needs.
- B. Utilities and Agency Coordination - Perform all necessary research to establish precise location of all utilities in conflict with location of work. This includes coordination with Southern California Edison and the City's Building Division.
- C. Complete project contract documents and special provisions in a format consistent with current City projects and guidelines and in compliance with Title 24.
- D. The Consultant will be requested to review and approve addenda and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting, and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design. A sub-line item fee for "Construction Technical Support" may be included under this phase, to be included within the scope of work at the discretion of the City, contingent on fee and services.
- E. For construction budgeting purposes, submit to the City preliminary construction estimates with PS&E submittals at 60% and 90% completion, and any significant updates of the estimates as design work progresses. Prepare the final detailed construction quantity and cost estimate. Plans and specifications shall be signed and stamped by the Consultant

before submitting.

- F. Conduct a field walk-through with the City during the first and second PS&E submittal.
- G. Prepare and submit a Resident Engineer's file containing, at a minimum, final construction quantities and cost estimates, utility file, and all relative project information.
- H. The selected Consultant shall include items not specified as necessary to achieve completion and approval of the final design plans, specifications and estimates.

#### VIII. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for providing all available maps, plans, reports, and records on file with the City.

#### IX. QUALITY ASSURANCE/QUALITY CONTROL

Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project. Project Design meetings shall be held once a month, at a minimum. The consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials.

**NOTE:** All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City upon completion of design. Ten percent (10%) of the total contract fee will be withheld until the final PS&E, Resident Engineers File, and all project documents are submitted in acceptable form to the City.

#### X. CONTRACT CHANGES

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing prior** to commencement of actual change in work. No fee adjustment will be allowed unless said **prior** approval is authorized exclusively **in writing** by the City, without exception.

#### XI. RIGHT TO REJECT PROPOSALS

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this request for proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by respondent. The City will provide only the staff assistance and documentation specifically defined to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by a respondent. All proposals submitted to the City of Costa Mesa in response to this request for proposals shall become the property of the City.

#### XII. SUMMARY

Enclosed is the City of Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and

endorsement requirements are stated within the enclosed documents. Should your firm be interested in submitting a proposal for this project, please forward to the City of Costa Mesa, Public Works Department, 4th Floor, City Hall, **on or before 3:00 p.m., March 1, 2016**. If additional information is required, please contact Mark Marcacci at (714) 754-5248, or email at: [mark.marcacci@costamesaca.gov](mailto:mark.marcacci@costamesaca.gov).

**EXHIBIT B  
CONSULTANT'S PROPOSAL**

June 2, 2016

**City of Costa Mesa**

Attention: Mr. Dan Garcia, PE, REA, CPP  
77 Fair Drive, 4<sup>th</sup> Floor  
Costa Mesa, CA 92628

**SUBJECT: Proposal to Provide Professional Engineering Services for the Design of the Costa Mesa Police Department and Fire Station 4 Emergency Backup Generators**

Dear Mr. Garcia and Members of the Selection Committee:

IDS Group (IDS) is an **award-winning multidiscipline** engineering and architectural consulting firm with proven experience in providing engineering design services to public agencies at the federal, state, and local levels, as well as private entities.

IDS has provided consulting services for the design and construction of numerous projects to renovate and replace generators for existing buildings. The services provided include site investigations, calculations, and analysis to determine the most appropriate and cost effective replacement systems, which can utilize the existing electrical systems to the greatest extent possible so as to reduce construction costs.

IDS' strengths include:

- We have **extensive experience** in the survey, assessment and evaluation of electrical systems for more than 250 public projects during the last five years including the design, reconstruction, and modernization.
- We have expertise in the application of various codes and guidelines, including California Code of Regulations (CCR), Title 24 and ASHRAE Std. 90.1 Energy Code. IDS Group routinely participates in Code committees and setting new regulations.
- Our **Project Manager, Mr. Robin (Rob) O'Neil**, has over 30 years of Electrical Engineering experience in commercial, municipal lighting and utility infrastructure projects. Recently, Rob provided engineering services for the Los Angeles Air Force Base that included four (4) new 750-KW diesel back-up generators.
- The IDS team has performed as the prime, or sub-consultant, on similar projects for numerous clients including County of Orange, Orange County Sanitation District, City of Santa Ana, City of Fullerton, Inland Empire Utilities Agency, and Eastern Municipal Water District.
- All our team members are well qualified, with proven relevant and diverse experience providing consulting services to public clients.
- Our firm has been **honored with numerous awards** including Engineering Project Achievement Award Orange County Engineering Council, United States Department of Energy: Award for Energy Innovation, Southern California Edison Design for Excellence and Several Awards from the Department of the Navy.

We thank you for the opportunity to submit this proposal and look forward to a favorable response from you. Please do not hesitate to call Rob at 949.387.8500 should you have any questions.

Sincerely,

**IDS Group, Inc.**

A handwritten signature in blue ink, appearing to read "Rob O'Neil", with a long horizontal stroke extending to the right.

Robin (Rob) O'Neil, PE  
MEP Principal



## Table of Contents

|  |    |
|--|----|
| Cover Letter                                     |    |
| Project Understanding.....                       | 3  |
| Work Plan.....                                   | 4  |
| Project Schedule.....                            | 7  |
| Firm Profile/ Project Team.....                  | 9  |
| <i>Organizational Chart</i> .....                | 10 |
| <i>Resumes</i> .....                             | 11 |
| Similar Projects.....                            | 17 |
| References.....                                  | 21 |
| Professional Services Agreement Compliance ..... | 22 |
| Fee Proposal.....                                | 23 |



## Project Understanding

The City of Costa Mesa is requesting proposals for professional engineering services for the design of the Costa Mesa Police Department (CMPD) and Costa Mesa Fire Department (CMFD) Fire Station 4 (FS4) Emergency Backup Generators.

This project includes the design and preparation of construction documents for the replacement of the existing 250-kW, 277/480-V., 3Ph., 4-W standby diesel generator with new (size to be determined) to accommodate existing and future electrical loads. The generator backs up the entire building electrical service. The current transfer switch configuration consist of one (1) 600 Amp Automatic Transfer Switch (ATS) and one (1) Manual Transfer Switch (MTS). We understand the City request that the two transfer switches be combined into one ATS and that the existing generator currently resides in the building basement with a new proposed location shall be in the staff parking lot adjacent to the central plant.

IDS will evaluate the existing main electrical service for possible replacement, which will include load readings, an infrared scan to determine capacity for future loads and integrity of equipment.





## Work Plan

IDS plans to work closely with the City to provide the required design in the most timely and cost effective manner, arranged and tailored around the schedule, needs and concerns of the City and the building users. We are accustomed to this arrangement and also to delivering on time-sensitive projects such as this.

We understand that a successful project must not only be well planned and staffed, but also include timely response to the client and project needs. Rob will ensure that the City is regularly informed of our adherence to the project schedule through appropriate and efficient communication including special meetings, phone calls and / or emails.

By utilizing our diverse in-house staff for specific aspects of the work, we will be best able to control the project execution and delivery. We have assembled our team to match the special capabilities of our staff and / or consultants with the technical and schedule requirements of the project. The paragraphs below describe our work plan for these projects.

### Costa Mesa Police Department (CMPD) Site

#### 1. Project Description

Replace the existing 250-kW, 277/480-V., 3-Ph., 4-W standby diesel generator with new (size to be determined) to accommodate existing and future electrical loads. The generator backs-up the entire building electrical service. The current transfer switch configuration consist of one (1) 600 Amp Automatic Transfer Switch (ATS) and one (1) Manual Transfer Switch (MTS). The City requests that the two transfer switches be combined into one ATS. The existing generator currently resides in the building basement. The new proposed location shall be in the staff parking lot adjacent to the central plant.



In addition, the City has requested that the existing main electrical service be evaluated for possible replacement. This evaluation and study would include load readings and an infrared scan to determine capacity for future loads and integrity of equipment.

#### 2. Project Scope-of-Work

Our scope-of-work will consist of the following:

- a. IDS will provide design and engineering services to replace an existing 250-kW standby diesel generator- with a new appropriate sized generator and appropriate transfer switch, review maintenance records, as-builts, investigate the existing conditions of the site and confirm size, condition, rating and arrangement of the existing electrical equipment and power distribution system.
- b. Specify all of the existing generator equipment to be removed and disposed of by the contractor except that which the City of Costa Mesa may retain salvage rights to certain equipment if so desired.
- c. IDS will evaluate the existing emergency electrical distribution system and normal power interface, check the adequacy of the existing equipment, propose new emergency equipment, and make the necessary design changes to the electrical system to achieve the required connections for capacity of the new generator unit.



- d. IDS structural engineers will provide structural design and specifications for a new concrete pad to sustain the weight load of the new generator.
- e. IDS will provide assistance with permitting as required with all Authorities Having Jurisdiction (AHJ) and incorporate Air Quality Management District (AQMD) requirements with City of Costa Mesa Compliance Officer.
- f. Our design documents will include detailed test requirement of the new generator.
- g. We include provisions for the manufacture/vendor of the equipment to provide critical spare maintenance parts as part of this project.
- h. IDS will work with the successful contractor to identify a temporary power source during the construction phase and installation of the new generator.
- i. IDS' electrical engineers will specify the required warrantee with a minimum five-year extended warrantee for generator.
- j. IDS will provide technical requirements for Arch Flash mitigation.
- k. IDS will assist in the coordination of training to facilities personal with the manufacturer for commissioning.
- l. Provide project as-builts.
- m. IDS' design will be based on the selected solution and include but not be limited to the following:
  - 1. All necessary design phases, drawings, specifications, equipment and utility documents, construction observation and administration necessary to complete the design and construction of this project.



### 3. Project Expediting

- a. Once the generator equipment size, type and specifications are approved by the City, the City may elect to pre-order the genset and associated equipment.
- b. This order could be placed during the design phase prior to start of construction to reduce the construction time frame.

## Costa Mesa Fire Department (CMFD) Station No. 4

### 1. Project Description

IDS understands the City's intent is to replace the existing diesel generator and transfer switch with a new (size to be determined) generator and transfer switch to accommodate existing and future electrical loads. The new proposed location shall be outside, adjacent to the electrical room.

In addition, the City has requested that the existing main electrical service be evaluated for possible replacement. This evaluation and study would include load readings and an infrared scan to determine capacity for future loads and integrity of equipment.





## 2. Project Scope-of-Work

This project scope of work shall consist of the following:

- a. IDS will provide design and engineering services to replace the existing standby diesel generator which is not sufficient to accommodate the entire electrical system capacity. The consultant shall review maintenance records, as-builts, investigate the existing conditions of the site, and confirm size, condition, rating, and arrangement of the existing electrical equipment and power distribution system.
- b. IDS will specify all of the existing generator equipment to be removed and disposed of by the contractor with the exception that which the City of Costa Mesa may retain salvage rights to certain equipment, if so desired.
- c. IDS will provide a design to replace the existing emergency diesel generator with a new appropriate sized generator and appropriate transfer switch.
- d. IDS will evaluate the existing emergency electrical distribution system and normal power interface, check the adequacy of the existing equipment with proposed new emergency equipment, and make the necessary design changes to the electrical system to achieve the required connections for capacity of the new generator unit.
- e. IDS will provide structural design and specifications for a new concrete pad to sustain the weight load of the new generator.
- f. IDS will provide assistance with permitting as required with all Authorities Having Jurisdiction (AHJ). Incorporate AQMD requirements with City of Costa Mesa Compliance Officer.
- g. Equipment testing, design documents shall include detailed test requirement of the new generator.
- h. IDS will include provisions for the manufacture/vendor, of the equipment, to provide critical spare maintenance parts.
- i. IDS will design a screen wall to limit and/or eliminate view of new generator from street. Specify temporary power during the construction phase and installation of the new generator.
- j. Specify all required warrantee including a minimum five-year extended warrantee for generator.
- k. Provide technical requirements for Arch Flash mitigation.
- l. Assist in the coordination of training to facilities personal with the manufacturer for commissioning.
- m. Provide project as-builts.
- n. The design shall be based on the selected solution and include, but not be limited to, the following:
  1. All necessary design phases, drawings, specifications, equipment and utility documents, construction observation and administration necessary to complete the design and construction of this project.



## 3. Project Expediting

- a. Once the generator equipment size, type and specifications are approved by the City, the City may elect to pre-order the genset and associated equipment.
- b. This order could be placed during the design phase prior to start of construction to reduce the construction time frame.



## Firm Profile/ Project Team

IDS Group (IDS) is an award-winning multidisciplinary engineering and architectural consulting firm with history of over 50 years serving Southern California Public agencies. Our integrated design team provides added value through our specialized divisions - electrical, mechanical/ plumbing, structural, and civil engineering, as well as architectural services, program and, construction management. Our corporate infrastructure creates optimum utilization of resources for our staff of over 100 professionals, maximizing service efficiency. IDS is committed to project excellence, providing turnkey design solutions to the building and infrastructure industries.



**Electrical Engineering:** The electrical engineering division of IDS has provided quality professional electrical engineering services to public and private clients. Our electrical engineers have extensive experience in a wide variety of projects and in the preparation of engineering studies, analyses, plan reviews, preparation of drawings and specifications for new construction projects; construction cost estimates; field investigations; concept studies; reports, and post-construction support for electrical engineering projects.

**Mechanical and Plumbing Engineering:** The mechanical engineering division is comprised of professional engineers and designers who are experts in the fields of heating, ventilating, air conditioning, plumbing, piping, and fire protection. We have provided design services for HVAC, plumbing, and fire protection systems for countless public projects and facilities. These projects encompass new construction, retrofit, modernization, and expansions of facilities.



**Structural Engineering:** Our structural engineering division is a recognized leader in the design, assessment, review, and retrofit of buildings. The depth of our work includes the design of new buildings utilizing steel, concrete, and masonry, the assessment and retrofit of numerous buildings of all sizes, the evaluation and repair of distressed structures, peer and plan review, constructability review, and forensic engineering. Our team has been honored by the Structural Engineers Association of Southern California (SEAOSC) with over 20 "Excellence in Structural Engineering" awards for innovative and outstanding design.

**Civil Engineering:** Established in 1991 our civil engineering department offers a wide array of expertise and experience, specializing in providing planning and entitlement, civil engineering, surveying and mapping, construction survey, LEED, sustainable design, construction administration, and traffic engineering services.

**Architecture:** IDS provides architecture design, planning, project management and renovation services to public and private clients throughout California. As a full service architectural firm, IDS is experienced in all phases of architecture from pre-design through project closeout. In addition, Our architectural services involve new design, building assessments, alterations, and modifications, accessibility studies, ADA compliance studies and design, fire and life safety assessment and design, code review, space planning, remodeling, repair of damaged and deteriorated structures, and expansions and additions to existing facilities

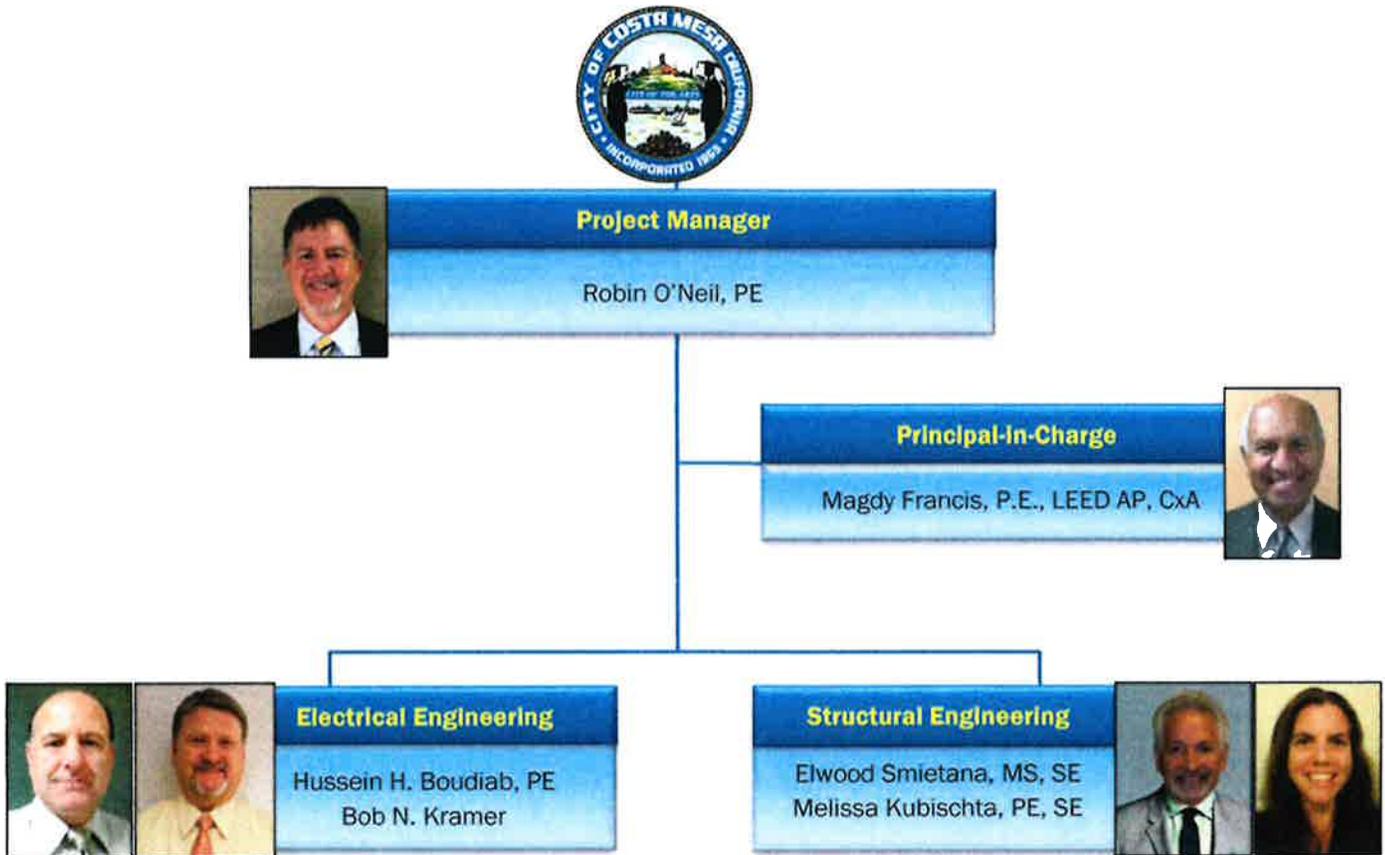


**Program | Construction Management:** IDS Group provides program | construction management (PM|CM) services from initial planning through design and subsequent construction completion for public agencies, private developers, and special districts. Our in-house staff has experience in managing large-scale residential, industrial, and commercial projects throughout California, which has provided us with the experience working with multiple government agencies that may have project jurisdiction.

### Organizational Chart

Our flexible organizational infrastructure allows us to meet any project's technical and schedule challenges. We achieve this by assigning the appropriate members with their specific qualifications and experience to match the requirements of the project scope of work and time schedule. Close internal collaboration and coordination between all disciplines, supported by state-of-the-art technology, provides quality of service and efficiency in production.

This seasoned group of professionals has worked independently or teamed on projects with similar scopes of work. Our expertise and project team is well suited for this project and has proven success providing engineering services to the City of Costa Mesa.





## Resumes

### Robln O'Neil, P.E.

*Project Manager*



Mr. O'Neil has over 30 years of Electrical Engineering experience in commercial, municipal lighting and utility infrastructure projects. His expertise encompasses conceptual planning through final design. He has managed design projects throughout California, Arizona, Nevada, Texas and Province of Ontario, Canada.

His responsibilities have included the supervision of technical staff and management of the production of construction plans, specifications, cost estimates, schedules and bid contracts for Commercial, Industrial and Municipal Roadway illumination projects. His experience in PV design includes a 500kW PV system for Toyota's Corporate Headquarters in Torrance, CA. One of the largest privately funded LEED gold projects in the United States.

Mr. O'Neil's background includes a vast amount of experience with the plan check submittal process with various municipalities. His in depth knowledge of the National Electrical Code and on site construction support for contractors with City inspectors qualifies him as an excellent candidate for Plan Check and Inspection services.

#### Education

- Electrical Engineering – Santa Barbara, CA
- Power Engineering Ontario Hydro – Ontario, Canada

#### Professional Credentials

- Professional Electrical Engineer, California (E18557)
- Professional Electrical Engineer, Arizona (50904)

#### Selected Design and Review Project Experience

- IEUA Central Plant Improvements, Chino, CA
- Chaparral High School Control and HVAC Upgrades, Temecula, CA
- HVAC Upgrades, Eastern Transportation Corridor Agency, Irvine, CA
- IT Server Room Cooling Improvements, Orange County Sanitation District, Fountain Valley, CA
- Intel San Diego Campus – Wireless Testing Lab Building, San Diego, CA
- Nixon Presidential Library and Museum, Yorba Linda, CA
- Los Angeles Air Force Base- Provided four (4) new 750-KW diesel back-up generators
- LA Fitness – various sites in California
- UFC Fitness Clubs – various sites in California
- Cinepolis Movie Theaters – throughout US
- Station Park Utah – 1.2M sf of retail – MEP
- Rancho Las Palmas Retail – Palm Desert, CA
- UGG shoe stores – throughout US
- American Apparel – throughout CA
- Trader Joes – throughout US



## **Magdy Francis, P.E., LEED AP, CxA**

*Quality Control/ Quality Assurance*

Magdy Francis has a wealth of experience with over 40 years in the electrical & mechanical engineering fields. He is a registered professional electrical and mechanical engineer in California. His experience has encompassed a variety of engineering services such as: System studies, water treatment plants, desalination plants, airports, co-generation, short circuit & coordination studies, design, and analysis projects for industrial, institutional and commercial projects. Mr. Francis level of experience in the mechanical field allows him to manage the project from start to finish, dealing with all design coordination, project constructability to ensure the project is on schedule and within budget.



### **Education**

- Bachelor of Science, Electrical and Electronics, Cairo University

### **Professional Credentials**

- Professional Mechanical Engineer: California (#30213)
- Professional Electrical Engineer: California (#11665)

### **Professional Affiliations**

- Life Senior Member of the Institute of Electrical and Electronic Engineers (IEEE)
- Elected past Chairman of Industry Application Society of Los Angeles
- Elected past Chairman of Industry Application Society of Orange County
- Member of National Fire Protection Association (NFPA)

### **Selected Project Experience**

- Disneyland Building 500, Replacement of air handlers
- St. Joseph Center Medical Building, Orange
- Parc One, 139 Condominiums in Santee, San Diego
- Boffo Cinema, Point Loma
- Ocean Media, Huntington Beach
- Pacific Medical Building, Los Alamitos
- Disneyland MCC & Substations Upgrades
- City of Compton Water Pump Station, MCC & Control
- City of Seal Beach Pump Station, VFD, MCC and Control
- The Planning & Design of the Electrical Transmission & Distribution of Mokattam City & Sadat City, Egypt
- Power Distribution Upgrade of the Long Beach Naval Shipyard
- Boeing (McDonnell Douglas) electrical systems evaluation, site survey, recommendations & cost estimates.



## **Hussein H. Boudiab, PE**

*Senior Electrical Engineer*

Mr. Boudiab has been in electrical engineering management, design and construction support for over 27 years. His work has covered a broad range projects, including a number of areas, such as healthcare facilities, commercial, institutional and military. He has designed numerous projects in power distribution. He is experienced in large infrastructure medium voltage design upgrade, energy calculations, and short circuit analysis and coordination studies.

Mr. Boudiab is the former teacher assistant from Cleveland State University. He assisted in the Electrical Machinery Laboratory and Micro Processors Laboratory. He taught electric circuit analysis course. He has also taught electrical machinery courses and laboratories at Cuyahoga Community College.



### **Education**

- Masters of Electrical Engineering, Cleveland State University (MSEE)
- Bachelors of Science, Electrical Engineering, Cleveland State University

### **Professional Credentials**

- Licensed Electrical Engineer: California (#E13351), Colorado, Nevada, Washington, Texas, Hawaii
- National Council of Examiner for Engineering

### **Professional Affiliations**

- Institute of Electrical and Electronics Engineers (IEEE)
- Illumination Engineering Society (IES)

### **Selected Project Experience**

- Sunset Beach Harbor Patrol Replace Emergency Generator, Orange County Public Works
- Manchester Office Building Replace Emergency Generator, Orange County Public Works
- Library Parking Structure Replace Emergency Generator, Orange County Public Works
- Dana Point Harbor Patrol Replace Emergency Generator, Orange County Public Works
- Orange county Sheriff Emergency Operation center. UPS system upgrade.
- Cal Optima Building Remodel, City of Orange, CA
- Cyprus College Business Education Building, Cyprus, CA
- Cyprus College Technical Education Building, Cyprus, CA
- Glendale Hampton Inn Hotel and parking structure, Glendale, CA
- The Center Gallery long stay hotel and parking structure
- SBVC- Business Building Renovations
- Hoag Memorial Hospital IT Upgrade
- Corona Del Mar High School Science labs.



## **Bob N. Kramer**

*Project Engineer*

Mr. Kramer has 34 years' experience as a project engineer. As an experienced NABCEP solar electrical designer, he specializes in the field of solar photovoltaic, solar thermal, architectural lighting, and electrical, instrumentation, and power distribution engineering design with automation layout in AutoCAD. His expertise is reflected in solar photovoltaic, lighting and power distribution, electrical feasibility studies, building automation systems, fire alarm systems, and medium voltage (2.4kV-5kV-12kV) utility infrastructure distribution upgrade projects.



### **Education**

- NABCEP Certification for Photovoltaic System Design & Installation, Allied Schools
- Certificate of Completion, Electrical Systems Design I & II, Albuquerque Technical-Vocational Institute
- Associate of Arts, Construction Architectural Engineering Technology, Albuquerque Technical-Vocational Institute

### **Selected Project Experience**

- John Wayne Airport Expansion, Santa Ana, CA
- Adelanto Detention Center Expansion, Adelanto, CA
- Corona Regional Medical Center, ICU and ER Renovations, Corona, CA
- Fountain Valley Regional Medical Center, 3rd Floor Acute Care, Cath Lab and GI Lab Fountain Valley, CA
- Metro State Hospital Laundry Building - Seismic Upgrade Project, Santa Fe Springs, CA
- Tichenor Orthopedic Clinic (Children), Long Beach, CA
- Village of Hope, Rehabilitation Center, Santa Ana, CA
- Marana Health Center, Marana, AZ, 70ksf, 3 story medical clinic (LEED Silver objective). USDA funded project.
- Robert Ovrum Building, LEED directive Burbank, CA
- University California Irvine, Student Health Care and Hewitt Hall Vivarium, Irvine, CA
- CSU Dominguez Hills Library, Dominguez Hills, CA
- Helen Keller Elementary School, Lynwood, CA
- Northwood High School, Aquatic Center, Irvine, CA
- Tarbut V'Torah Community Day School, Irvine, CA
- Santa Monica-Malibu Unified School District, Santa Monica, CA



## **Elwood Smietana, MS, SE**

*Senior Structural Engineer*

With 40 years of structural engineering practice, Mr. Smietana's analysis, design and detailing expertise is complemented by considerable field experiences. He has contributed his extensive knowledge and talents to the design of a wide variety of complex projects throughout California and internationally. A highly-skilled engineer, leader and team-builder with a record of progressively responsible engineering and management positions, Mr. Smietana has taught several courses on seismic performance and design and has also written several publications dealing with the subject.



### **Education**

- Master of Science, Structural Engineering, University of California, Los Angeles
- Bachelor of Science, Civil Engineering, California Polytechnic University, Pomona
- UCLA Graduate School of Management – Core MBA Program for Technical Personnel

### **Professional Credentials**

- Professional Structural Engineer: California (#S-2394)
- Professional Civil Engineer: California (#C-28270)

### **Professional Affiliations**

- Structural Engineers Association of Southern California (SEAOSC)
- American Society of Civil Engineers (ASCE)

### **Selected Technical Publications**

- "Blast Vulnerability Analysis of Air Force Research Laboratory Campus- Kirtland Air Force Base, Albuquerque, New Mexico," K&C Technical Report, September 18, 2003, Burbank, CA
- "Traveling Wave Analysis of a Large Foundation," with Richter, P.J., Proceedings of the Second ASCE/EMD Conference on Dynamic Response of Structures: Experimentation, Observation, Prediction and Control, Atlanta, GA, January 1981.
- "Cost Reducing Seismic Qualification Program for the Gas Centrifuge Enrichment Plant," with Drake, R.M. and Swan, S.W., DOE Natural Phenomena Hazards Mitigation Conference, Las Vegas, NV October 1985.
- "Evolution and Application of the Seismic Qualification Program on the GCEP Project," with Drake, R.M., Richter, P.J., and Beavers, J.E., Third U.S. National Conference on Earthquake Engineering, Charleston, SC, August 1986.



## Melissa Kubischta, SE

Structural Engineer

Ms. Kubischta, PE, has over 11 years of structural engineering experience in building analysis and design, including industrial buildings, government buildings, office buildings, and theme parks. Her technical expertise includes structural steel and light-gauge steel, masonry, and wood design. She has working knowledge of the 2007 California Title 24, 2006 International Building Code, ETABS, SAP 2000, RISA-3D, and ENERCALC. She is skilled in the evaluation and condition assessment of existing structures, including evaluation of damage to existing structures due to natural and man-made events.



### Education

- Bachelor of Science, Engineering, University of California, Irvine

### Professional Credentials

- Professional Structural Engineer: California (#S- 6144)
- Professional Civil Engineer: California (#C-66601)

### Relevant Project Experience

- JP Morgan Chase Banks, Various Locations Evaluation, Repair, and System Upgrades Structural Engineer providing structural, electrical, and mechanical engineering services and project and construction management for more than 90 Chase and former Washington Mutual locations. Scope includes design, façade repair, architectural weather protection surveys, building demolition studies, ADA-compliance and accessibility, and value engineering
- Kaiser Riverside Medical Center, Master Plan for HVAC and Electrical Upgrades, Replace Air Handler - provided engineering support for the structural package associated with the Master Plan and AHU replacements.
- Cedars Sinai Medical Center, Emergency Distribution Center – provided structural engineering services for replacement/upgrade of the Emergency Distribution network in the existing hospital facility. Including anchorage of equipment and support of distribution systems throughout the building
- USC Keck Hospital 4th Floor Operating Room Light Replacement – provided structural support and bracing for replacement of surgical lights, 4th Floor Freezer Room– provided structural evaluation for support of new freezer equipment, provided anchorage details for new equipment
- USC Keck Hospital – Sterilizers – provided structural evaluation for support and anchorage of new sterilizer equipment
- USC Norris Hospital – Anchorage of Patient Monitors and TV Mounts – provided structural evaluation for support and anchorage of wall mounted patient monitors and televisions
- Northridge Hospital Medical Center – OR #3 Surgical Light Replacement – provided structural support and bracing for replacement of surgical light
- Northridge Hospital Medical Center - provided structural evaluation for support and bracing of new surgical lights and monitors for equipment suspended from the ceiling
- Cedars Sinai Medical Center, Communication Rooms New UPS and Circuit Connections – provided structural engineering services for replacement of the battery back-up systems in the existing hospital facility. Including anchorage of equipment and support of distribution systems throughout the building



## Similar Projects

For the purposes of this proposal, we have provided project profiles in line with the typical project type, as identified in the Statement of Work. Some projects serve multiple project types.

### **Library Parking Structure Replace Emergency Generator, Orange County Public Works** Santa Ana, California

IDS is currently providing design and engineering services to replace an existing 100KW emergency diesel generator which is at the end of its life cycle. IDS will review maintenance records, as-builts, investigate the existing conditions of the site and confirm size, condition, rating and arrangement of the existing electrical equipment and power distribution system. The generator provides power in the event of an electrical outage for lighting, fire alarm and the parking administrations Skada System.



IDS will specify all of the existing generator equipment to be removed and disposed of with the exception of that which the County of Orange may retain salvage rights to certain equipment if so desired.

IDS will evaluate the existing emergency electrical distribution system and normal power interface, check the adequacy of the existing equipment with the proposed new emergency equipment and make any necessary design changes to the electrical system to achieve the required connections for capacity of the new generator unit.

### **Dana Point Harbor Patrol Replace Emergency Generator, Orange County Public Works** Dana Point, California

IDS is currently providing design and engineering services to replace an existing 12-KW emergency diesel generator which is at the end of its life cycle. The generator provides power to critical equipment in the event of an electrical outage for lighting, fire alarm and fuel pumps. IDS will review maintenance records, as-builts, investigate the existing conditions of the site and confirm size, condition, rating and arrangement of the existing electrical equipment and power distribution system.



Furthermore, IDS will evaluate the existing emergency electrical distribution system and normal power interface, check the adequacy of the existing equipment with proposed new emergency equipment and make the necessary design changes to the electrical system to achieve the required connections for capacity of the new generator unit.

IDS will provide assistance with permitting as required with All Authorities Having Jurisdiction (AHJ). Incorporate AQMD requirements with County Of Orange Compliance Officer, technical requirements for the Arch Flash mitigation, and two hours training to facilities personal and coordinate with the manufacturer for commissioning.

### **Sunset Beach Harbor Patrol Replace Emergency Generator, Orange County Public Works** Sunset Beach, California

Currently, IDS is providing design and engineering services to replace an existing 12.5-KW emergency diesel generator which is at the end of its life cycle. The generator provides power in the event of an



electrical outage for lighting, fire alarm and critical computer equipment. IDS will review maintenance records, as-builts, investigate the existing conditions of the site and confirm size, condition, rating and arrangement of the existing electrical equipment and power distribution system.



The scope-of-work includes the evaluation of the existing emergency electrical distribution system and normal power interface, check the adequacy of the existing equipment with proposed new emergency equipment and make the necessary design changes to the electrical system to achieve the required connections for capacity of the new generator unit.

IDS will provide assistance with permitting as required with All Authorities Having Jurisdiction (AHJ) and incorporate Air Quality Management requirements with County Of Orange Compliance Officer. All equipment testing and design documents will include detailed test requirements of the new generator and provisions for the manufacture/vendor of the equipment to provide critical spare maintenance parts as part of this project and incorporate a marine-grade custom cover to protect the emergency generator and critical components from salt air.

IDS' structural division will provide structural design and specifications for a new concrete pad to sustain the weight load of the new generator and identify a new location best suited for the site.

Furthermore, IDS will provide technical requirements for the Arch Flash mitigation and two hours training to facilities personal and coordinate with the manufacturer for commissioning.

#### **Manchester Office Building (MOB) Replace Emergency Generator, Orange County Public Works Manchester, California**

As part of our On-Call contract with Orange County Public Works, IDS is providing design and engineering services to replace an existing 2.5-KW emergency gas generator which is at the end of its life cycle. IDS will review maintenance records, as-builts, investigate the existing conditions of the site and confirm size, condition, rating and arrangement of the existing electrical equipment and power distribution system, perform electrical load study analysis to determine the needed size of the generator to meet the demands of the building.



Additionally, IDS will evaluate the existing emergency electrical distribution system and normal power interface, check the adequacy of the existing equipment, propose new emergency equipment, and make any necessary design changes to the electrical system to achieve the required connections for capacity of the new generator unit.

IDS' structural division will provide structural design and specifications for a new pad on the roof to support to the weight load of the new generator.

Furthermore, IDS will provide technical requirements for the Arch Flash mitigation and two hours training to facilities personal and coordinate with the manufacturer for commissioning.

#### **Orange County Juvenile Hall Santa Ana, California**

IDS provided complete mechanical and plumbing engineering for this 60-bed housing expansion project. The project included Housing Building 'Q', an academic / classroom building, a warehouse / laundry



facility, a dental client / transportation, and a new emergency generator building. The project also included the remodel of the food service and dining facility. The project was approximately 48,300 SF.

IDS also provided, complete mechanical and plumbing engineering services for housing units 1 and 2, a classroom building, and an intake/ visitor building, which are a 42,500 SF facility



**New Emergency Generator, Cox Communications**

Rancho Santa Margarita, California

IDS Group provided electrical engineering design for an N+1 Generator system to support Cox Communications Colo Building. We provided a total of three 750-kw generators with coordination manual and automatic transfer switches and distribution.

**Hub Expansion and Telephony Implementation, Cox Communications**

Rancho Santa Margarita, California

IDS Group provided design and project management services for the installation of this expansion including redundant standby power generation, redundant power distribution, redundant cooling, and FM200 Fire Suppression.

**Central Plant, Inland Empire Utilities Agency**

Chino, California

IDS was selected by the IEUA to provide the consulting engineering services for the analysis, design, and construction of the improvements to the Central Plant that supplies chilled water for cooling and hot water for heating to IEUA Headquarters Buildings A and B. The Central Plant Improvements will include capacity to serve the proposed new Laboratory Building. The Project is now in the Design Concept Phase. It is anticipated the improved Central Plant will have a capacity in the range of 350 to 400 tons of cooling and will incorporate both gas-fired absorption chillers and electric-motor driven chillers and multiple pumps to provide 100% redundancy. The existing 65,000 gallon chilled water thermal storage tank and pumps will be integrated into the improved Central Plant. An industrial grade energy management system will be provided for the control and monitoring of the Central Plant.



**Santa Monica Pier Police Station**

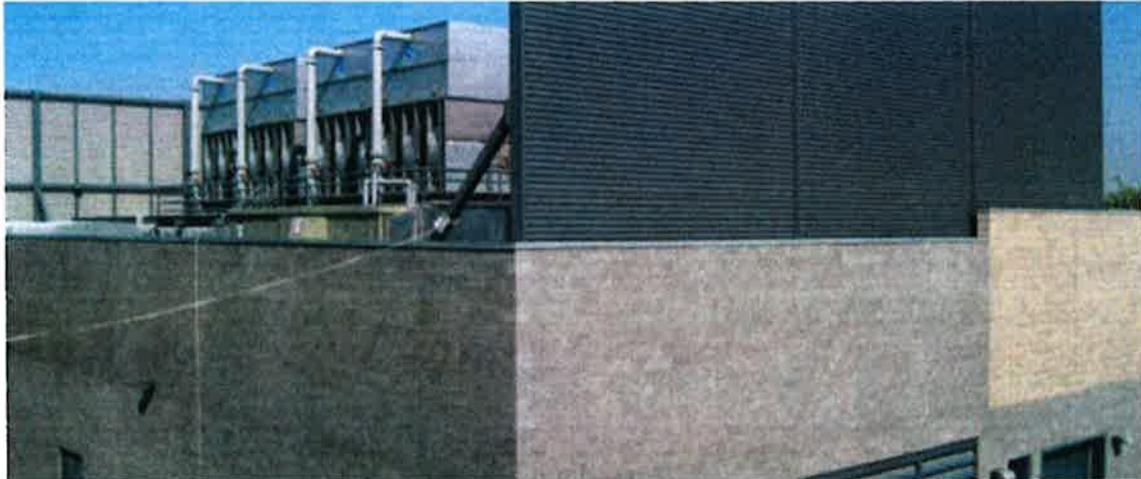
Santa Monica, California

IDS provided design services for the City of Santa Monica's existing Pier Police Station interior renovation. The renovation of the existing 4,000 sf building included new electrical circuiting and wiring to accommodate the new interior office computer equipment layout. Engineering services included power and low voltage systems for the stations new security system including secured access and system control panels. The interior renovation included changes that affected the existing power and low voltage systems. New power and low voltage devices were added to accommodate the renovation. New circuits and power and data outlets were added to accommodate the new computer and security workstations.





**New On-Site Central Utility Plant | Cogeneration Plant, County of Orange | John Wayne Airport  
Santa Ana, California**



IDS Group provided electrical and mechanical engineering, as well as structural engineering for the design of the enclosure building, the reinforced concrete walls, and the pile foundations for the new electric co-generation plant at John Wayne Airport. As an essential facility, the Airport required an economic and dependable energy source to meet all safety, security, and comfort requirements for an airport. Increasing costs and decreasing reliability of energy in California prompted the Airport to seek a better solution for its users and tenants. As a result, the Airport initiated a project for a 7-Megawatt on-site electric generation plant capable of handling the entire terminal complex electrical load, while simultaneously providing heating and cooling through an extensive heat recovery system.

Goals for the project included visual aesthetics so that the building would blend in with the surrounding buildings while providing reliable and efficient energy for the 300,000 SF. terminal and associated parking structures at minimal cost and with long-term durability and maximum noise attenuation. IDS had to secure approval from the airport authority on all aesthetic designs. The space available to construct this project is very limited, so the project team had to develop an interior and exterior layout that was highly efficient and structurally sound, but still provided accessibility for maintenance and equipment operations.

IDS Group developed interior and exterior layouts that are capable of housing the four 1750- kW natural gas-fired diesel generators, four absorption chillers and the associated extensive heat recovery system. IDS provided John Wayne Airport with multiple architectural and structural solutions, each with unique cost savings and operational benefits. IDS also provided coordination and consulting services for the identification of the project location within the Airport's property.

As part of our work, IDS Group reviewed the structural computer models for the building's seismic performance. We then designed the major structural elements and equipment supports in accordance with the Airport's design guidelines and worked with the landscape architect to include "green screens" that will help the facility blend in with the surrounding built environment and landscaping and reduce noise within the facility.



## References

We have provide our references below:

- **Orange County Social Services Agency**  
Mr. Steven Espinoza, Project Manager, SSA/Facilities  
steven.espinoza@ssa.ocgov.com  
714.541.7712
- **Transportation Corridor Agencies**  
Mr. Kurt Machtolf, CFM  
Facilities Manager  
949.790.7726
- **Inland Empire Utilities Agency**  
Mr. Joshua N. Aguilar  
Engineering & Construction Management Dept.  
909.993.1694
- **John Wayne Airport**  
Mr. Lawrence Serafini  
Deputy Airport Director, Facilities  
18601 Airport Way  
Santa Ana, CA 92707  
949.252.5270



## **Professional Services Agreement Compliance**

IDS Group hereby acknowledges that we have reviewed and take no exception to the terms and conditions, including insurance coverage, as set forth in the RFP for the Design of Emergency Backup Generator for the City of Cost Mesa Police Department and Fire Station 4.

**EXHIBIT C**  
**FEE SCHEDULE**



## **Fee Proposal**

Per RFP requirements, we have submitted our Fee Proposal under separate cover.

**IDS' Detaile**  
**CITY OF COSTA ME**  
**ELECTRIC**

**COMPENSATI**

| Prime Consultant Team<br>PROJECT FEE BY TASK BY PERSONNEL  | Task Description   | Burdened Hourly Rate | Project<br>Director/Point-of-Contact<br>\$175.00 | Project<br>Manager<br>\$155.00 |
|--|--|----------------------|--|--------------------------------|
| <b>TASK 1: Project Kick-off Meeting</b>                    |  |                      |  |                                |
| Task 1.1   | Review of Project Scope/Kick-Off Mtg.                          |                      | 1  | 1                              |
| Task 1.2   | Finalize Project Requirements and Project Schedule             |                      | 1  | 1                              |
| <b>SUBTOTAL</b>  |  |                      | <b>1</b>   | <b>2</b>                       |
| <b>TASK 2: Schematic Design Phase - 30% City Review</b>    |  |                      |  |                                |
| Task 2.1   | Gather Existing As-Built Drawings                              |                      | 0  | 1                              |
| Task 2.2   | Site Survey  |                      | 0  | 0                              |
| Task 2.3   | Schematic Design   |                      | 1  | 1                              |
| Task 2.4   | Presentation of Schematic Design to City                       |                      | 1  | 1                              |
| <b>SUBTOTAL</b>  |  |                      | <b>1</b>   | <b>3</b>                       |
| <b>Task 3: Design Development Phase - 60% City Review</b>  |  |                      |  |                                |
| Task 3.1   | Incorporate City review comments from 30% submittal            |                      | 1  | 0                              |
| Task 3.2   | Preliminary Load Calculations                                  |                      | 0  | 1                              |
| Task 3.3   | Develop plans, layouts, sketches                               |                      | 0  | 1                              |
| Task 3.4   | Prepare Cost Estimates   |                      | 1  | 1                              |
| Task 3.5   | Prepare Specifications   |                      | 1  | 1                              |
| Task 3.6   | Presentation of Design Development to City                     |                      | 1  | 1                              |
| <b>SUBTOTAL</b>  |  |                      | <b>3</b>   | <b>4</b>                       |
| <b>Task 4: Const Doc Phase - 90% City Review</b>           |  |                      |  |                                |
| Task 4.1   | Incorporate City review comments from 60% submittal            |                      | 1  | 1                              |
| Task 4.2   | Finalize Load Calculations                                     |                      | 0  | 1                              |
| Task 4.3   | Finalize equipment layout, plans, develop construction details |                      | 1  | 1                              |
| Task 4.4   | Finalize Cost Estimates  |                      | 0  | 0                              |
| <b>SUBTOTAL</b>  |  |                      | <b>1</b>   | <b>2</b>                       |
| <b>Task 5: Final Const Doc Phase - 100% City Submittal</b> |  |                      |  |                                |
| Task 5.1   | Incorporate City review comments from 90% submittal            |                      | 1  | 1                              |
| Task 5.2   | Prepare documents for Bldg Dept Submittal                      |                      | 0  | 1                              |
| Task 5.3   | Incorporate City Plan Check Comments                           |                      | 1  | 1                              |
| Task 5.4   | Re-submit plans to Bldg Dept                                   |                      | 0  | 1                              |
| <b>SUBTOTAL</b>  |  |                      | <b>1</b>   | <b>3</b>                       |
| <b>Task 6: Construction Administration</b>                 |  |                      |  |                                |
| Task 6.1   | Respond to contractor RFI's                                    |                      | 0  | 1                              |
| Task 6.2   | Review equipment submittals                                    |                      | 0  | 1                              |
| Task 6.3   | Job Walks  |                      | 1  | 1                              |
| Task 6.4   | Project Closeout   |                      | 1  | 1                              |
| <b>SUBTOTAL</b>  |  |                      | <b>1</b>   | <b>3</b>                       |
| <b>TOTAL HOURS</b>   |  |                      | <b>10</b>  | <b>17</b>                      |
| <b>TOTAL PROJECT COSTS</b>                                 |  |                      |  |                                |

Reimbursables include: shipping, printing, delivery, and reproduction  
 Expenses such as travel, mileage, tolls, etc, will be billed at the IRS standard rates.

# Labor and Fee Breakdown

## SWITCHGEAR UPGRADE - CMPD

### ENGINEERING SERVICES

#### PAYMENT FEE SCHEDULE



| Electrical Engineering |          |              |         | Structural Engineering |          |              |         | TOTAL HOURS | TOTAL FEE |
|------------------------|----------|--------------|---------|------------------------|----------|--------------|---------|-------------|-----------|
| Engineer               | Designer | CAD Drafting | Admin   | SR. PROJECT ENGINEER   | ENGINEER | CAD DRAFTING | Admin   |             |           |
| \$130.00               | \$115.00 | \$85.00      | \$60.00 | \$165.00               | \$155.00 | \$85.00      | \$60.00 |             |           |
| 1                      | 1        | 0            | 1       | 0                      | 0        | 0            | 0       | 4           | 445       |
| 1                      | 1        | 0            | 1       | 0                      | 0        | 0            | 0       | 5           | 644       |
| 2                      | 1        | 0            | 1       | 0                      | 0        | 0            | 0       | 8           | \$1,089   |
| 1                      | 1        | 0            | 0       | 0                      | 0        | 0            | 0       | 4           | 452       |
| 1                      | 1        | 0            | 0       | 0                      | 0        | 0            | 0       | 3           | 343       |
| 1                      | 1        | 4            | 1       | 0                      | 0        | 0            | 0       | 10          | 1,082     |
| 1                      | 1        | 1            | 1       | 0                      | 0        | 0            | 0       | 4           | 504       |
| 5                      | 5        | 5            | 1       | 0                      | 0        | 0            | 0       | 20          | \$2,380   |
| 1                      | 1        | 1            | 0       | 0                      | 0        | 0            | 0       | 3           | 354       |
| 1                      | 1        | 0            | 0       | 0                      | 0        | 0            | 0       | 3           | 361       |
| 3                      | 6        | 6            | 0       | 0                      | 0        | 0            | 0       | 15          | 1,701     |
| 1                      | 0        | 0            | 1       | 0                      | 0        | 0            | 0       | 3           | 364       |
| 1                      | 1        | 0            | 1       | 0                      | 0        | 0            | 0       | 4           | 445       |
| 1                      | 0        | 0            | 0       | 0                      | 0        | 0            | 0       | 2           | 322       |
| 6                      | 8        | 6            | 1       | 0                      | 0        | 0            | 0       | 29          | \$3,546   |
| 1                      | 1        | 1            | 0       | 0                      | 0        | 0            | 0       | 4           | 522       |
| 1                      | 1        | 0            | 0       | 0                      | 0        | 0            | 0       | 3           | 371       |
| 1                      | 1        | 1            | 0       | 0                      | 0        | 0            | 0       | 6           | 693       |
| 1                      | 1        | 0            | 1       | 0                      | 0        | 0            | 0       | 3           | 305       |
| 5                      | 4        | 3            | 1       | 0                      | 0        | 0            | 0       | 15          | \$1,890   |
| 1                      | 1        | 0            | 0       | 0                      | 0        | 0            | 0       | 4           | 483       |
| 1                      | 1        | 3            | 0       | 0                      | 0        | 0            | 0       | 6           | 599       |
| 1                      | 1        | 1            | 1       | 0                      | 0        | 0            | 0       | 6           | 644       |
| 1                      | 1        | 0            | 1       | 0                      | 0        | 0            | 0       | 3           | 322       |
| 3                      | 5        | 4            | 1       | 0                      | 0        | 0            | 0       | 18          | \$2,678   |
| 3                      | 3        | 0            | 1       | 0                      | 0        | 0            | 0       | 7           | 837       |
| 1                      | 1        | 0            | 1       | 0                      | 0        | 0            | 0       | 4           | 413       |
| 3                      | 3        | 0            | 0       | 0                      | 0        | 0            | 0       | 7           | 917       |
| 3                      | 1        | 0            | 0       | 0                      | 0        | 0            | 0       | 5           | 676       |
| 10                     | 7        | 0            | 1       | 0                      | 0        | 0            | 0       | 22          | \$2,842   |
| 31                     | 30       | 18           | 8       | 0                      | 0        | 0            | 0       | 113         | 113       |
|                        |          |              |         |                        |          |              |         |             | \$14,424  |

Total (CMPD and CMFD) = \$87,229

Contingency = \$10,000

Grand Total \$97, 229

**EXHIBIT D**  
**PROJECT SCHEDULE**



## **Project Schedule**

IDS Group is prepared and equipped to provide engineering services to the City of Costa Mesa in a timely manner and on relatively short notice so as to enable the City to meet critical, and at times unpredictable, deadlines and schedules.

The anticipated | proposed project schedules for this project is following this cover page.



| TASK DESCRIPTION   | Days Required | NTP |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|--|---------------|-----|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
|  |               | 1   | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| <b>Project Awarded in June 2016</b>                              | 1             | █   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| <b>1.0 Project Kick Off Meeting</b>                              |               |     | █ |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 1.1 Review of Project Scope - Kick Off Meeting                   | 1             |     | █ |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 1.2 Finalize Project Requirements and Project Schedule           | 1             |     | █ |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| <b>2.0 Schematic Design (30% City Review)</b>                    |               |     |   | █ |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 2.1 Gather Existing As Built Drawings                            | 2             |     |   | █ | █ |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 2.2 Site Survey  | 2             |     |   |   |   | █ | █ |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 2.3 Schematic Design   | 14            |     |   |   |   |   |   |   |   | █ | █  | █  | █  | █  | █  | █  | █  | █  | █  | █  | █  | █  | █  | █  | █  |
| 2.4 Presentation of Schematic Design to City                     | 2             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    | █  | █  |
| <b>3.0 Design Development (60% City Review)</b>                  | 10            |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    | █  |
| 3.1 Incorporate City Review comments from 30% submittal          | 2             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 3.2 Preliminary Load Calculations                                | 3             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 3.3 Develop plans, layouts, sketches                             | 14            |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 3.4 Prepare Cost Estimates                                       | 1             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 3.5 Prepare Specifications                                       | 1             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 3.6 Presentation of Design Development to City                   | 1             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| <b>4.0 Construction Documents Completion (90% City Review)</b>   | 5             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 4.1 Incorporate City Review comments from 60% submittal          | 2             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 4.2 Finalize Load Calculations                                   | 1             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 4.3 Finalize equipment layout, plans, develop details, estimates | 5             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 4.4 Presentation of CD's to City                                 | 1             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| <b>5.0 Final Const Doc Phase (100% City Submittal)</b>           | 5             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 5.1 Incorporate City Review comments from 90% submittal          | 1             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 5.2 Bldg Dept Submittal (Est. 2 weeks)                           | 10            |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 5.3 Incorporate City Plan Check Comments                         | 5             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 5.4 Re-submit plans to Bldg Dept/ Approval                       | 2             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| <b>6.0 Construction Administration</b>                           |               |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 6.1 Respond to Contractor RFI's                                  | 5             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 6.2 Review equipment submittals                                  | 2             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 6.3 Job Walks  | 3             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 6.4 Project Closeout   | 5             |     |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |

**Legend**

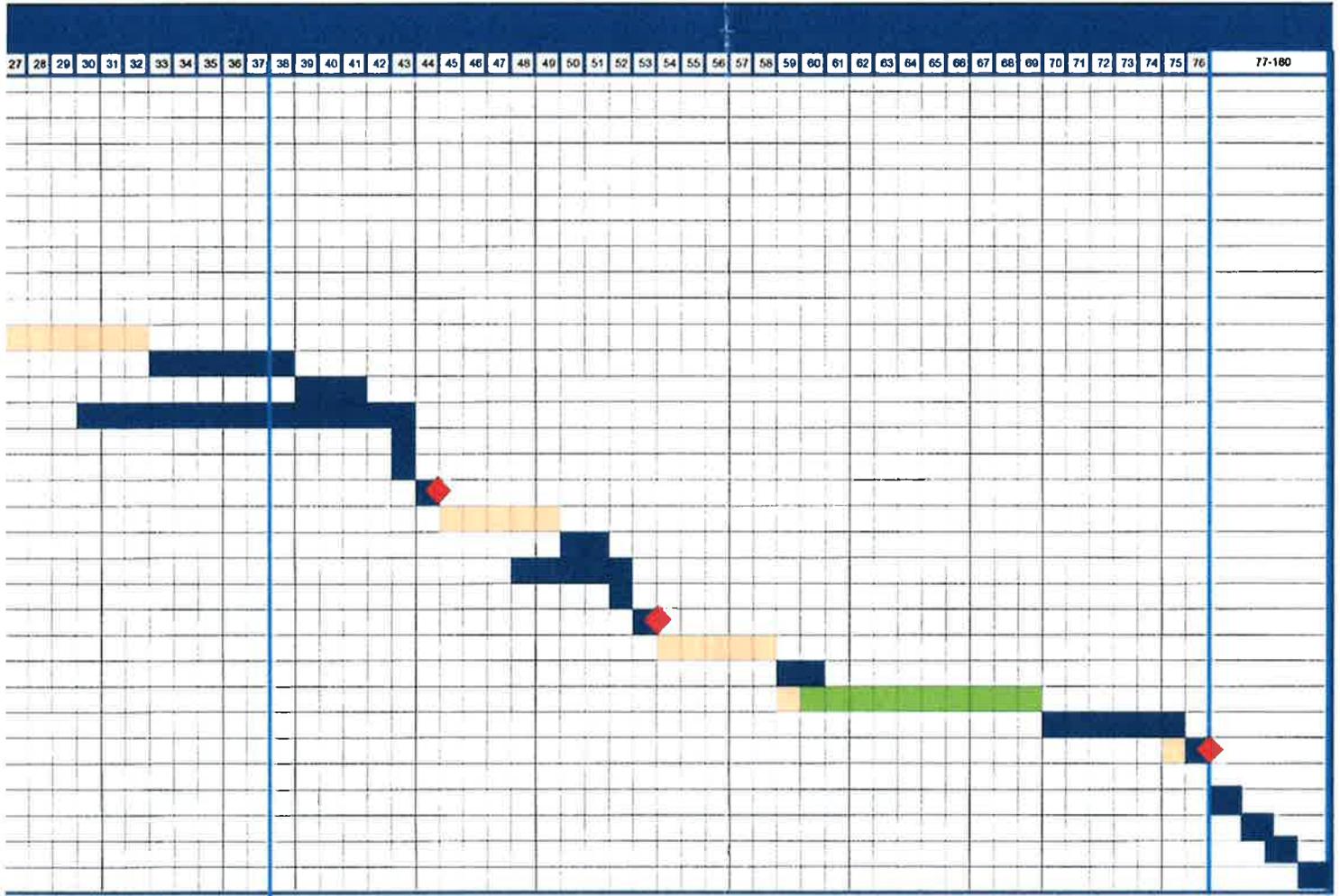
-  Indicates a Document Submittal
-  City of Costa Mesa Review
-  Building Department Review

Red text indicates City of Costa Mesas officials involvements

\*Estimated (includes 10 days for Plan Check)

\*\*Estimated

MESA  
 K UP GENERATOR  
 SCHEDULE



76 Total CD Days\*

180 Total Project Days\*\*

**EXHIBIT E**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2016

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 have ADDITIONAL INSURED provisions or 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).

|  |  |                       |
|--|--|-----------------------|
| <b>PRODUCER</b><br>Risk Strategies Company<br>2040 Main Street, Suite 450<br>Irvine, CA 92614<br><br>www.risk-strategies.com      CA DOI License No. 0F06675 | <b>CONTACT NAME:</b> Risk Strategies Company |                       |
|  | <b>PHONE (A/C, No, Ext):</b> 949-242-9240    | <b>FAX (A/C, No):</b> |
| <b>E-MAIL ADDRESS:</b> syoung@risk-strategies.com  |  |                       |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b>         |
| <b>INSURER A:</b> Travelers Indemnity Co. of CT  |  | 25682                 |
| <b>INSURER B:</b> Travelers Property Casualty Co. of America   |  | 25674                 |
| <b>INSURER C:</b> Continental Casualty Company   |  | 20443                 |
| <b>INSURER D:</b>  |  |                       |
| <b>INSURER E:</b>  |  |                       |
| <b>INSURER F:</b>  |  |                       |

**COVERAGES**      **CERTIFICATE NUMBER:** 30578506      **REVISION NUMBER:**

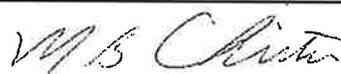
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |   | 6806B546219   | 5/1/2016                | 5/1/2017                | EACH OCCURRENCE \$ \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000<br>MED EXP (Any one person) \$ \$10,000<br>PERSONAL & ADV INJURY \$ \$2,000,000<br>GENERAL AGGREGATE \$ \$4,000,000<br>PRODUCTS - COMP/OP AGG \$ \$4,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |   | BA8F335897    | 5/1/2016                | 5/1/2017                | COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0  |   | CUP006B555880 | 5/1/2016                | 5/1/2017                | EACH OCCURRENCE \$ \$3,000,000<br>AGGREGATE \$ \$3,000,000<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | UB3459T675    | 5/1/2016                | 5/1/2017                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ \$1,000,000  |
| C        | Professional Liability   |   | AEH288340328  | 11/12/2015              | 11/12/2016              | Per Claim: \$3,000,000<br>Aggregate: \$3,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured.

**CERTIFICATE HOLDER**      **CANCELLATION**

|   |  |
|---|--|
| City of Costa Mesa<br>Attn: Mr. Dan Garcia, PE, REA, CPP<br>77 Fair Drive, 4th Floor<br>Costa Mesa CA 92628 | 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<br><br><br>Michael Christian                    |

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**EXHIBIT F**  
**CITY COUNCIL POLICY 100-5**

| SUBJECT             | POLICY NUMBER | EFFECTIVE DATE | PAGE   |
|---------------------|---------------|----------------|--------|
| DRUG-FREE WORKPLACE | 100-5         | 8-8-89         | 1 of 3 |

**BACKGROUND**

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

**PURPOSE**

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

| SUBJECT             | POLICY NUMBER | EFFECTIVE DATE | PAGE   |
|---------------------|---------------|----------------|--------|
| DRUG-FREE WORKPLACE | 100-5         | 8-8-89         | 2 of 3 |

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

| SUBJECT             | POLICY NUMBER | EFFECTIVE DATE | PAGE   |
|---------------------|---------------|----------------|--------|
| DRUG-FREE WORKPLACE | 100-5         | 8-8-89         | 3 of 3 |

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
- 2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
  - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
  - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
  - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
- 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.