

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

THIS AGREEMENT is made and entered into this 6th day of May, 2014 ("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 provide architectural and engineering design services, 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 Manager 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 "B". Consultant's total compensation shall not exceed Seventy-One Thousand Eight Hundred Twenty Dollars (\$ 71,820.00).

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. 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 18 months, ending on November 6, 2015, 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 "C" 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 Manager 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, California 92606  
Tel: 949-387-8500  
Fax: 949-387-0800  
Attn: Rami Elhassan

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-  
Fax: (714) 754-  
Attn: Tim Vasin, Battalion Chief

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 "D" 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,

[Redacted Signature]

Date: 5/22/14

CONSULTANT

[Redacted Signature]

Date: 5/15/2014

Signature

[Redacted Name and Title]

Name and Title

[Redacted Social Security or Taxpayer ID Number]

Social Security or Taxpayer ID Number

ATTEST:

[Redacted Attestation Signature]

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

APPROVED AS TO FORM:

[Redacted Signature]

Date: 05/06/14

City Attorney

APPROVED AS TO INSURANCE:

[Redacted Signature]

Date: 5/9/14

Risk Management

APPROVED AS TO CONTENT:

[Redacted Signature]

Project Manager

Date:

5/9/14

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



**REQUEST FOR PROPOSAL**

**FOR**

**FIRE STATION #4 RENOVATION/ADDITION**

**RFP NO. 1166**



**Fire Department**

**CITY OF COSTA MESA**

**Released on December 20, 2013**

**FIRE STATION #4**  
**REQUEST FOR PROPOSAL (RFP)**

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for Fire Station #4 Renovation/Addition. The term is expected to be for 3 months. Longer initial and extended terms will be considered depending upon the needs of the project.

**1. BACKGROUND**

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$98 million and a total of over \$109 million of fiscal year 2012-2013.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

**2. SCHEDULE OF EVENTS**

This request for proposal will be governed by the following schedule:

Release of RFP	December 20, 2013
Pre-proposal Meeting, Site Visit	December 30, 2013
Deadline for Written Questions	January 6, 2014
Responses to Questions Posted on Web	January 13, 2014
Proposals are Due	January 27, 2014
Interviews	February 20, 2014
Consideration of Contract	TBD

All dates are subject to change at the discretion of the City

### 3. SCOPE OF WORK

As part of the Fire Department reorganization, the City of Costa Mesa is requesting proposals from qualified architectural and engineering professionals to provide architectural and engineering services for the renovation/addition to the existing fire station #4, located at 2300 Placentia Avenue, Costa Mesa. Firms interested in providing Architectural and Engineering Services (A/E) relating to the conceptual design and future renovation/addition to the Fire Station should submit proposals. The firm ultimately selected will provide full architectural and engineering services for the project as directed by the City.

#### **STANDARDS AND SPECIFICATIONS**

The existing fire station #4 is approximately 6,000 square feet, 1-story, type V-1hr construction, designed and built under the 1964 UBC. The occupancy class is F-2, E-4, and G. The existing apparatus room is 39'-10" x 58'-9". The dimension from the finish floor to the top of the roof steel beams is 16'-0".

The existing apparatus bay currently housed 2 fire engines, the USAR-84, and the ME-84; and the SCBA Bottle Filing Station. See Appendix G.

There is a need to renovate and add on to the fire station to accommodate additional vehicles and relocate the SCBA Bottle Filing Station. The design shall include the 2 options described below:

**OPTION 1:** Extend the existing (39'-10" W x 58'-9" L) apparatus room at the roll-up door (East) side by 20' L x 16' H, to accommodate two ME-84 fire engines and one MT-84 ladder truck. See Figure 2.

**OPTION 2:** In addition to option 1, add a 25' W x 30' L x 12' H garage adjacent but not attached to the new addition or existing classroom structure that will accommodate one utility and one reserve fire truck. See Appendix G, Figure 3.

All proposed work shall comply with the current 2010 edition of the California Building, Fire, Plumbing, Mechanical, Electrical, and Green Standards Code. Plans submitted on or after January 1, 2014 shall comply with the 2013 edition of the California Building, Fire, Plumbing, Mechanical, Electrical, and Green Standards Code.

The proposer shall be thoroughly familiar with current Accessibility regulations and federal ADA requirements as it relate to fire station renovation and addition. The proposer shall be responsible for pulling all necessary permits, paying all fees, and ascertain approved plans from the City.

Site design, building architectural and engineering design shall be under a single contract for a cost of the work with a guarantee maximum price. This included but not be limited to, site survey and soil testing as required; necessary permits

and fees; and civil and service utilities plans. No deferral submittals allowed, unless explicitly approved in writing by the Fire Chief.

Throughout the design process, keep in mind that the City is interested in simplicity, durability, long service life, lowering future maintenance/repair costs and reasonable standardization of the fire station.

### **PRICING TABULATION SHEETS**

Prices for all services as specified for service in this Proposal shall be included in the "A/E Services" pricing sheet. Total pricing for all services included in the Proposal shall be set forth in Appendix D.

## **4. PROPOSAL FORMAT GUIDELINES**

Interested entities or contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Firms, public entities and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.
7. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- The following certifications and specialized skill:
  - Registered Architect and Structural Engineer licensed in the State of CA.
  - C.A. Certified Access Specialist (CAS)
  - LEED Certified
- A summary of the firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- Provide at least five local references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
  - Client Name
  - Project Description
  - Project start and end dates
  - Client project manager name, telephone number, and e-mail address

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. ***Any past or current business relationship may not disqualify the firm from consideration.***

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, **but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

## 5. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, Five (5) hard copies plus one (1) disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

***Complete written proposals must be submitted in sealed envelopes marked and received no later than 10:00 a.m. (P.S.T) on January 27, 2014 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.***

City of Costa Mesa

City Hall

Office of the City Clerk

77 Fair Drive

Costa Mesa, CA 92628-1200

RE: RFP #1166 Fire Station #4 Renovation/Addition

- **Inquiries**

***Questions about this RFP must be directed in writing no later than January 6, 2014 via e-mail:***

Kim Wilson, RFP Facilitator

[Kimberly.Wilson@Costamesaca.gov](mailto:Kimberly.Wilson@Costamesaca.gov)

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and

additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than January 13, 2014. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

## **6. EVALUATION CRITERIA**

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

### **A. Qualifications of Entity and Key Personnel-----25%**

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

### **B. Approach to Providing the Requested Scope of Services-----20%**

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

### **C. Price Proposal-----30%**

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

- D. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----**25%**

## **7. EVALUATION OF PROPOSALS AND SELECTION PROCESS**

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

### **A. Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

### **B. Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

### **C. Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for February 20, 2014 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

## **8. PROTEST PROCEDURES**

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

## **9. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

## **10. EX PARTE COMMUNICATIONS**

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

## 11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

## 12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

## 13. CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

***The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.*** Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

## 14. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any

officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

## 15. STANDARD TERMS AND CONDITIONS

### **Amendments**

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information.

### **Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

### **Insurance Requirements**

City requires that licensees, lessees, and vendors have an **approved** Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

# APPENDIX A



## REQUEST FOR PROPOSAL

### *Fire Station #4 Renovation/Addition*

### VENDOR APPLICATION FORM

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION  LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL  SOLE PROPRIETORSHIP

PARTNERSHIP  UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

City of Costa Mesa Business License Number: \_\_\_\_\_

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

# APPENDIX B

SAMPLE

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH VENDOR NAME HERE  
FOR  
Fire Station #4 Renovation/Addition**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of February, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Golden Star Technology, Inc., a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to have Consultant provide desktop implementation services 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 Proposal attached hereto as Exhibit "A" and 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 Manager or his 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 pricing set forth in Exhibit A. Consultant's total compensation shall in no case exceed \_\_\_\_\_.

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. 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 \_\_\_\_\_ 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 "B" 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 Manager 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:

IF TO CITY:

CONSULTANT

City of Costa Mesa

Address

77 Fair Drive

City, State

Costa Mesa, CA 92626

Tel:

Tel: 714-754-5618

Attn:

Fax: 714-754-5002

Attn: Purchasing Department

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 "C" 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

\_\_\_\_\_

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

Chief Executive Officer

CONSULTANT

\_\_\_\_\_

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

Signature

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_

Risk Management

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

APPROVED AS TO CONTENT:

\_\_\_\_\_

Project Manager

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

**EXHIBIT A**

**CONSULTANT'S PROPOSAL**

**EXHIBIT B**

**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;
  - b. Establishing a Drug-Free Awareness Program to inform employees about:
    1. The dangers of drug abuse in the workplace;

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

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;

3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

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.

**EXHIBIT C**

**CERTIFICATES OF INSURANCE**

# APPENDIX C

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Fire Station #4 Renovations/Addition RFP at any time after December 20, 2013

---

**OR**

I certify that Proposer or Proposer's representatives have communicated after December 20, 2013 with a City Councilmember concerning the Fire Station #4 Renovations/Addition RFP. A copy of all such communications is attached to this form for public distribution.

---

# APPENDIX D

## PRICING PROPOSAL

### FIRE STATION #4 RENOVATION/ADDITION

Provide an all inclusive price for each option in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Option 1	\$
Option 2	\$

# APPENDIX E

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

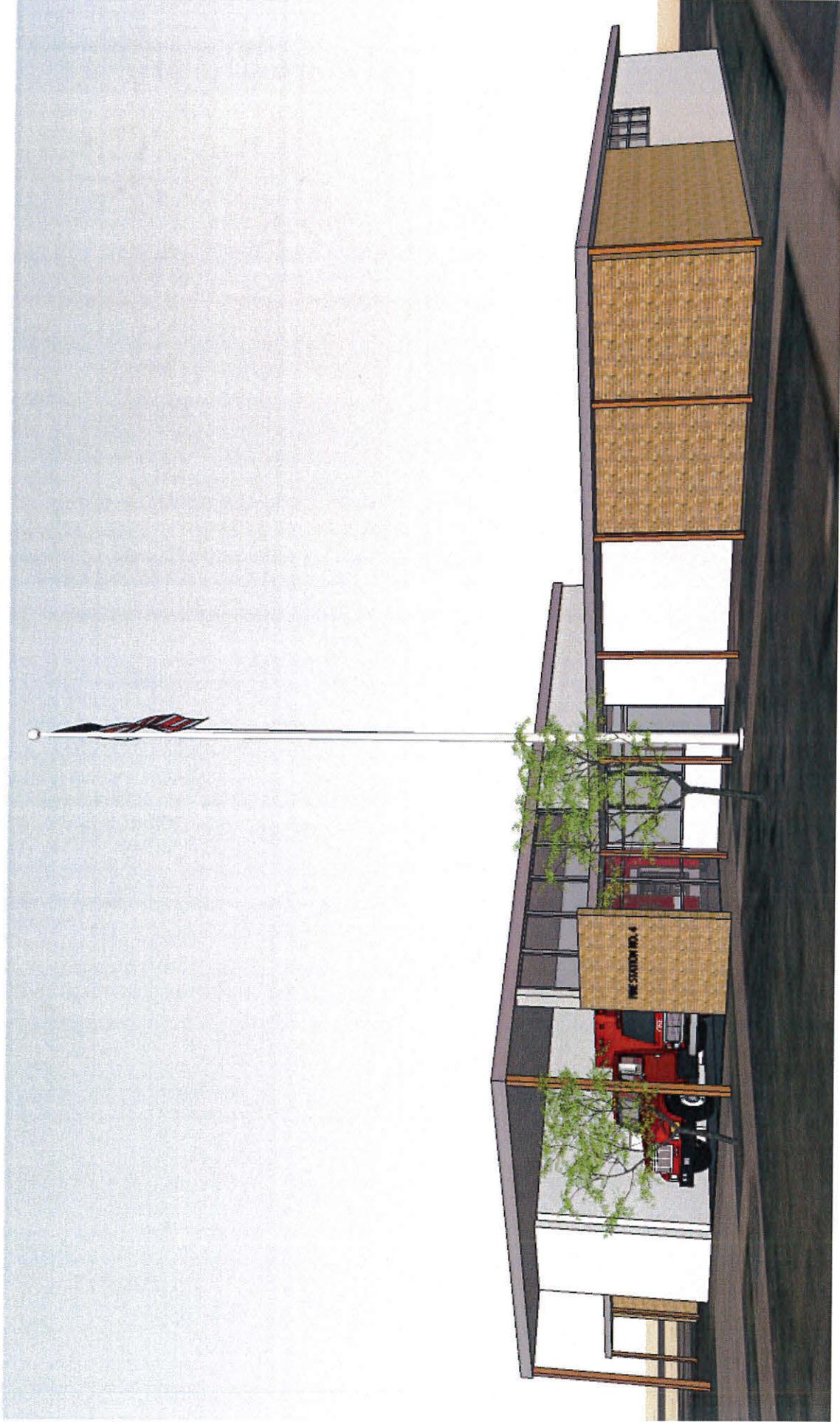
# APPENDIX F

#### DISCLOSURE OF GOVERNMENT POSITIONS

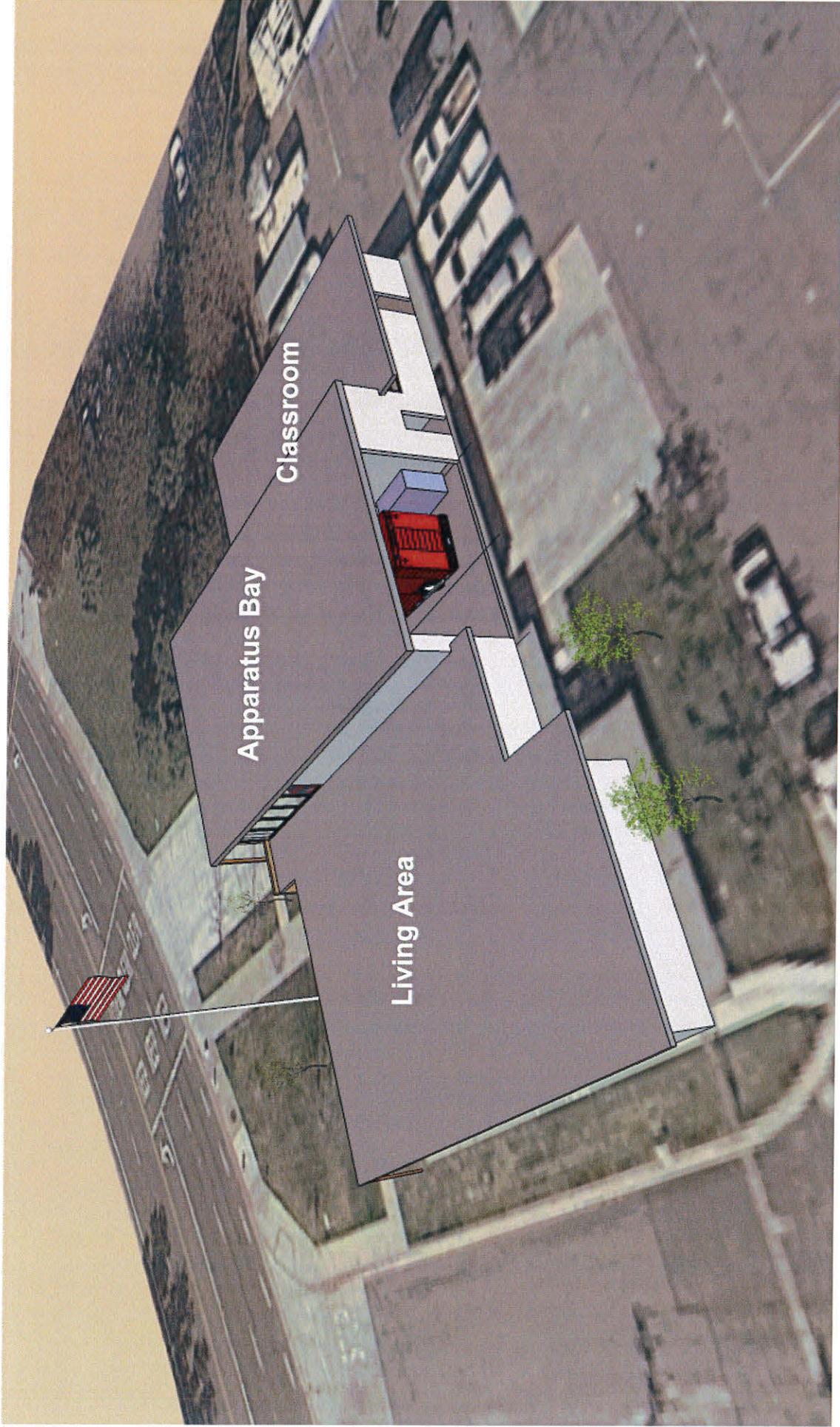
Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

# APPENDIX G

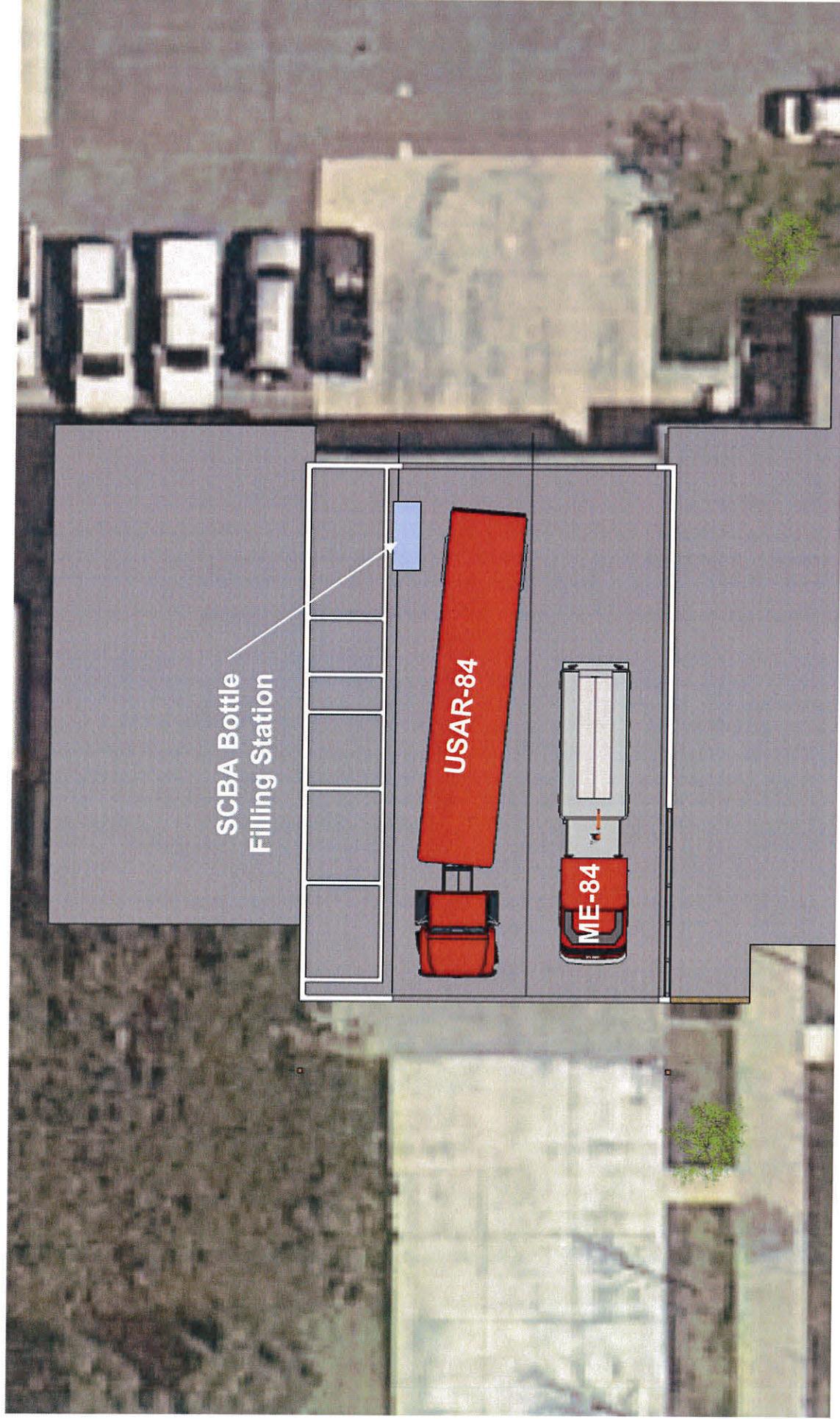
# Fire Station 4 Current Front View



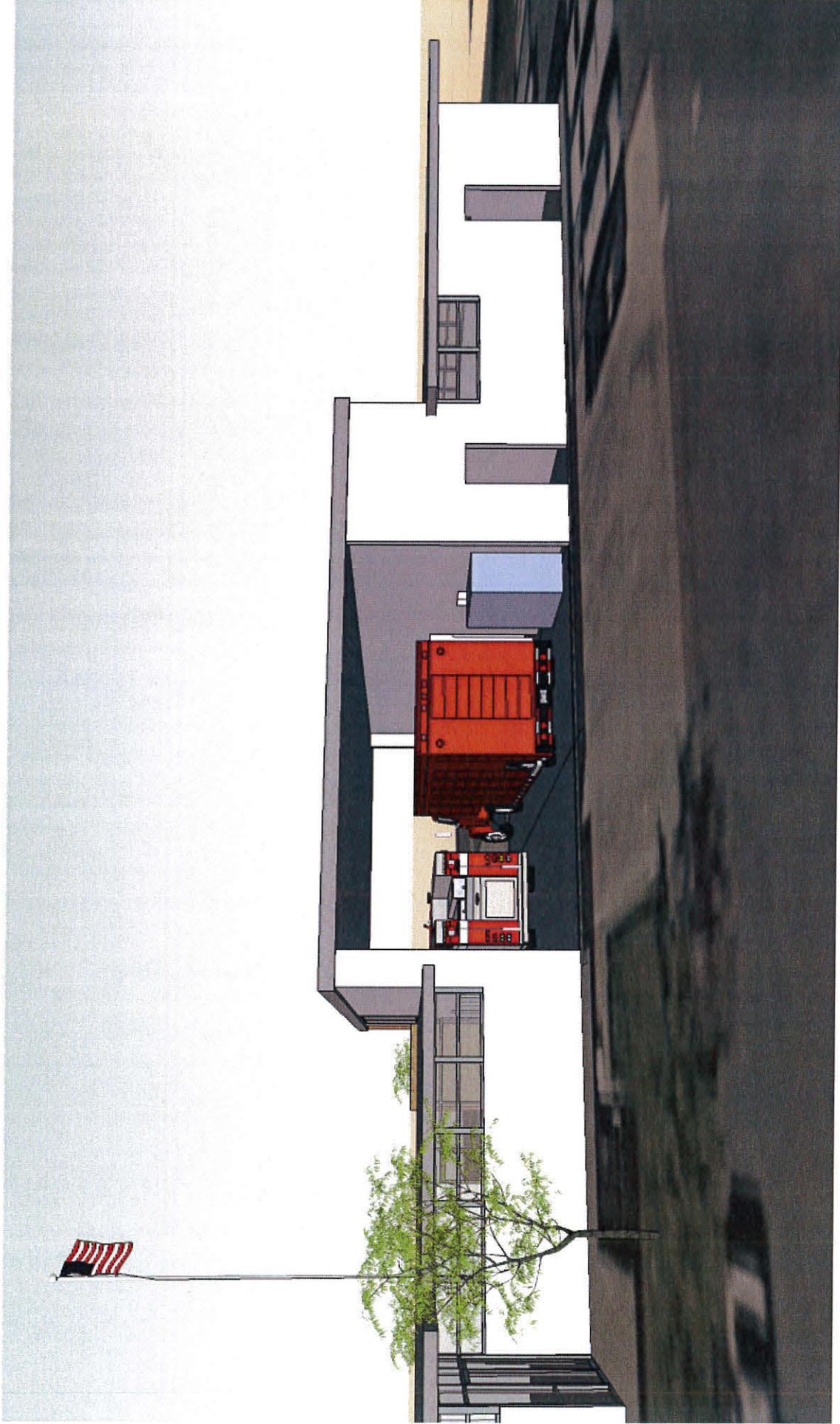
# Station 4: Current Layout



**Station 4: Fig. 1 (Current View)**

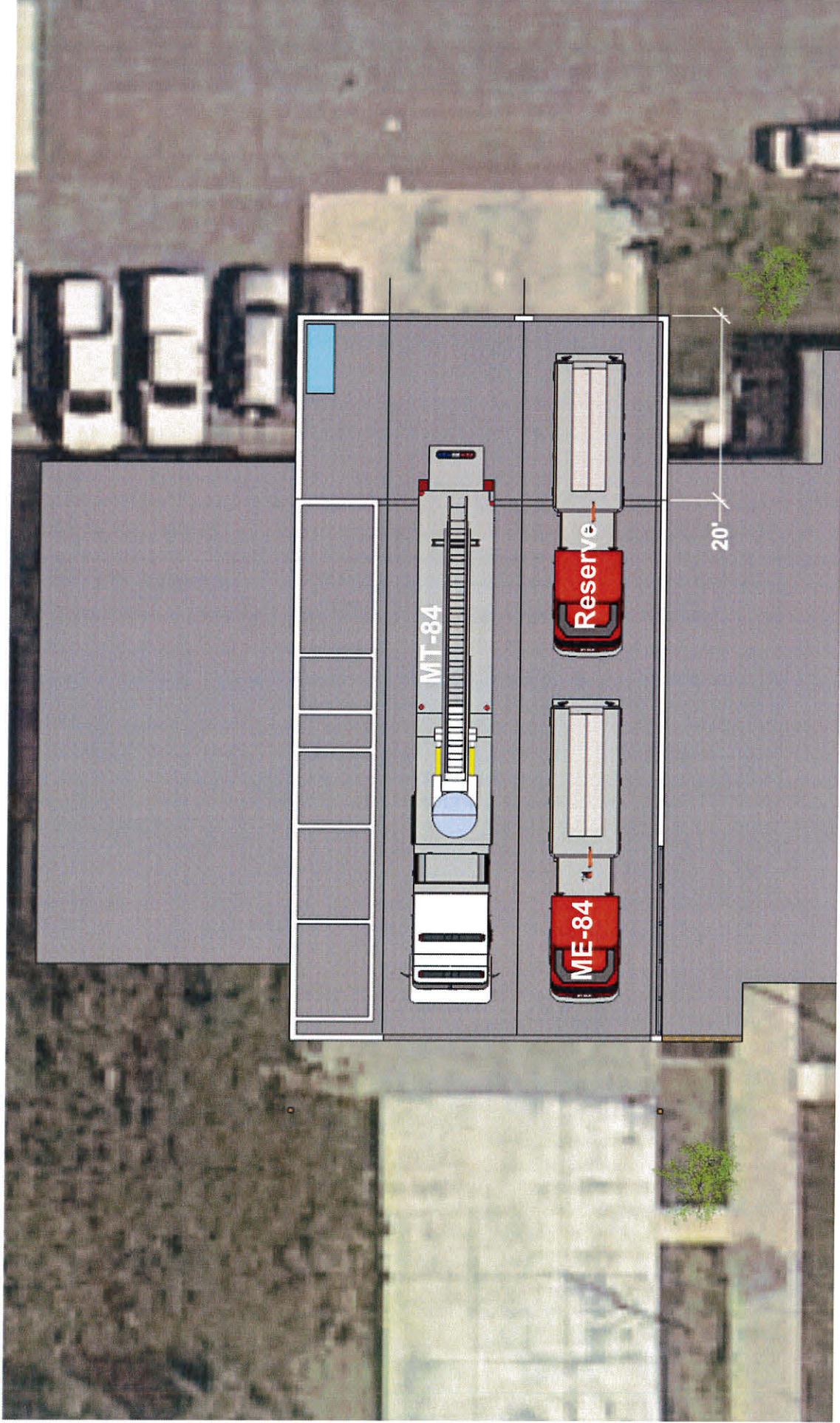


# Station 4: Current Rear View



# Station 4: Fig. 2 (Conceptual Design)

(20' Build Out)



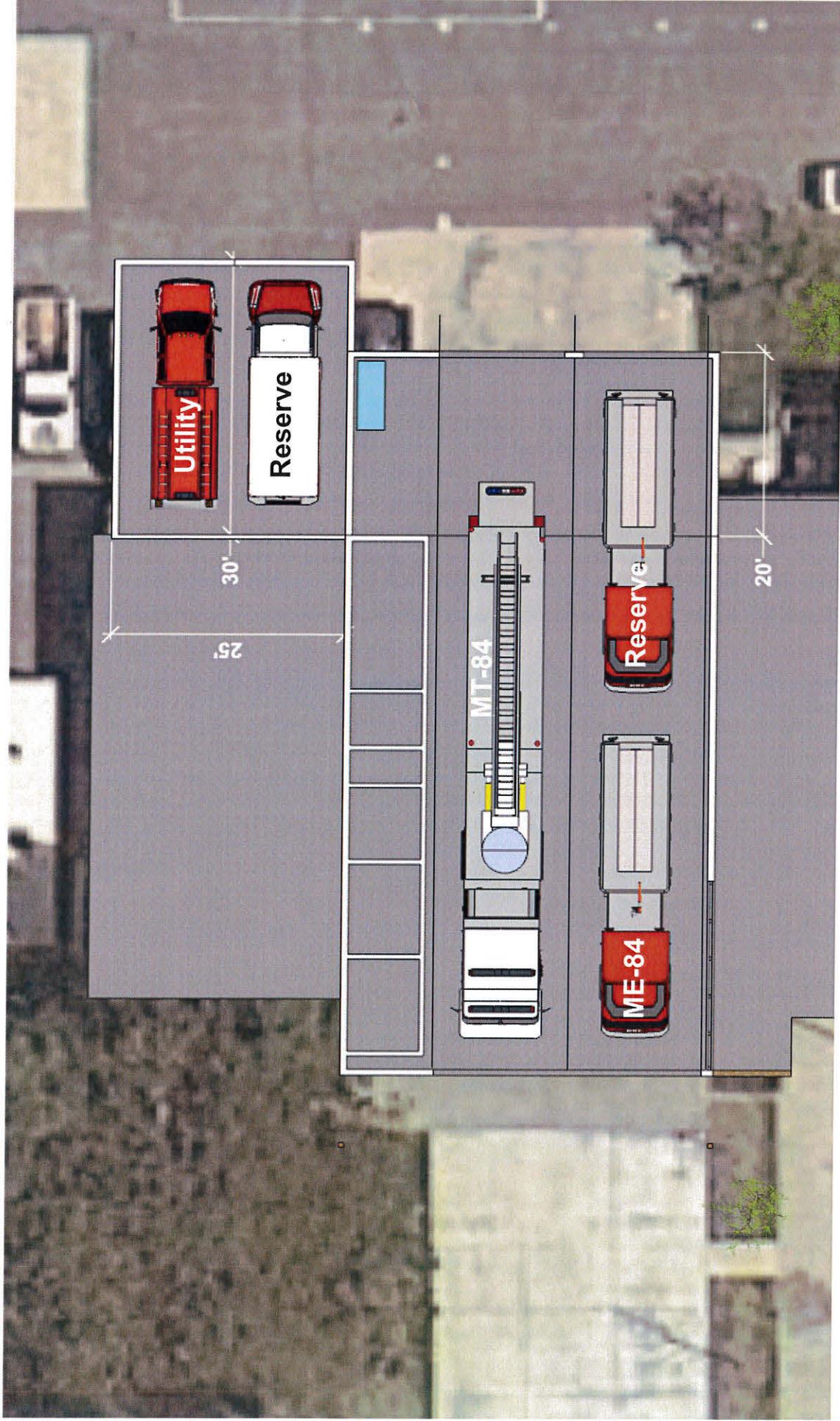
# Station 4: Option 1 Rear View

(20' Build Out)



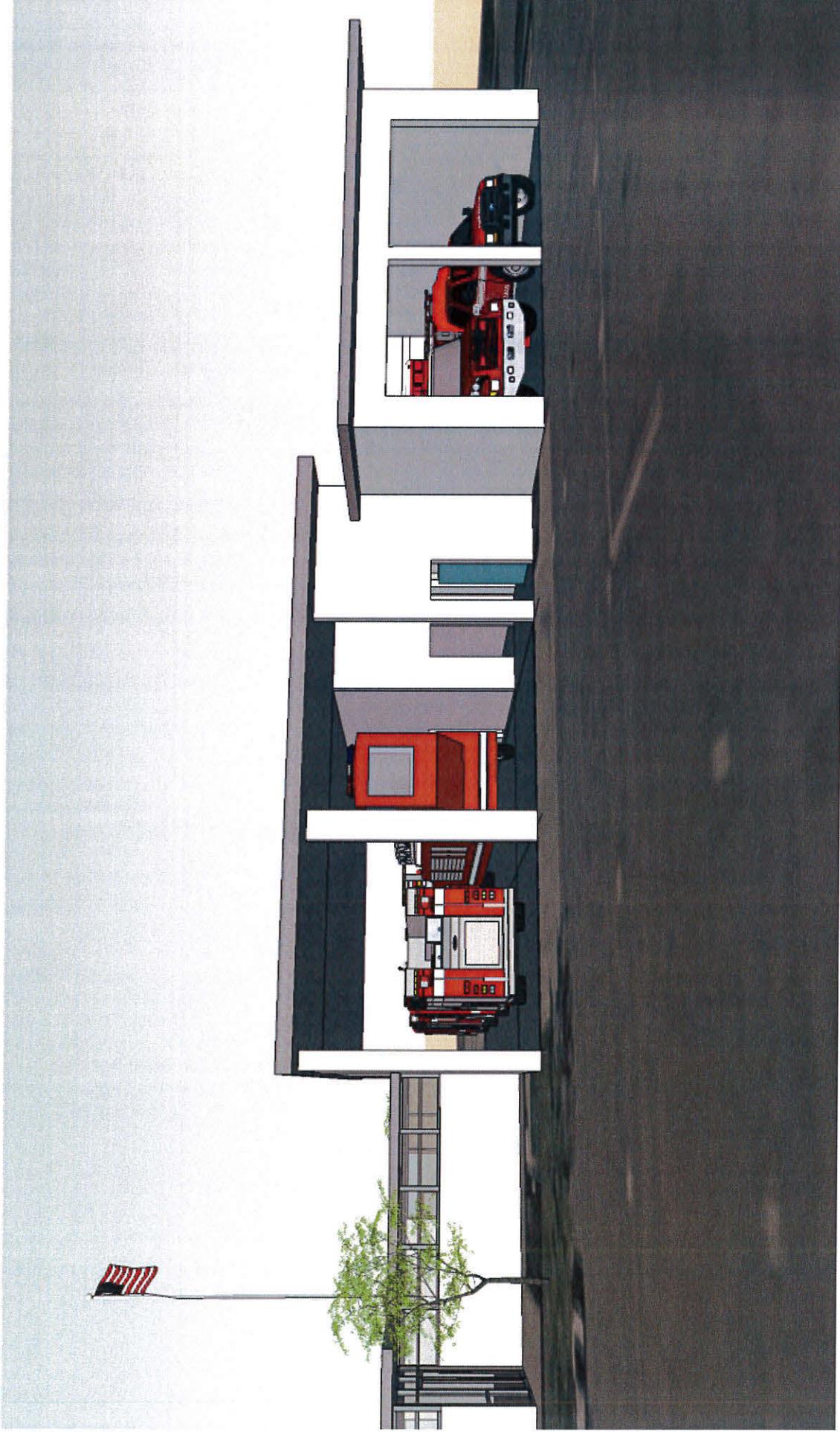
# Station 4: Option 2 Plan View

(20' Build Out & Reserve Unit Storage)

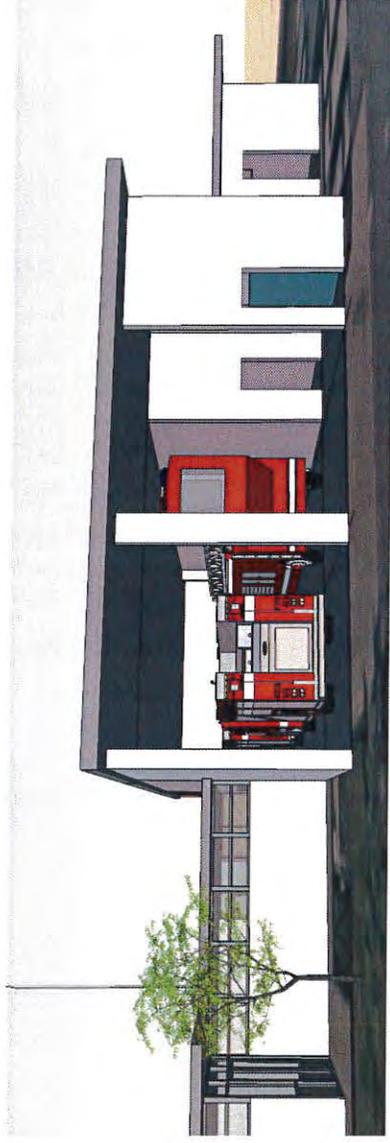


# Station 4: Option 2 Rear View

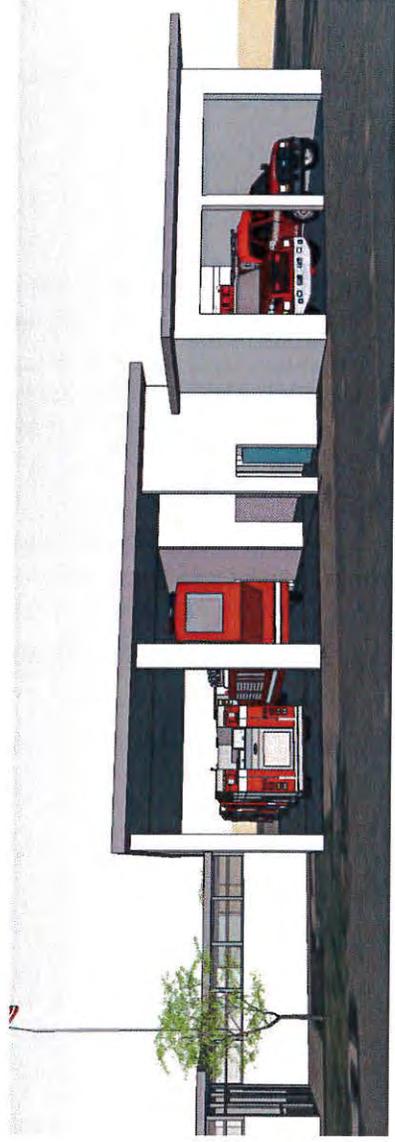
(20' Build Out & Reserve Unit Storage)



# Station 4: Options 1 & 2



Option 1



Option 2

**EXHIBIT B**

**CONSULTANT'S PROPOSAL**

Reference Attachment 2

# Proposal for Fire Station #4 Renovation/Addition

CITY OF COSTA MESA



# Proposal for Fire Station #4 Renovation/Addition

CITY OF COSTA MESA



January 27, 2014

Ms. Kim Wilson  
**City of Costa Mesa | City Hall**  
77 Fair Drive  
Costa Mesa, CA 92628

**SUBJECT: Proposal for Fire Station #4 Renovation/ Addition  
RFP No. 1166**

Dear Ms. Wilson and Members of the Selection Committee:

IDS Group is pleased to present this proposal for the Renovation/Addition of Fire Station #4 to the City of Costa Mesa. IDS is an award-winning multi-discipline architecture and engineering consulting firm with specific skill in the retrofit and rehabilitation of existing facilities. With over 70 professionals, IDS provides industry-leading expertise in the renovation and expansion of essential facilities..

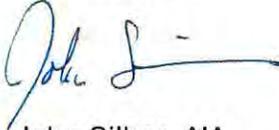
- IDS is one of the most respected architecture and engineering firms in California. Our proposed project architects and engineers have renowned reputations, with significant hands-on experience with public agency rehabilitation and development projects. Our principals and staff have been serving on many code development committees and have published over 100 technical papers and engineering articles on structural and seismic design and the retrofit of buildings.
- IDS has performed as the executive engineer on similar renovation and expansion projects for numerous clients. Our clients include: City of Huntington Beach, City of Anaheim, City of Los Angeles, City of Fullerton, City of San Bernardino, City of Riverside, City of Orange, City of La Palma, City of Newport Beach, City of Irvine, City of Santa Monica and many other counties, cities and state agencies.
- We pride ourselves in our ability to develop creative design solutions that are cost-effective and least-disruptive to the structure and its occupants. We strive to provide solutions that enhance the functionality of the existing structure by adding elements that improve usability but also serve to provide seismic strengthening. For our innovative design and upgrade projects, we have won multiple “*Excellence in Structural Engineering*” awards from the Structural Engineers Associations of California and Southern California during the last eight years.
- As a full-service Architectural/ Engineering consulting firm, IDS provides ancillary consulting support services in-house, if needed, including architectural / ADA, mechanical / electrical and civil engineering, surveying, cost estimating, and LEED sustainability services.

IDS Group hereby acknowledges receipt of Amendment Number 1. Acknowledgment of the Amendment documents is included following this cover letter. Additionally, we acknowledge that the proposal price will be valid for a period of 180 days.

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 me at 949.387.8500 should you have any questions.

Sincerely,

**IDS Group, Inc.**

A handwritten signature in blue ink, appearing to read "John Silber", with a horizontal line extending to the right.

John Silber, AIA  
Principal Architect



REQUEST FOR PROPOSAL

FOR

FIRE STATION #4 RENOVATION/ADDITION

RFP NO. 1166



Fire Department

CITY OF COSTA MESA

Released on January 7, 2014

The referenced document has been modified as per the attached Amendment No. 1

Please sign this Amendment where designated and return the executed copy with submission of your proposal. This amendment is hereby made part of the referenced proposal as through fully set forth therein. Any questions regarding this amendment should be addressed to Kimberly Wilson, email [Kimberly.Wilson@Costamesaca.gov](mailto:Kimberly.Wilson@Costamesaca.gov)

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
- ~~6. Firms, public entities and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.~~
- ~~7. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.~~

*All other provisions of the invitation of this proposal shall remain in their entirety.*

*Vendors hereby acknowledge receipt and understanding of the above Amendment. Complete & sign below and include this with your proposal for this RFP.*

      1/27/14  
Signature                  Date

IDS Group, Inc.  
Company Name

Rami Elhassan, Principal  
Typed Name and Title

1 Peters Canyon Rd, Suite 130  
Irvine, CA 92606  
Address



## REQUEST FOR PROPOSAL

### *Fire Station #4 Renovation/Addition*

### VENDOR APPLICATION FORM

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: IDS Group, Inc.

Contact Person for Agreement: Rami Elhassan, PhD, SE

Corporate Mailing Address: 1 Peters Canyon Rd, Ste 130

City, State and Zip Code: Irvine, CA 92606

E-Mail Address: rami.elhassan@idsgi.com

Phone: 949.387.8500 Fax: 949.387.0800

Contact Person for Proposals: Marc Block

Title: Marketing Manager E-Mail Address: marc.block@idsgi.com

Business Telephone: 949.387.8500 Business Fax: 949.387.0800

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION  LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL  SOLE PROPRIETORSHIP

PARTNERSHIP  UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Said Hilmy, PhD, SE, LEED AP	President	949.387.8500
Rami Elhassan, PhD, SE	Vice President	949.387.8500

Federal Tax Identification Number: 33-0819861

City of Costa Mesa Business License Number: None

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

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## Background and Project Summary

This scope of work for this project is consistent with previous assignments that we have performed for other clients in Southern California. IDS' primary goal for this assignment is to ensure that the City of Costa Mesa is provided with prompt, cost-effective and quality professional architectural and engineering services.

The following presents our proposed Scope of Work, including a brief description of the activities associated with each scope item.

### Background

Fire Station No. 4 is a one-story, 6,000 SF type V-1hr construction, designed and built under the 1964 UBC. The occupancy class is F-2, E-4, and G. The existing apparatus room is 39'-10" X 58'-9". The dimension from the finish floor to the top roof steel beams is 16'-0". The existing apparatus bay currently housed 2 fire engines, the USAR-84, and the ME-84, and the SCBA Bottle Filing Station.

The Fire Station requires a renovation and add on to accommodate additional vehicles and relocate the SCBA Bottle Filing Station. The design will include the 2 options described below:

**Option 1:** Extend the existing (39'-10" W x 58'-9" L) apparatus room at the roll-up door (East) side by 20' L x 16' H, to accommodate two ME-84 fire engines and one MT-84 ladder truck.

**Option 2:** In addition to option 1, add a 25' W x 30' L x 12' H garage adjacent but not attached to the new addition or existing classroom structure that will accommodate one utility and one reserve fire truck.

Description of the scope includes discussion of necessary payment of fees we understand to be part of the project description but not the scope of A/E services included in the fee portion of this proposal.

### Project Goals

All our services will comply with the 2013 edition of the California Building, Fire, Plumbing, Mechanical, Electrical, and Green Standards Code. Our architects and engineers are thoroughly familiar with current accessibility regulations and federal ADA requirements as they relate to fire station renovation and addition. We will be responsible for pulling all necessary permits, paying all fees, and obtaining approved plans from the City.

Site Design, building architectural and engineering design will be under a single contract for a cost of the work with a guarantee maximum price.

IDS aims to streamline the process for the City of Costa Mesa by keeping in mind simplicity, durability, long service life, lowering future maintenance and repair costs, and reasonable standardization of the fire station.

## Methodology

### Implementation Plan

Our implementation plan is based on an effective management of project and resources and will include developing a project schedule, implementing effective communication protocol, monitoring project cost and budget, and implementing quality control measures to ensure quality products as follows.

Our plan is based upon a hierarchical team approach and is led by the Project Manager, **Mr. John Silber, AIA**. In this plan, and as identified in the organization chart, he will assign a Project Engineer, Architect and assemble the project team, matching the special capabilities of our staff and / or consultants with the requirements of the project. The Project Manager is committed to meeting staffing and schedule requirements necessary for successful project completion.

Project communication begins with establishing project responsibilities, organizational structure and clear lines of reporting within the consulting team. Based on our experience in similar projects, we have developed a clear and efficient management procedure for our services.

In this management plan, the Project Manager will give the City a single-point of contact / responsibility for the overall contract. In addition, the Project Manager will:

- Ensure that the team is supported with the commitment of necessary resources of the firm to respond to the project needs for a successful project completion.
- Develop the project schedule and monitor the progress of the project through standing team meeting and monitor the review budget at various stages. Provide progress reports and facilitate the review of the work.
- Monitor the technical performance of the project team, ensure quality and consistency (QC), and ensure detection and resolution of project performance issues before they become problems.
- Ensure that the City is clearly informed of the progress and status of the project.
- Enhance working relationships of team members and the City.

Each **Project Engineer | Architect** assigned for each needed discipline (mechanical, electrical, architectural, etc.) project assignment will:

- Have full responsibility for the discipline from start to finish, immersing himself/herself in the project and reporting progress to the Project Manager through standing meetings scheduled at the start of the project.
- Assume full responsibility and liability for the work performed by assigned staff and bear full responsibilities for the work.
- Attend necessary meetings, perform required site visits to project site(s) and perform project design / design review.

**Quality Assurance:** Quality Assurance has been always our company's strong commitment. We emphasize establishing and maintaining technical and professional expertise among our staff and in their work product. We are staffed with licensed professionals, as are our sub-

consultants. All our professionals are encouraged to maintain membership in professional organizations, to attend professional development conferences and to sustain proficiency within the field of engineering.

We implement a written and detailed program for quality assurance / quality control. It requires the review of all engineering work by a QA|QC manager who is qualified in this type of review. The main objective of this program is to satisfy the client's need for quality work expected from our design team and also to limit the exposure of the county from problems that may arise during construction.

Our practice stresses response to project requirements, adherence to applicable codes and regulations, developing work products consistent with standards prevailing in the profession and producing documents conforming to our in-house standards established. Throughout the course of the project our Project Manager will be in continuous contact with our team members to ensure efficient use of the capabilities of the entire team. He will ensure that our team understand the County's requirements and preferences as well as to assure adherence to the project schedules and deliverables in a timely manner. The City will be provided with a minimum of a biweekly update of the progress of the work.

**Staffing and Resources Management Plan:** Our team members are guaranteed to be available on request to serve the **City of Costa Mesa**. IDS has a total staff of over 70 professionals and our team members all have the depth and adequacy of resources to successfully complete assigned projects within the County-specified time frame.

Our experience with our clients has been to furnish the most expeditious and efficient response time available. Our current and projected backlog of projects will enable us to provide a quick turnaround for this project. We are sufficiently staffed with licensed engineers and designer and our team has the required specialized and in depth resources necessary to ensure that project assignments will be performed according to schedule.

### Scope of Work

The project consists of two phases. Phase I will complete the process of establishing which of the two options will be fully developed. Phase II will see the full development of construction documents, permitting, and construction. Both phases will be completed at a fast paced and focused development in order to meet the City's project schedule.

### Facility Performance

Based on the building's designation as an essential services facility, the performance of its structural systems as well as its non-structural systems and equipment is of great importance. In this project, IDS will work closely with the City to identify the impact to systems critical to the facility's continued operation arising from the addition.

### Phase I Scope of Work

**Phase I** will consist of development of the two options from concept to Schematic Design alternatives with their associated probable costs and recommendations. The evaluation will include a thorough and detailed review of the structure and systems that would affect the performance of this Essential Facility. Statements of probable costs associated with the each alternative will also be developed in this phase in order to allow the City to make informed decisions regarding the project. We anticipate approximately 3 to 4 meetings with

the City to discuss the project during this phase. Phase I will conclude with the City's selection of a Preferred Option Schematic Design.

1. **Kickoff | Project Mobilization:** Review the project goals and anticipated results along with our understanding of the project and our plan of project delivery with the City. Establish standing / periodic meetings and communication protocol. Establish desired structural performance levels and acceptance criteria and identify permit requirements for the project, including disabled access compliance, and fire-life safety improvement requirements. Schedule field reviews and testing.
2. **Document Review and Field Reviews:** Review the available documents and identify areas where additional information is required. Visit the facility to investigate and verify the existing configurations and condition of the structure. If required, the capacity of the existing foundations as well as any proposed new foundations will be established in consultation with our geotechnical engineer. Soil boring and sample testing may be necessary.
3. **Preliminary Architectural/ Engineering Systems Analysis:** Assess the capacities of the structural components. Perform preliminary structural | seismic analysis and develop retrofit schemes with a focus on minimizing facility disruption while balancing cost and feasibility. Evaluate the proposed Scheme 1 and Scheme 2 in terms of potential impacts to the facility operations, as well as impacts to architectural features and MEP components.
4. **Develop one Schematic Design each for Option 1 and Option 2:** Development of these preliminary concepts and review of their impact on the Facility as well as their constructability are important at this stage of the project. IDS will ensure that its work is focused on the identifying the most probable design solution for each option and identifying significant roadblocks to their ultimate implementation early in the design.
5. **Statement of Probable Cost:** Prepare a preliminary Statement of Probable Cost for each alternative, and present / discuss all options with the City along with their advantages and disadvantages.
6. **Report | Presentation:** Submit one Schematic Design each for Option 1 and Option 2 and budget for same, and solicit City feedback. This work includes preliminary work limits and staging plans for discussion purposes. Update concepts, work plans and costs as appropriate based on meeting results.

### Phase II Scope of Work

**Phase II** consists of the preparation of construction documents and implementation of the Preferred Option Design and the construction of that Preferred Option. The project design will include consideration of the facility's location, neighborhood vicinity, and use and maintenance as a public structure. Sustainable building practices as well as the City's Green Building design and construction guidelines will provide a basis for the design. This design will also comply with the current Building Code and standards. Finally, our work will be closely coordinated with the City in order to meet the project timeline while providing clear and comprehensive Construction Documents for bid and construction. We anticipate attendance at regularly scheduled meetings with the City to discuss the project.

1. **Complete Design and Specifications:** Prepare analyses, design calculations and construction drawings and specifications to meet the project goals, building codes and City standards. This design will provide innovative solutions to minimize disruption of Facility operations and activities as well as consideration of construction costs. This will include all necessary architectural, structural, mechanical, electrical, plumbing, fire protection, and civil design services required for obtaining necessary permits.
2. **Field Constructability Review:** Take the Preferred Option Schematic Design to the field to visually confirm constructability, and make adjustments as necessary. A key aspect of this constructability review is determining potential impacts on building operations and non-structural systems, and integrating this information into the most cost-effective / least-disruptive design solution. IDS' in-house experts in architectural, mechanical, plumbing and electrical systems and engineering will play a key role in helping to minimize adverse impacts to non-structural systems.
3. **Preliminary Statement of Probable Cost:** Update the preliminary Statement of Probable Cost at the Design Development stage to ensure that the project design is on-track and consistent with the City's plans and budget for project implementation.
4. **City Review:** Although collaboration with the City will be made throughout the process, a formal submittal of project documentation at the Design Development stage will be provided for City review. This submittal will include the probable cost indicated above.
5. **Finalize Construction Document Package:** Finalization of the Construction Document package will continue through the City review period, however, this finalization will also incorporate any comments or concerns identified by the City during their review.
6. **Final Field Constructability Review:** As the Construction Documents are nearing completion, IDS will visit the site once more to verify the documents and make adjustments as necessary based on construction issues or other design items identified.
7. **Final Statement of Probable Cost:** Prepare a final Statement of Probable Cost based on the completed Construction Documents. This Statement of Probable Cost will be provided in sufficient detail to ensure the successful completion of the project within the approved budget.
8. **Project Submittal:** Submit the Construction Document package for Plan Check and provide support through the plan check approval process to obtain the necessary permits. Any comments received through this process will be incorporated into the Construction Documents. As the documents are finalized for approval, IDS will perform final checks to ensure that bid documents comply with all owner and regulatory agency general conditions, general requirements and construction regulations.
9. **Bid Support:** Support and assist the City in bidding the project and performing bid evaluation as requested. Attend a job walk and answer questions from interested bidders.

10. **Construction Administration:** Provide project management services throughout the course of the project, including discipline coordination / document checking, coordination with owner's representatives, data coordination, value engineering analysis, site analysis, off-site utility studies, materials research / specifications, constructability reviews and sustainability.
- Attend regularly scheduled meetings to discuss the project.
  - Respond to contractor's requests for information and review submittals during construction.
  - Provide appropriate on-site observations / job walks during construction to maintain awareness of the project development and to assure conformance with the contract documents; prepare deficiency reports if required; provide review and approval of all items required by the construction contract; evaluate Change Order Requests; provide supplemental documents for clarification for resolution of conflicts encountered during construction.
  - Develop punch lists and recommendations to the City for substantial completion date and acceptance of all corrective and completion work by the contractor; ensure that all specified submittal / close-out documents are received prior to payment to the contractor and are responsive to the intent.

### Standards of Work – Deliverables

As a leader in the field of architecture and engineering for building additions and modifications, IDS is accustomed to providing high quality documents that provide clear and concise descriptions of the project results. The design furnished under the scope of this proposal will be of a quality acceptable to the City.

Deliverables will be neat in appearance, organized, and technically and grammatically correct, and all provided dimensions will be in English units. IDS will at no additional cost to the City, correct errors, omissions, and any incorrect or improper analysis and / or drafting in the report that are discovered subsequent to completing the report review process.

### City Collaboration

City assistance/support with regards to the following is essential to the timely and cost-effective completion of this 90 day project. Therefore our proposal assumes:

1. The City provides as-built drawings of the facility
2. That City selection of the preferred option at schematic design is made within one week
3. Building permit approval can be made without discretionary public hearings concerning Planning/Zoning (i.e. CUP/Variance/Zone Change or Design Review Board)
4. Building Permit review and approval completed on an expedited basis
5. Any SWPPP/NPDES processing will be done by the city or by IDS as additional services.

Additional Assumptions and Exclusions:

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- Any landscape architecture by others than IDS or as additional services by IDS
- Additional electrical load assumed to not require service upgrade
- Engineering for installation or modification of existing essential facility emergency electrical power system excluded or provided as additional services by IDS

**Creative and Innovative Approach**

IDS Group integrates the A/E team into an all-under-one-roof/all-at-the-same-time process. The architects and engineers of IDS will make the first site visit/investigation together so as to brainstorm on the spot. This allows for a rapid determination and the most engineering-friendly schematic design. What IDS proposes at schematic design will be buildable and cost-effective. This speeds development of the construction documents and the approval of plans at permit.

**Project Schedule**

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

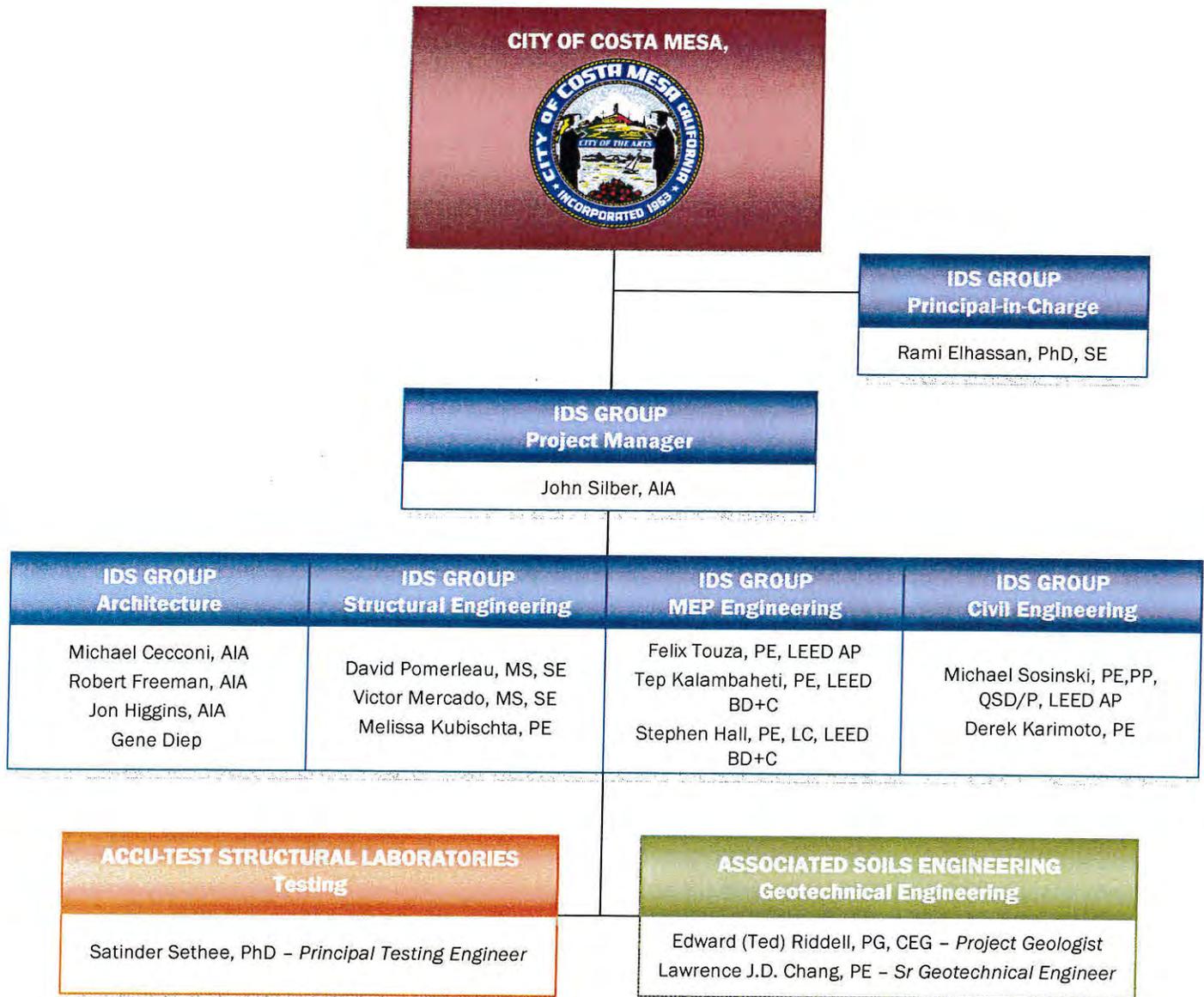
The anticipated | proposed project schedules for this project is outlined below.

<b>Task</b>	<b>Week #</b>
As-Built Documentation	0-1
Schematic Design for Two Options: Analysis and Design	2-3
Presentation of Schematic Design: Meet with City (Include Cost Estimate)	3
Receive City Preferred Option Directive	3
Design Development – Preferred Option	4-5
Present Preliminary Design (30% CD) to City and Secure Directives (include updated cost estimate)	4-5
Construction Documents - Complete to 90%	6-10
Submit 90% Construction Documents to City and to Building Department	10
Plan Check to Permit Ready - Incorporate City ‘Redlines’	10-13
Permit Ready to Issue – Project Ready for Bid Phase	13

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### Staffing

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 A/E services to many Cities in Southern California.



Additional Team Resumes available upon request.



**John Silber, AIA**  
*Project Manager*

### 48 Anticipated Hours of Service

Mr. Silber has been an active member of the architecture and urban design of Southern California for 40 years. His work has covered a broad range of urban projects, including a number in areas of special interest, such as the link public education creates between culture and economic vitality. He has mastered the interface between older buildings and modern code standards for fire/life safety, energy, and accessibility. Mr. Silber is the former Architectural Director of the Los Angeles Community Design Center. He has also served as a Project Architect with Rob Wellington Quigley, FAIA, in San Diego and with Solberg and Lowe, AIA, of Santa Monica.

#### Education

- Masters of Architecture, Southern California Institute of Architecture (SCI-ARC)
- Bachelors of Arts, English Literature, University of San Diego

#### Professional Credentials

- Licensed Architect: California (#C-15573)
- American Institute of Architects (AIA)



**Rami Elhassan, Ph.D., SE**  
*Principal-in-Charge*

### 24 Anticipated Hours of Service

Mr. Rami Elhassan, PhD, SE, has over 23 years of experience in the design and analysis of buildings. He has managed and performed structural design and evaluation services of buildings and structures for many clients from the private and public sectors.

#### Education

- Doctorate, Earthquake and Structural Engineering, University of California, Los Angeles
- Master of Science, Structural Engineering, University of California, Los Angeles
- Bachelor of Science, Civil Engineering, Aleppo University

#### Professional Registration

- Professional Structural Engineer: California (#S-3930)
- Professional Civil Engineer: California (#C-46592)



**Michael Cecconi, AIA, LEED BD+C**  
*Architect*

### 72 Anticipated Hours of Service

Michael has over 22 years of experience in architecture. His ability to transfer design intent into instructions for building is exemplary. His work has covered a broad range of civic and institutional projects and he brings extensive publicly funded project experience. His overall knowledge of all the many layers of building systems and ability to coordinate, denote, and

City of Costa Mesa

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manage creates a strong and complete project foundation. Michael will work closely with client representatives, professional consultants, approval agencies and construction team.

### Education

- Master of Architecture, Syracuse University
- Bachelor of Architecture, California State Polytechnic University, Pomona  
CSU International Programs – one year study abroad in Florence, Italy

### Professional Credentials

- Licensed Architect: California (#C-30141)
- American Institute of Architects (AIA)
- LEED Accredited Professional, Building Design and Construction (BD+C)

### Relevant Project Experience

- Ventura County Fire Department – Piru Station #28



**David Pomerleau, MS, SE**  
*Senior Structural Engineer*

### 52 Anticipated Hours of Service

Mr. Pomerleau is a licensed California Structural Engineer with over 22 years of structural engineering experience in building analysis and design, including industrial buildings, government buildings, hospitals, office buildings, parking garages, schools and theme parks. For his entire career, David has provided structural engineering consulting services to public agencies including the federal government, the State of California, local municipalities including counties and cities, as well as universities and educational institutions. David has led the IDS design team for many public works projects.

### Education

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

### Professional Credentials

- Professional Structural Engineer: California (#S-4537)
- Professional Civil Engineer: California (#C-55244)

### Relevant Project Experience

- Los Angeles Klinger Center Fire Department buildings.



**Felix Touza, PE, CxA, LEED AP**  
*Senior Mechanical Engineer*

### 8 Anticipated Hours of Service

Mr. Touza is experienced in all aspects of mechanical design and construction supervision, working with both consulting firms and contractors. With over 30 years of experience in HVAC and plumbing design, he has consulted for numerous facilities, ranging from industrial and institutional, to schools, hospitals, and food service. Mr. Touza has also served as an HVAC Project Manager for the design of the Los Angeles County+USC Hospital; a Senior Engineer in charge of QA/QC; and a Design Project Manager/Department Head.

**Education**

- Bachelor of Science, Electrical Engineering, University of Havana

**Professional Credentials**

- Professional Mechanical Engineer: California (#M-26942)
- LEED Accredited Professional



**Stephen Hall, PE, LC, LEED BD+C**  
Senior Electrical Engineer

**12 Anticipated Hours of Service**

Mr. Hall has over 33 years of experience in the electrical industry, including experience as an inside journeyman wireman in electrical construction, field engineering including design, construction and start-up, and consulting engineering of all types of electrical installations, including medium voltage electrical design. Stephen has the ability to direct multidiscipline engineering projects from concept to fully operational status through sound knowledge of engineering principles, practices and techniques as well as industry standards and all applicable codes.

**Education**

- Bachelor of Science, Electrical Engineering, University of Nevada, Reno

**Professional Credentials**

- Professional Electrical Engineer: California (#E-16317)
- LEED Accredited Professional, with specialty building design and construction
- Lighting Certified, National Council for the Lighting Professions

**Relevant Project Experience**

- Design for Prototype Fire Stations City of Las Vegas
- Fire Station #51, City of North Las Vegas – Emergency System Upgrade



**Michael Sosinski, PE, PP, QSD/P, LEED AP**  
Senior Civil Engineer

**8 Anticipated Hours of Service**

Mr. Sosinski has over 30 years of nationwide experience in public works engineering and real estate development. A LEED Accredited Professional with direct LEED project experience, his areas of expertise in design include complex hydrologic and floodplain studies, community water systems, and traffic and transportation improvements. He has led complex projects through multi-level agency review processes at the local, state, and federal levels.

**Education**

- Bachelor of Science, Civil and Environmental Engineering, Rutgers University

**Professional Credentials**

- Professional Civil Engineer: California (#C-77582), and New Jersey (#29929)
- Professional Planner: New Jersey (#3084)
- CASQA Certified QSD and QSP (#22786)
- LEED Accredited Professional

City of Costa Mesa

Fire Station #4 Renovation | RFP No. 1166

## Qualifications

The following project profiles demonstrate our extensive experience in approaching and delivering public agency construction documents, similar to the Renovation/Addition for Fire Station No. 4 (RFP No. 1166) project.

### Orange Fire Department, Fire Station #4

Orange, California



### Structural Improvements and Expansion

Dates | Status:  
Completed 2011

Project Team:  
Rami Elhassan, PhD, SE- Principal  
Victor Mercado, SE-Project Engineer

Reference:  
**City of Orange**  
Mr. Majid A. Farhat, PE  
Director of Design and Construction  
714.744.5562  
mfarhat@cityoforange.org

**Bundy-Finkel Architects**  
Mr. Timothy Bundy, AIA, LEED AP,  
714.850.7575  
tbundy@bundyfinkel.com

Fire Station #4 is located in the City of Orange, California. It is a 1-story Type V building with a total floor area estimated at 4,130 SF. IDS Group conducted site investigations and reviewed the existing structure, and performed detailed structural analysis. The expansion / upgrade consisted of the demolition of the existing wood-framed apparatus bay and the construction of an expansion in order to provide space for turnout storage, an exercise room and a larger apparatus bay. The existing roof diaphragm was evaluated and retrofitted with new shear transfer and drag connections. The construction documents of the structural modifications and expansion also included improvements to the kitchen, bathrooms, sleeping quarters, and site walls and the seismic bracing of non-structural elements.

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Fire Station #4 Renovation | RFP No. 1166

**Ventura County Fire Protection District, Fire Station #28**  
Piru, California



**Seismic Upgrade, Improvements, and Expansion**

Dates | Status:  
completed 2008

Project Team:  
Rami Elhassan, Ph.D., SE –  
Engineer of Record  
Victor Mercado, MS, SE–Project  
Engineer | Construction  
Administrator  
Michael Cecconi, AIA, LEED AP

Reference:  
**DeWees Design**  
Mr. Donnie DeWees, Dir. of  
Design  
(949) 246-2809  
ddewees@socall.rr.com

Fire Station #28, located in Piru, California, is a 1-story Type V building with a total floor area estimated at 3,450 SF.

IDS Group conducted site investigations and reviewed the existing structure, and performed detailed seismic evaluation and retrofit. The seismic retrofit work included strengthening of the roof diaphragms, providing shear transfer connections and drag members, and new shear walls, and the addition of a new two-bay steel moment frame and foundation at the apparatus bay doors.

The review of the non-structural elements, including mechanical, electrical, and architectural elements of the building revealed that many of these elements are not adequately braced for seismic loads. Failure of these elements could lead to falling hazards and interruption to the operation of this essential facility.

Subsequent to our findings, structural documents for the seismic upgrade and retrofit of the structural and non-structural elements were developed into construction documents. The construction documents of these improvements also included a 900 SF expansion with improvements to the kitchen, bathrooms, and sleeping quarters.



City of Costa Mesa  
Fire Station #4 Renovation | RFP No. 1166

**Santa Monica Fire Station No. 3**  
Santa Monica, California



**Structural Evaluation for Seismic Retrofit**

Dates | Status:  
February 2013- near completion of  
structural evaluation phase

Project Team:  
Rami Elhassan, PhD, SE structural  
David Pomerleau, MS, SE structural  
Melissa Kubischta, PE -structural

Reference:  
**City of Santa Monica**  
Mr. Christopher Dishlip, PE, LEED AP  
Civil Engineer  
310.458.2201 ext 5989  
Christopher.dishlip@smgov.net

Background: Fire Station No. 3 is currently active and serving the northern and central area of the City of Santa Monica. It was built in the early 1970's, but several additions have since been made including a storage room and sleeping quarters. The City requested a seismic retrofit of the building which requires ADA/ Accessibility improvements. In conjunction with the development of the seismic retrofit plans, IDS reviewed the facility for accessibility and is developing several options for removing barriers. Due to the layout of the outdated spaces, these improvements require modification of several spaces to provide accessibility and also to better serve the Fire Station staff. IDS also provided an Opinion of Probable Cost for the implementation of the structural upgrades, the accessibility improvements as well as the retrofit of non-structural items and equipment.



City of Costa Mesa  
Fire Station #4 Renovation | RFP No. 1166

**City of La Palma Fire Station**  
La Palma, California



**Architectural and Engineering Services**

Dates | Status:  
2014/Current Project-In Progress

Project Team:  
Rami Elhassan – Principal  
John Silber – architectural  
David Pomerleau – structural  
Melissa Kubischta – structural

Reference:  
**City of La Palma,  
Public Works Dept.**  
Mr. Michael Belknap,  
Community Services Director  
7822 Walker Street  
La Palma, CA 90623  
714-690-3356  
mikeb@cityoflapalma.org  
Mr. Desi Alvarez, Project Manager  
714-690-3311  
desia@cityoflapalma.org

IDS is currently performing an architectural and structural assessment of the Civic Center complex including the Fire Station for the City of La Palma. The Civic Center is an 11,619 square foot, 1-story wood-frame construction structure. The Fire Station includes a two bay drive-through apparatus, dispatch, living quarters including kitchen and bath, office areas, and a day room, radio tower

The facility is currently designated as the City’s emergency response center. The project includes review of the facilities for essential services performance in relation to the current Building Code. It also involves a structural evaluation as well as evaluation of the architectural finishes and equipment to determine the magnitude of the seismic upgrades required to meet that performance. The project also involves development of an ADA/Accessibility Improvements and Transition Plan for the facility.

IDS is providing all architecture and engineering services.

City of Costa Mesa  
Fire Station #4 Renovation | RFP No. 1166

**Ventura County Fire Protection District, Fire Station #42**  
Moorpark, California



**Structural Engineering Services**

Dates | Status:  
2004

Project Team:  
Rami Elhassan, PhD, SE -Principal  
Victor Mercado, MS, SE -Engineer

Reference:  
**DeWees Design**  
Mr. Donnie DeWees, Dir. of Design  
(949) 246-2809  
ddewees@socall.rr.com

The project included the new design of a 9,500 square foot, 2-story wood construction fire station for Ventura County. IDS provided structural engineering services in support of the design team. The lateral force resisting-system consists of steel Ordinary Moment Resisting Frame (OMRF) and Plywood shear walls. Includes a two bay drive-through apparatus, a back-up dispatch building, living quarters for eight, office areas, a day room, radio tower, community room, and a work-out area. Total construction was approximately \$2,200,000.

**Licenses | Registrations**

All key personnel identified herein hold current licenses to perform their services. All licenses will remain valid and active during the duration of this project.

Please refer to the Staffing section immediately preceding this section for license numbers included in the team resumes.

IDS has ADA compliance expertise and is currently completing an ADA transition plan for the City of La Palma.

City of Costa Mesa  
 Fire Station #4 Renovation| RFP No. 1166

**Fee Proposal**

**PRICING PROPOSAL**

**FIRE STATION #4 RENOVATION/ADDITION**

Provide an all inclusive price for each option in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

<b>Option 1</b>	\$ 47,520
<b>Option 2</b>	\$ 57,820

**Contingent Additional Services**

These services may be provided upon request.

AutoCAD Conversion of As-Built Plans	\$3,500
Geotechnical Investigation	\$5,500
Pre-Construction Destructive Testing	\$5,000

**Option 1 Staffing Plan**

Phase	Staffing							Total	
	Principal \$180	PM/Arch. \$160	Engineer \$135	Architect \$135	Sr. CAD \$90	CAD Designer \$75	Clerical \$55	Hours	Fee
<b>Schematic Design</b>									
Hours	12	12	16	16		32	0	88	
Fee	2,160	1,920	2,160	2,160	0	2,400	0		10,800
<b>Design Development</b>									
Hours	12	12	16	16	8	20	0	84	
Fee	2,160	1,920	2,160	2,160	720	1,500	0		10,620
<b>Construction Documents</b>									
Hours	22	16	40	24	20	28		150	
Fee	3,960	2,560	5,400	3,240	1,800	2,100	0		19,060
<b>Construction Observation</b>									
Hours	6	8	12	16		12	0	54	
Fee	1,080	1,280	1,620	2,160	0	900	0		7,040
<b>Total</b>								376	\$47,520

**Option 2 Staffing Plan**

Phase	Staffing							Total	
	Principal \$180	PM/Arch. \$160	Engineer \$135	Architect \$135	Sr. CAD \$90	CAD Designer \$75	Clerical \$55	Hours	Fee
<b>Schematic Design</b>									
Hours	14	14	20	20		40	0	108	
Fee	2,520	2,240	2,700	2,700	0	3,000	0		13,160
<b>Design Development</b>									
Hours	14	14	20	20	10	24	0	102	
Fee	2,520	2,240	2,700	2,700	900	1,800	0		12,860
<b>Construction Documents</b>									
Hours	26	20	50	28	24	32		180	
Fee	4,680	3,200	6,750	3,780	2,160	2,400	0		22,970
<b>Construction Observation</b>									
Hours	8	10	14	20		16	0	68	
Fee	1,440	1,600	1,890	2,700	0	1,200	0		8,830
<b>Total</b>								458	\$57,820

## Forms and Disclosures

The below forms can be found following this cover page:

1. Ex Parte Communications Certificate
2. Disclosure of Government Positions
3. Disqualifications Questionnaire

### EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Fire Station #4 Renovations/Addition RFP at any time after December 20, 2013



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OR

I certify that Proposer or Proposer's representatives have communicated after December 20, 2013 with a City Councilmember concerning the Fire Station #4 Renovations/Addition RFP. A copy of all such communications is attached to this form for public distribution.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None.

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No <sup>x</sup> \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

