

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
ROBERT BORDERS & ASSOCIATES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 2nd day of July, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ROBERT BORDERS & ASSOCIATES, a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide architectural and design services in connection with the City's homeless shelter, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, 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 Three Hundred Thirty-Five Thousand Nine Hundred Ninety-Two Dollars (\$335,992.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, 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. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

## **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue through June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

## 5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers'

compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

## 6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City 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:**

Robert Borders & Associates  
1675 Scenic Ave, Suite 210  
Costa Mesa, CA 92626  
Tel: (949) 851-1317  
Attn: Shelly DiLauro

**IF TO CITY:**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5096  
Attn: Arash Rahimian

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 "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance 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 negligence, recklessness, or willful misconduct in 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. 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.

**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**

Stefano Dilaura  
Signature

Date: 7.30.19

STEFANO DILAURO, PRESIDENT  
[Name and Title]

[REDACTED]  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

Justin Martin for  
~~Let Ann Farrell Harrison~~ JUSTIN MARTIN  
*Acting* City Manager

Date: 8/15/19

**ATTEST:**

Brenda Green 8/16/19  
Brenda Green  
City Clerk



**APPROVED AS TO FORM:**

Kimberly Hall Barlow  
Kimberly Hall Barlow  
City Attorney

Date: 8/15/19

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: 8/9/19

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Arash Rahimian  
Project Manager

Date: 8/15/19

DEPARTMENTAL APPROVAL:

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

Date: 8-15-19

APPROVED AS TO PURCHASING:

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

Date: 8/6/19

**EXHIBIT A**  
**SCOPE OF WORK**

## **SCOPE OF WORK**

### **INTRODUCTION**

Consultant will provide an architectural team (“Architect”) to prepare a design, from concept through construction, of a homeless shelter for individuals experiencing homelessness (“Project”). On March 5, 2019, the City approved the acquisition of an existing industrial warehouse located at 3175 Airway Avenue (“Project Site”) for use as a permanent bridge shelter. The shelter is intended to house 100 people coming out of homelessness, as a temporary stop as they transition to more permanent housing. In addition, the shelter will include all of the amenities and office space needed to operate a best practice shelter.

### **PROJECT OVERVIEW**

The Project Site is located on a 1.34-acre parcel that currently contains a 29,816 square foot industrial building. The building has 24-foot clear ceilings, five loading doors (2 ground level, 3 elevated doors), and approximately 5,510 square feet of built out office space. The Project Site also includes a fenced yard, parking lot, and landscaping.

The building currently has two addresses with separate utility meters. It is intended that the building will have a new demising wall constructed to allow for roughly half of the building to be used for the bridge shelter, while the other half of the building will remain as industrial/warehouse space to be sublet by the City. The Project includes architectural services for both the shelter improvements, as well as the cosmetic improvements for the sublet portion of the building.

The Project Site is currently designated as Industrial Park by the City’s General Plan and is zoned MP – Industrial Park. The City is currently processing a Development Code Amendment which will allow for a shelter to be a permissible use in the MP – Industrial Park zone. This Development Code Amendment is wholly separate from this RFP and is anticipated to be completed by the end of June 2019.

The Project Site is located in close proximity to John Wayne Airport. The City has identified a few challenges that will need to be addressed through the design process due to proximity of the airport. The City’s position is that the permanent bridge shelter is not a residential use and is actually an institutional/community facility use. The entire shelter facility or at least the dormitory/common areas, must have a 45 Community Noise Equivalent Level (CNEL) interior noise level. The City anticipates that special attention will need to be paid to the acoustics of the building to mitigate against the sound of aircraft taking off and landing at the airport. Additionally, the airport has recently installed fuel tanks on the side of the airfield near the Project Site. The building design will need to mitigate any safety issues related to the proximity to these fuel tanks. Finally, an air quality study will be conducted by the City to ensure the completed building meets required standards.

### **Site & Building Summary**

- Land Use: Industrial Park
- Zoning: MP – Industrial Park
- 1.34-acre parcel
- 29,816 square foot industrial building

- 5,510 square foot built out office
- 24-foot clear ceiling height
- 5 loading doors
- 2 addresses with separate utility meters

## **SCOPE OF WORK**

The general project scope of work includes:

### **Task 1 –Schematic Design**

- i. Meet with City and service providers to gain an understanding of the needs of a best practices bridge shelter, including necessary amenities and space planning (minimum of 3 meetings).
- ii. Complete a preliminary land use and building code review with the City to confirm requirements for zoning, entitlements, land use, site, utilities, and building construction permits (including fire, life, safety issues).
- iii. Ensure all necessary utilities are provided to the Project Site and coordinate with utility providers to locate new points of connection as needed.
- iv. Design should identify and incorporate sustainability practices.
- v. Plans from concept to final should incorporate landscape plans.
- vi. Prepare schematic design for review by City and service providers.
- vii. Revise schematic design based on City and service provider feedback.
- viii. Attend team meetings with the City to discuss and present new/revised design content as often as necessary.

### **Deliverables:**

- Schematic Design including plans, elevations, and cross sections.
- Computer rendering of building interior and exterior.
- Preliminary estimate of probable project costs.
- Interior and exterior color palate and materials board.

### **Task 2 – Site Specific Fees and Studies**

- i. Coordinate and pay all third party studies needed for final entitlement approval

### **Task 3 – Design Development**

- i. Work with City to produce design development drawings and plans.
- ii. Prepare all necessary documents for value engineering to assist City representatives in making value engineering decisions.
- iii. Prepare any additional designs and/or specifications as a result of value engineering decisions.
- iv. Prepare and process entitlement applications for Planning Commission and City Council approval.

**Deliverables:**

- Design development documents consisting of drawings, specification sheets, materials and colors board, all of which fix and describe the architectural, mechanical, and electrical systems conforming to City building standards.
- Updated estimate of probable project costs.
- Entitlement applications.
- Planning Commission and City Council entitlement hearing presentations to achieve final approval.

**Task 4 – Construction Documents**

- i. Prepare and submit for approval drawings and specifications (“Contract Documents”) setting forth in detail the requirements for construction of the project based on value engineering decisions made at the design development level.
- ii. Prepare and submit 100% construction documents to the City of Costa Mesa Building Department for their plan/permit review. Revisions, corrections, and additional information may be required.

**Deliverables:**

- Complete construction documents, including plans, specification book, and any other documents required by the City of Costa Mesa Building Department to obtain a building permit and deliver contractor bid ready set.
- Update estimate of probable construction costs.

**Task 5 – Contractor Selection**

- i. Assist the City in developing bid document packages, in obtaining bids, and in evaluating bids by providing all documentation needed for proper bidding and contract preparation.
- ii. Assist in the preparation of instructions to bidders, issuing addenda, and organizing and leading the pre-bid conference.
- iii. Assist in the review and evaluation of bids.

**Deliverables:**

- Construction Document Set that incorporates all addenda during the bid period and all value engineering decisions made as a result of the bid process.
- Participate in the review and evaluation of bids.

**Task 6 – Construction Contract Administration**

- i. Upon the construction contract award by the City, lead the pre-construction conference.
- ii. Visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work completed, and to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents.
- iii. Immediately notify the City of any problems it discovers or observes.
- iv. Review and approve or take other appropriate action upon Requests for Information (RFIs) or other submittals by the contractor.
- v. Review all change orders, verify all costs, and make recommendation for payment or appropriate action.

- vi. Prepare changes to the Construction Documents to reflect approved changes in the scope or nature of the work.
- vii. Be present during the initial start-up of systems.
- viii. Participate in pre-final and final inspections of the work to determine if the work is complete and in accordance with the Construction Documents.
- ix. Prepare a set of reproducible record drawings (as-built) in PDF format showing significant changes in the work made during construction based on marked-up prints, and drawings.

**Deliverables:**

- Discipline specific punch lists for incorporation into City's punch list.
- Prepare a conforming set of construction documents that incorporate all addenda and RFI issues and deliver to City in AutoCad and PDF formats.

**ADDITIONAL REQUIREMENTS**

In addition to the services previously identified, the following requirements shall also be met by the Architect/Consultant for design services, within a maximum construction budget of \$1.7 Million in building improvements.

The Improvements shall include, but are not limited to, mechanical, plumbing, electrical, framing, flooring, ceilings, painting, wall partitions, HVAC, glazing, parking, ADA accessibility, and fire, life and safety protection.

It is intended that the building will have a new demising wall constructed to allow for roughly half of the building to be used for the shelter, while the other half of the building will remain as industrial/warehouse space to be leased to a new tenant by the City of Costa Mesa.

The following is meant to only highlight some of the high-level design and construction improvements and not meant to be an all-inclusive list of the required code, repairs, and customary construction improvements expected or required.

**1. Exterior**

- a. New ADA access and exit points at both Airway and McCormick. Airway will have two ADA access points. One immediately before the vehicular gate and one inside the gated area for homeless clients and others.
- b. A new 6-foot-high screened motorized vehicular gate at the entrance
- c. Landscaping upgrades along Airway and McCormick Avenue
- d. A new outdoor covered break area on the west side of the building that is located behind the installed perimeter gate.
- e. A fenced client storage area (trash cans)
- f. Parking area expansion into utility easement area and resurface and striping of entire parking area.
- g. Creation of small outdoor animal area that is located behind the installed perimeter gate

**2. Shelter**

- a. Reception/Entry/Security checkpoint area
- b. Interior office renovations including paint, flooring, upgrading the restrooms to ADA standards, wall reconfiguration and treatment, and bringing everything up to current code.

- c. Activity/Flex Room
- d. Health/Medical support office
- e. Restrooms and showers for men and women
- f. Commercial kitchen and dining hall
- g. Total of 100 Men's and women's and flex sleeping quarters with internal 5-foot-high partition walls for privacy and noise reduction.
- h. Laundry room
- i. Computer room or area
- j. Janitorial room
- k. Two storage rooms; Lockers for client belongings and a donated clothing room
- l. Installation of security cameras, wifi equipment, cable TV
- m. Furniture, Fixture, and Equipment (FF&E) Layout
  - i. City and Operator (Mercy House) will provide their existing FF&E per Consultant's layout to be coordinated with City

### **3. Warehouse**

- a. Interior office renovations including paint, flooring, wall treatments, upgrading the restrooms to ADA standards and bringing everything up to code.
- b. Removal of 2nd floor illegal improvements. Perhaps convert this to storage with safety railing.

Consultant shall analyze the project and existing building, perform field review and investigations, hazardous materials assessment, evaluate existing conditions (City does not possess building as-builts), research existing plans and records, and meet with City staff to define the detailed project scope and objectives. Meet periodically with City staff and other agencies involved, during the progress of the project, for appropriate guidance and coordination (minimum six meetings). The Consultant shall take notes during the meetings and prepare meeting minutes that shall be submitted to the City for approval within one week after the meeting.

Provide a web based file sharing website and/or software.

### **Existing and Future Facilities**

Compile an inventory and assessment of the existing conditions and architectural evaluation specific to 3175 Airway Ave, and services at this facility. Document and evaluate all building systems, including heating, lighting, plumbing, electrical, etc. Document and evaluate all fixtures, furniture and equipment that may be of use. Document and evaluate all existing conditions, damage, structural problems, material deterioration, etc. Recommend priorities for immediate repair and stabilization work. Assess the need for more involved materials conservation.

Document and evaluate site, including subsurface conditions for drainage and sanitary systems, utilities, existing planting, circulation, and access for staff and public needs.

Evaluate existing building and proposed site for compliance with all relevant building, Fire Department, and health and safety codes, including ADA standards.

The Consultant shall obtain all permits and drawings required for the design and construction of the project including but not limited to Costa Mesa Sanitary District, Mesa Water District, Southern California Edison, Health Department, Gas Company, Spectrum Communications (fees

for City-issued permits will be waived. All other required fees to be paid by City after an invoice is received from the regulatory agency without consultant markups).

The Consultant shall notify all the utility companies; obtain plans of all existing utility facilities; and identify and precisely locate all utilities (both underground and overhead) within the project limits, including mains, service lines, meter boxes, valve cans, irrigation lines, drain lines, channels, traffic signal conduit, etc.

The Consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; determine elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.

The Consultant shall obtain approval in writing from utility companies for any necessary utility work and clearance. The consultant shall submit all utility correspondences to the City.

Prepare complete project specifications including Special Provisions (including permits from other agencies) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City for incorporation into construction documents.

The Consultant shall prepare a Project Construction Cost Estimate and Construction Schedule in a format acceptable to the City at 100% completion of Schematic Design, the purpose of which is to show the probable construction cost in relation to the City's Construction Budget. If the Consultant perceives site considerations or City project requirements which render the project cost prohibitive, the Consultant shall disclose such conditions in writing to the City immediately.

Construction Cost Estimates and Construction Schedules shall also be provided at 70% and 100% design.

Plans and specifications shall comply with standard drawings and specifications of the City of Costa Mesa and other agencies as applicable.

The Consultant as Architect-of-Record will manage and coordinate all design and document preparation tasks.

## **SCHEMATIC DESIGN**

The Schematic Design documents shall include preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

The Consultant shall meet with the City at intervals as necessary to develop the design and review progress drawings and other documents, which depict Schematic status of the Project.

The Consultant shall make all City-requested changes, additions, deletions and corrections in the Schematic Design Documents which may result from the City's or any constructability review, at no additional cost to the City, so long as they are not in conflict with the requirements of the public agencies having jurisdiction or prior approval, or Consultant's professional judgment.

Unless the City agrees otherwise in writing, the Consultant shall revise respective provisional Schematic Design documents and Cost Estimates to reflect adjustments and clarifications agreed upon in the review meeting and resubmit Schematic Design documents and Cost Estimates to the City. Once approved, the revised Schematic Design documents shall become the final Schematic Design Documents.

If the Schematic Design documents exceed the City's Construction Budget the City may request the Consultant to amend, at the Consultant's sole cost and expense, the Schematic Design Documents in order to meet the City's Construction Budget.

### **DESIGN DEVELOPMENT**

Consultant shall prepare Design Development documents consisting of but not limited to site plans, enlarged site plans, building floor plans, enlarged floor plans, site sections, building sections, building elevations, typical construction details, finish schedules indicating finish selection, interior elevations, outline specifications and other drawings and documents sufficient to fix and describe the scope, relationship, size, appearance and character of project components.

The Consultant shall make all City-requested changes, additions, deletions and corrections in the Design Development documents which may result from any constructability review, at no additional cost to the City, so long as they are not in conflict with the requirements of the public agencies having jurisdiction or prior approval, or Consultant's professional judgment.

It will be necessary to satisfy the requirements of the National Pollution Discharge Elimination System (NPDES) General Permit for Construction Activities. The Consultant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) which will include Best Management Practices (BMP's) that outline standard practices that can be implemented to decrease the discharge of pollutants into storm drains during construction operation on the site.

### **CONSTRUCTION BIDDING PHASE**

During the Bidding Process, the Consultant shall respond to requests for information or clarification.

The Consultant shall prepare any required addenda to the Construction Documents in the City's format for approval and distribution by the City.

Specifications shall be provided in Microsoft Word format.

### **CONSTRUCTION ADMINISTRATION PHASE**

The Consultant shall provide general administration of the Construction Documents and the work performed by the Contractor and Sub-contractors. The Consultant shall observe work executed from the Construction Documents.

The Consultant shall provide services during the Construction Phase under management and oversight of the City's Project Manager (PM) for the Project.

The Consultant shall review the project schedule, Requests for information, schedules of shop drawing submittals and schedules of values prepared by the construction contractor and consult with the PM concerning their acceptability.

The Consultant shall conduct site visits to observe each contractor's work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such visits shall be conducted weekly or as often as are necessary and appropriate to the stage of construction. Such visits may be in conjunction with the Project's weekly construction meetings.

The Consultant shall cause all architects, engineers and other consultants, as may be hired by the Consultant or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

The Consultant shall attend all construction meetings and confirm written reports/minutes produced by the PM after each construction meeting in order to keep the City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the PM's sole discretion, but no less than weekly.

The Consultant shall make written reports to the PM as necessary to inform the PM of problems arising during construction, changes contemplated as a result of such problems and progress of the Project work.

The Consultant shall review, process, and approve all submissions for compliance with the Construction Documents and respond to such submissions in a timely manner so as to not delay the progress of the schedule or construction work. The Consultant's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

The Consultant shall evaluate and advise the PM of any Change Requests and material change(s) which may be requested or necessary in the Project plans and specifications. The Consultant agrees to comply with the PM's change request process and shall provide the PM with its opinion as to whether such change requests should be approved.

After determining that the Project is substantially complete, the Consultant shall participate in the inspection of the Project and shall prepare a Punch List of all remaining deficiencies and minor items needed to be corrected or completed on the Project. The Consultant shall notify the PM of all Punch List Items.

The Consultant shall cause all other architects, engineers and other consultants, as may be hired by the Consultant, to file any and all required documentation with governmental authorities necessary to close out the Project. The Consultant shall assist the PM in obtaining such documentation from all other architects, engineers, or other consultants.

## **PROJECT CLOSE-OUT PHASE**

The Consultant shall incorporate all RFI, Addenda and Bulletins and Contractor as-built files into the Construction Documents.

The Consultant shall review the Contractor furnished as-built files for completeness.

The Consultant shall review all warranties, guarantees and final close-out material provided by the contractor and sub-contractors.

All plans, specifications, original or reproducible transparencies of working drawings, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other Project Documents prepared pursuant to this Agreement shall be and remain the property of the City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultant, the Project Documents shall be the property of the City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, the Consultant shall provide to the City copies of all Project Documents required by the City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of seven (7) years following completion of the Project, and shall make copies available to the City upon the payment of reasonable duplication costs. Before destroying Project Documents following this retention period, Consultant shall make a reasonable effort to notify the City and provide the City with the opportunity to obtain the documents.

The Consultant grants to the City the right to use and reuse all or part of the Project Documents, at the City's sole discretion and with no additional compensation to the Consultant, for the following purposes:

- (A) The construction of all or part of this Project;
- (B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (C) The construction of another project by or on behalf of the City for its ownership and use. The City is not bound by this Agreement to employ the services of the Consultant in the event such documents are used or reused for these purposes. The City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant. The use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the City's right to recover for latent defects or for errors or omissions of the Consultant for the Project.

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

**BORDERS**

**ROBERT BORDERS &  
ASSOCIATES**

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ARCHITECTURE  
PLANNING  
COMMERCIAL INTERIORS



**Request for Proposal:  
For Costa Mesa Homeless  
Shelter Design Services**

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24 June 2019

*Submitted to:*  
City of Costa Mesa  
77 Fair Dr.  
Costa Mesa, CA  
92628-1200  
Attn: Lisa Nixon

*Submitted by:*  
Robert Borders & Associates  
1675 SCENIC AVENUE  
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COSTA MESA, CA  
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# Section A: Cover Letter

24 June 2019

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628

Attn: Ms. Lisa Nixon  
Interim Purchasing Supervisor

Project: Reinstatement of RFP Costa Mesa Homeless Shelter Design Services

Dear Ms. Nixon:

Robert Borders & Associates is pleased to provide our proposal for the Costa Mesa Homeless Shelter Design Services located at 3175 Airway Avenue.

Our Team will provide as identified in the RFP expedited comprehensive Design, Architectural and Engineering services needed to reconfigure the existing 1.34 – Acre project site into a fully functioning and operating approx. 14,900 SF 100-Bed Homeless Shelter plus a desirable 14,900 SF office/warehouse lease space.

The improvement details & configuration will be based upon an extensive & comprehensive space needs and building assessment developed to include special consideration for the acoustics to migrate aircraft sound and safety issues for the fuel tanks.

We have assembled the following Team for the development of this project:

Architecture/Project PM:	RBA
M, E, & P Engineer:	Linwood Engineering Associates
Acoustical Engineer:	Acoustics Group, Inc.
Structural Engineer:	Brandow & Johnston, Inc.
Civil Engineer:	Brandow & Johnston, Inc.
Kitchen Consultant:	Kitchen Professionals
Landscape Architect:	BMLA
Cost Estimator:	ECM Associates
Technical Specification Writer:	Byun Partners

This compressive List of Professional Team members has extensive experience with a range of specialized expertise in the various disciplines that we feel are vital to the success of this project. We worked with several of the team members on the successfully completed 102-Bed La Mesa Shelter in Anaheim and feel we bring an added value to this project.

We anticipate the Scope of Work to include (but is not limited to) space needs assessment, site and building evaluation, the preparation of design concepts, plans and specifications and estimates for the project site. Also anticipated is the task of all necessary permitting and coordination with City staff as required for the execution of the proposed design intent of the Project. Once the design has been approved, the

construction documents for the project will be executed. These documents will be submitted to the City Agency and Health Department for approval and to obtain a Building Permit to construct the project. The documents will also be utilized for public solicitation of bids to construct the project. Our scope will include project team involvement through the design, construction process, final and substantial completion and record drawing documentation.

On the following pages we have prepared a more detailed description of our understanding of the scope of work for the overall Project, our Proposed Project Approach, along with our Statement of Qualifications and project experience from various team members. We have also included an expedited Preliminary Project Schedule for your review.

We are excited about the possibility of being involved with this permanent bridge shelter project that will be a temporary stop as the homeless transition to more permanent housing. Our project design will include all of the amenities and office space needed to operate a best practice shelter.

Robert Borders & Associates has provided similar types of service to municipalities for over 25 plus years and look forward to developing a relationship with the City of Costa Mesa.

ROBERT BORDERS & ASSOCIATES

*Shelly DiLauro*

Shelly DiLauro, CID, LEED AP ID+C  
Principal

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# SECTION B: Statement of Qualifications

## **Project Understanding**

- 1. Project Approach:** Our project approach is to divide and conquer as multiple Team members are completing various specialized tasks concurrently to expedite the project scope and to meet the required timeline.

Each firm is specialized in their own discipline and as a team we cover all aspects of this project from site, building structure, electrical, mechanical, acoustical and design. Having recently completed the design and construction of the Anaheim Homeless Shelter, our team brings a wealth of knowledge to this project. We were intimately involved in the planning/programming to create a best-practice transitional housing facility that includes many of the same requirements of this project.

Our project team leader / main contact will be Shelly DiLauro with RBA. She worked closely with the La Mesa Shelter Operator to develop that facility and has a good understanding of the function and processes. Shelly will be supported by the project manager from each discipline.

Below represents our suggested tasks to progress through the project phases from programming to completion. Due to the expedited timeframe we would like to present alternate deliverables to decrease time and fees but still provide a comprehensive project approach.

## **Task 1 – Schematic Design**

- a. Conduct project Kick-off meeting with City Staff, Service Provider and Design Team. Provide a detailed project schedule outlining key milestones for review and comment.
- b. Preliminary field investigation and assessment of the project building and site. Conduct a detailed review of the existing City plans, documents, code review, site utilities and property information. Findings will determine the adequacy and deficiencies of the existing facility.
- c. Conduct a detailed program and interior design interview with City staff and service provider to develop an understanding of the Costa Mesa Homeless Shelter for current and future needs.
- d. Prepare a detailed Space Needs Assessment document for current and future needs for facility staff, sleeping rooms, common areas restroom/shower facilities and site. The Space Needs Assessment will be presented to the City for review and comment.
- e. Prepare a Space Plan (SP-1) with 2 options based upon the Space Needs Assessment document and Site Evaluation present to City for review and comment. Two (2) space plan revisions are included in this phase. Each space plan will be presented at a meeting.

- f. Develop (2) finish & material options for the interior and exterior project scope. The options will be presented at the space plan meetings. Two (2) revisions are included.
- g. Develop interior elevations and sections based upon approved space plan SP-3.
- h. Coordinate preliminary construction cost estimate.
- i. Create finish & materials board based upon approved color scheme.
- j. Coordinate (1) interior and (1) exterior rendering as requested. (We recommend that the renderings be completed in the design development phase once the design is more solidified and value engineering is completed.)
- k. Deliverables: Schematic Design plans, elevations & sections; (1) interior and (1) exterior rendering; preliminary cost estimate; finish & material board. Up to Five (5) meetings are included under this phase.

**Task 2 – Site Specific Fees & Studies:**

- a. Coordinate acoustical engineer to analyze building based upon approved space plan and make recommendations for noise mitigation.
- b. Deliverable: Acoustics report/findings.

**Task 3 – Design Development (30% Construction Documents)**

- a. Coordinate with Engineers to analyze site conditions and determine specific site requirements needed for site development to provide exterior parking, security and Disabled Access Improvements. Engineers will coordinate with utility companies for scope.
- b. Prepare and survey civil topography and utilities documentation. Verify utility constraints, maintenance options and provide recommendations to City.
- c. Prepare Design Development Plans based upon the approved Scope of Work.
- d. Update preliminary cost estimate based on the selected option.
- e. City review of documents, plans and final materials.
- f. Review drawings for value engineering opportunities if necessary. Prepare alternate solutions for City review.
- g. Prepare presentations and entitlement applications for and participate in Public Meetings such as Planning Commission, and City Council if necessary.
- h. Deliverables: Design Development Drawings; updated Cost estimate; Entitlement Application; up to three (3) meetings; one (1) Planning Commission/City Council Meeting.

**Task 4 – Construction Documents**

- a. Prepare construction documents and specifications for construction bid. The plans and specifications will define all areas to comply with all adopted laws, ordinances and codes.
- b. Submit the 60% CD set to City for review and comment. Attend meeting with City

- to gather comments. Incorporate City comments into the CD set.
- c. Coordinate project scope with specification writer.
- d. Meeting with Building Department to coordinate early preliminary plan review to occur at the various stages.
- e. Submit the 100% CD set for Building & Health Department plan check and City staff review for final comments.
- f. Update Cost estimate based upon the 100% construction drawing set.
- g. Complete plan check comments and ready drawings, specifications for bidding.
- h. Deliverables: Construction Drawings; Specification Book; updated Construction estimate; up to two (2) meetings.

#### **Task 5 –Contractor Selection**

- a. Provide bid assistance to include preparation of Bid instructions, answering questions from prospective bidders, issuing addendums, participation in bidder conference & bid analysis to determine the most qualified bidder.

#### **Task 6 –Construct Contract Administration**

- a. Provide construction observation and support services during construction – including but not limited to :
  - Facilitate the pre-construction meeting
  - Attend weekly construction coordination meetings;
  - Submittal and shop drawing review;
  - Respond to requests for information (RFI);
  - Assist City in change order review and negotiations;
  - Production of record drawings;
  - Prepare punch list walk and re-walk; Issue correction list to General Contractor.
- b. Deliverables: Punch list and Record Drawings; up to twenty (20) construction meetings.

## **2. Work Experience Related to Homeless Shelters**

Robert Borders & Associates along with Linwood Engineering and Brandow & Johnston were given the task of designing, preparing construction drawings, processing the drawings through the City of Anaheim plan check process and construction coordination in a nine week timeframe last winter for the 12,000 SF La Mesa Shelter. We met with the Operator who provided detailed information about their processes, daily routines, outside food vendors, potential issues with the residents and how they work through them, shower and laundry information, everything we needed to know to create a functional best practice space. We even toured a couple shelters that were recently constructed – both permanent and temporary – to see the facilities in action. After we had prepared the space plan and worked through the comments, the operator asked us “how can we make this a warm and comfortable space for the residents?” A lot of shelters are cold feeling and uninviting, we took that to heart and with a few simple things created a space that is welcoming and cheerful. During construction, as word got out on the street that temporary

shelters were being set-up, an influx of women arrived and we had to alter the sleeping dormitories to accommodate more females. We worked through the changes as a design-build process with the City's blessing and a great General Contractor. All of the elements in a shelter are common to other project types, there isn't anything too challenging to building a shelter, we think the key is in the design and how you feel when you walk through the door. The Anaheim shelter has been open now for a few months and we speak often with the operator to find out how the facility is functioning. Our Team learned a lot on that project and now have a good understanding what are the basic needs of a shelter and what are the challenges.

### 3. Proposed Team Members & Project Experience

The following proposed team members will be assigned to the project. Resumes are provided for each person in Section E.

#### RBA – Architecture & Design

Loren DellaMarna	Project Architect & Sr. Project Manager
Debbie Patterson	Project Manger
Shelly DiLauro	Programming & Space Planning
Mary Magana	Interior Designer

Primary Role: Main contact, Project Manager, Architectural, & Interior Design, Interior ADA Improvements.

#### Linwood Engineering Associates – M, E, P Engineering

Ron Geary	Project Manager
Adam Franklin, PE, LEED AP	Senior Associate, Mechanical Engineer
Robert Hatch, PE	Principal, Electrical Engineer

Primary Role: Mechanical, Electrical & Plumbing Design within the building area.

#### Acoustics Group Inc. – Acoustic Design

Robert Woo	Principal Consultant
------------	----------------------

Primary Role: Acoustical Design of the building interiors to mitigate aircraft noise.

#### Brandow & Johnston – Structural Engineering

Ryan Bishoff	Principal, Structural Project Manager
--------------	---------------------------------------

Primary Role: Structural Design & Detailing for Exterior and Interior improvements.

#### Brandow & Johnston – Civil Engineering

Ed Melo	Director of Civil Engineering
Wilson Hernandez	Civil Project Manager

Primary Role: Civil Design for Site Improvements, Exterior ADA Compliance & Site Utilities.

#### Kitchen Professionals

Michael Baldwin	Principal, Design Director, Project Manager
Jeremy Linane	Designer, Project Manager



## LA MESA EMERGENCY SHELTER, Anaheim, CA.



**DESCRIPTION:** Interior & Exterior Renovation of an industrial building near the 91 Freeway and Glassell Street in Anaheim to become a temporary homeless shelter for 5-7 years.

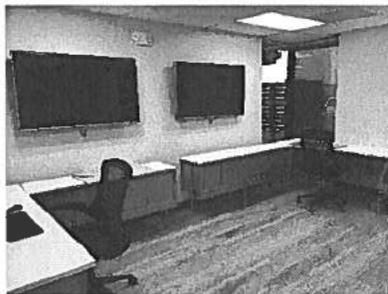
The 12,000-square-foot La Mesa property, previously housed the Piano Empire Megastore warehouse and showroom. The project, was a fastrack collaboration with the City of Anaheim, Bentley Construction Remodeling and RBA as architect of record.

The renovated building will accommodate up to 102 beds. The men's dorm sleeps 30, woman's dorm sleeps 52, the shelter will have two private dorm spaces for families with children and another room that can sleep up to four couples. Other areas include a dining area, warming kitchen, lounge area, computer alcove, job counseling, training areas, laundry, shower/bathing facilities, janitorial room, storage room and staff support office spaces. The large, covered outdoor patio enclosure provides a secured, monitored entry to the facility. Adjacent outdoor picnic tables, kennels, dog run and a smoking area provide support for pets and their owners.

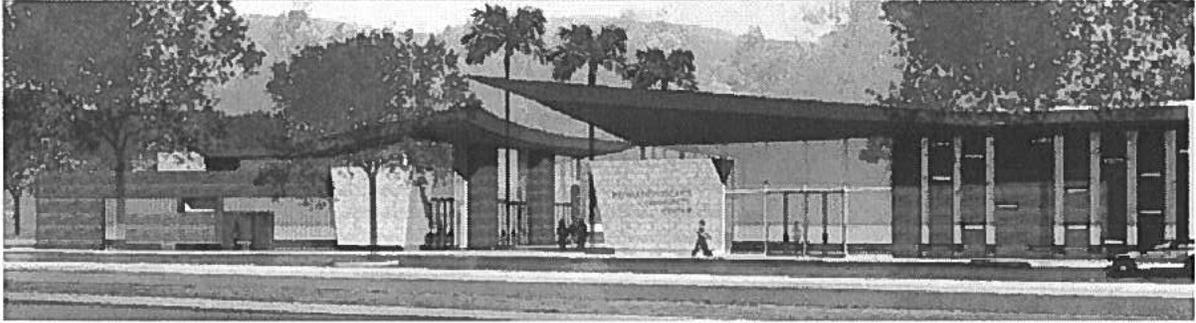
The shelter is sponsored by the City of Anaheim and run by the Illumination Foundation, a non-profit 501(c) (3) that provides targeted, interdisciplinary services for the most vulnerable homeless adults and children in order to break the cycle of homelessness.



**ROLE OF FIRM:** RBA provided architectural and design services for the scope of work including programming, space planning, interior design, construction documents, and furnishings. Linwood Engineering provided M, E, P Engineering and Brandow & Johnston provided Structural.

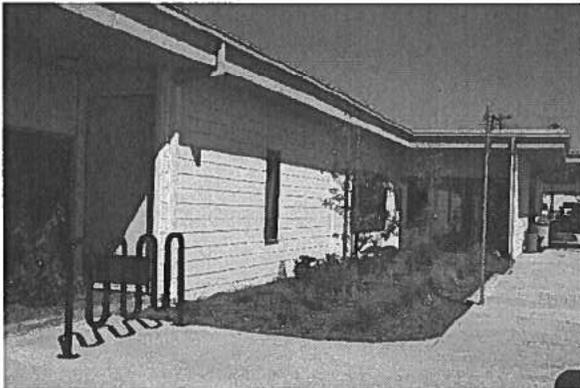


## **ROWLAND HEIGHTS COMMUNITY CENTER, Rowland Heights, CA.**



**DESCRIPTION:** Brandow & Johnston recently completed a new 18,500-square-foot community center set in Pathfinder Park. The community center will have community rooms, meeting room, activity & exercise rooms, as well as a multi-purpose room. A playground, tennis courts and basketball courts will also be built. Our civil work will include a total area of 7 acres.

## **CITY HALL CAMPUS PARKING, Fontana, CA.**



**DESCRIPTION:** BMLA recently completed the renovation and reconfiguration of the City of Fontana's Civic Center Campus Parking Lot. BMLA was hired to prepare water conservation-based landscape renovation plans. The design includes drought-tolerant plants, drip irrigation, and weather-based irrigation controls and schedules. Our landscape architects worked with the City and the project engineers to include the necessary WQMP BMPS in the design and construction.

#### **4. Individual Experience**

Robert Borders & Associates' proposed designated Principal/Sr. Project Manager/Project Architect for the Scope of this Statement of Qualifications will be Loren DellaMarna, NCARB, AIA, LEED AP BD+C and supporting Project Manager will be Debbie Patterson. Loren has over thirty years of architectural experience with a variety of project types including city and municipal work, homeless shelter, essential facility, manufacturing, industrial, office buildings, retail, and food service. He has been involved in ground up design and construction as well as building retrofit/re-purpose and seismic renovations of existing structures. Loren has extensive experience in all aspects of a project from start to finish including Americans with Disabilities Accessible Design, Sustainable Design and LEED documentation.

Debbie Patterson is designated as Project Manager to support Loren in the Sr. Project Manager Role. She has over 26 years of Architectural experience and is extremely versed in Consultant and Contractor Coordination on Public Projects. Debbie provided a supportive role on many city projects including the homeless shelter, crew quarter/city yard remodel, EOC, office and conference center projects. She is an extremely versatile and a hands-on project manager with an eye for design and is very knowledgeable about construction technology, means and methods, as well as construction document production and construction administration.

RBA Team members who will play a design role in this project are Shelly DiLauro, CID, LEED AP ID + C, Principal / Design Director and Mary Magana, Sr. Interior Designer.

Shelly has worked with Cities for over 25 years on various project types. She will play a supportive role on this project from client interaction to programming and Space Planning. Shelly has project experience in homeless shelters, office improvements, exercise facilities, EOC/conference centers, warehouse and city maintenance facilities, food services, and she will bring that experience to this project team. She has an invested interest in sustainable and energy efficient design and incorporates that concept into the project where ever possible.

Mary Magana is the lead interior designer for RBA and has a vast background in City related projects. She has designed and space planned thousands of square feet of space and has the ability to extract the necessary details from the end users. Mary has an extensive knowledge of finishes and material types appropriate for various projects to meet the demands of the facility and project goals. Her project experience includes homeless shelter, office improvements, exercise facilities, EOC/Conference Centers, warehouse and city maintenance facilities. She was also part of the Anaheim La Mesa Shelter project.

#### **5. Quality Control, Management Principles & Procedures**

Quality Control, Management Principles and Procedures are part of RBA's commitment to our clients and continues to be a primary factor of our clients' satisfaction and repeat business. Our team's objectives include focusing on quality design, ability to complete the project in a timely manner based upon the City's budget and to further the development of our relationship.

a. Project Schedule

The project schedule is a valuable tool used by all Design Team members and Stakeholders and plays an important role in the overall project delivery. Timelines and process procedures are discussed during the initial meetings and included in the draft schedule. We feel getting input from all stakeholders on the various task durations is very important and ensures Team commitment.

b. Designing within Budget

Establishing a budget in the beginning of a project is essential and provides a benchmark for every Phase. We suggest a cost estimate should be prepared at the Schematic Design Phase and updated at the Design Development Phase to make sure the project is on track prior to the preparation of construction documents. This process allows adjustments to be made when the drawings are in the early stage and easier to alter. A final cost/engineer's estimate would be prepared at the completion of construction documents.

c. Cooperative Relationship

RBA and its consultants are team oriented and believe in clear and open channels of communication. We have built our business on the relationships that we develop with our clients and value every one of them. Our 25 plus year history with the City of Anaheim speaks for itself and the relationship that we have developed. We will work with City staff, outside agencies and other consultants as needed for the successful completion of this project.

d. Successfully Completing Project

The project schedule, budget and the relationship play a vital role in the success of a project. This approach has proven effective in our projects as it provides benchmarks for dues dates, opportunities to adjust design elements for budget phases and a collaborative Team and Stakeholders working together for the same end goal.

e. Quality Control

Robert Borders & Associates' commitment to its clients, as well as our insistence on compliance with performance schedules and delivery dates, continues to be a primary factor of our clients' satisfaction and repeat business. To ensure we meet our quality standards, each team member is individually selected for his or her proven record of accomplishment and specific expertise. Our team's objectives include focusing on quality design, clear and open channels of communication, and unwavering attention to the clients' needs and requirements.

RBA has devised an extremely effective process which assures the quality and cost effectiveness of all projects.

Our current policy on quality control is as follows:

In-house Review: Commitment by Principals to check all projects.

Project Meeting: Team meeting at the beginning of the week to review the progress/status of the project.

Final Review/Coordination: Principals always check projects for information and coordination.

Architectural Check List: Used as a cross-check throughout the production of the project.

f. Current work load & Capacity

Robert Borders & Associates and our Consultants current workload has projects in various phases of completion but has the capacity to take on additional work. We have the ability to draw upon additional staff when needed to complete certain tasks throughout the project if needed.

g. Litigation and Arbitration

Robert Borders & Associates has not engage in litigation, arbitration or mediation as a result design errors or omissions.

## 6. List of References

### RBA

1. CITY OF ANAHEIM  
200 S. Anaheim Blvd. Suite 276 Anaheim, CA 92805  
Public Works Department  
Carlos Castellanos, PE  
City Engineer  
714-765-5066  
[ccastellanos@anaheim.net](mailto:ccastellanos@anaheim.net)
2. ILLUMINATION FOUNDATION  
1091 N. Batavia St. Orange, CA 92867  
John Kim  
Director of Strategy & Compliance  
949-273-0555, ext. 251  
[jkim@ifhomeless.org](mailto:jkim@ifhomeless.org)
3. CITY OF ONTARIO  
303 East B Street Ontario, CA 91764  
David Simpson  
909-395-2185  
[dsimpson@ontarioca.gov](mailto:dsimpson@ontarioca.gov)

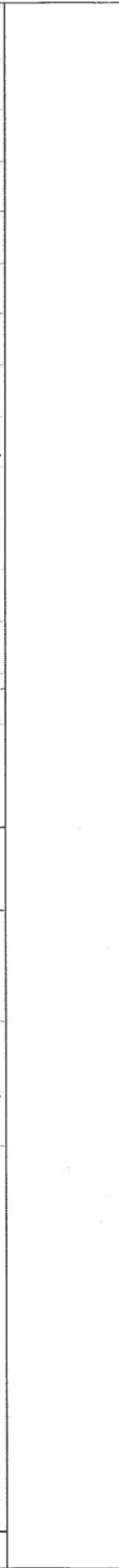
## SECTION C: Work Plan Schedule (Tasks 1-4)

On the following page we have proposed an expedited schedule based upon the requested deliverables. All aspects of the project have been condensed including City review. We would like to review the requested scope & deliverables with the stakeholders to develop a project approach that meets the desired goals & time frame.

City of Costa Mesa Homeless Shelter

Robert Borders & Associates

ID	Task Name	Duration	Start	Finish	Predecessors
1	Proposals due	1 day	Mon 6/24/19	Mon 6/24/19	
2	City Award-Notice to proceed	1 day	Tue 7/2/19	Tue 7/2/19	
3	Task 1: Schematic Design	21 days	Wed 7/3/19	Wed 7/31/19	
4	Kick off meeting/project schedule (mtg no. 1)	1 day	Wed 7/3/19	Wed 7/3/19	
5	Program interview with city staff/provider	1 day	Wed 7/10/19	Wed 7/10/19	
6	Prepare detailed Space Needs Assessment	1 day	Thu 7/11/19	Thu 7/11/19	
7	Prepare Space Plan	3 days	Fri 7/12/19	Tue 7/16/19	
8	Present to city (mtg. no. 2)	1 day	Wed 7/17/19	Wed 7/17/19	
9	Space Plan Revision 1	2 days	Thu 7/18/19	Fri 7/19/19	
10	Present to city (mtg. no. 3)	1 day	Mon 7/22/19	Mon 7/22/19	
11	Develop Finish and Materials palette	3 days	Mon 7/22/19	Wed 7/24/19	
12	Finalize Finishes and Materials board	3 days	Thu 7/25/19	Mon 7/29/19	
13	Coordinate Preliminary Cost Estimate (EOPC)	5 days	Fri 7/12/19	Thu 7/18/19	
14	Coordinate interior/exterior renderings	5 days	Thu 7/25/19	Wed 7/31/19	
15	Task 2: Site Specific Studies	24 days	Fri 7/12/19	Wed 8/14/19	
16	Coordinate acoustic engineer analysis	5 days	Fri 7/12/19	Thu 7/18/19	
17	Acoustical Report Preparation	15 days	Fri 7/19/19	Thu 8/9/19	
18	City review of Report	3 days	Fri 8/9/19	Fri 8/9/19	
19	City review of Report	3 days	Mon 8/12/19	Wed 8/14/19	
20	Task 3: Design Development (30% CD's)	36 days	Thu 7/4/19	Thu 8/22/19	
21	Coordinate with engineers-site analysis/requirements	5 days	Thu 7/4/19	Wed 7/10/19	
22	Utility Company coordination	20 days	Thu 7/11/19	Wed 8/7/19	
23	Civil topo survey/utility documentation	10 days	Thu 7/4/19	Wed 7/17/19	
24	Prepare DD drawings	10 days	Tue 7/23/19	Mon 8/5/19	
25	Coordinate Prelim Cost Estimate Update	5 days	Tue 8/6/19	Mon 8/12/19	
26	Present to city (mtg. no. 5)	1 day	Tue 8/13/19	Tue 8/13/19	
27	City review of documents	3 days	Wed 8/14/19	Fri 8/16/19	
28	Value Engineering/Alternative solutions-issue to city	3 days	Mon 8/19/19	Wed 8/21/19	
29	Presentation for Public meeting/Planning Commission/City Council (mtg. no. 6)	1 day	Thu 8/22/19	Thu 8/22/19	
30	Task 4: Construction Documents (60-95%)	55 days	Fri 8/23/19	Thu 11/7/19	
31	Incorporate comments from Task 3	1 day	Fri 8/23/19	Fri 8/23/19	
32	Prepare CD's	15 days	Fri 8/23/19	Thu 9/12/19	
33	Coordinate Spec Writer	10 days	Mon 8/26/19	Fri 9/6/19	
34	Coordinate Updated Cost Estimate	5 days	Mon 9/9/19	Fri 9/13/19	
35	Submit 80% CD's to City	1 day	Mon 9/16/19	Mon 9/16/19	
36	Coordinate Progress Plan Review with city agencies	3 days	Tue 9/17/19	Thu 9/19/19	
37	City Review of 80% CD's	3 days	Tue 9/17/19	Thu 9/19/19	
38	Review of City comments (mtg. no. 7)	1 day	Fri 9/20/19	Fri 9/20/19	
39	Incorporate city comments into drawings	3 days	Mon 9/23/19	Wed 9/25/19	
40	Submit 100% CD set to Building Department/Health Department Plan Check	21 days	Thu 9/26/19	Thu 10/24/19	
41	Update Cost Estimate	5 days	Fri 10/25/19	Thu 10/31/19	
42	Incorporate Plan Check Comments No. 1	3 days	Fri 11/1/19	Tue 11/5/19	
43	Resubmit for Plan Check	1 day	Wed 11/6/19	Wed 11/6/19	
44	Permit Issue	1 day	Thu 11/7/19	Thu 11/7/19	



Project: Prelim Schedule 1A  
 Date: Fri 6/21/19

Task:

Progress:  Milestone:

Summary:  Project Summary:

External Tasks:  External Milestone:

Deadline:

Page 1

## SECTION D: Professional Services Agreement & Insurance

Robert Borders & Associates and our consultants take no exceptions to the professional services agreement. We have reviewed the minimum scope & limits of insurance and meet all the requirements.

## SECTION E: Resumes of Key Team Members

On the following pages are our Key Team member's resumes with a description of their background & individual experience.

ROBERT  
BORDERS &  
ASSOCIATES



LOREN DELLA MARNA,  
NCARB, LEED AP BD + C

PROJECT ARCHITECT  
PRINCIPAL

EDUCATION

California State Polytechnic University,  
Pomona, CA

Pepperdine University, Malibu, CA

REGISTRATIONS

Licensed Architect – California

NCARB

USGBC LEED AP BD+C

California Licensed General Contractor

## BIOGRAPHY

### BACKGROUND INFORMATION

Loren Della Marna joined Robert Borders & Associates in 2008. During his tenure with the firm, Mr. Della Marna has been responsible for the coordination of commercial projects and municipal projects.

As Project Architect at Robert Borders & Associates, Mr. Della Marna is responsible for overseeing coordination of architecture and design documentation, preparation of construction documents, and construction administration services. He also is involved in business development activities for the firm.

Mr. Della Marna has over 28 years of experience in the architectural and design field, ranging from large-scale commercial restaurant, retail, industrial, recreational, and office project types. He has been associated with several architecture and design firms, as well as his own small practice in Orange County.

Mr. Della Marna holds a Bachelor of Architecture degree from the California State Polytechnic University at Pomona, and a Masters Degree in Business Administration from Pepperdine University. He is also a licensed General Contractor.

Mr. Della Marna has been a licensed Architect in the State of California since 1989.

### PROJECT EXPERIENCE

City of Anaheim

La Mesa Emergency Shelter

Police Helicopter Air Support Facility

City of Buena Park

Ehler's Park Event Center

Fire Station 23 Utility Building

City of Cypress

Police Department Remodel

City of Ontario:

City Hall Renovation

Utilities Revenue Building renovation

City of Fontana

ROBERT  
BORDERS &  
ASSOCIATES



Deborah Patterson  
PROJECT MANAGER

## EDUCATION

Fullerton College  
Cal Poly Pomona

## BIOGRAPHY

### BACKGROUND INFORMATION

Deborah Patterson joined Robert Borders & Associates in 1992. Ms. Patterson's experience with the firm has allowed her to assist with a variety of phases of the architectural process.

As Project Manager at Robert Borders & Associates, Ms. Patterson is responsible for preparation of design development and construction documents, code research, permit process, and assisting with construction administration and as-built documentation.

Ms. Patterson has over 28 years of experience in the architectural industry. Prior to joining Robert Borders she spent several years working for a residential architect on both large scale tract housing and custom homes. Her commercial experience has allowed her involvement with many office types as well as retail, industrial, recreational and municipal projects.

Ms. Patterson holds an Associate of Arts degree from the Fullerton College and studied four years at California State Poly University Pomona in the Architecture program.

### PROJECT EXPERIENCE

#### City of Ontario

City Hall Renovation  
Public Works

#### City of Buena Park

Ehler's Park Restroom  
Henry Boisserance Park

#### City of Cypress

Police Department Remodel

#### City of Fontana

Miller Park Amphitheater

#### City of Aliso Viejo

Igelsia Park Community Center

#### City of Anaheim

La Mesa Emergency Shelter  
Anaheim Police Main and Sub Stations

ROBERT  
BORDERS &  
ASSOCIATES



SHELLY J. DI LAURO, CID, LEED AP  
DIRECTOR OF INTERIOR DESIGN  
PRINCIPAL

#### EDUCATION

Fashion Institute of Design  
& Merchandising

#### REGISTRATION

Certified Interior Designer -  
California

USGBC LEED AP ID+C

## BIOGRAPHY

### BACKGROUND INFORMATION

Shelly J. DiLauro's 30-plus year professional career includes interior design projects for public and private clients. She has lead the interior design efforts for Robert Borders & Associates which includes: programming, needs assessment, color scheme development, furniture coordination (new and existing) including inventory and relocation of existing furniture systems, interior design, space planning, furniture installation coordination and construction/finishes coordination.

After receiving her degree in interior design from Fashion Institute of Design & Merchandising in 1984, Ms. DiLauro went on to receive her national certification through the NCIDQ and State certification through CCIDC. In recent years, her project focus as shifted to include sustainable design and she has obtained LEED Accredited Professional, Interior Design + Construction status through USGBC.

### PROJECT EXPERIENCE

#### City of Anaheim

- Police Main Station Expansion conceptual design
- Anaheim West Tower Renovation
- Anaheim Police Main and Sub Stations
- East Hills Branch Library
- Community Development Housing Remodel
- Police Helicopter Air Support Facility
- La Mesa Emergency Shelter

#### City of Ontario

- Emergency Operation Center
- City Hall Annex
- City Hall Renovation
- Fire Station No. 1
- Museum of History & Art Light Filtration
- Quiet Home Demonstration Center

#### City of Cypress

- Police Department Remodel

Prudential Lighting Training & Event Center

Los Angeles Dodgers – Various Projects

In-n-Out Burger Corporate Offices - Various Projects

ROBERT  
BORDERS &  
ASSOCIATES



MARY MAGANA  
SENIOR INTERIOR DESIGNER

## EDUCATION

CALIFORNIA STATE UNIVERSITY  
LONG BEACH, CALIFORNIA

## BIOGRAPHY

### BACKGROUND INFORMATION

Mary Magana has over 25 years of professional design experience. She has been involved with projects for Robert Borders & Associates over the past 12 years that include programming and needs assessment, color scheme coordination, furniture specification, furniture inventory and relocation, interior design, space planning, construction, finishes coordination and move coordination.

After receiving her degree in Interior Design from Cal State Long Beach, Ms. Magana worked as a designer and space planner on a wide range of projects including tenant improvements, store planning, commercial and industrial projects.

Ms. Magana is currently in the process of obtaining state certification through CASp.

### PROJECT EXPERIENCE

City of Anaheim  
City Hall West  
AWT Building Renovation  
Anaheim Police East Station  
East Hills Branch Library  
Police Helicopter Air Support Facility  
La Mesa Emergency Shelter

City of Ontario  
City Hall Renovation  
Housing & Code Enforcement Offices  
Fire Prevention  
Emergency Operations Center  
Fire Station No. 1 conceptual  
Quiet Home Demonstration Center

City of Aliso Viejo  
Igelsia Park Community Center

City of Cypress  
Police Department Remodel

Programming, Space Planning & Design for tenant improvement projects for building landlords, various locations in Southern California.

## **Ron Geary**

### **Project Manager - Linwood Engineering Associates, P.C.**

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#### **Professional Experience**

2010 - 2012	<b>LPA Inc. – Irvine, CA</b> Senior Mechanical Designer
2012 – 2014	<b>Glumac – Irvine, CA</b> Senior Mechanical Designer
2014 – Present	<b>Linwood Engineering Associates - Costa Mesa, CA</b> Project Manager

Mr. Geary is a Project Manager with over twenty years of experience in the consulting engineering and design-build contracting business and over fifteen years of experience in the construction industry as a carpenter. His project experiences range from designing and drafting to project and construction management. His well-rounded experience in multi-discipline engineering and architecture enables him to interact well with each discipline to achieve customer satisfaction and meet project budgets and schedules.

#### Partial List of Projects:

- La Mesa Shelter, Anaheim, CA
- Miller Park Amphitheatre, Fontana CA
- Bank of America, Various locations across the US
- City Creek Center, Salt Lake, UT
- United Air Force Joint Strike Fighter Test Facilities , Edwards Air Force Base, CA
- Home Depot Call Center, Tempe, AZ
- Ultra Mobile, Costa Mesa, CA
- Pasadena City College, Pasadena, CA
- Santa Clara Retail Square, Santa Clara, CA
- Wescom Credit Union, Various locations, CA
- Art Institute, Inland Empire, CA
- Art Institute, Orange County, CA
- The Lodge At Koele, Lanai City, HI
- Thomas Bradley International Terminal (LAX), Los Angeles, CA

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#### **Education**

1999 **Golden West College, Huntington, CA**

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#### **References**

John Marzich, Architect  
J. Marzich Design, Inc.  
949.903.0566

David J. Nelson, PE  
Glumac Engineering  
949.833.8190

# **Adam K. Franklin, PE, LEED AP**

## **Professional Engineer - Linwood Engineering Associates, P.C.**

---

### **Professional Experience**

2006 - Present    **Linwood Engineering Associates - Irvine, CA**  
Senior Associate

Mr. Franklin is a mechanical engineer specializing in HVAC and Plumbing system design. His duties include the specification and optimization of cost effective HVAC and Plumbing solutions. He is also responsible for the calculation and verification of energy compliance with various State Energy Codes. He also serves as project manager on numerous projects and is part of the business development team utilizing his masters in business administration degree.

#### Partial List of Projects:

- La Mesa Shelter, Anaheim, CA
  - Miller Park Amphitheatre, Fontana, CA
  - Hilton Garden Inn, Riverside, CA
  - Elephant Bar, Various locations in CA
  - Silliker Laboratories, Salida, CA
  - Carrier Office, Brea, CA
  - Carnegie Library, Anaheim, CA
  - Lucky Brand Jeans, Various locations across USA.
  - Comerica Bank, South Pasadena, CA
  - Major Theme Park Kitchen Renovation, Anaheim, CA
  - LBS Financial, Westminster, CA
  - University of La Verne West Campus Sports Complex, La Verne, CA
  - FedEx, Champaign, IL; Rialto, CA;  
Hagerstown, MD; Brooklyn, NY; Toledo, OH; Chattanooga, TN.
- 

### **Education**

2005            **California Polytechnic State University, San Luis Obispo, CA**  
Bachelor of Science Mechanical Engineering

2006            **California Polytechnic State University, San Luis Obispo, CA**  
Master of Business Administration

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### **Professional Engineering Registrations**

- California
- 

### **Professional Affiliations**

- United States Green Building Council (USGBC)
  - American Society of Mechanical Engineers (ASME)
- 

### **References**

David C. Musser  
Musser Architects  
714.241.8944

DaMarlon Carter  
Little Diversified Architecture  
949.698.1418

## **Robert J. Hatch, PE**

### **Professional Engineer/CEO- Linwood Engineering Associates, P.C.**

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#### **Professional Experience**

1985-Present      **Linwood Engineering Associates, Glen Rock, NJ & Irvine, CA**  
Chief Executive Officer

Mr. Hatch is the founder of Linwood Engineering Associates, Mr. Hatch relocated to California in 2005 and is an integral part of the west coast operation, but maintains ownership and involvement with LEA's east coast office. Prior to the formation of LEA Mr. Hatch held positions of increasing responsibility with Burns and Roe, Inc. a major engineering and construction firm, including Assistant Chief Electrical Engineer and Manager of Electrical Systems. As part of that engagement, Mr. Hatch managed projects in the continental US, Alaska, Puerto Rico, Belize, Cuba, Argentina, Paraguay, Thailand, Hong Kong, Taiwan, Korea and Germany. In addition, Mr. Hatch served as an Instructor of Electrical Engineering for Fairleigh Dickinson University for 7 years.

#### **Partial List of Projects:**

- La Mesa Shelter, Anaheim, CA
- Miller Park Amphitheatre, Fontana CA
- Granite Hills High School, El Cajon, CA
- West Hills High School, El Cajon, CA
- Steel Canyon High School, El Cajon, CA
- Grossmont Work Training Center – Campus Modernization Project, El Cajon, CA
- Grossmont Union High School District Reach Academy Portables, El Cajon, CA
- West New York Firehouse- West New York, New Jersey
- Paramus Fire Company No. 3- Paramus, New Jersey
- Irvine Spectrum, East Entry Expansion
- The Village at Porter Ranch
- BCP & FA- Mahwah, New Jersey
- NJ DOT- Ramsey, New Jersey
- Passaic Housing Authority- Passaic New Jersey
- Paramus Life Safety Complex- Paramus, New Jersey
- New Jersey Meadowlands Classroom and Observatory Building
- Distribution hubs for Fedex in Champaign, IL, Pittsburgh, PA, Rialto, CA, Memphis, TN, Brooklyn, NY
- Thompson Minwax Company
- Bush Boake Allen
- Sika Corporation
- Quest Diagnostics
- Fort Lee Police Department
- Sycamore Hills Retail Center, Upland, CA
- Mead Hall Madison, New Jersey
- Avon Corporate Headquarters
- Express Scripts corporate headquarters
- The Veranda Retail Center, Concord, CA
- Rio De La Plata, Puerto Rico
- Santa Clara Retail Center
- University of La Verne West Campus Sports Complex, La Verne, CA
- Hilton Garden Inn- La Quinta, CA
- Bergen County Communication Center- Mahwah, New Jersey
- Major Theme Park Kitchen Renovation- Anaheim, CA

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## Education

1973      **Manhattan College Riverdale, New York**  
Bachelor of Science Electrical Engineering

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## Professional Engineering Registrations

- Alabama
  - Arizona
  - California
  - Colorado
  - Connecticut
  - Florida
  - Hawaii
  - Indiana
  - Kentucky
  - Maine
  - Maryland
  - Massachusetts
  - Minnesota
  - Nebraska
  - Nevada
  - New Jersey
  - New York
  - North Carolina
  - Ohio
  - Oklahoma
  - Oregon
  - Pennsylvania
  - South Carolina
  - Tennessee
  - Texas
  - Utah
  - Virginia
  - Washington
  - Wisconsin
- 

## Professional Affiliations

- United States Green Building Council (USGBC)
  - NJ Delegate to United States Business Advisory Council
  - National Fire Protection Association (NFPA)
  - American Society of Plumbing Engineers (ASPE)
- 

## References

Hugh Rose  
Architects Orange  
714.639.9860

Tim Scherling  
FedEx Ground  
412.859.2344

Derron Sluser  
MJM Architects  
615.244.8170



## Ryan Bishoff, S.E. LEED® AP

Principal

Ryan Bishoff has 11 years with Brandow and Johnston, Irvine office. As Principal, Ryan has worked on many different projects ranging in size and scope, from major and minor central plant renovations, replacements, and new construction projects, minor structural alterations, major tenant improvements, high-rise commercial and industrial projects. Ryan is involved in the completion of all phases of project development, construction administration, structural design and system selection, seismic design of major projects, construction administration of major projects including structural evaluations, renovations and strengthening.

### **Education:**

University of California, Irvine; BSCE

### **Registrations/Certifications:**

Civil Engineer, California No. 77753  
Structural Engineer, California No. 6250

### **Experience:**

Brandow & Johnston. 2008 - Present

### **Professional Organizations:**

SEAOSC\_Structural Engineers Association of Southern California  
AISC\_American Institute of Steel Construction  
ASCE\_American Society of Civil Engineers  
ACI\_American Concrete Institute

### **Instructor:**

UC Irvine, Class 181, Senior Engineer Design Class  
Outside Client-Consultant, 2008-Present

### **Representative Projects:**

**Applied Medical ETO Sterilization Bldg. - 1 story concrete tilt-up building, Irvine, CA**

**Scorpion Real Estate Bldg. - 4 story steel moment frame office building, Valencia, CA**

**Jacky Lines Warehouse - 1 story concrete tilt-up building, Fontana, CA**

**Miller Park, Restroom Bldg. & Amphitheater Structure Fontana, CA**

**John Cooper Lab Building Retrofit - Orange County Public Works, Santa Ana, CA**

**Applied Medical Bridge Building, Central Plant Lake Forest, CA**

**Medtronic Orange County Consolidation New Building And Renovation Of Existing Buildings Santa Ana, CA**

**Chino Police Station, Converting an existing warehouse building to an essential facility, Renovation and Seismic Retrofit, Chino, CA**

**Sendero Fields, Restroom Bldg. & Shade Structure San Juan Capistrano, CA**

**Restroom Bldg & Shade Structure San Juan Capistrano, CA**

**Ted Craig Regional Park Pumphouse Rehabilitation - Orange County Public Works, Fullerton, CA**

**City of Ontario, City Hall Building, City Hall East Interim Facility, & Bon View Facility Addition and Renovation of the existing building, Ontario, CA**

**California State Polytechnic University, Library, 90,000 SF New Building Addition & Seismic Retrofit of the existing 6 story building with Viscous Dampers, Pomona, CA**

**Eaton Fluid Power Group, Mechanical Plant Irvine, CA**

# Structural

**BRANDOW & JOHNSTON**

structural + civil engineers





## Ed Melo, P.E.

Director of Civil Engineering

**Ed Melo** is a registered civil engineer in the State of California and has over **12 years** of experience in civil engineering design and CAD production. He has worked on a variety of higher education, residential, educational facilities, commercial, housing, mixed-use developments, and **public works projects**. His role Director of Civil Engineering is to develop high-quality and cost efficient design solutions related to site development. His experience in the design of site grading, utilities, and the implementation of stormwater best management practices, in addition to his continual interface with various jurisdictional agencies provide for an expeditious plan review and approval process. Mr. Melo is adept in AutoDesk Civil 3-D and Revit CAD Software.

#### **Education:**

*University of California, Los Angeles; BSCE  
Henry Samueli School of Engineering and Applied Science*

#### **Registrations/Certifications:**

*Civil Engineer No. C80534, State of California*

#### **Experience:**

*Brandow & Johnston 2012-Present*

#### **Professional Organizations:**

*ASCE\_American Society of Civil Engineers*

#### **Representative Projects:**

*LA-RICS LMR Deployment 13 Full Design Sites + 5 Partial Design Sites, Los Angeles, CA*

*Beverly Hills Public Works Warehouse  
Beverly Hills, CA*

*The Aerospace Corporation 4th Site Generator  
El Segundo, CA*

*Applied Medical – L201/L202 Bridge & Tenant Improvements, Lake Forest, CA*

*Azusa Public Works Depot  
Azusa, CA*

*Medtronic Parking Lot and Site Improvements  
Irvine, CA*

*The Aerospace Corporation A6 Core Expansion  
El Segundo, CA*

*Kaiser Carson Parking Lot Improvements  
Carson, CA*

*LA County, Los Robles and Carolyn Rosas Splash Pads  
Los Robles, CA*

*Country Altadena Sheriff's Parking Expansion  
Altadena, CA*

*City of Burbank, Civic Center Northeast Library Drainage Relief, Burbank, CA*

*City of Beverly Hills, Public Works Maintenance Warehouse  
Beverly Hills, CA*

*LA County, Arcadia Mental Health Center, Bridging Documents, Arcadia, CA*

*LA County, Olive View Drive Street Intersection and Signal Modification, Sylmar, CA*

*Saddleback College, Infrastructure Upgrades & Playfield  
Mission Viejo, California*

# Civil

**BRANDOW & JOHNSTON**  
structural + civil engineers





# Wilson Hernandez, P.E.

Project Manager

**Mr. Hernandez** has over **5 years** of experience in Civil Engineering design and CAD production. He has worked on a variety of residential, **educational facilities**, office commercial, housing and mixed-use developments, and public works projects. In addition, his continual interface with various jurisdictional agencies provide for an expeditious plan review and approval process. Mr. Hernandez is adept in AutoDesk Civil 3-D and Revit CAD Software.

**Education: Representative Projects:**

California State University Polytechnic University, Pomona  
BSCCE

Sherman Oaks Center For Enriched Studies, Comprehensive Modernization Site, Los Angeles Unified School District, Tarzana, CA

**Registration:**

Civil Engineer, California No. C 88113

156th Street Elementary School Portable Replacement Project, Los Angeles Unified School District, Gardena, CA

**Experience:**

Brandow & Johnston 2016-Present

Wright Middle School Flexible Learning Science Lab, Los Angeles Unified School District, Los Angeles, CA

C.W. Howe Partners 2013-2016

Williams Elementary School Portable Classroom Addition Project, Garvey Unified School District, Rosemead, CA

**Associations:**

ASCE\_American Society of Civil Engineers

Stephens Middle School Modernization, Long Beach Unified School District, Long Beach, CA

Webster Elementary School Modernization, Long Beach Unified School District, Long Beach, CA

Garfield Elementary School Modernization, Long Beach Unified School District, Long Beach, CA

John Muir Elementary School Modernization Long Beach Unified School District, Long Beach, CA

Civil

**BRANDOW & JOHNSTON**  
structural + civil engineers



# Kitchen Professionals

*Defining Commercial Kitchens*

16742 Gothard Street, Suite 103  
Huntington Beach, CA 92647  
Tel: (714) 841-0531  
Fax: (714) 841-9986  
[www.thekitchenpros.com](http://www.thekitchenpros.com)

June 20, 2019

## KEY PERSONNEL

*MICHAEL BALDWIN*-Principal, Design Director, Project Manager

- Over 45 years of food service experience
- 25 Years of food service design experience
- 25 Years of food service project management experience
- 15 years as design principal
- Recognized industry leader in innovative design solutions
- CFSP, HACCP, ServSafe Certified
- A.A. El Camino College, Torrance, CA
- Founding Principal of Kitchen Professionals

*JEREMY LINANE*- Designer, Project Manager

- 14 Years of food service design experience
- 10 Years food service project management experience
- CFSP, HACCP, ServSafe Certified
- A.A. ITT Technical Institute, Anaheim, CA

*CAMERON HARVEY*-CAD Supervisor, Project Manager

- 10 Years of food service design experience
- 6 Years of food service project management experience
- A.A. Goldenwest College, Huntington Beach, CA

## RELEVANT EXPERIENCE

*DONALD DUNGAN LIBRARY PARK*

Costa Mesa, CA  
New Food Service Facilities

*WISEBURN HIGH SCHOOL*

Redondo Beach, CA  
New Food Service Facilities

*ST FINBAR*

Burbank, CA  
New Kitchen

*ST RITA*

Sierra Madre, CA  
New Kitchen

## **BMLA TEAM, KEY PERSONNEL, RESUMES**

### ***JEFF TROJANOWSKI, RLA, ALSA, ISA, Senior Project Manager***

Registered Landscape Architect #5785, California

Certified Arborist WE-9665A, International Society of Arboriculture

Bachelor of Science in Landscape Architecture, 2002, Cal Poly Pomona

Jeff Trojanowski brings significant knowledge and insight to projects, as a Certified Arborist and Registered Landscape Architect. With his vast experience and knowledge, Jeff is invaluable when involved in a project. He is an asset as a part of the design team, as well as aiding the production side. Jeff has been the Senior Project Manager on dozens of projects, overseeing teams of both BMLA staff and sub-consultants.

#### *WAGON WHEEL JUNCTION | OXNARD, CA*

This is a five-story wrap apartment complex in "The Village" Specific Plan in Oxnard, CA, built by Oakwood Development. It was Jeff's responsibility to spearhead the coordination effort, creating a cohesive design within the limitations of a demanding small project site where everyone is competing for space. He managed the Construction Documentation phase creating a final design that is to the utmost standard of BMLA.

#### *TERRAMOR | COUNTY OF RIVERSIDE, CA*

Jeff served as Project Manager on this master planned development with 7 housing tracts totaling 598 single family lots and two parks, built by Foremost Companies in the Temescal Valley corridor. The project included coordinating with the Civil Engineers, Lighting and Sign consultants to create an inviting "natural" landscape intermingled within a master planned development of this size. He also designed the project's 5-acre park, which serves as a detention basin.

#### *ALMA HOFFMAN PARK | CITY OF MONTCLAIR*

Jeff was the project manager for this 3.5-acre park renovation. The design included a complete overhaul of the irrigation system, converting the domestic water system to a reclaimed water system. Additions were made to enhance community experience at the park including a splash pad and parking lot.

#### *HUNTINGTON BEACH UNIFIED SCHOOL DISTRICT | CITY OF HUNTINGTON BEACH*

The district received a grant to renovate the sports fields at a number of their elementary and middle schools. Jeff led the project which included overseeing a team of Civil Engineers, Architects, and District Maintenance staff. The multi-site project included an upgrade to the irrigation systems and the addition of running tracks along the perimeter of the fields to promote running at schools.

***IVAN VELAZQUEZ, ASLA, Landscape Designer***

Registered Landscape Contractor C-27 #1031154, California

Bachelor of Science Landscape Architecture | Minor Landscape Irrigation Design

California State Polytechnic University, Pomona, California, 2016

Ivan Velazquez has been in the green landscape industry for over 15 years. Ivan is a newly hired project manager at BMLA. Currently, he is responsible for the preparation of budgets, oversees coordination with project consultants, produces conceptual rendition deliverables, as well as the development of construction documents. Ivan's management skills and design contributions enables him to be able to work within a variety of different contexts/scenarios: including parks, LMD's, HOA's, medians, retrofit projects, demonstration gardens, interpretative signage, desert landscapes, and multi-purpose landscapes.

*LA VENTANA | MENIFEE, CA*

La Ventana project includes a regional park, regional multi-purpose trails, HOA pocket parks, primary and secondary monument signs, slopes, LMD streetscapes, walls and fencing, bio-retention basins, and typical front yard landscaping. Other services comprised in this project involved cost estimation, Eastern Municipal Water District Recycled Water submittals, conceptual plan and exhibit preparation for Riverside County and Valley Wide approval.

*PARADISE KNOLLS | JURUPA VALLEY, CA*

BMLA is working with Allard Engineering on this housing project in the City of Jurupa Valley, its primary objective is to convert an existing golf course into a neighborhood that will include walking trails, amenities, and streetscapes; a site that is located within a 200 feet limit boundary of a MSHCP zone. Paradise Knolls will include a variety of California Native species, which will enhance the project aesthetically and simultaneously provide water savings based on low water requirements. Final design deliverables will incorporate low gabion walls, aging steel signage, drought tolerant grasses, flowering shrubs, and accent trees to create a ranch style appeal. Paradise Knolls will not include any turf areas, instead it will have decomposed granite and cobble textures mixed with groupings of evergreen groundcovers interwoven with meandering walks.

*SAN BERNARDINO FLOOD CONTROL EASEMENT | APPLE VALLEY, CA*

BMLA is assisting a home developer with a budget sensitive access easement property, a project site adjacent to the Mojave River; its overall design intent is to use sporadic groupings of accent desert native species, which will naturally thrive in the high desert. Strategically placed desert shrub groupings along with multiple low branching flowering trees will accentuate extensive gravel areas and existing walkways. Once native plants are established all newly proposed landscape areas for this project will require little to no maintenance. Primary access will be controlled by a gate that will prevent unauthorized motored vehicles from entering the site.  
Proposal for City of Costa Mesa Homeless Shelter Design Services



**ASSOCIATES INC.**

Consultants in Construction Estimating, Claims and Management

## **RAYMOND J. MURPHY**

President, ECM Associates, Inc.  
Chief Estimator

### **PROFESSIONAL BACKGROUND**

1991 – Present

Formed and created ECM Associates, Inc. to provide preconstruction services for architects, engineers, municipalities, states and counties.

ECM primarily works in California, Nevada and Arizona

In the past 21 years, ECM has consulted on projects in size from \$100,000 to \$100,000,000, including conceptual to construction drawings. (A partial list of projects is attached.)

1985 – 1991 Lee Saylor, Inc.

Chief Estimator and Chief Operating Officer. LSI is a premier construction consulting firm that specializes in preconstruction estimating, litigation support for construction defects and delay claims.

1982 – 1985 DSP Construction

Chief Estimator for DSP Construction, Denver, Colorado

1970 – 1982 Sletten Construction Co.

Chief Estimator. 100% hard bid construction, heavy and highway, large commercial, water and waste water. Volume – \$350,000,000.

1965 – 1970 Sletten Construction Co.

Estimator – Commercial Division

### **EDUCATION**

1960 – 1965 Montana State University  
B.A. Architecture

1956 – 1960 Great Falls High School

### **REFERENCES**

Michael Crowe, JMA Architectural Studios, Las Vegas, Nevada  
Russell Watson, Sprotte-Watson Architecture and Planning, Vista, California  
Shelly DiLauro, Robert Borders & Associates, Costa Mesa, California

**David Byun, CSI, CCS, CCCA, LEED AP, Associate AIA, EIT**  
**Byun Partners**  
**1205 Hazel PI**  
**Costa Mesa, CA 92626**  
**(310) 800-0353**



**Career: Over 20 years of spec writing experience in State of California.**

**Highlight of Project List by Sector:**

(Complete list on website: <http://www.byunpartners.com/documents/Projects.htm> )

**Healthcare:**

Cancer Center of Santa Barbara Treatment Room - Linear Accelerator.  
Casa Dorinda PCU - Santa Barbara.  
Cottage Health System Fletcher - Santa Barbara.  
Cottage Health System X-Ray Room 7A Siemens Equipment Mods - Santa Barbara  
Cottage Health System EP Lab Replacement - Santa Barbara  
Cottage Health system Montecito.  
Visiting Nurses & Hospice Care - Santa Barbara.  
USC Seaver Lab Remodel.  
UCI Medical Center LDR Second and Third Floor Remodel.  
Tahoe Forest – Skills Nursing Center.

**Education:**

State Center Community College District - Reedley Modernization.  
SCCCD - Reedley Gym Complex.  
SCCCD - Reedley Agriculture Canopy.  
SCCCD - Reedley Modernization Interim Housing.  
SCCCD - Reedley Fountain.  
SCCCD - Reedley Classroom Relocatables.  
TUSD - TMS Modernization.  
LMUSD AGHS - New Construction.  
LMUSD AGHS - Agriculture Science Building.  
LMUSD AGHS - Idea Facility Modernization  
LMUSD AGHS - Automotive Technology Modernization.  
Guadalupe SD - Buren  
Guadalupe USD - McKenzie.  
SMBSD Arellanes Concrete Project.  
SMBSD Acquistapace Elementary School.  
SMBSD ASES Relocatables.  
SMBSD Preschools Adams, Battles & Bruce.  
SMBSD Relocatables.  
Allan Hancock College - Science Complex.  
THS PE Complex Restrooms.  
SBCC Gym Mezzanine.  
UCSB Psychology Building.

UCLA Law School Remodel.  
LACCD Nano Technology Specification.  
YMCA on School Grounds.  
Assembly Hall/Emergency Response Center.

**Performing Arts:**

Music Academy of the West - Recital Hall, Phase 1 and 2.  
WM. S. Hart SD - GLD Vly/W Ranch Performing Arts.  
Santa Barbara Center for Performing Arts - Granada Theater.

**In-House Spec Writing Experience:**

Phillips Metsch Sweeney & Moore (PMSM) Architects  
Perkins + Will  
Daniel, Mann, Johnson, & Mendenhall (DMJM/AECOM)

**Independent Spec Writing Experience:**

(Complete list on website: <http://www.byunpartners.com/documents/Clients.htm> )

PMSM  
DMJM/AECOM  
BCA  
HPI  
CA architects

**Education:**

Illinois Institute of Technology (IIT)  
Chicago, Illinois  
Major: Electrical Engineering Degree: B.S.E.E. Graduated May 1987

**Certification:**

CSI Certified Construction Specifier (CCS).  
CSI Certified Construction Contract Administrator (CCCA).  
LEED AP.  
Microsoft Certified Professional (MCP).

**Membership:**

CSI, Los Angeles Chapter.  
AIA, Los Angeles Chapter.

## SECTION F: Completed Forms

On the following pages are the completed forms.



**VENDOR APPLICATION FORM  
FOR  
REQUEST FOR PROPOSALS  
FOR COSTA MESA HOMELESS SHELTER DESIGN SERVICES**

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: Robert Borders & Assoc., A Calif. Corp.

Contact Person for Agreement: Shelly DiLauro

Corporate Mailing Address: 1675 Scenic Ave., Suite 210

City, State and Zip Code: Costa Mesa, CA 92626

E-Mail Address: shelly\_dilauro@bordersarchitects.com

Phone: 949-851-1317 Fax: N/A

Contact Person for Proposals: Shelly DiLauro

Title: Principal E-Mail Address: shelly\_dilauro@bordersarchitects.com

Business Telephone: 949-851-1317 Business Fax: N/A

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION  LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL  SOLE PROPRIETORSHIP

PARTNERSHIP  UNINCORPORATED ASSOCIATION

v

Robert Borders & Associates  
[Consultant's name]

**Names & Titles of Corporate Board Members**

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

Names	Title	Phone
<u>Shelly DiLauro</u>	<u>Principal</u>	<u>949-851-1317</u>
<u>Loren Della Marna</u>	<u>Principal/Architect</u>	<u>949-851-1317</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: 95-3256429

City of Costa Mesa Business License Number: 50538

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

City of Costa Mesa Business License Expiration Date: September 30, 2019

### **DISCLOSURE OF GOVERNMENT POSITIONS**

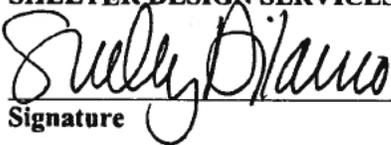
Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

**EX PARTE COMMUNICATIONS CERTIFICATION**

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **REQUEST FOR PROPOSALS FOR COSTA MESA HOMELESS SHELTER DESIGN SERVICES** at any time after **May 1, 2019**.

  
Signature

Date: 6.24.19

Shelly DiLauro  
Print

**OR**

I certify that Proposer or Proposer's representatives have communicated after **May 1, 2019** with a City Councilmember concerning **REQUEST FOR PROPOSALS FOR COSTA MESA HOMELESS SHELTER DESIGN SERVICES**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

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

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

## COMPANY PROFILE & REFERENCES

### Company Profile

Company Legal Name: Robert Borders & Associates, A Calif. Corp

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: N/A - not a contractor

### Business Address:

1675 Scenic Ave., Suite 210

Costa Mesa, CA 92626

Website Address: Bordersarchitects.co

Telephone Number: 949-851-1317 Facsimile Number: N/A

Email Address: info@bordersarchitects.com

Length of time the firm has been in business: 52 Years Length of time at current location: 2 yrs., 6 mos.

Is your firm a sole proprietorship doing business under a different name: Yes  No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated:  Yes  No If yes, State of Incorporation: California

Federal Taxpayer ID Number: 95-3256429

Regular business hours: M-Th 8:30 - 5:30, F 8:30 - 4:30

Regular holidays and hours when business is closed: \_\_\_\_\_

Contact person in reference to this solicitation: Shelly Dilauro

Telephone Number: 949-851-1317 Facsimile Number: N/A

Email Address: shelly\_dilauro@bordersarchitects.com

Contact person for accounts payable: Jennifer Gremling

Telephone Number: 949-851-1317 Facsimile Number: N/A

Email Address: jennifer\_gremling@bordersarchitects.com

Name of Project Manager: Loren DellaMarna

Telephone Number: 949-851-1317 Facsimile Number: N/A

Email Address: loren\_dellamarna@bordersarchitects.com

x

Robert Borders & Associates  
[Consultant's name]

**COMPANY PROFILE & REFERENCES**

**(Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Anaheim Telephone Number: 714-765-5066

Contact Name: Carlos Castellanos Contract Amount: \$160,000.00

Email: ccastellanos@anaheim.net

Address: 200 S. Anaheim Blvd. Suite 276 Anaheim, CA 92805

Brief Contract Description: La Mesa Shelter, A&E Fees

Company Name: Illumination Foundation Telephone Number: 949-273-0555 ext. 251

Contact Name: John Kim Contract Amount: Zero, Shelter Operator

Address: 1091 N. Batavia St. Orange, CA 92867

Email: jkim@ifhomeless.org

Brief Contract Description: Worked closely w/John for Shelter Design

Company Name: City of Ontario Telephone Number: 909-395-2185

Contact Name: David Simpson Contract Amount: \$95,000.00

Email: dsimpson@ontarioca.gov

Address: 303 East B Street, Ontario, CA 91764

Brief Contract Description: Public Works/Central Services office TI

Company Name: City of Anaheim Telephone Number: 714-765-6879

Contact Name: Teresa Cole Contract Amount: \$141,998.00

Address: 955 S. Melrose, Anaheim, CA 92805

Email: tcole@anaheim.net

Brief Contract Description: Comm. Dev./Housing Office TI & Public Counter

Company Name: City of Cypress Telephone Number: 714-229-6729

Contact Name: Nick Mangkalakiri Contract Amount: \$456,515.00

Email: nmangkal@cypress.org

Address: 5275 Orange Ave., Cypress, CA 92630

Brief Contract Description: Cypress Police Department Remodel



**NOTICE OF INTENT TO SUBMIT PROPOSAL  
RFP FOR COSTA MESA HOMELESS SHELTER DESIGN SERVICES**

Please submit this form no later than the date established in the Request for Proposal (RFP) Tentative Schedule of Events. This notice will assist the City of Costa Mesa staff in its planning efforts. Submission of this notice is not a prerequisite for submitting a proposal, nor does it obligate the organization to submit a proposal.

Please return this form via email to [lisa.nixon@costamesaca.gov](mailto:lisa.nixon@costamesaca.gov) to the attention of the Buyer listed in the solicitation.

Thank you in advance for your interest and cooperation.

Company Name: Robert Borders & Associates  
Contact Person: Shelly DiLauro  
Phone Number: 949-851-1317  
Email: [shelly\\_dilauro@bordersarchitects.com](mailto:shelly_dilauro@bordersarchitects.com)  
FAX:

If you will **not** submit a proposal in response to this solicitation, please check one of the following or describe in the line listed as other:

- Not in area of expertise
- Time frame too short
- Unable to meet bonds/insurance requirements
- Lack capacity at this time.
- Other (Please describe)

---

---

Name Shelly DiLauro

Signature



Title Principal

Date

6.19.19

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

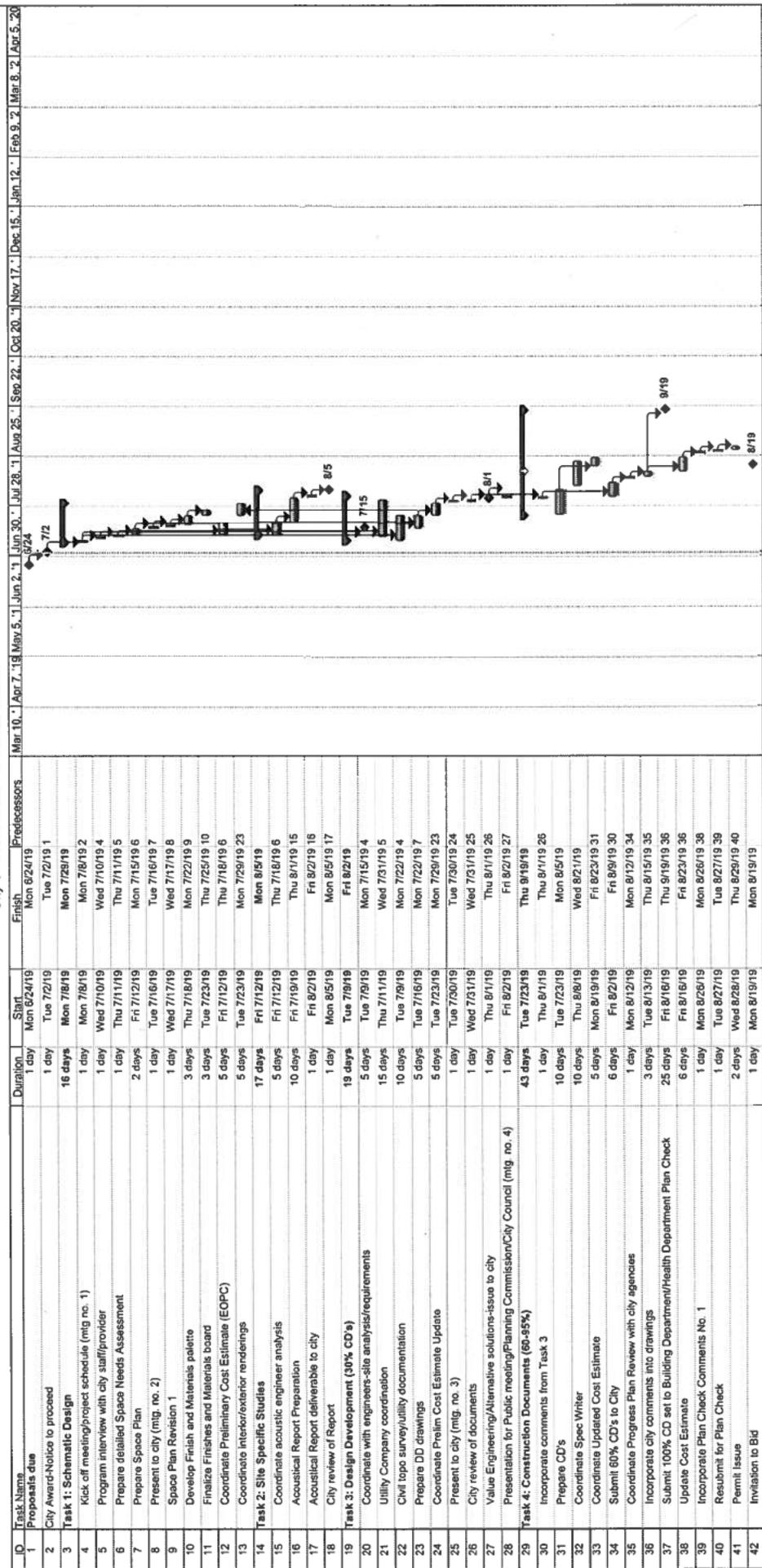
City of Costa Mesa - Homeless Shelter Project  
 Fee Schedule Breakdown by Task

Legend		Team	EN	Litton	BMA	Landscap							
		RBA	Architect	Thomas C.	Landscap	Rendering							
		LEA	M/E/P	BJ	structural								
		BP	Specs	BJ	Civil								
		ECM	Cost Est	Accountants GPO	Acoustical Eng								
Task No.	Task Descriptions	Resource	LEA (MEP)	Acoustic	BJ (S)	BJ (civil)	KPI	BMA	Thomas	ECM	BP	Task Total	%/Fee
1	Schematic Design Phase	RBA											
	a. Meeting No. 1 - Project kick off meeting	\$ 1,000	\$ 5,175	\$ -	\$ 2,185	\$ 4,600	\$ 7,360	\$ 5,147	\$ 4,140	\$ 5,060	\$ -	\$ 33,667	
	b. Field investigation/documents & code review	\$ 3,880										\$ 3,880	
	c. Meeting No. 2 - program & int dsign w/ City and Svc Provider	\$ 990										\$ 990	
	d. Prepare space program document	\$ 795										\$ 795	
	e. Prepare space plan SP-1	\$ 930										\$ 930	
	f. Develop color and finish materials options and 2 revisions	\$ 3,075										\$ 3,075	
	g. Meeting No. 3 - review space plan SP-1 & finishes/materials	\$ 640										\$ 640	
	h. Space plan revisions, SP-2 and finish selections	\$ 1,045										\$ 1,045	
	i. Meeting No. 4 - review SP-2 & finishes/materials	\$ 640										\$ 640	
	j. Space plan revisions, SP-3, create elevations	\$ 1,180										\$ 1,180	
	k. Meeting No. 5 - review Sp-3, elev, sect & finishes/materials	\$ 910										\$ 910	
	l. Coordinate cost estimate	\$ 300										\$ 300	
	m. Create finish & material board	\$ 1,130										\$ 1,130	
	n. Coordinate interior and exterior rendering	\$ 1,280										\$ 1,280	
	o. Write & coord meeting minutes	\$ 1,050										\$ 1,050	
	<b>Total Task No. 1</b>	<b>\$ 18,845</b>	<b>\$ 5,175</b>	<b>\$ -</b>	<b>\$ 2,185</b>	<b>\$ 4,600</b>	<b>\$ 7,360</b>	<b>\$ 5,147</b>	<b>\$ 4,140</b>	<b>\$ 5,060</b>	<b>\$ -</b>	<b>\$ 52,512.00</b>	<b>16.01%</b>
2	Site Specific Fees and Studies												
	a. Coordinate site studies for entitlement & Utility Coord	\$ 1,870	\$ 7,475	\$ 6,670	\$ 1,150	\$ 7,300						\$ 24,465	
	<b>Total Task No. 2</b>	<b>\$ 1,870</b>	<b>\$ 7,475</b>	<b>\$ 6,670</b>	<b>\$ 1,150</b>	<b>\$ 7,300</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,465.00</b>	<b>7.46%</b>
3	Design Development Phase												
	a. Site plan	\$ 990										\$ 990	
	b. Floor Plan, enlarged RR plan	\$ 980										\$ 980	
	c. RCP	\$ 980										\$ 980	
	d. Elevations, sections	\$ 2,170										\$ 2,170	
	e. Millwork	\$ 1,420										\$ 1,420	
	f. Meeting No. 1 - City Staff/Operator review of all documents	\$ 940										\$ 940	
	g. Value engineering research & document	\$ -										\$ -	
	h. Value engineer plans & Design	\$ -										\$ -	
	i. Meeting No. 2 - Value Engineer scope	\$ -										\$ -	
	j. Coordinate Prelim Cost Estimate	\$ 600										\$ 600	
	k. Entitlement Applications and Documents	\$ 825										\$ 825	
	l. Meeting No. 3 - Planning Commission/City Council	\$ 1,055										\$ 1,055	
	m. Write & coord meeting minutes	\$ 1,050										\$ 1,050	
	<b>Total Task No. 3</b>	<b>\$ 11,010</b>	<b>\$ 12,938</b>	<b>\$ -</b>	<b>\$ 4,370</b>	<b>\$ 6,325</b>	<b>\$ 6,555</b>	<b>\$ 6,527</b>	<b>\$ -</b>	<b>\$ 8,510</b>	<b>\$ -</b>	<b>\$ 56,235.00</b>	<b>17.15%</b>
4	Construction Documents												
	a. Prepare 60% CD's/ issue to city	\$ 10,887	\$ 21,563	\$ -	\$ 10,350	\$ 10,925	\$ 9,775	\$ 4,342	\$ -	\$ 3,450	\$ 10,925	\$ 71,130	
	b. Meeting No. 1 - To review city comments - 60%	\$ 940										\$ 940	
	c. Coordinate spec writer	\$ 600										\$ 600	
	d. Prepare 95% CD's-Incorporate comments	\$ 7,258										\$ 7,258	
	e. Coordinate Cost Estimator for 95% submittal	\$ 300										\$ 300	
	f. City Review Submittal-95%	\$ 1,190										\$ 1,190	
	g. Meeting No. 2 - to review City comments - 95%	\$ 940										\$ 940	
	h. Building Dept submittal- prelim & fina	\$ 1,540										\$ 1,540	
	i. Respond to PC Comments prelim & final	\$ 1,190										\$ 1,190	
	j. Health Dept submittal	\$ 1,375										\$ 1,375	
	k. Respond to HD comments	\$ 570										\$ 570	
	l. Respond to RD and HD	\$ 840										\$ 840	
	m. Write & coord meeting minutes	\$ 1,050										\$ 1,050	
	n.	\$ -										\$ -	
	<b>Total Task No. 4</b>	<b>\$ 28,680</b>	<b>\$ 21,563</b>	<b>\$ -</b>	<b>\$ 10,350</b>	<b>\$ 10,925</b>	<b>\$ 9,775</b>	<b>\$ 4,342</b>	<b>\$ -</b>	<b>\$ 3,450</b>	<b>\$ 10,925</b>	<b>\$ 100,010.00</b>	<b>30.49%</b>
5	Contractor Selection												
	a. Bid Assistance	\$ 650	\$ 2,305	\$ -	\$ 575	\$ 575	\$ 920					\$ 4,170	
	b. Pre bid doc prep	\$ 770										\$ 770	
	c. Issue CD's for bid	\$ 570										\$ 570	
	d. Rf's	\$ 1,155										\$ 1,155	
	e. Directives	\$ 1,425										\$ 1,425	
	f. Pre Bid Conference	\$ 740										\$ 740	
	g. Bid Evaluation	\$ 1,270										\$ 1,270	
	h. B.D Recommendation	\$ 300										\$ 300	
	i. Value engineering in bid process	\$ -										\$ -	
	<b>Total Task No. 5</b>	<b>\$ 6,880</b>	<b>\$ 2,305</b>	<b>\$ -</b>	<b>\$ 575</b>	<b>\$ 575</b>	<b>\$ 920</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,250.00</b>	<b>3.43%</b>
6	Construction Contract Administration												
	a. Pre-construction conference	\$ 400	\$ 5,175	\$ -	\$ 3,220	\$ 4,025	\$ 6,900	\$ 1,725	\$ -	\$ -	\$ -	\$ 21,945	
	b. Attend Construction Meetings (20) & meeting minutes	\$ 12,000										\$ 12,000	
	c. Rf's	\$ 2,700										\$ 2,700	
	d. Change orders, payment apps, etc.	\$ 875										\$ 875	
	e. Shop/Submital Review	\$ 3,675										\$ 3,675	
	f. Directives	\$ 1,425										\$ 1,425	
	g. Punch walk/Punch list	\$ 1,880										\$ 1,880	
	h. Proj Acceptance	\$ 350										\$ 350	
	i. Preparation of Record Documents	\$ 705										\$ 705	
	j. Proj Schedule update	\$ 525										\$ 525	
	<b>Total Task No. 6</b>	<b>\$ 24,885</b>	<b>\$ 5,175</b>	<b>\$ -</b>	<b>\$ 3,220</b>	<b>\$ 4,025</b>	<b>\$ 6,900</b>	<b>\$ 1,725</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 45,930.00</b>	<b>14.00%</b>
7	Value Engineering												
	a. Exterior Building aesthetics & structural detailing	\$ 10,000										\$ 10,000	
	b. Haz, Mat'l, unstable soil, & unmarked utility mitigation	\$ 10,000										\$ 10,000	
	c. Diaphragm structural retrofits to meet current codes (BJ)	\$ 11,500										\$ 11,500	
	d. Value Engineering of drawings (RBA)	\$ 6,090										\$ 6,090	
	<b>Total Task No. 7</b>	<b>\$ 37,590</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 37,590.00</b>	<b>11.46%</b>						
	<b>Item/Discipline Totals</b>	<b>\$ 92,170</b>	<b>\$ 37,590</b>	<b>\$ 34,626</b>	<b>\$ 6,670</b>	<b>\$ 21,850</b>	<b>\$ 33,750</b>	<b>\$ 31,510</b>	<b>\$ 17,741</b>	<b>\$ 4,140</b>	<b>\$ 17,020</b>	<b>\$ 10,925</b>	
	<b>Total Consultant Fee (m/u)</b>	<b>\$ 92,170</b>	<b>\$ 37,590</b>	<b>\$ 34,626</b>	<b>\$ 6,670</b>	<b>\$ 21,850</b>	<b>\$ 33,750</b>	<b>\$ 31,510</b>	<b>\$ 17,741</b>	<b>\$ 4,140</b>	<b>\$ 17,020</b>	<b>\$ 10,925</b>	
	<b>Project Design Fee Total</b>											<b>\$127,992.00</b>	<b>100.0%</b>
	Estimated Reimbursable Expenses											\$ 8,000.00	
	<b>TOTAL PROJECT FEE</b>											<b>\$135,992.00</b>	

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

City of Costa Mesa Homeless Shelter

Robert Borders & Associates



Project: Prelim Schedule 1A  
 Date: Tue 7/2/19

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

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



**BLANKET ADDITIONAL INSURED  
AND  
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

<b><u>TABLE OF CONTENTS</u></b>
<b><u>I. Blanket Additional Insured Provisions</u></b>
<b><u>A. Additional Insured – Blanket Vendors</u></b>
<b><u>B. Miscellaneous Additional Insureds</u></b>
<b><u>C. Additional Provisions Pertinent to Additional Insured Coverage</u></b>
<b><u>1. Primary – Noncontributory provision</u></b>
<b><u>2. Definition of "written contract."</u></b>
<b><u>II. Liability Extension Coverages</u></b>
<b><u>A. Bodily Injury – Expanded Definition</u></b>
<b><u>B. Broad Knowledge of Occurrence</u></b>
<b><u>C. Estates, Legal Representatives and Spouses</u></b>
<b><u>D. Legal Liability – Damage to Premises</u></b>
<b><u>E. Personal and Advertising Injury – Discrimination or Humiliation</u></b>
<b><u>F. Personal and Advertising Injury – Broadened Eviction</u></b>
<b><u>G. Waiver of Subrogation - Blanket</u></b>

**I. BLANKET ADDITIONAL INSURED PROVISIONS**

**A. ADDITIONAL INSURED – BLANKET VENDORS**

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;



- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Subparagraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
  4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

**B. MISCELLANEOUS ADDITIONAL INSUREDS**

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract":
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
  - a. A higher limit of insurance than required by such "written contract";
  - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
  - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

**a. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**b. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

**c. Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance; or



- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
  - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
  - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:

- (1) The "bodily injury" or "property damage"; or
  - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

## **II. LIABILITY EXTENSION COVERAGES**

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### **A. Bodily Injury – Expanded Definition**

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

### **B. Broad Knowledge of Occurrence**

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### **C. Estates, Legal Representatives and Spouses**

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

### **D. Legal Liability – Damage To Premises**

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

#### **k. Damage To Property**

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of



such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

**E. Personal and Advertising Injury – Discrimination or Humiliation**

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

**h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:
  - (a) The insured; or

- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
  - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:
- (15) **Discrimination Relating to Room, Dwelling or Premises**  
Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
  - (16) **Employment Related Discrimination**  
Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
  - (17) **Fines or Penalties**  
Fines or penalties levied or imposed by a governmental entity because of discrimination.
3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**F. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**G. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 4 24428751

Policy Effective Date: 01/22/2019

Policy Page: 11 of 14

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

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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.