CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
DESIGN WEST ENGINEERING, INC.

THIS AGREEMENT is made and entered into this 26th day of July, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DESIGN WEST ENGINEERING, INC., a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform electrical engineering services for the design of parking lighting at Brentwood Park, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Ten Thousand Dollars ($10,000.00).

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

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Twenty Four (24) months, ending on July 26, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

5.0. INSURANCE

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

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

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

IF TO CONSULTANT:	IF TO CITY:
Design West Engineering, Inc. 275 W. Hospitality Lane, Ste. 100 San Bernardino, CA 92408 Tel: (909) 890-3700 Fax: (909) 890-3770 Attn: Roy Morales	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754-5303 Fax: (714) 754-5028 Attn: Robert Staples

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

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

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

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

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

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

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

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

Thomas R. Hatch

Chief Executive Officer

Date: 7/29/16

CONSULTANT

Signature

Date: 7/14/16

MARK GALLE , PRINCIPAL
Name and Title

41- 2024924
Social Security or Taxpayer ID Number

ATTEST:

Brenda Green

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

APPROVED AS TO FORM:

City Attorney

Date: 06/29/16

APPROVED AS TO INSURANCE:

Risk Management

Date: 6/27/16

APPROVED AS TO CONTENT:

Project Manager

Date: 6/23/16

DEPARTMENT HEAD APPROVAL

Public Services Director

Date: 7/22/16

FINANCE DIRECTOR

Steve Dunivent, Interim Finance Director

Date: 8/26/16

EXHIBIT A

REQUEST FOR PROPOSALS

May 10, 2016

SUBJECT: REQUEST FOR PROPOSALS (RFP's) TO PROVIDE PROFESSIONAL ELECTRICAL ENGINEERING SERVICES FOR PARK LIGHTING AT BRENTWOOD PARK

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to provide professional electrical engineering services for Brentwood Park. The schedule is as follows:

SCHEDULE		DATE
1.	Proposal Received by the City	5/27/16
2.	Professional Services Agreement	6/13/16
3.	Kick off meeting	7/1/16
4.	Complete Plans and Specifications	8/1/16

Enclosed is a Request for Proposals to provide professional services for the subject project. The proposal requirements and the necessary professional services required by the City are stated within the RFP's. The consultant shall provide all services as requested in the RFP's and stated in the submitted proposal.

CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is Robert Staples, (714) 754-5303.

PROPOSAL SUBMITTAL REQUIREMENTS

Please submit three (3) copies of the proposal and two (2) copies of the fee proposal no later than 3:00 p.m., on Friday, May 27, 2016. All proposals shall be delivered or mail to:

Robert Staples, Contract Administrator
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Mailing Address:
P.O. Box 1200, Costa Mesa, CA 92628-4193

Sincerely,

Baltazar Mejia, P. E.
Acting City Engineer

I. INTRODUCTION

The City of Costa Mesa is requesting proposals for professional engineering services for Park Lighting at Brentwood Park, 265 East Brentwood Street. This project includes the design of additional park lighting in the northwestern portion of the park (Exhibit A).

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

BACKGROUND

A. General Goals:

The goals for this project are as follows:

1. Meet with City staff to define and clarify the work plan and project elements.

2. Design of a concept plan for the park and include type of light fixtures and placement.

3. Preparation of Plans & Specifications for the park.

B. Minimum Consultant Qualifications:

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

II. CONTENT OF PROPOSAL

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

A. Project Understanding - provide a brief review of the project and any suggestions you might have to expedite the project or special concerns of which the City should be advised.

B. Work Plan - define the project approach, team assignments, and products.

C. Schedule - provide a detailed schedule indicating stages of work and time frames.

D. An organization chart and staffing plan identifying personnel on this project, with a brief resume on each individual (two pages max per person).

E. A listing of lighting projects that your firm has completed.

F. Comply with Professional Services Agreement requirements (see attached PSA).

G. Fee proposal in a separately sealed envelope containing the following:

1. Cover letter stating the total lump sum fee.

2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.

H. Submittal of **three (3)** duplicate proposals. Fee proposal in a separate sealed envelope.

III. CONSULTANT SELECTION COMMITTEE

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

A. Produce a well-engineered set of PS&E that will result in a minimum number of construction contract change orders.

B. Produce an innovative and detailed set of construction documents, which reflect field conditions.

C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.

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

E. Provide construction phases that meet the requirements stated above.

IV. ESTABLISHMENT OF FEES

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

V. PROFESSIONAL SERVICES AGREEMENT

A. A sample of Professional Services Agreement is enclosed for your review (Exhibit B). The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

B. No reduction of professional services as stated in both the City's RFP and the consultant's submitted proposal will be allowed.

VI. INSURANCE REQUIREMENTS

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

VII. SCOPE OF CONSULTANT SERVICES

The preparation of final security lighting drawings, specifications and estimates, and utility coordination shall conform to City standards. Plans shall be 1" = 20' scale horizontally (when applicable 1" = 2' vertically) on standard 24" x 36" sheets. AutoCAD latest version shall be utilized, completed on 4 mil. erasable mylar per the City standards. City might require some additional improvements in curb, gutter, sidewalks, landscape irrigation, and ADA accessibility for park safety. Consider the following:

A. Design for an additional three light poles in the northwestern portion of the park and connect to the existing lighting controls. Provide design for light shields or similar to avoid light spillover into the adjacent neighborhood with maximum light coverage in the park.

B. Utilities and Agency Coordination - Perform all necessary research to establish precise location of all utilities in conflict with location of work. This includes coordination with Southern California Edison and the City's Building Division.

C. Complete project contract documents and special provisions in a format consistent with current City projects and guidelines and in compliance with Title 24.

D. The Consultant will be requested to review and approve addenda and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting, and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design. A sub-line item fee for "Construction Technical Support" may be included under this phase, to be included within the scope of work at the discretion of the City, contingent on fee and services.

E. For construction budgeting purposes, submit to the City preliminary construction estimates with PS&E submittals at 70% and 90% completion, and any significant updates of the estimates as design work progresses. Prepare the final detailed construction quantity and cost estimate. Plans and specifications shall be signed and stamped by the Consultant before submitting.

F. Conduct a field walk-through with the City during the first and second PS&E submittal.

G. Prepare and submit a Resident Engineer's file containing, at a minimum, final construction quantities and cost estimates, utility file, and all relative project information.

H. The selected Consultant shall include items not specified as necessary to achieve completion and approval of the final design plans, specifications and estimates.

VIII. CITY RESPONSIBILITIES

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

IX. QUALITY ASSURANCE/QUALITY CONTROL

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

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

X. CONTRACT CHANGES

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

XI. RIGHT TO REJECT PROPOSALS

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

EXHIBIT B
CONSULTANT'S PROPOSAL

Cover Letter

Date: May 26, 2016

Company: City of Costa Mesa
77 Fair Drive Fourth Floor
Costa Mesa, CA 92626

Attention: Robert Staples

Subject: Brentwood Park
Our Proposal #P-1610401

To Robert Staples and the City of Costa Mesa,

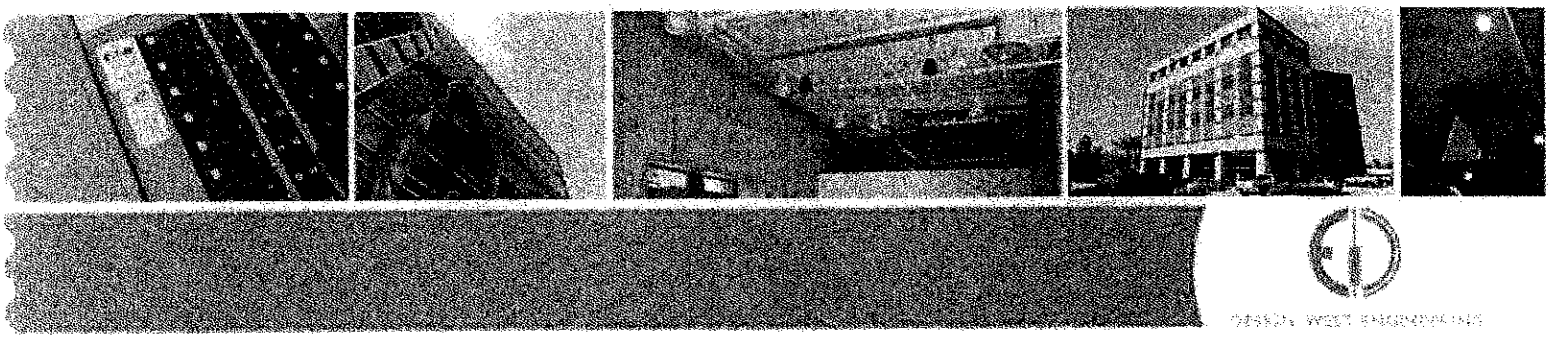
It is with great pleasure that we at Design West Engineering are providing this response to your Request for Proposal for professional engineering services for the design of lighting s at Brentwood Park. Here, you will find our Relevant Qualifications for this project.

So you understand a little bit about our firm, Design West Engineering is a full-service MEP firm with very specific specializations in the area of parks and exterior lighting systems. We are founded on the philosophy of providing you as our client with the best service you will find. We were established in 2000 and we have quickly grown to become one of the most prominent MEP firms in Southern California. We are currently approximately 50 employees and growing.

We appreciate the opportunity to provide you with our proposal and your team's time in considering us for this project. We are confident in our qualifications and understanding of the project scope. We look forward to learning more about your determinations. Design West Engineering will be committed to making sure this is a successful project from the beginning phase, through the project completion.

Sincerely,

Roy Morales, Project Manager
Design West Engineering



Project Understanding

Design West Engineering will be contracted if awarded to provide electrical plans and specifications for the Brentwood Park project. Scope will include selecting and running power to (3) new security lights located on the northwest side of the park. Existing lighting controls will be reused along with main electrical service. Light fixtures will match what is currently installed in park.

Work Plan

Design West Engineering anticipates the following will be provided by the City

1) Record drawings of existing site
2) Project street address
3) Computer drawings files (including site, floor and roof plans) and associated support files (i.e.: linetype, font, script, reference and title block) as well as drawing and plotting criteria
4) Requirements of all equipment specified by your office and/or other consultants to be connected to electrical service
5) Format for book form specifications including font type, header and/or footer layout
6) Name, address and telephone number of any available project contacts (i.e. additional consultants, plan check, owners representative)
7) Restrictions or requirements to the property put in effect through conditional use permits or other likewise attachments to this property

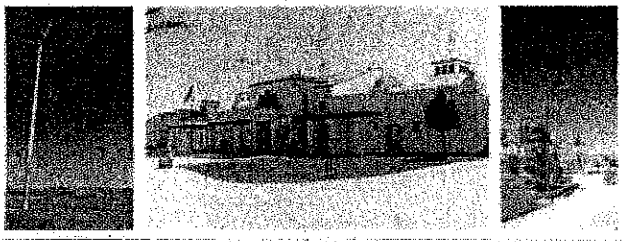
Design West Engineering assumes the following services are **Included** in the base contract scope

1) (1) Pre-design site visit as required for verification of existing conditions
2) (2) Design meeting(s) at site
3) Electrical specifications provided in book format
4) State of California Board of Professional Engineers & Land Surveyors Electrical stamp and signature
6) Site lighting pole base structural calculations
7) Estimate of probable construction cost
8) Completion of applicable governing agency comments (plan check comments)
9) Electrical site plan including the following:
    i. Site lighting layout, circuiting, and control wiring diagram for general lighting purposes
    ii. Point by Point of site lighting foot candle levels as necessary to comply with plan check requirements
    iii. Schedule of lighting fixtures
    iv. Title 24 lighting compliance forms
    v. Lighting control wiring diagrams necessary for special control requirements
    vi. Reuse existing main service
    vii. Distribution and branch panel locations
    viii. Single line diagram
    ix. Load schedules
    x. Voltage drop calculations
10) Construction administration support services:
    i. Provide response to RFIs to Architect
    ii. Attendance at pre-bid job walk
    iii. Review of electrical shop drawing submittals
    iv. (1) construction site visit(s) as directed by your office
    v. Provide clarifications and revisions to drawings and/or specifications when required
    vi. Flat rate for site visits/meetings as requested by Architect during Construction Administration

Relative Project Experience

Sports Lighting and Park Facilities

Vista Hermosa Park in San Clemente



Complete Electrical design for a new aquatic center and sports lighting design for 3 baseball fields, 6 soccer fields, a football field, and design for a 147kW solar photovoltaic system.

Ruben Ayala Park in Chino

New park complete with 3 baseball fields, 2 soccer fields, a skate park, and restrooms.

Arroyo Park in Thousand Palms

New park design with 2 baseball fields, 3,000 feet of pathway lighting and 3 restroom buildings.

Ford Park in Bell Gardens

Sports lighting design at 6 soccer fields, 2 baseball fields, plus walkway and parking lot lighting.

Mile Square Park in Fountain Valley

Plotted on one square mile, design included sports lighting at 12 baseball fields, 4,000 feet of pathway lighting, a 9,000 square foot community building and various parking lot lighting upgrades.

Apple Valley BMX Park in Apple Valley

Lighting design for a new BMX and skate park including a restroom building.

Hacienda Park in Desert Hot Springs

Design for security lighting for walkway, parking lot lighting, and Skate Park.

Bagdouma Park in Coachella

Sports lighting design for 4 baseball fields, 4 soccer fields, 4 tennis courts, a football field, 2,800 feet of pathway lighting, and street lighting upgrades.

La Paz Park in Laguna Niguel

New park complete with 6 baseball fields, pathway lighting and various parking lot lighting.

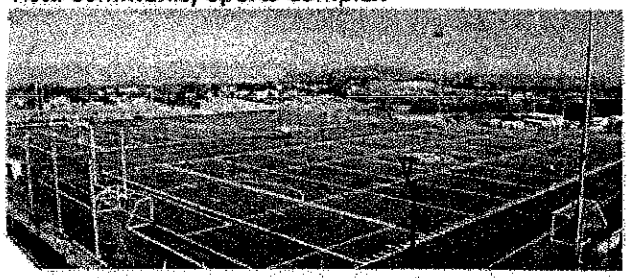
Costa Mesa Farm Sports Complex

Sports lighting design for 4 soccer fields.

Yucaipa Regional Soccer Complex

Sports lighting design for 4 soccer fields.

Vista Community Sports Complex



Sports lighting design for 3 baseball fields and 4 soccer fields.

Ronald Reagan Sports Complex in Temecula

Design for 10 baseball and 2 soccer fields.

Live Oak Park in Temple City

MEP design for 2,200 square foot concession building remodel and new site lighting throughout.

Carlson Park in Riverside

Electrical design for the addition of security lighting to the existing walkway trail and dog park

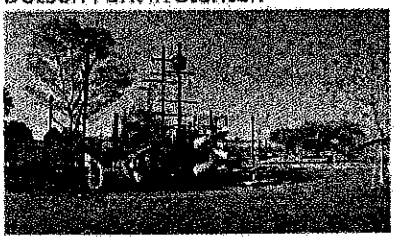
Design West Engineering – Relative Experience

Parks Lighting and Park Facilities

El Camino Real Park in City of Orange
Complete MEP design for multiple restroom and community buildings (both remodel and new construction).

River Park in Santa Clarita
Plumbing plans with specifications for the new restroom building designed to LEED standards.

Dotson Park in Stanton



Design for security lighting along all walkways and restroom building.

Villegas Park in Riverside
Lighting design for walkways, basketball court and stage area.

Dateland Park in Coachella

Security lighting for walkway and shelter areas.

Dr. Carreon Park in Indio
Security lighting for walkway and shelter areas.

Wayne Ruble Sports Field in Fontana
Sports lighting for a single football field, including a scoreboard and snack shop building.

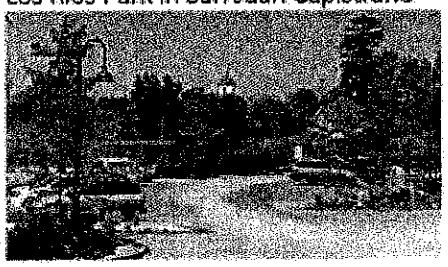
Miles Park in Indio
Security lighting for walkway and shelter areas.

Tamarind Park in Fontana
All park walkway lighting systems.

Johnny Carson in Burbank
Plumbing design for restroom building remodel.

El Cariso Park in San Fernando Valley
Electrical design for Phase II expansion of existing community park including electrical power and lighting to a football/soccer field, 4 basketball courts, 2 handball courts, restroom/concession buildings, new parking lot and walkways, and play equipment throughout the Phase II areas.

Los Rios Park in San Juan Capistrano



New community park in the historic Los Rios Community off the oldest functional street in the state. Lighting and all elements were carefully specified to suite this special location and provide an educational experience of the community history.

State Street Park in City of South Gate
Electrical design for a new linier park under high voltage lines including walkway security fixtures with height limitations, and restroom building.

Pioneer Park in Lucerne Valley
Plumbing and Electrical plans with specifications for the restroom remodel including the location of new floor drains and upgrade of light fixtures.

Temple Park in South El Monte
Mechanical and Plumbing design for a concession/ restroom building and standalone restroom building.

Dunsmore Park in Glendale
Electrical design for a renovation to existing park including new security walkway lighting with photometric scan to meet City lighting ordinance.

Maryland Avenue Park in Glendale
Electrical design for a new community park including security lighting, utility coordination and design for new electrical service.

Design West Engineering – Relative Experience

Parks Lighting and Park Facilities

Stanton Central Park
Electrical design for a new Sports Park including lighting 2 Baseball and 2 Soccer Fields, swimming pool, skate park, parking lot, pedestrian walkways, shelters, concession stand, and restrooms.

South Gate Park

Electrical design for major of renovation of central park through 5 phases including new switchgear being installed to replace existing old gear, new walkway lighting and controls.

Hogan Park in Lawndale
Electrical design for new community park including all new security lighting, restroom and office building, and new electrical service.

College Park in Chino
Electrical design for new community park including lighting for basketball, picnic area and play areas, general walkway, and parking lot security lighting.

Discovery Park in McFarland
Electrical design for a new park including security lighting, restroom building and water play area.

Stoddard Park in Anaheim
MEP design for restroom building addition and remodel with new ADA pathways and ramp.

Vila Borba Park in Chino Hills
MEP design for restroom building

Sage Park in Anaheim
MEP design for restroom building.

Frontier Park in Tustin
Electrical design at existing park for lighting improvements including new panel and lighting controls adjacent to new exercise equipment area.

Bud Bender Park in Rialto
MEP design for park rehabilitation including new sports lighting at 2 baseballs fields, parking lot lighting, security lighting, and restroom/snack bar.

Hamel Park in Beverly Hills
Electrical design for a new community park with walkway lighting, parking lot, a restroom building.

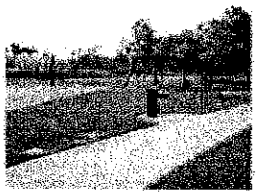
Miller Park Amphitheater in Fontana

MEP design for a new 12,000 square foot two level building includes a full amphitheater stage including concessions and kitchen areas.

Kahler-Russell Park in Covina
Complete MEP design for the approximate 12,000 square foot community center at the city park. Project included verification of existing electrical service and providing new service where needed.

TeWinkle Park in Costa Mesa
Complete electrical design for security lighting and sports area lighting.

San Sevaine Park in Fontana



Electrical and Plumbing Design Basketball courts, parking lot and walkway lighting, and restrooms.

De Oro Park in Coachella
Electrical design to renovate existing park including new restroom, security lighting, and pedestals.

Grand Terrace Park in Grand Terrace
Electrical design for new security lighting, parking lot lighting and power to new restroom.

Team Resumes

Key Personnel

Leo Maya, P.E., LEED AP – Senior Electrical Engineer

With over 20 years of electrical design experience, Leo has worked on a wide array of projects including large commercial and industrial buildings, health care and institutional facilities, sports field lighting, street and area lighting, golf course electrical systems, custom residences, and various dry utility designs. His dedication to maintaining long-term client relationships and his diverse electrical background have made him a valuable asset to the Design West team. Leo's continuing education in the field of the electrical engineering and lighting design, along with his membership and board position for the IESNA (Illuminating Engineers Society of North America), keep him up to date with the latest lighting technologies.

Education
Bachelors of Science
Electrical Engineering
Arizona State University

Active Registration
Professional Engineers License #E19480

LEED AP, BD+C

IESNA Board Member

Project Experience:

Cougar Park, City of Covina
Senior Engineer and Electrical Engineer of Record

Vista Hermosa Park, City of San Clemente
Senior Engineer and Electrical Engineer of Record

Bagdouma Park, City of Coachella
Senior Engineer and Electrical Engineer of Record

Vista Sports Complex, City of Vista
Senior Engineer and Electrical Engineer of Record

Costa Mesa Farm Sports Complex, City of Costa Mesa
Senior Engineer and Electrical Engineer of Record

Additional Projects

- Yucaipa Regional Soccer Complex, County of San Bernardino
- Tamarind Park, City of Fontana
- San Sevaine Park, City of Fontana
- Wayne Ruble Sports Field, City of Fontana
- El Camino Real Park, City of Orange
- Kahler-Russell Park, City of Covina
- Sage Park Restroom Building, City of Anahiem
- Schweitzer Park Restroom Building, City of Anahiem
- Bud Bender Park Rehabilitation Project, City of Rialto
- El Carisso Park, County of Los Angeles
- De Oro Park, City of Coachella
- Hamel Park, City of Beverly Hills
- Frontier Park, City of Tustin

Team Resumes

Key Personnel

Roy Morales – Project Manager

Roy as both project manager and senior electrical designer is in charge in developing the preliminary one line diagram for utilities submittal, review the 100% DD for compliance with NEC and local code. Roy joined the Design West team after working several years with Dream Engineering when the company was bought out in 2009. Roy brought with him expertise and relationships with many of the local Parks and Recreation agencies after providing years of reliable design and service to this clientele. His experience includes design for buildings, sports field lighting, street and median lighting, electrical distribution, communications distribution (copper & fiber optic), commercial buildings, industrial buildings, large residential units and energy conservation projects.

Education

Associates in Science, Electrical Engineering (ASEE), Victor Valley College, CA.

Associate in Computer Aided Drafting, Victor Valley College, CA.

Active Registration

IESNA Board Member

Project Experience:

Cougar Park, City of Covina
Project Manager & Senior Electrical Designer

Vista Hermosa Park, City of San Clemente
Project Manager & Senior Electrical Designer

Bagdouma Park, City of Coachella
Project Manager & Senior Electrical Designer

Vista Sports Complex, City of Vista
Project Manager & Senior Electrical Designer

Costa Mesa Farm Sports Complex, City of Costa Mesa
Project Manager & Senior Electrical Designer

Additional Park Projects

- TeWinkle Park, City of Costa Mesa
- Ruben Ayala Park in Chino
- Arroyo Park, City of Thousand Palms
- Ford Park, City of Bell Gardens
- Los Rios Park, City of San Juan Capistrano
- Apple Valley BMX Park, Town of Apple Valley
- Carlson Park, City of Riverside
- Villegas Park, City of Riverside
- Dotson Park, City of Stanton
- Bud Bender Park Rehabilitation Project, City of Rialto
- El Carisso Park, County of Los Angeles
- De Oro Park, City of Coachella

EXHIBIT C

FEE SCHEDULE

5151 Shoreham Place, Suite 240
San Diego, CA 92122
Tel: 619-337-6043
Email: [illegible]@designwesteng.com

275 W. Hospitality Lane, Suite 100
San Bernardino, CA 92408
Tel: 909-890-3700 Fax: 909-890-3770
Email: info@designwesteng.com

DESIGN WEST ENGINEERING

Date: May 26, 2016

Company: City of Costa Mesa
77 Fair Drive Fourth Floor
Costa Mesa, CA 92626

Attention: **Robert Staples**

Subject: **Brentwood Park**
Our Proposal #P-1610401

Project Scope

Electrical plans and specifications for the Brentwood Park project. Scope to include selecting and running power to (3) new security lights located on the northwest side of the park. Existing lighting controls will be reused along with main electrical service. Light fixtures will match what is currently installed in park.

Provided By Client

1) Record drawings of existing site
2) Project street address
3) Computer drawings files (including site, floor and roof plans) and associated support files (i.e.: linetype, font, script, reference and title block) as well as drawing and plotting criteria
4) Requirements of all equipment specified by your office and/or other consultants to be connected to electrical service
5) Format for book form specifications including font type, header and/or footer layout
6) Name, address and telephone number of any available project contacts (i.e. additional consultants, plan check, owners representative)
7) Restrictions or requirements to the property put in effect through conditional use permits or other likewise attachments to this property

Services Included

1) (1) Pre-design site visit as required for verification of existing conditions
2) (2) Design meeting(s) at site

3) Electrical specifications provided in book format
4) State of California Board of Professional Engineers & Land Surveyors Electrical stamp and signature
6) Site lighting pole base structural calculations
7) Estimate of probable construction cost
8) Completion of applicable governing agency comments (plan check comments)
9) Electrical site plan including the following:
    i. Site lighting layout, circuiting, and control wiring diagram for general lighting purposes
    ii. Point by Point of site lighting foot candle levels as necessary to comply with plan check requirements
    iii. Schedule of lighting fixtures
    iv. Title 24 lighting compliance forms
    v. Lighting control wiring diagrams necessary for special control requirements
    vi. Reuse existing main service
    vii. Distribution and branch panel locations
    viii. Single line diagram
    ix. Load schedules
    x. Voltage drop calculations
10) Construction administration support services:
    i. Provide response to RFIs to Architect
    ii. Attendance at pre-bid job walk
    iii. Review of electrical shop drawing submittals
    iv. (1) construction site visit(s) as directed by your office
    v. Provide clarifications and revisions to drawings and/or specifications when required
    vi. Flat rate for site visits/meetings as requested by Architect during Construction Administration

Services Not Included

1) LEED Documentation, Credit Analysis or Credit Templates
2) Site improvements such as curb, gutter, sidewalks, landscape irrigation, and ADA accessibility for park safety
3) Verifying locations of existing underground utilities which transit the site
4) Background generation
5) Upgrade to the existing electrical service due to either insufficient capacity or inadequate condition.
6) Load monitoring of existing electrical systems
7) Lightning protection and cathodic protection design
8) Public street lighting, traffic control and offsite utilities
9) Application or documentation for rebate program(s) other than listed in scope
10) Re-engineering of our documents after delivery of plans readied for plan check submittal as required to conform to revised design

11) Construction site visits
12) Printing of drawings and specifications for submission to bidding contractors
13) Calculation of plan check and/or building permit fees or payment thereof
14) Construction contract bid negotiation or review
15) Electrical Engineering services other than those listed in the scope of work and services included
16) Record drawings

Notes

1) Attendance at design meetings, other than listed above, will be performed for the additional fee $625.00 of per meeting up to two hours. Meeting time in excess of two hours will be billed at $125.00 per hour.
2) Attendance at site meeting(s), other than listed above, will be performed for the additional fee of $625.00 per trip for up to two hours. Site meeting time in excess of two hours will be billed at $125.00 per hour.
3) Design West Engineering shall be provided by the client such information as is available to the client and the clients' consultants and contractors, and shall be entitled to rely upon the accuracy and completeness thereof.
4) Design West Engineering's fees are based on the understanding that the existing utilities and equipment have adequate capacity unless noted otherwise above. Any additional engineering required for upgrade will be provided at our regular hourly rates. Any services required during construction, outside of those listed previously, will be performed at our regular hourly rates.
5) In the event that either party to this contract brings action to enforce this contract, the prevailing party shall recover attorney's fees and cost from the losing party.

Reimbursable Expenses

The following expenses, if incurred and paid by consultant while rendering services under this agreement shall be reimbursed by the client:

1) Reproduction expenses over and above standard design development coordination
2) Travel expenses for mileage, which shall be billed at $.56/mile
3) Postage, shipping and handling of any requested expedited delivery
4) Outside services or consultants as required and approved in advance
5) Other such expenses as may be approved in advance

All reimbursable expenses shall be approved in advance. Payment for reimbursable expenses, as described herein, shall be computed at one and ten hundredths (1.10) times the amounts expended by the consultant for such services, in the interest of the project; however, no reimbursable expenses are anticipated on this project. Travel expenses are included in the base fee.

Fee

We propose to provide Electrical Engineering services for subject project for the sum of $7,725.00.

Terms

Balance due net 30 days of delivery of the plans, readied for plan check.

We reserve the right to present a "Seven Day Notice of Cancellation of Services" and suspend all work on this project should the aforementioned terms be in default, until receipt of all delinquent items.

If above stated terms are agreeable, please sign and return one copy of this proposal to our office. If this agreement is not signed and returned and we are asked to proceed with the project, all conditions contained herein shall constitute a contract for services. Design West Engineering reserves the right to revise the fee stated herein if not accepted within a period on 60 days from the date of the proposal.

We appreciate the opportunity to work with you on this project. We look forward to your response.

Respectfully,

Roy Morales
Design West Engineering

Accepted by: _____

Date: _____

Client Job Number _____

DWE Proposal Number P-1610401

EXHIBIT D

PROJECT SCHEDULE

Work Plan

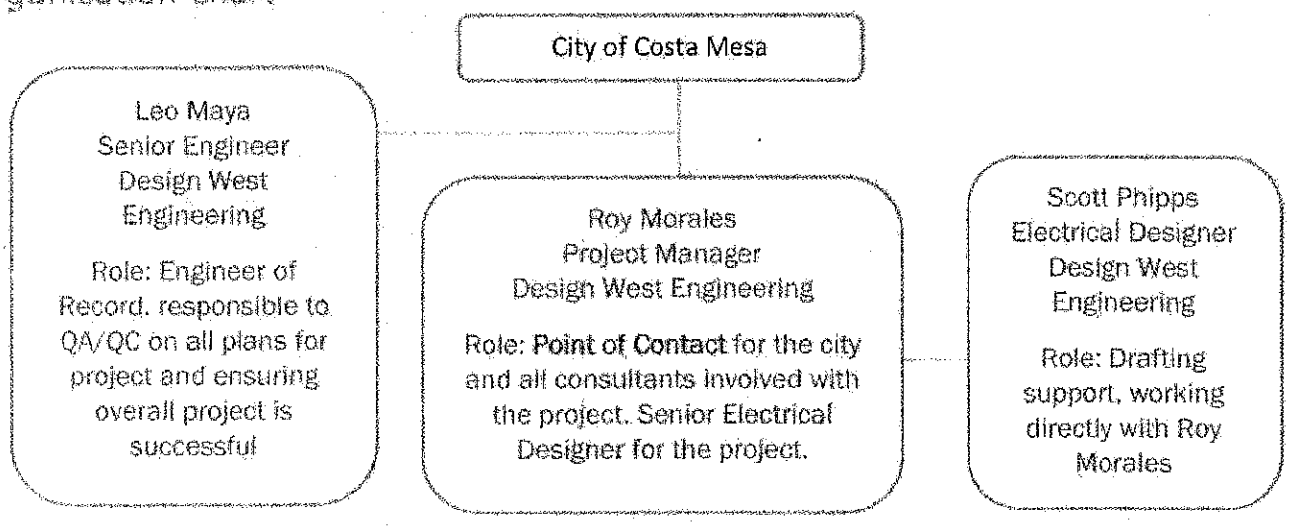
Design West Engineering assumes the following services are **Excluded** from the base contract scope

1) LEED Documentation, Credit Analysis or Credit Templates
2) Site improvements such as curb, gutter, sidewalks, landscape irrigation, and ADA accessibility for park safety
3) Verifying locations of existing underground utilities which transit the site
4) Background generation
5) Upgrade to the existing electrical service due to either insufficient capacity or inadequate condition.
6) Load monitoring of existing electrical systems
7) Public street lighting, traffic control and offsite utilities
8) Application or documentation for rebate program(s) other than listed in scope
9) Re-engineering after delivery of plan check submittal as required to conform to revised design
10) Construction site visits
11) Printing of drawings and specifications for submission to bidding contractors
12) Calculation of plan check and/or building permit fees or payment thereof
13) Construction contract bid negotiation or review
14) Electrical Engineering services other than those listed in the scope of work and services included
15) Record drawings

Proposed Project Schedule

Design Stage	Milestone Date	Percent Complete
Award of Project	June 13	-
Kick off Meeting	July 1	0%
Site Investigation	July 5	15%
70% Drawing Submittal to City	July 15	60%
70% Drawing Submittal back from City	July 20	65%
90% Drawing Submittal to City	July 27	90%
90% Drawing Submittal back from City	July 29	95%
Plan Check Set Submittal	August 1	100%

Organization Chart



CITY OF COSTA MESA, CALIFORNIA

Purchase Requisition

(Leave Blank for Time Stamp)

Purchase Order Number
(Assigned by Purchasing)

Business Unit: CITY
Date Requisitioned: 6/15/16
Department: Public Svs
Division: Engineering
Ship To Address: 77 Fair Dr., 4th Floor, CM, CA 92626
Contact Person: Robert Staples
Phone Number: 5303
Send Copy of P.O. to: ☒ Contact Person and / or Diana Gardner

☒ Request is for Budgeted item(s)
☐ Request is for **UNBUDGETED** item(s)-(*Memo Attached*)
☐ Item(s) Pending Budget Amendment Request #_____
☐ Requesting Sole Source (*Justification Form Attached*)
☐ Fixed Asset Tag Request

Item No.	Qty	Unit	Items (Give Full Description: Size, Catalog No. Etc.)	Unit Price	Estimated Amount
1	1	LOT	On call Geotechnical Services	30,000.00	$ 30,000.00

If additional lines are needed, please attach a second sheet

Sales Tax (7.75%):

Const./Prof. Svs. Agmt. Completion Date: 6/14/16

Include Shipping Fee:

Insurance Required: ☒ Yes (*Certificate attached*) ☐ No

Estimated Total Cost: $ 30,000.00

Item #	Account	Fund	Dept./Org.	Program	Project	Amount
1	500000	401	19200	50910	200064	$ 6,000.00
1	50000	201	19200	30112	400015	24,000.00
						Total$ 30,000.00

Comments:

Proper approvals are required before requisition can be processed.

Suggested Vendor: Smith-Emery Laboraties

Address: 1195 Tustin Avenue

City, State, Zip Code: Anaheim, CA 92807

Phone: 714.238.6133 Fax: 714.238.6144

Vendor's Contact Person: Robert Greely

Ordered By: _____
Department Director/Authorized Signature

Approved By: _____
Director of Finance/Purchasing Officer

Approved By: _____
City Manager (when required)

PURCHASING DIVISION USE ONLY

Vendor ID: | Buyer: | Insurance valid thru _____

Ship To/Location: | Due Date:

Standard Comments: ACC – ALL – ARR – BLA – CON – DCP – DIS – FCA – FCI - FIX – INS – IS – IST – ORG –QTR – REM – SUB – T&C

FINANCE DEPARTMENT USE ONLY

Available Appropriation: ☐ Yes ☐ No | As of: | Confirmed By:

2385-20 MW REV.3/10