

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
RUBIO MEDINA DBA RM ARCHITECTURE**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 16th day of September, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and RUBIO MEDINA, an individual DBA RM ARCHITECTURE ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide architectural and engineering services in connection with the remodel of the first floor of City Hall, 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, Consultant has provided these services since on or about September 15, 2015, and continues to provide such services; and

E. 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 Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Proposal, 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, 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 by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed Twenty Thousand Ninety-Eight Dollars and Nine Cents (\$20,098.09).

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 from the Effective Date until three (3) years after termination of this Agreement.

## **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 through June 30, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) additional one (1) year period upon mutual written agreement of both 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 “D” 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 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, and (b) 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:

RM Architecture  
780 Roosevelt Lane  
Irvine, CA 92620  
Tel: (949) 333-6030  
Attn: Rubio Medina

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5291  
Attn: Bart Mejia

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

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 "E" 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 agents 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.

[Signatures appear on following page.]

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.

CONSULTANT

[Signature]  
Signature

Date: 10/22/18

RUBIO MEDINA, OWNER ARCHITECT  
[Name and Title] C30059

[Redacted]  
or Taxpayer ID Number

CITY OF COSTA MESA

[Signature]  
Thomas Hatch  
City Manager

Date: 11/1/18

ATTEST:

[Signature] 11/1/18  
Brenda Green  
City Clerk



APPROVED AS TO FORM:

[Signature]  
Thomas Duarte  
City Attorney

Date: 10/31/18

APPROVED AS TO INSURANCE:

[Signature]  
Ruth Wang  
Risk Management

Date: 10/26/18

APPROVED AS TO CONTENT:

[Signature]  
Baltazar Mejia  
Project Manager

Date: 10-23-18

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: 10-26-18

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Kelly Telford  
Finance Director

Date: 10/29/18

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

**REQUEST FOR PROPOSALS TO PROVIDE PROFESSIONAL ARCHITECTURAL AND  
ENGINEERING SERVICES FOR THE REMODEL OF THE FIRST FLOOR OF THE CITY  
HALL BUILDING**

**1. INTRODUCTION**

The City of Costa Mesa, California (City) is soliciting Request for Proposals (RFP's) for selection of an Architectural/Engineering firm for the remodel of the first floor of the City Hall building (the project).

The project will consist of the remodel of the City's Council Chambers, audio/visual control room, conference room 1A, conversion of the former print shop into a community meeting room and remodel of the employee/community lounge. In addition, The City is also planning to modernize its existing audio/visual (A/V) system with this project. The architectural firm of Dougherty and Dougherty has prepared a set of construction documents that covers the majority of the remodeling project. Plans for the A/V system upgrade project have been prepared by Triton Technology.

However, the existing A/V design and specifications for upgrades to the current A/V and broadcast systems are more than 18 months old and need to be updated (by A/V consultant) to accommodate discontinued equipment, model changes, and improved specifications. In addition, the existing plans will be reviewed to ensure there is appropriate expansion capability considering the changes to Conference Room 1A and the addition of the new Community Room. The current plans include upgrades to the Council Chambers, Conference Room 1A and Costa Mesa TV master control. The new community meeting room was recently approved, resulting in needed modifications & capability reductions to the current A/V design for Conference Room 1A. These capabilities will be moved into the Community Room.

The City is also planning to upgrade the existing 1<sup>st</sup> floor restroom facilities and create an outdoor meeting space. The restrooms upgrade and outdoor meeting area will be under two separate contracts (not part of this project).

The City wishes to hire a firm to finalize the construction documents, provide the needed professional services (i.e. Architectural, Electrical, Structural, Mechanical, etc. calculations and documents) to incorporate the A/V modifications into the construction documents, obtain City permits and provide support during construction.

The City's goal is to have a proposal for the professional services needed to complete this project. If you feel that any items should be added to the scope of work to accomplish this goal please include a separate description and cost item in your proposal.

**2. CONTENT OF PROPOSAL**

To maintain uniformity, your proposal must be limited to a maximum of 15 pages (excluding front and back covers, section dividers, resumes, and photographs) and include the following:

Statement of project understanding containing any suggestions to expedite the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.

A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type projects in which they have been directly involved.

Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.

A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.

A fee proposal provided in a separate sealed envelope.

### **3. CONSULTANT SELECTION COMMITTEE**

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of at least four (4) members from this department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently.

### **4. FEE PROPOSAL**

- A. Two separate fee schedules for the project shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total lump sum fee.
- C. The fee schedule shall depict individual project tasks, man-hours, and basic hourly rates for specific personnel to be used. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- D. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule for any of the outlined tasks.

### **5. ESTABLISHMENT OF FEES**

The fee proposal will not be opened until the Consultant Selection Committee has evaluated the consultants' submitted 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.

### **6. PROFESSIONAL SERVICES AGREEMENT**

City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP's and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

**7. INSURANCE REQUIREMENTS**

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$1,000,000

Additional and primary Insurance endorsements shall include the City of Costa Mesa.

**8. SCOPE OF CONSULTANT SERVICES**

Prepare complete plans, specifications and a detailed and accurate cost estimate for the remodel of the first floor of the City Hall 1<sup>st</sup> floor. This project shall expand upon existing design plans prepared by Dougherty and Dougherty, which are currently available for review. Additionally, this project will incorporate a complete audio/visual design package as provided under separate contract. The consultant is to incorporate and coordinate the "REVISED" audio/visual package into this project as one set of construction documents.

**1. GENERAL SERVICES**

The architect shall provide general services designated necessary to assist in the administration of the project. The architect will serve as the lead consultant in managing the design of the facility. The civil engineering, landscape architecture, dry utility consulting, electrical engineering, mechanical engineering and all other sub consultants should be included in the various scope items below. This item of work shall include, but not be limited to, all the activities required to coordinate between project disciplines, agencies, sub consultants, utility companies, and the City.

**2. PLANS, SPECIFICATION AND COST ESTIMATE**

The architect shall prepare the complete and final set of construction documents and provide a detailed and accurate final construction cost estimate for each item of work for this project.

**3. COORDINATE AND INCORPORATE AUDIO/VISUAL DESIGN**

The architect shall coordinate with the audio/visual design firm to fully incorporate their "REVISED" design into the final construction documents. The effort may include electrical, mechanical, architectural, structural services to assure the new audio/visual equipment will be operable.

**4. PROCESSING OF PLANS AND PERMITS**

The architect shall process the construction documents with the City of Costa Mesa Building Division, answer plan check comments and if necessary revise construction documents and obtain all the required permits.

5. **BIDDING AND CONSTRUCTION SUPPORT**

Attend one bid coordination meeting and prepare technical specifications, project appendices, bid form and architects estimate. Attend one pre-bid meeting and provide full size exhibits for use in the pre-bid meeting presentation. During bid process, the architect shall be responsible for preparing addenda, clarifying the construction documents, answering bidder's questions, issuing revised bid form, plans, exhibits, technical specifications as required. During the construction phase, the architect and his sub consultant shall review/approve submittals and respond to contractor's Request for Information (RFI's) and/or change order request.

6. **MEETINGS**

The architect shall include 16 hours of meetings in the proposal (if needed).

9. **EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL**

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

10. **RIGHT TO REJECT ALL PROPOSALS**

- A. 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 RFP's or otherwise.
- B. The City also reserves the right to award a portion of work or combination, thereof.
- C. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the consultant. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by the consultant. All proposals submitted to the City of Costa Mesa become the property of the City.

11. **SUMMARY**

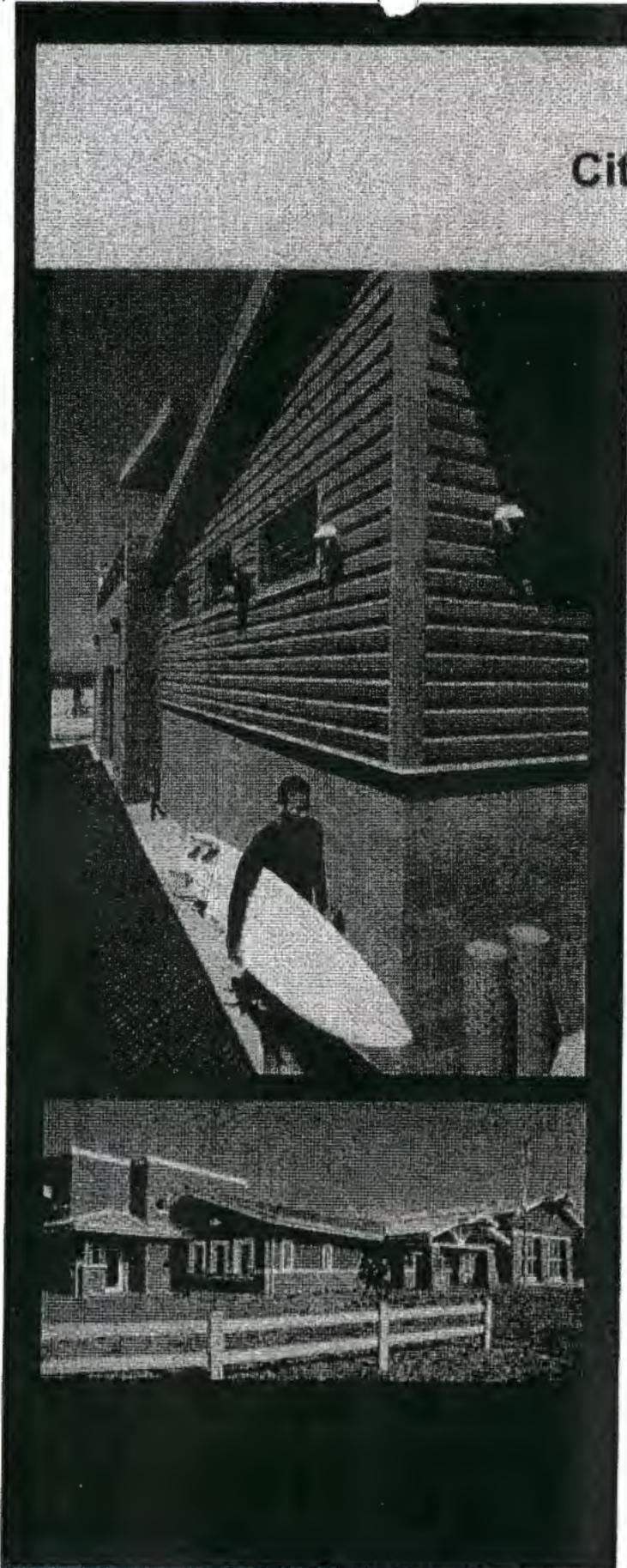
The City appreciates participation, and the intent of this RFP's is to establish the minimum consultant services required. Prior to awarding a contract, all insurance documents must be submitted and approved.

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

City of Costa Mesa

# City Hall 1<sup>st</sup> Floor Remodel

August 7, 2015



**Statement of Project Understanding**



The City of Costa Mesa is located in the County of Orange and was incorporated in 1953. It is located centrally in the County of Orange and shares borders with the City of Newport Beach, Fountain Valley, Santa Ana, and Huntington Beach. The City is a mix of residential, commerce, industrial, parks, colleges, and businesses from around the globe. It is home to Segerstrom Hall, South Coast Plaza, Crystal Court, and the OC Fairgrounds which hosts the Counties biggest fair – the OC Fair.

In an effort to provide greater functionality and usability to their City Hall spaces, the City has determined to remodel their first floor to include upgrading their existing audio/visual systems, remodel their council chambers, the audio/visual control room, conference room 1A, convert their print room into a community meeting room, and remodel the employee/community lounge. The upgrade of the audio/visual system will be completed by a separate audio/visual consultant and the hired architect will be required to coordinate and integrate requirements with that consultant. The design for the spaces has already been accomplished through another architect and the City is seeking an architect that can take those designs and complete them to a bid/construction ready status.

They are seeking an architectural firm that can address the following areas:

- Coordinate and integrate the City hired audio/visual recommendations into the new design
- Complete the design previously started by another architect

Each project contains a unique solution which needs to be found. The City of Costa Mesa City Hall Restroom Accessibility project will have the following items that will need to be addressed:

- Adequate as-built information may not be available showing current building status
- Determination of any HVAC upgrades that may be required as part of the newly developed spaces

As a small local firm RM Architecture is able to quickly establish and define goals for the project. Our experience allows us to develop solutions that are sustainable, meet the owner's budget, and will provide greater functionality to all users of City Hall.

- Our experience in similar municipality remodel projects
- If this project is combined with the other City Hall remodel we can offer a 5% discount on combined fees saving the City additional funds and time for completion

At RM Architecture we define clients first as making you, our client our top priority from day one. As a small firm we are able to provide dedicated services and make you one of a select few clients and not one of multiple so you will always know we are dedicating full resources towards achieving your goals. We value our clients as partners in the process and not just a project number and endeavor to communicate not only in a professional manner but also on a personal one as well creating lasting relationships, repeat work, and excellent references. We would like for the City of Costa Mesa to become one of our more highly regarded clients and look forward to the opportunity of putting our commitment towards achieving your goals.

### Project Approach

RM Architecture will work collaboratively to bring your City Hall remodel project to fruition. With over two decades of experience in the public sector, Rubio Medina will bring his experience, knowledge, and creativity to your project having already completed very similar projects for the City of Hermosa Beach, Long Beach Water Department, Inland Empire Utilities Agency, and the Jurupa Community Services District among others. We are a firm that has seen continual growth since our inception and is highly sought after.

Rubio Medina will be the project architect and most fierce advocate for your City Hall remodel project and will provide continuous project management from the initial kick off meeting, oversee and conduct all design meetings, and the production of all materials produced. Our approach is to actively listen to the City of Costa Mesa, participate as a member of the process, offer up ideas and present examples, and to foster a welcoming, enjoyable environment facilitating ownership by all stakeholders.

**Active Listening:** We are not looking to reinvent the wheel and understand that you have already spent many hours and dollars developing your current scheme. We would seek to actively listen to ensure we understand the basis and focus of the developed scheme so that we may properly complete this design.

**Idea Sharing:** After exploring and investigating all the possibilities and challenges, RM Architecture will bring a number of ideas and solutions to collectively review and discuss the positive and negative of each idea. We will collaboratively come to a conclusion that will exceed the Design Team's expectations.

Our **Project Approach** sets the needs of the City of Costa Mesa as a priority and involves them in the project development. RM Architecture will provide leadership and an open environment that is fun, enjoyable, and promotes creativity.

- **Identify objectives and goals.** Work collaboratively with the City to establish definable goals and meet the stated objective.
- **Develop solutions** that provide flexibility, meet the project criteria, are within budget, and are sustainable.
- **Validate solutions** with the City to ensure the project objectives are understood and are met.
- **Continuity of service.** Rubio Medina will be the project architect from start to finish providing a common thread.
- **Teamwork, Teamwork, Teamwork!** We will work collaboratively with the City, City hire access consultant, stakeholder groups, and the others to meet your goals in a creative, fun and enjoyable environment.



### Quality Management Plan

The delivery of a high quality project is the focus of our services and will be a priority serving the City of Costa Mesa. Our quality management plan encompasses the entire development project from start to finish. We provide continuous project management by firm owner Rubio Medina who will be involved in all aspects of project development whether it be design, studies, remodel, or new construction.

- **Preparation of a concise and logical scope of work that will be the road map to development.** Our scope of work will first be verified with the City to ensure both parties understand the services proposed to be provided. The scope of work sets milestones and key development goals for the work and ensures that the project is developed in a logical manner and in accordance with an agreed upon schedule.
- **Quality Assurance.** Quality assurance differs from quality control and eliminates the back and forth nature of typically project development of larger firms. RM Architecture practices quality assurances placing firm owner and experienced architect Rubio Medina in direct control of the project and he will be responsible for the majority of work product produced.
- **Peer Review.** At time of project submittal to the building department a fresh set of eyes from an equally experienced architect will review and comment on the plans to provide a fresh perspective and a broader view of lessons learned.
- **Post Occupancy Review.** In order to continuously improve the quality of our service we routinely perform post occupancy evaluations of all of our projects at an interval of one (1) year after occupancy. This perspective allows us to further understand from a lessons learned perspective how the project is performing, are the expectations of the end user still being upheld, and what can be done to make a better project.
- **Construction verification.** During construction prompt response to contractor inquiries, request for information, and shop drawing review is critical. During the construction phase our construction administration services will assist the City of Costa Mesa in verifying the quality and standards established in the design phase are upheld and that the City is receiving a high level of quality service.

*Quality management plan has a history of producing projects with less than ½ of 1% change order for non-owner initiated changes or unforeseen conditions.*

**Pre-Design Phase**

**Task A.1: Project Orientation and Data Collection**

**Meetings:**

- One (1) for project orientation

**Kick Off Meeting**

A project orientation kick off meeting will be held with appropriate stakeholders for the City Hall remodel project, City staff, building, planning, and City hired accessibility consultant to discuss goals of the project, project protocol, lines of communications, and building and planning requirements.

**Deliverables:**

- Updated project schedule
- Meeting minutes

**Update Project Schedule**

The project schedule will be reviewed and revised based on discussions with building, planning, and pertinent staff members.

**Data Collection**

The Owner will supply the Architect all existing information pertaining to the project for use by the Architect and Design Team including but not limited to existing drawings, studies, reports, and estimates previously completed.

**Task A.2: Background Drawings**

**Background Files**

After collecting existing files from the City of Costa Mesa, the Architect will prepare background files for use in developing the future work. The drawings will be prepared in the latest version of ACAD. The Architect will tour the facility to review for general conformance to the City provided as-built files.

**Design and Entitlement Phase**

**Task B: Construction Documents**

**Meetings:**

- Submit to Building Department for review and resubmit corrected plans as required

**Construction Documents:**

The Design Team will prepare Construction Documents for use in submitting to the City of Costa Mesa Building Department for review and permitting. The project will be designed using the 2013 CBC as amended by the City of Costa Mesa, and other applicable and current local codes including the CalGreen Checklist for Sustainable Design. The Construction Documents will include plans, specifications, and calculations. Submittals are anticipated at 90% only.

**Deliverables:**

- Bid ready architectural and engineering plans
- Bid ready project manual
- Energy efficiency standards documentation
- Cost estimates in CSI format at 90% completion

**Equipment Cut Sheets:**

The Design Team will present product cut sheets for proposed equipment for review by the City maintenance department for verification of systems to be specified. The Design Team will make revisions to equipment based on comments from the maintenance department and incorporate in to the final design.

**Project Manual:**

The Design Team will prepare the project manual which will include the technical specifications for all proposed systems, finishes, materials, and equipment to be installed. The Architect will coordinate with the City in preparing Division 1 specifications, sustainability requirements, general conditions, and bid information.

## PROJECT UNDERSTANDING

### **Building Department Submittal and Permit Issuance:**

At the completion of the 90% construction document phase, the plans will be submitted to the City of Costa Mesa Building Department for review of code issues. The Design Team will respond to review plan check items and resubmit for building department issuance. The plans incorporating these items will be considered the Bid Set.

It is anticipated that the Design Team will respond to plan check comments generated out of first plan check comments only. Any additional comments not originally contained in first plan check comments will be picked up on an hourly basis.

### **Opinion of Probable Construction Cost:**

An opinion of probable construction cost in CSI format will be completed based on 90% construction documents. The opinion of cost will be reviewed with the City Project Team and verified with the overall project budget. Value engineering items will be discussed if necessary to bring the project back within budget limits.

## Construction Phase

### **Task D: Bidding and Construction Administration**

#### **Bid Assistance:**

During the bidding phase the Design Team will assist the City in preparing bid documents for use in distributing to prospective general contractors. The Architect will attend a pre-bid meeting at the site and assist the City in presenting and explaining the work. The Design Team will respond to contractor request for information, review proposed product substitutions, and prepare addenda for distribution.

#### **Construction Administration:**

The Architect will establish a means to respond quickly to the contractor's requests for information. Scope is based on a six (6) month construction schedule.

- Attendance at construction meetings to determine general conformance with the Contract Documents (Total of 8 meetings)
- Periodic review by the sub consultant team during key points in development of the remodel
- Review of contractor application for payment
- Final pay application recommendations
- Final walk-through and punch-list; establishment of Date of Substantial Completion (total of 3 meetings)
- Submittal/ Shop Drawing review
- Product substitution review
- Responses for contractor clarifications/ field questions/ requests for information
- Preparation of change orders/ architects supplemental instructions as required

## PROJECT UNDERSTANDING

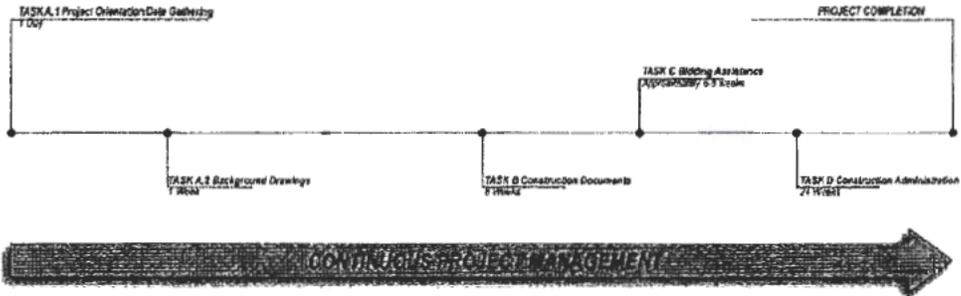
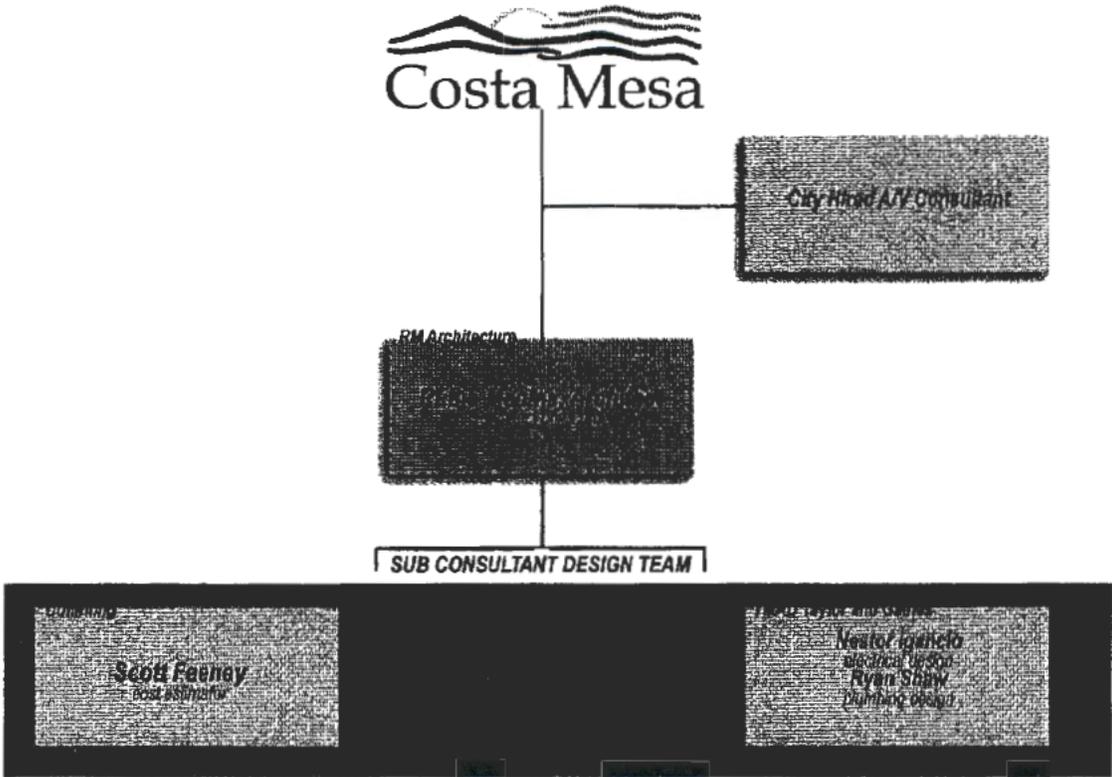
### Exclusions

The following services are excluded from our scope and fee:

- Geotechnical investigation, report, and observation during construction
- Hazardous materials abatement or evaluation
- Independent investigation of accuracy of supplied information from Owner
- Record drawings
- Permit/ plan check/ agency fees
- Fire suppression and fire alarm drawings and calculations (performance specifications included if required)
- Structural retrofit or analysis of existing City Hall
- Structural engineering
- Mechanical engineering (slight reconfiguration for new space)
- California Green Building Code optional tier design (mandatory measures included)
- LEED Certification
- Upgrade of existing electrical service



Organizational Chart/ Conceptual Project Schedule



Fully detailed schedule to be prepared after selection and discussion of milestones with the City and building department.

**Firm Profile**

**RM ARCHITECTURE  
Architect**

780 Roosevelt  
Irvine, CA 92620  
P: 949 333.6030  
F: 949 333.6100

**Type of Business:**  
Sole Proprietor

**Registrations:**  
CA Architect c.30059

**Small Business  
Enterprise:**  
1754662

**Insurance Coverage:**  
Professional Liability  
General Liability  
Auto Liability  
Workers Compensation

**Business License:**  
City of Irvine BUS11-01268

**Contact Person:**  
Rubio Medina, Owner  
Architect

RM Architecture is a sole proprietor, full service architectural, planning, and construction management firm established in 2010. We devote principal level leadership to each and every project. With this approach RM Architecture is able to provide quality services which results in successfully implemented projects, lasting relationships and repeat clients. With a diverse background RM Architecture is able to quickly establish and identify programmatic obstacles, establish consensus among multiple stakeholders, and develop design solutions that are relevant, have character, and are engaging.

We are a certified small business enterprise (SBE) located in the City of Irvine providing services to the surrounding counties of Riverside, Los Angeles, San Diego, and Orange County. As a small firm we are able to be more selective in our projects and provide exceptional services to each and every one of our clients. All projects are lead and involve firm principal and owner Rubio Medina who has over twenty years experience providing project management and guidance to both public and private clients.

**Project Expertise:**

- Public Works
- Public Safety
- Beach Facilities

**Services Offered:**

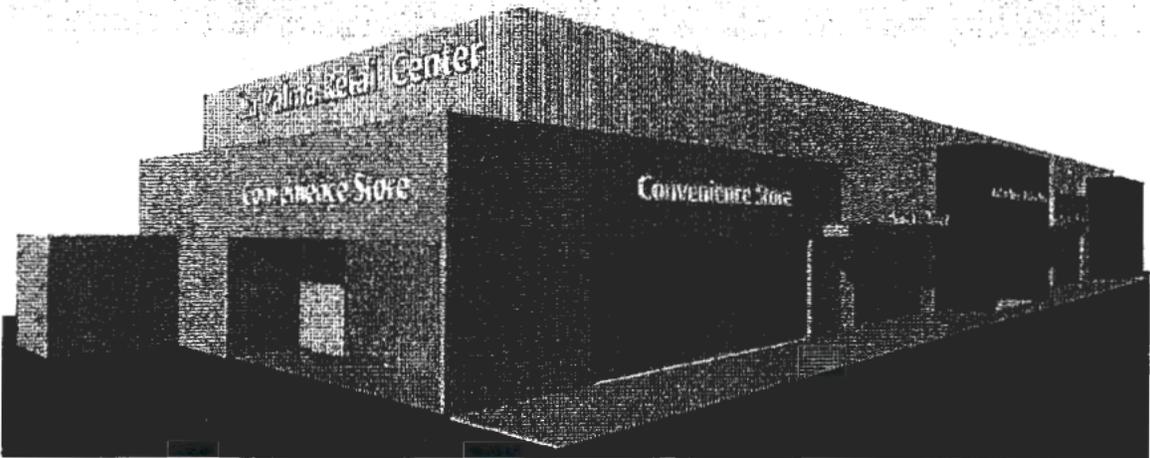
- Programming
- Facility assessments
- Construction management
- Feasibility studies
- Sustainable design
- Peer review
- Construction documents
- Construction administration

**Philosophy**

To develop strong, lasting relationships and deliver services that have value, are sustainable and incorporates our clients as a valued asset in the process by respecting their goals, budget, and values.

**Mission Statement**

To treat each and every thing as an equal to the whole.



## Project Architect Resume

**Rubio Medina**  
Owner, RM Architecture

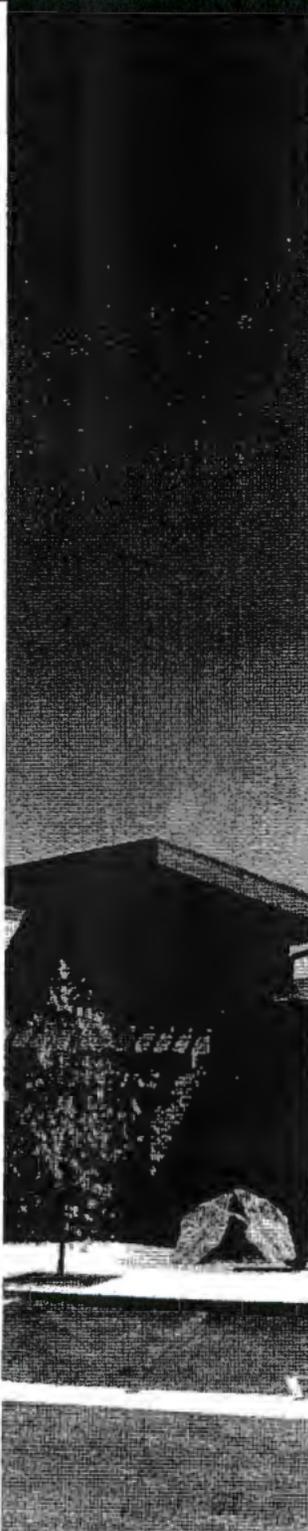


**Project Role:**  
Architect of Record/ Project Architect

**Registrations:**  
CA Architect c.30059

**Related Project Experience:**

- Big Canyon Reservoir Auxiliary Facility Maintenance Yard, Newport Beach, CA
- Carlsbad Skate Park Restrooms, Fire Station No. 5 Roof Prop, and Storage Facility, Carlsbad, CA
- City of Industry Heliport and Support Structure, City of Industry, CA
- Corona del Mar Fire Station Study, Newport Beach, CA
- El Segundo 911 Conversion, El Segundo, CA
- El Segundo Beach Lifeguard Station Study, El Segundo, CA
- El Segundo Beach Lifeguard Station, El Segundo, CA
- El Segundo Fire Station No. 2 (LEED Gold), El Segundo, CA
- Fairview Fire Protection District Fire Station (Centex Homes), Castro Valley, CA
- Glendale Fire Department Facility Assessment, Glendale, CA
- Inland Empire Utilities Agency Tenant Improvement, Ontario, CA
- Jurupa Community Services District Tenant Improvement, Mira Loma, CA
- Laguna Beach Main Beach Restroom Replacement, Laguna Beach, CA
- Livermore Pleasanton Fire Station No. 1 and Fire Administration, Livermore, CA
- Long Beach Water Department Administration Remodel, Long Beach, CA
- Murrieta Fire Station No. 4 and Police Substation, Murrieta, CA
- Pasadena Fire Station No. 33 and Administration Facility Study, Pasadena, CA
- Rancho Cucamonga Fire Station No. 177, Rancho Cucamonga, CA
- Rancho Cucamonga Fire Station No. 178, Rancho Cucamonga, CA
- Rancho Santa Fe FPD Administration Building Remodel, Rancho Santa Fe, CA
- Rancho Santa Fe FPD Fire Station No. 1, Rancho Santa Fe, CA
- Rancho Santa Fe FPD Rancho Cielo (4) Fire Station, Rancho Cielo, CA
- Riverside Downtown Fire Station No. 1 and Administration Facility, Riverside, CA
- Santa Ana Heights Fire Station and Training Facility, Newport Beach, CA
- San Marino Public Safety Center Remodel and Addition, San Marino, CA
- Simon Ranch Reservoir and Booster Center, Tustin, CA
- Vernon Fire Station No. 2, Police Department and Public Works Remodel, Vernon, CA
- West Covina Fire Station No. 5, West Covina, CA



<b>Consultant Team</b>
------------------------

**TMAD Taylor and Gaines****Plumbing/ Electrical**

901 Via Piemonte,  
Suite 400  
Ontario, CA 91764  
P: 909 477.6915  
F: 909 477.6916

**Year Established:**  
1955

**Type of Business:**  
Corporation

**Name of Contact**  
Kerry Parker, Principal

**Cumming****Cost Consulting**

130 Vantis, Suite 110  
Aliso Viejo, CA 92656  
P: 949 900.0440  
F: 949 900.0450

**Year Established:**  
1996

**Type of Business:**  
Corporation

**Name of Contact**  
Scott Feeney, Managing  
Director

**Nestor Ignacio, Electrical Engineer:**

- Deer Creek Park, Jurupa Community Services District, Mira Loma, CA
- Laguna Beach Main Beach Restroom, Laguna Beach, CA
- Meadowside Park, County of Riverside, CA
- Morgan Street Park, Perris, CA
- El Segundo Beach Restroom and Lifeguard, El Segundo, CA
- Mayflower Park, County of Riverside, CA
- Bogart Park, County of Riverside, CA

**Ryan Shaw, Plumbing Designer:**

- Bon View Community Center, Ontario, CA
- 'D' Street Community Center, Arcata, CA
- El Segundo Beach Restroom and Lifeguard, El Segundo, CA
- Laguna Beach Main Beach Restroom, Laguna Beach, CA
- Deer Creek Park, Jurupa Community Services District, Mira Loma, CA
- Harada Park Phase III, Jurupa Community Services District, Mira Loma, CA

**Scott Feeney:**

- Agua Caliente Resort, Restroom Upgrades, Rancho Mirage, CA
- Leeway Sailing Center, Gondola Bldg., and Pier/Dock Replacement, Long Beach, CA
- Orizaba Park New Community Building with Restrooms, Long Beach, CA
- Marina Park Renovation incl. Restrooms, Seal Beach, CA
- Collier Park, Family Friendly Restrooms, San Diego, CA
- La Costa Resort - Clubhouse Lockers/Restroom, Carlsbad, CA
- Palmer Park Improvements incl. Basketball Courts-Wade Pool-Fitness Area-Restrooms, Glendale, CA
- Portsmouth Square Park, Removal and Replacement of Existing Restroom Building, San Francisco, CA
- San Diego Unified Port District, Tidelands Comfort Station Refurbishment – 31 Facilities, San Diego, CA

**Current Workload and Availability**

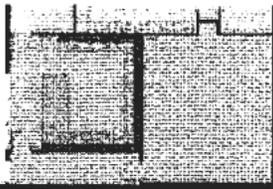
Rubio Medina will be the architect of record for the City of Costa Mesa City Hall remodel project and can confirm his availability to start immediately and carry the project through to completion.

**Current Phase:**  
Schematic Design  
**Scheduled Completion:**  
March 2016

**LAGUNA BEACH MAIN BEACH RESTROOM, LAGUNA BEACH, CA**

RM Architecture was commissioned to provide architectural and engineering services for the replacement of the Main Beach Restroom facility located at South Main Beach in the City of Laguna Beach. The new facility will replace and upgrade the existing facility providing greater usability, functionality, and a safe environment for all beachgoers.

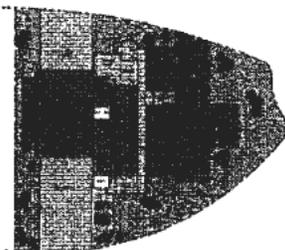
Services included architectural, engineering, geotechnical investigation, and a wave run up analysis. The new facility will be approximately 1,000SF fitting more restrooms in to a similar size space.



**Current Phase:**  
Bidding  
**Scheduled Completion:**  
On Hold

**INLAND EMPIRE UTILITY AGENCY, ONTARIO, CA**

As architect of record, RM Architecture was hired to provide architectural and engineering services for the conversion of an existing storage and paint room in to a new training and laboratory space at their Regional Plant 2 location. The existing room is to be divided in to two new areas to address the need for additional training and laboratory space which includes a new training room and finishes. The new laboratory space will consist of a room with multiple workstations, new casework with solid phenolic tops and fronts for long life, finishes, HVAC, electrical, and telecommunications.



**Current Phase:**  
Schematic Design  
**Scheduled Completion:**  
On Hold

**LILAC HILLS RANCH FIRE STATION, NORTH SAN DIEGO COUNTY**

Located in North San Diego County, a new development in the Lilac Hills area is being considered for development and was required that a new fire station be constructed to support this new development.

RM Architecture was hired to provide preliminary programming and study for a proposed new 6,000SF fire station within the new community. The facility will consist of a double wide, double deep apparatus bay and associated support space, four (4) dorms and associated living quarters including crew restrooms, day room, kitchen, dining, and office space.



## PROJECT EXPERIENCE

### Main Beach Restroom Replacement

Laguna Beach, CA

**Features:** Replacement of existing restroom facility at South Main Beach.

**Status:** Schematic Design

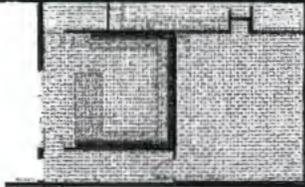
**Reference:**  
Tom Sandefur, Associate  
Civil Engineer  
P: 949 497.0792

- Heavy marine environment
- Multi-use facility
- Masonry and steel construction
- Finishes selected to address marine environment
- Vandal resistant fixtures and hardware
- Improve accessibility within structure and path of travel

### Inland Empire Utilities Agency Tenant Improvement

Chino, CA

**Features:** Conversion of existing space in to a usable classroom and laboratory area including planning for accessibility.



**Reference:**  
Charlie Batongmalaque,  
Materials Management  
Supervisor  
P: 909 993.1883

- Space planning within existing confines
- Conversion of existing space into a new multi-use area
- Materials and finishes selected for durability, aesthetics, and availability
- Accessibility upgrades
- Installation of new HVAC equipment to interface with existing system

### El Segundo Beach Lifeguard Facility and Public Restroom

El Segundo, CA

**Features:** Combination facility located on El Segundo Beach consists of masonry construction, zinc and phenolic panels. Facility houses a lifeguard tower, accessible public restrooms, and storage.



**Reference:**  
Stephanie Katsouleas,  
Public Works Director  
P: 310 524.2356

- Heavy marine environment
- Multi-use facility
- Masonry and steel construction
- Finishes selected to address marine environment
- Vandal resistant fixtures and hardware
- Improve accessibility within structure and path of travel

PROJECT EXPERIENCE

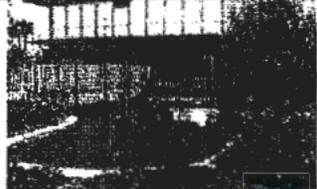
**Big Canyon Reservoir Auxiliary Facility Maintenance Yard**  
Newport Beach, CA



- Features:** 4,500 enclosed storage, 4,500 covered storage area with employee accessible restrooms.
- Masonry construction
  - Multi-use facility
  - Finishes selected to address marine environment
  - Vandal resistant fixtures and hardware

**Reference:**  
Fong Tse, Principal  
Engineer  
P: 949 644.3321

**Long Beach Water Department Administration Remodel**  
Long Beach, CA (Project Completed with Gillis and Associates)



- Features:** 40,000SF tenant improvement, remodel, and addition including space planning, new meeting room, accessibility upgrades, and façade renovation.
- Asbestos remediation
  - Facility built in the 1960's
  - **Space planning and use confined to existing footprint**
  - Strict budget of 1.5 million
  - New HVAC equipment to serve build out at first floor
  - **40,000SF remodel office space**
  - New accessible employee restrooms at floors 2-4
  - Addition of new accessible public restrooms at first floor
  - Executive suite at 4<sup>th</sup> floor with council chambers
  - Façade renovation
  - Office space layout and planning

**Reference:**  
Steve Myrter, Public Works  
Director  
P: 562 989.7356

**Jurupa Community Services District Tenant Improvement**  
Mira Loma Beach, CA (Project Completed with Gillis and Associates)



- Features:** Tenant improvement to consolidate functions of the Jurupa Community Services District including public interface areas, council chambers/meeting rooms, and accessibility upgrades.
- **Space planning and use confined to existing footprint**
  - Façade renovation
  - **New council chambers**
  - Installation of new elevator in existing two story space
  - **Office space layout and planning**
  - Addition of accessible public restrooms
  - Installation of new elevator in existing two story space

**Reference:**  
Sam Samson, C3 Owner's  
Representative  
P: 949 706.3527

## PROJECT EXPERIENCE

### Vernon Public Works Remodel

Vernon, CA (Project Completed with Gillis and Associates)



**Features:** Major upgrade and remodel with a focus of installation of new shower/locker rooms, restrooms, male and female facilities, and office remodel.

- Façade renovation
- Remodel and reconfiguration of employee restroom, shower, and lockers
- Accessibility upgrades
- **Space planning and layout**
- Finishes to last under heavy use

**Reference:**

Kevin Wilson, Director of  
Community Services  
P: 323 826.1435 X245

### Vernon Police Department Remodel

Vernon, CA (project completed with RRM Design Group)



**Features:** Upgrade of police locker, shower, and restroom facilities to include separate male and female areas along with accessibility upgrades.

- Remodel and reconfiguration of employee restroom, shower, and lockers
- Accessibility upgrades
- **Space planning and layout**
- Remodel and TI within existing space
- Finishes to last under heavy use

**Reference:**

Kevin Wilson, Director of  
Community Services  
P: 323 826.1435 X245

### Rancho Santa Fe FPD Administration Remodel and Addition

Rancho Santa Fe, CA (Project Completed with RRM Design Group)

**Features:** Interior remodel to gain better functionality and a new two story addition to add further square footage and usability.

- Located within Rancho Santa Fe design covenant
- **Space planning and layout**
- **Remodel to provide for greater flexibility and usability**

**Reference:**

Donald Butz, Fire Chief  
Viejas Fire Department  
(former Deputy Chief  
Rancho Santa Fe)  
P: 619 659.2376

### Hermosa Beach City Hall and Police Department Remodel

Hermosa Beach, CA (Project Completed with Gillis and Associates)

**Features:** Installation of new elevator, upgrades to council chambers and accessibility upgrades.

- **Minor office improvements to provide greater flexibility and usability**
- **Council chamber improvements including accessibility upgrades**
- Installation of new elevator to provide accessibility to second floor

**Reference:**

N/A

## PROJECT EXPERIENCE

### San Marino Public Safety Center Tenant Improvement and Addition

San Marino, CA (Project Completed with Don Iler, Architect)



**Features:** Major upgrade and renovation of existing public safety center to police and fire departments. Addition of new apparatus bay to fire station.

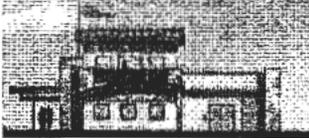
- Tenant improvement to existing police facility
- **Space planning and layout**
- Remodel of existing fire station
- Addition of new apparatus bay to fire station

**Reference:**

N/A

### City of Industry Heliport Support Building

City of Industry, CA (Project Completed with RRM Design Group)

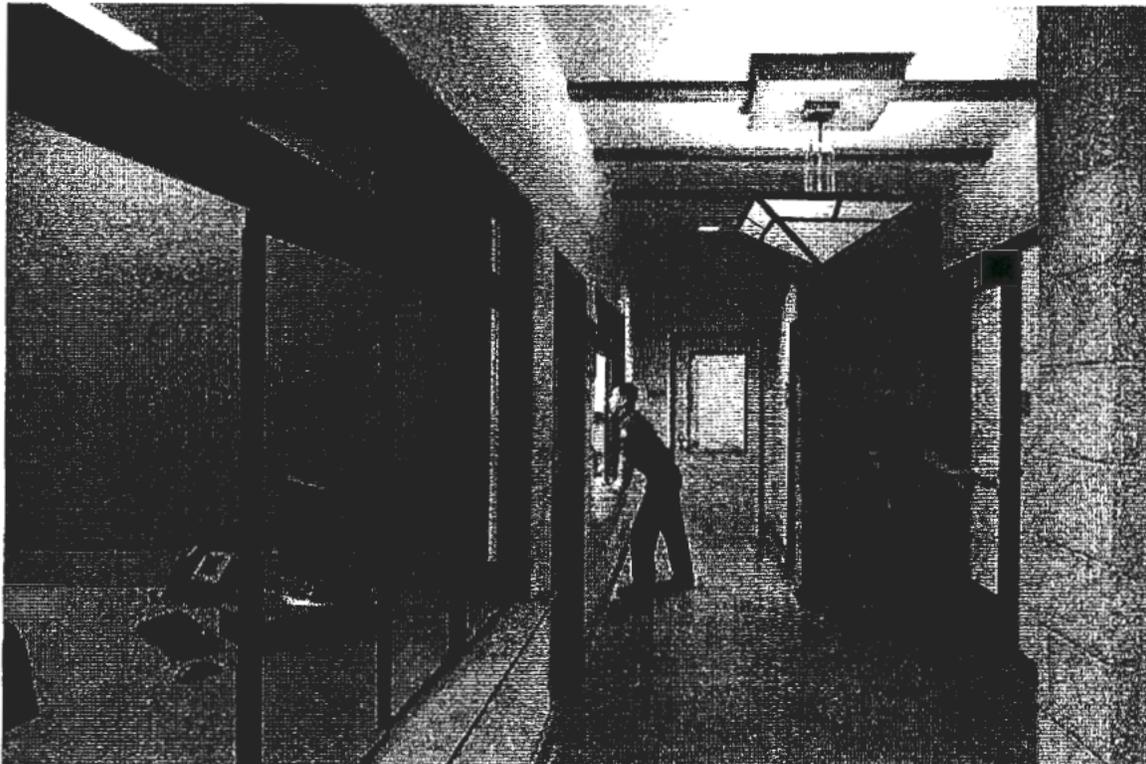


**Features:** Heliport support structure with lookout tower.

- Multi-use facility
- Masonry and steel construction
- Finishes selected to weather
- Heavy jet wash environment

**Reference:**

Josh Nelson, CNC  
Engineering  
P: 626 333.0336



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

**Costa Mesa City Hall 1<sup>st</sup> Floor Remodel Proposed Fee**

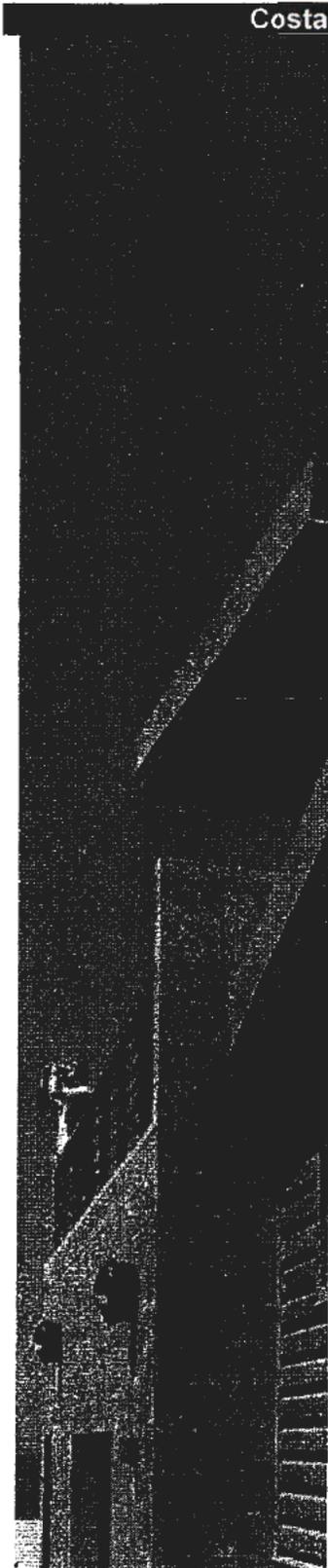
Attached please find our proposed fixed fee to provide architectural and engineering services to complete the remodel at the City of Costa Mesa City Hall facility.

Task A.1	Project Orientation/ Data Gathering	\$	1,500
Task A.2	Background Files	\$	1,500
Task B	Construction Documents	\$	20,300
Task C	Bidding/Construction Administration	\$	10,850

**GRAND TOTAL ALL SERVICES (Tasks A-D) \*\*: \$ 34,150**

**\*\*Reimbursable budget to be \$6,500**

Reimbursable expenses incurred by RM Architecture, or any subconsultant it may hire to perform services for this project, are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by client in excess of that normally carried by the Architect or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.



**EXHIBIT D**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2018

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

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

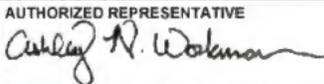
<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604 License #0020739	<b>CONTACT NAME:</b> Ashley Workman	
	<b>PHONE (A/C, No, Ext):</b> 800.545.3090	<b>FAX (A/C, No):</b> 510.452.2139
<b>E-MAIL ADDRESS:</b> aworkman@dealeyrenton.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Travelers Indemnity Co. of Connecticut		25682
<b>INSURER B :</b> XL Specialty Insurance Co.		37885
<b>INSURER C :</b> Hartford Casualty Insurance Co.		29424
<b>INSURER D :</b> Travelers Property Casualty Co of Ameri		25674
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 934559511 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6807H178070	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BA219M6196	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WEGAA8NP8	10/25/2018	10/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims Made			DPS9907419	10/1/2017	10/1/2019	\$1,000,000 Per Claim \$1,000,000 Annual Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: Architect Project #1509, City of Costa Mesa City Hall Restroom Accessibility Upgrades - The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are named as additional insureds as respects general and hired/non- owned auto liability for claims arising from the operations of the named insured as required per written contract or agreement. Coverage afforded the additional insured is primary and non-contributory as respects to general liability coverage. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEE CANCELLATION SECTION of Certificate for 30 Day NOC /10 Day for Non-Payment of Premium.

<b>CERTIFICATE HOLDER</b>  City of Costa Mesa Attn: Larry Dreiman, PE 77 Fair Drive Costa Mesa CA 92626	<b>CANCELLATION 30 Day Notice of Cancellation</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

### **Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: 6807H178070

COMMERCIAL GENERAL LIABILITY  
ISSUED DATE: 10/25/2018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

Any person or organization that you agree in a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### **Location of Covered Operations:**

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER INSURANCE – ADDITIONAL INSURED –  
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO  
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and

(2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57WEGAA8NP8

**Endorsement Number:**

**Effective Date:** 10/25/2018

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

**Named Insured and Address:** RM Architecture  
Irvine, CA 92620  
949 333-6030

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

A handwritten signature in black ink that reads "Ashley N. Workman". The signature is fluid and cursive.

Countersigned by \_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** RM Architecture  
**Endorsement Effective Date:** 10/1/2018

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):** Re: Architect Project #1509, City of Costa Mesa City Hall Restroom Accessibility Upgrades - The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**EXHIBIT E**

**CITY COUNCIL POLICY 100-5**

## CITY OF COSTA MESA, CALIFORNIA

### COUNCIL POLICY

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:

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

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

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

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