

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 6th day of November, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and IDS GROUP, INC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide design services in connection with the City Hall Electric Vehicle Charging Station Project, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's total compensation shall not exceed Twenty-Six Thousand Five Hundred Fifty Dollars (\$26,550.00).

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 compliance with the proposed project schedule set forth in Exhibit B ("Project Schedule"). The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on November 5, 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.

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:

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

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5222
Attn: Bobby Fouladi

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

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the 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. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. 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.

6.22. 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.

6.23. 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.

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

6.25. 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.

6.26. 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.

6.27. 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.

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

[Signatures appear on following page.]

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

CONSULTANT



Signature
Rob O'Neil, Principal

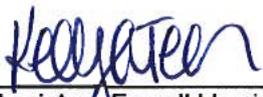
[Name and Title]

Date: 11/6/2019



Social Security or Taxpayer ID Number

CITY OF COSTA MESA



~~Lori Ann Farrell Harrison~~ *Kelly Telford*
City Manager *Purchasing officer*

Date: 11/14/19

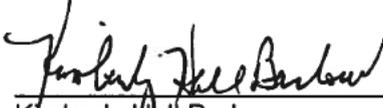
ATTEST:



Brenda Green
City Clerk



APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 12/2/19

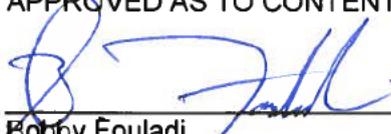
APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 11/15/19

APPROVED AS TO CONTENT:



Bobby Fouladi
Project Manager

Date: 11/21/19

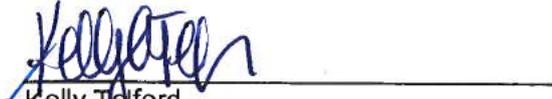
DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 11-21-19

APPROVED AS TO PURCHASING:



Kelly Telford
Finance Director

Date: 11/14/19

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200
FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

September 17, 2019

SUBJECT: REQUEST FOR PROPOSALS (RFP) TO PROVIDE PROFESSIONAL CONSTRUCTION DESIGN SERVICES FOR THE CITY HALL ELECTRIC VEHICLE (EV) CHARGING STATION PROJECT

I. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified design firms for the design of the installation of four (4)-dual-port "Level II" type EV charging stations and one (1)- DC fast charge "Level III" type EV charging station at The City of Costa Mesa City Hall at 77 Fair Drive, Costa Mesa, California. The EV charging stations shall be accessible to the public 24 hours a day, 7 days per week and be identified in project plans and specifications as "ChargePoint" stations or approved equal.

A. General Goals:

The City of Costa Mesa is seeking a consultant with a strong background in electric vehicle charging station design that has successfully completed similar projects. The selected consultant will be responsible for the completion of the final design of the project, the processing of permits from utility companies and the City's Building Division, and support during the construction phase. The final set of construction documents must recognize and properly design improvements so that the charging stations can be constructed by September 2020.

B. Minimum Consultant Qualifications:

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

II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 10 pages (excluding front and back covers, section dividers, and resumes) and to include the following:

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which the City should be made aware. The project approach shall contain clarifications or additional scope of work necessary for the successful completion of the project.

- B. A project team organization chart, identifying those who will perform the work, and a brief resume of each team member (including a list of similar type projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main consultant.
- C. A list of similar projects that your firm has completed within the last five years. Information should include: project description, agency or client name, along with the person to contact and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, timeframes, and ability to perform the required services in a timely manner.
- E. Fee proposal in a separately sealed envelope containing the following:
 - 1. Cover letter stating the total lump sum fee.
 - 2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall list individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.
 - 3. Include an allowance of **\$5,000** in the fee schedule. This allowance shall be used only as directed in writing by the City's PM.

Please submit three copies of the project proposal and three copies of the fee proposal to Bobby Fouladi, Associate Engineer, 77 Fair Drive, Costa Mesa, CA, 92628, by 4:00 p.m. on October 3, 2019.

III. CONSULTANT SELECTION COMMITTEE

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

- A. Produce a well-engineered set of plans, specifications and estimates (PS&E) that will result in a minimum number of construction contract change orders.
- B. Produce an innovative and detailed set of construction documents, which reflect field conditions, including drainage and utility locations.
- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.
- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.

IV. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Proposal Selection Committee has evaluated all of

the Consultants' proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "lump sum" fee submitted in the fee proposal.

V. PROFESSIONAL SERVICES AGREEMENT

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

VI. INSURANCE REQUIREMENTS

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

VII. SCOPE OF CONSULTANT SERVICES

A. Project Analysis and Review

Analyze the project, perform field review and investigations, evaluate existing conditions, research existing plans and records, and meet with City staff to define the detailed project scope and objectives. Meet periodically with City staff during the progress of the project for appropriate guidance and coordination (minimum two 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.

Identify all project costs including but not limited to current and ongoing research, planning, design, implementation, management, and maintenance for the project.

B. Approvals

Proposals shall include obtaining approvals from the appropriate utility companies and city departments including:

- Southern California Edison (SCE)- Coordination with SCE includes:
 - Assessment of existing meter, SCE service to meter, and load
 - Capacity calculations
 - Design of new electrical infrastructure to serve (5)-proposed EV Charging Stations.
 - Southern California Edison approvals for engineered electrical plans and meter location/utilization.
- City of Costa Mesa Building and Planning Departments- Coordination with Building and Planning departments will include approved plans that include details for the following:
 - Location of existing electrical room and related electrical facilities with reference to electrical plans.
 - Locations of the proposed EV charging stations.
 - Provisions for powering the proposed EV charging stations. Showing any trenching boring and routes for energizing the proposed EV charging stations.

- o Modification of the existing parking lot including removal limits of existing AC Parking Lot, Concrete Curb, Landscaping, Trees, etc.
- o Layout and design elevations for new parking lot curb, concrete walkway, and concrete pads for EV charging stations, AC parking lot, and parking lot stall layout to accommodate the proposed EV charging stations.
- o Modified parking lot design should meet ADA accessibility requirements.
- o EV Charging stations shall meet current Society of Automotive Engineers J1772 standards.

The consultant shall obtain approval in writing from Southern California Edison (SCE) for any necessary utility work and clearance. The consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures." The consultant shall submit all utility correspondences to the City.

C. Design Survey

The consultant shall plot the design survey specific to design improvements at a horizontal scale of 1" = 20', and detailed design surveys at a horizontal scale of 1" = 10'; reference all design elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on the drawings and reference horizontal dimensions to known and existing structures in the parking lot;

The consultant shall provide the following minimum survey information:

1. Perform a topographic survey and prepare a 1" = 20' scale base map.
2. The base map shall identify all existing entities and features in the vicinity of new design improvements with details and grades that are pertinent to the design and construction of the new design improvements. This includes sidewalk, parking lot curb, cross gutter, trellis posts, trellis roof, vault vents, trees, plants, grass, concrete walkways, util boxes, vault vents, power poles, storm channels, fences, bollards, and sprinkler systems.
3. Show property lines and address numbers (50% screened), including City and County boundaries.
4. Show contour lines within the limits of the work and to 100-feet (minimum) beyond the grading limits to establish existing drainage patterns.
5. Attention to detail at points of connection and construction limits are essential.

Deliverables

1. Progress prints and final plan, stamped by a licensed surveyor.
2. CD containing all pertinent electronic files (ACAD files including cross references and fonts, survey data, etc.)

D. Electrical Engineering Services

The design of the new electric vehicle charging stations will require the services of a licensed electrical engineer who must coordinate the work and obtain any required permits from Southern California Edison and the City's Building Division.

E. Plans

1. The consultant shall prepare engineered construction drawings containing title sheet, general note sheet, plan sheets, and detail sheets for the project. The title sheet shall contain a vicinity map and location map for the project. Scale for plan drawings shall be: Horizontal: 1" = 20'. Scale for detail drawings shall be as follows: Horizontal: 1" = 10'; Vertical: 1" = 1'.
2. The consultant shall plot existing improvements in broken or screened lines that are shaded back and place existing elevations in parenthesis. Design improvements shall be plotted with harder thicker line-work making those details distinguishable as new improvements to be constructed.
3. The consultant shall incorporate the following minimum information on plan views: ROW, property lines, existing AC and PCC improvements, and all existing structures (sidewalk, parking lot curb, cross gutter, trellis posts, trellis roof, vault vents, trees, plants, grass, concrete walkways, pull boxes, vault vents, power poles, storm channels, fences, bollards, and sprinkler systems).

F. Specifications

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. A description for each bid item will be required.

G. Quantity and Cost Estimates

Provide complete preliminary and final construction quantity and cost estimates for each one of the proposed phases. A preliminary estimate shall be provided at 70% and 100% complete submittals and a final estimate upon final submittal. With the final submittal, color-code one set of blue lines showing one color for each item of construction with dimensions, areas, quantities, and other items for each sheet, showing total quantities for each item on the first sheet. These quantities shall match the proposed final quantities. In addition, quantity takeoff sheets shall be provided by the consultant to aid the City during construction.

H. Construction Documents

Design documents should include bid items and special provisions for those bid items to be included as part of the project specifications, estimates, and plans for construction. Plans for construction shall include site plans, engineered electrical plans, and engineered civil plans with appropriate signage and ADA accessibility details to accommodate (4)- EV parking spaces in back of City Hall, and (5)- EV parking spaces in front of City Hall. Locations of the (9)-EV parking spaces and (5)-EV Charging Stations are shown in the Exhibit "C" concept plans.

Electrical plans shall be certified and stamped by a licensed electrical engineer and Civil Plans shall be certified and stamped by a licensed civil engineer.

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

All construction drawings shall be provided to the City on large format 24x36 bond paper and digital pdf and CAD.

Prepare one Resident Engineer's file. The file must contain a minimum of the following: preliminary and final construction quantities and cost estimates and updates, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondence, geotechnical documents, survey and ROW information, and all other related correspondence. The consultant shall submit this file to the City in conjunction with the final submittal.

I. Project Document Submittal and Plan Information

1. Project Initialization and General Requirements:

- a. Develop Project Schedule and Staffing Requirements.
- b. Locate electrical POC's and initiate contact with the respective owners.
- c. Submit Monthly Progress Reports to the City.
- d. Participate in Periodic Meetings with City staff.
- e. Provide three-dimensional computer renderings of proposed improvements at 30%, 60%, 90% and 100% completion.
- f. The City will provide all required City-issued permits free of charge for the design and construction of the project.
- g. Any other permits required for the project shall be obtained by the CONSULTANT. City will pay any fees to the respective agencies.
- h. Areas disturbed during the design and construction phases of this project must be restored to pre-existing conditions according to the City's requirements.
- i. Fieldwork will be conducted Monday through Friday from 7:00 a.m. to 5:00 p.m. or as authorized by the City. The City shall be made aware of work conducted outside of normal hours prior to commencement of said work. No work will be conducted outside of normal hours without City approval.
- j. Ensure that the project is designed and engineered to provide and maintain positive drainage flow.
- k. Ensure that standing/stagnant water is avoided due to vector concerns.

2. Preliminary Engineering – 70% Complete PS&E's:

- a. Conduct all topographic and property surveys and combine with available topographic surveys to create of base maps for the project.
- b. Conduct all geotechnical investigations necessary for the construction of the project.
- c. The selected CONSULTANT shall review field conditions with respect to storm drain maps and irrigation plans provided by the City and report any configuration errors or inconsistencies to the City for clarification or correction.
- d. Prepare Base Maps, Rough Grading Plan and preliminary design of the restroom renovation, proposed landscape, hardscape, irrigation and electrical improvements, including color renderings of the proposed playground equipment and surfacing as provided by Landscape Structures.
- e. This submittal must include all the proposed improvements, construction notes and as many details as possible.

3. Preliminary Engineering – 100% Complete PS&E's:

- a. CONSULTANT shall address any comments from the City or other agencies generated from the 70% submittal.
- b. Based on the input received from the previous submittal, complete the design and prepare final PS&E's.
- c. Submit construction documents to the City of Costa Mesa Building Division and to other agencies and utility companies for review and to obtain preliminary approvals.
- d. Submit draft Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP) in compliance with local, state and federal requirements.

4. Preliminary Engineering – Final PS&E's:
 - a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
 - b. Submit final set of PS&E's (printed and electronic formats) complete with the necessary instructions and details to carry out the work in accordance with the approved construction phasing. The final set of plans shall be printed on reproducible Mylar with each sheet stamped and signed.
 - c. Submit final construction permits.
 - d. Submit final SWPPP.

5. Deliverables:

The CONSULTANT shall provide the City with the following:

 - a. For progress plan check submittals, in addition to the printed copies submitted for this phase, all plans and reports must also be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
 - b. For the final construction and environmental documents, and supporting calculations, in addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
 - c. Approved permits.

VIII. CITY RESPONSIBILITIES

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

- Preliminary Concept Plan of EV Charging Stations (EXHIBIT "C")
- CAD files of existing parking lot (to be verified by survey at project specific locations)
- City Hall Existing Electrical Room Plan
- SCE EV Rate comparison between EV Meter and City's Existing TOU meter.
- City's SCE electricity usage history

IX. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSALS

Each consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful consultant engineer of the obligations to carry out the provisions of the contract.

X. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

- B. All costs incurred in the preparation of the proposal, the submission of additional information, and/or any aspect of a proposal, prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals and documents submitted to the City of Costa Mesa become the City's property for its own use as deemed necessary.

XI. SUMMARY

Your participation is greatly appreciated by the City. It is the intent of this RFP to establish the minimum consultant services required by the City. To assist in your preparation, this RFP was categorized into sections stating the specific requirements of the City. It is the intent of the City to select a consultant and award a contract. All insurance documents must be submitted and approved prior to the award of the contract.

- EXHIBITS:**
- A- Sample Professional Services Agreement
 - B- Insurance Example
 - C- Concept Plans

EXHIBIT B
CONSULTANT'S PROPOSAL

October 3, 2019

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

Attention: Mr. Bobby Fouladi, Associate Engineer

SUBJECT: **Proposal for Design for City Hall EV Charging Station, Project 483924**

Dear Mr. Fouladi and Members of the Selection Committee:

As part of the City of Costa Mesa's (City) Design for City Hall EV Charging Station Plan, the City is seeking proposals from qualified engineering firms with a strong background in electric vehicle charging station design. As an award-winning multi-disciplinary firm specializing in the fields of engineering and architectural design, IDS engages both site-specific design and planning on multiple levels. "IDS" stands for Integrated Design Services: all of the engineering disciplines the City of Costa Mesa requires for success can be found integrated into our multi-disciplined firm. We have highlighted a few of IDS' strengths below:

- **Experience with the City of Costa Mesa:** Our project team brings an established record of accomplishment of working with the City, more specifically the Costa Mesa Police Department, Fire Station #4, Costa Mesa Sanitation District, and the City of Costa Mesa
- **IDS' Team:** Each member of our team has considerable experience with the design and construction of EV charging stations. We are familiar with the procedures, standards, codes, and processes from first-hand experience as prime design professionals and as sub consultants.
- **Our in-house infrastructure:** We have a civil and architectural team that can assist with determining ADA accessibility requirement and develop design solutions for your project. Our professionals have worked on hundreds of sites to improve ADA accesibility.

Our MEP Principal, Mr. Rob O'Neil, PE, will be City's point-of-contact. Please do not hesitate to call Rob at 310.800.6500 ext. 425 should you have any questions. Mr. Said Hilmy, Ph.D., PE, SE, LEED AP, Principal of IDS Group, hereby acknowledges that he will be the contract administrator for this project and will negotiate and contractually bind the firm regarding matters pertaining to this proposal.

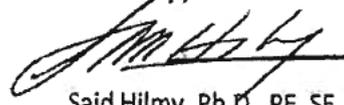
Sincerely,

IDS Group, Inc.



Rob O'Neil, PE
Principal Electrical Engineer

IDS Group, Inc.



Said Hilmy, Ph.D., PE, SE, LEED AP
Principal



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Project Proposal

Firm Profile

IDS Group, Inc. (IDS) is a multidisciplinary engineering and architectural consulting firm with roots spanning over 50 years. Our integrated design team provides added value through our specialized divisions – electrical, mechanical/plumbing, civil, and structural engineering as well as architecture and cost estimating. Our corporate infrastructure creates optimum utilization of resources for our staff of 100 professionals, maximizing service efficiency. IDS is committed to project excellence, providing turnkey design solutions to the building and infrastructure industries.



IDS has completed numerous electrical engineering projects involving EV charging station design, park and street lighting, institutes of higher learning, transportation, housing and redevelopment, hospitals, libraries, fire stations, gymnasiums, and other government and public use facilities. A testament to the quality of our customer service is represented by the fact approximately 80% of our clientele is repeat business.

Our core competencies include:

Knowledge of Applicable Codes and Regulations: IDS and our team members have a proven working knowledge of relevant and applicable state codes through their work in the design, review, retrofit, and plan check of buildings and facilities, hospitals and school projects:

- We strive to remain current on all applicable codes, regulations and ordinances, including updating codes when reprints or addenda are available. We have a library of all major codes and we keep up with current research and proposed code changes.
- Our staff and team members have a working knowledge of California Electrical Code, National Electrical Code, NFPA, Cal-Green Standards, Uniform Building Code and all state revisions resulting in California Building Standards Code Title 24.

In-house Services:

Electrical Engineering: Our electrical engineering division has extensive experience in a wide variety of projects and in the preparation of engineering studies and analyses, reviewing plans, drawings, and specifications for new construction projects for electrical code compliance, conducting electrical power consumption studies and field investigations, and providing construction cost estimates, concept studies and reports, and post-construction support for electrical engineering projects.

The **Civil Engineering** division of IDS was first established in 1961 in Irvine, California. Through a series of acquisitions and mergers, the company expanded to include all of the disciplines needed for engineering design services. IDS Group provides a wide array of expertise and experience in civil engineering, specializing in providing civil engineering design, planning and entitlement, surveying and mapping, construction survey, LEED, sustainable design, construction administration, and traffic engineering services to public agencies, owners, and developers of retail, commercial, office, industrial, institutional, and residential projects throughout the United States.

Cost Estimating: IDS' services comprise of cost estimating and management, project management, and project controls. Core cost management services include budgeting, milestone estimating, cost peer review, value analysis for design options, and construction change order evaluation.



A. Project Understanding/Project Approach

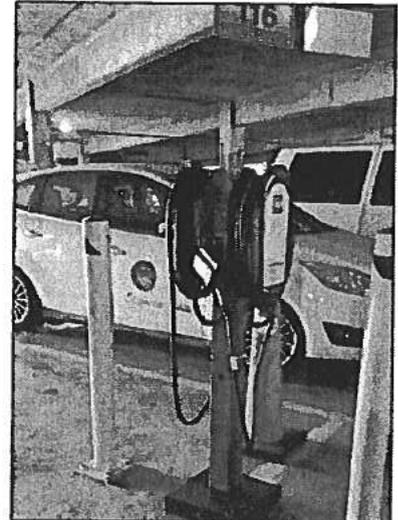
Project Understanding

IDS Group, Inc. understands that the City of Costa Mesa is seeking a consultant for the design of the installation of four (4)-dual-port "Level II" type EV charging stations and one (1)- DC fast charge "Level III" type EV charging station at The City of Costa Mesa City Hall. The selected consultant will be responsible for the completion of the final design of the project, the processing of permits from utility companies and the City's Building Division, and support during the construction phase. IDS Group also acknowledges that the City of Costa Mesa is looking to have these 24-hour charging stations constructed by September 2020.

Level II Chargers:

This design work for the four (4) Level II electric charging stalls will address:

- Removing curb, landscape, and trees as necessary to obtain the necessary stall depth. Restoring the cleared area with appropriate landscape, hardscape, or pavement.
- Validate ADA & Van parking code compliant stalls, accessible ramps and provide ADA compliant EV signage.
- Improvements to the sidewalk in the immediate vicinity of the ADA ramps as needed
- Evaluating the disposition of the existing light pole and designing its relocation if necessary.
- Replacing existing curb, hardscape, and pavement to facilitate the installation of the EV charging stations.

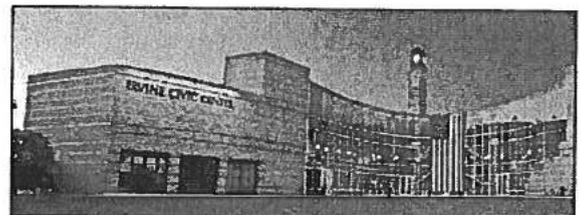


*Orange County Civic Center
Parking Structure
Level II EV Charging Stations*

DC Fast Charger:

The design work for the one (1) DC Fast Charger stall will address:

- Identifying the appropriate electrical supply source for the new charging stations.
- Identifying the best location for the DC Fast Charger stall.
- Designing the trenching work for infrastructure and conduit.
- Designing the appropriate base for the DC Fast Charger unit.
- Designing the striping/signage for the DC Fast Charger stall.



*City of Irvine Civic Center
Recreation Vehicle & Golf Cart Power Charging
Stations*

Project Approach

Our design effort can be summarized into three distinct phases that will allow for research and planning, developing engineering construction documents that meet the city's goals, and assist during bidding and construction.



Phase I – Research/Analysis

- Meet with city staff and project stake holders to discuss project goals, establish the project budget, determine specific elements critical to the project, and develop a schedule.
- Review pertinent as-built records and plans of the facilities.
- Prepare a design project schedule.
- Conduct site visit to review existing site conditions, determine service points, evaluate constrains, and identify ADA deficiencies in the project vicinity.
- Provide a summary report that identifies deficiencies and constraints, identifies potential solutions, and identifies potential costs.
- Provide a preliminary electrical load analysis and develop a preliminary design that works within the constraints of the existing facility.



*Huntington Beach Loft Apartments
EV Charging Stations*

Phase II – Design Engineering

- Develop 60% level engineering drawings that reflect the city's goals, operational requirements, and budget. An engineer's cost estimate will be provided as part of this submittal.
- After meeting with city staff and stakeholders, our team will refine and develop 100% construction drawings and technical specifications using the feedback received in the meeting.
- IDS will process the plans through the City's Building and Safety Division and will update the plan set as necessary to secure Building Division approval.
- Our team will provide a final construction estimate to allow for Public Works bidding.
- IDS will develop a preliminary construction schedule for the planned improvements
- Our staff will attend bi-weekly design meetings with city staff to provide status updates on the design of the project and receive directions as necessary from staff.

Phase III – Bidding and Construction Support

- Our team will provide responses to contractor RFI's during bidding and construction phases; we will respond to all inquiries within two days of receipt.
- IDS will provide guidance to city staff for issues related to contractor requests for change orders and determine if such requests have merit.
- IDS will attend construction related meetings as needed; our team has budgeted 10 hours for this task.
- Engineers from our office will perform routine site visits and observation during construction as needed; our team has budgeted 20 hours for this task.



*Old California Restaurant Row
New Electrical Vehicle Charging Stations*



B. Personnel

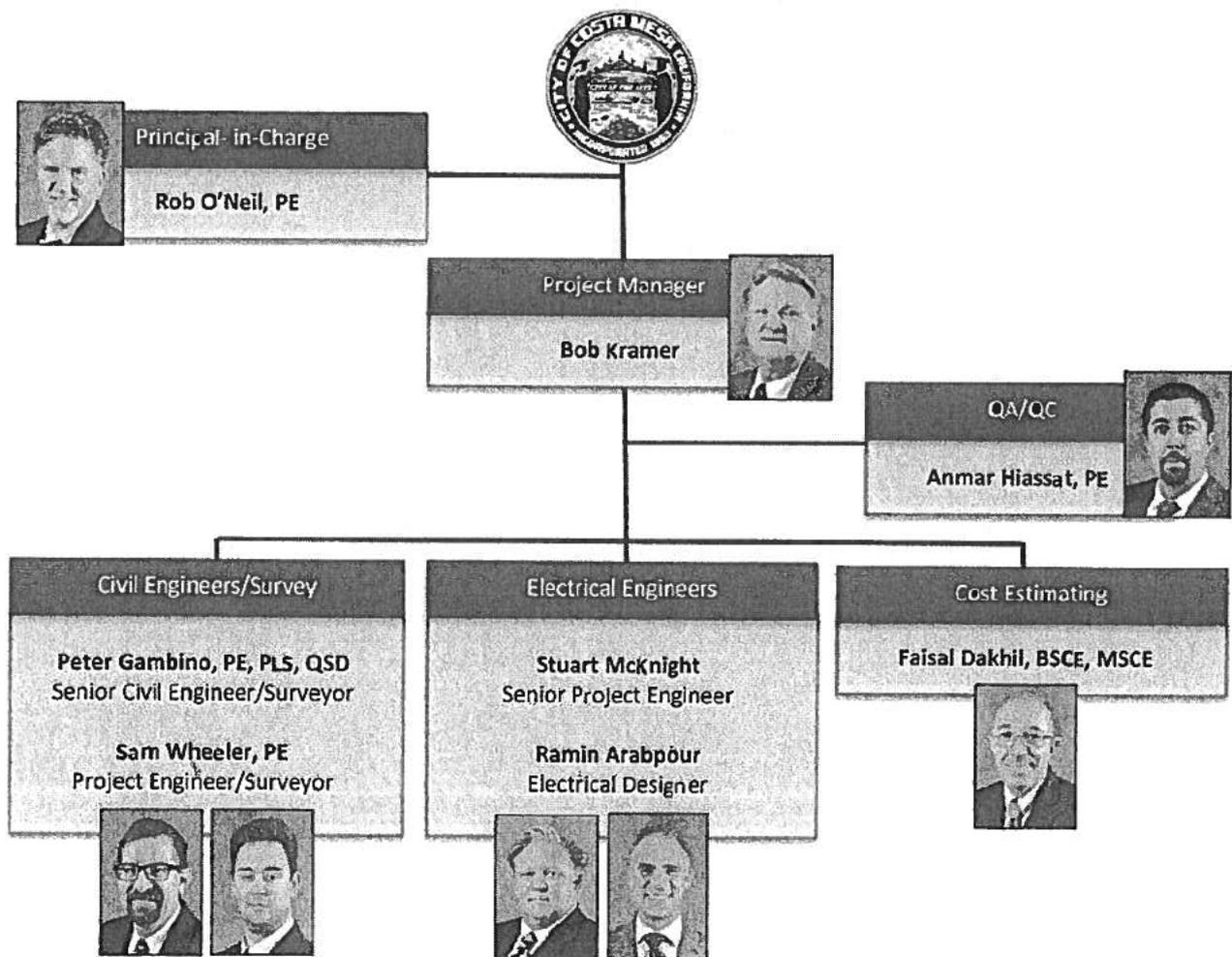
Project Manager – Bob Kramer

IDS' Project Manager, Mr. Bob Kramer will be the primary point-of-contact for the City and has over 39 years of Electrical Engineering experience in EV charging systems, solar photovoltaic, lighting and power distribution, electrical feasibility studies, building automation systems, fire alarm systems, and medium voltage (2.4kV-5kV-12kV) utility infrastructure distribution upgrade projects.

Mr. Kramer will be responsible for the technical adequacy and design and ensure the project stays on schedule and within budget by managing staffing hours and expenses, comparing these expenditures with the proposed budget, approved work scope, and project engineers.

Organizational Chart

Our organizational chart shows the project team, their project roles, and how all members will work through Bob Kramer to communicate with the City and approval agencies. IDS hereby acknowledges that the Personnel identified herein will be available to the extent proposed for the duration of the project, and no Personnel to the project shall be removed or replaced without the prior written concurrence of the City.



**Project Team Resumes****Education**

Bachelor of Science, Electrical Engineering, Santa Barbara, CA

Professional Credentials

Professional Electrical Engineer, California (E18557)

Professional Electrical Engineer, Arizona (50904)

Professional Affiliations

Illuminating Engineering Society, Orange County Section

Certified Engineering Technologist (C.E.T.) Ontario, Canada

Technical Expertise

EV Charging Systems

Lighting and Power Distribution

Electrical Feasibility Studies

Building Automation Systems

Robin O'Neil, PE*Principal-in-Charge*

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

Rob's background includes serving as the electrical project manager on multiple private and public agency projects. In this role, Rob collaborates with the in-house MEP team at IDS to deliver recommendations and deferred maintenance reports to his clients. Rob is also an industry expert in Title 24 Compliance, working with both clients and architects to educate them on the changes to the code.

Relevant Project Experience

Old California Restaurant Row, Retail Center Parking Lot Upgrade and New Electrical Vehicle Charging Stations, San Marcos, CA: Principal in Charge for electrical service upgrade and new electrical vehicle charging stations. IDS designed a new 800-amp service for house loads and three (3) new Level III charging stations.

UCI, Lighting and Electrical Vehicle Study for 1,000 Car Surface Student Parking Area, Irvine, CA: Principal in Charge for research and a study analysis for approx. sixty (60) EV charging stations for a new student surface parking area at UCI. The analysis included plans for a new electrical distribution system to serve both lighting and EV chargers.

Replacement of EV Charging Stations, Santa Ana, CA: Principal in charge for the replacement of 10 antiquated CNG vehicle service ports with seven Level II electrical vehicle charging stations and three future electrical vehicle charging stations. The EV charging stations is on a separate distribution panel with electrical monitor provisions.

Huntington Beach Loft Apartments EV Charging Stations, Huntington Beach, CA: Project manager responsible for a new 600 Amp distribution panel to serve 24 new Level II car chargers. Scope of services also included Construction drawings which included a single line diagram, load analysis, power plans, electrical specifications and submittal to the City for plan check approval.

Hitachi / Village Park Apartments, EV Charging Stations, San Jose, CA: Project manager responsible for construction documents to install 20 electric vehicle charging stations.

**Bob Kramer***Project Manager*

Mr. Kramer has 39 years of experience as a project engineer. As an experienced NABCEP solar electrical designer, he specializes in the field of solar photovoltaic, solar thermal, architectural lighting, and electrical, instrumentation, and power distribution engineering design with automation layout in AutoCAD. His expertise is reflected in solar photovoltaic, lighting and power distribution, electrical feasibility studies, building automation systems, fire alarm systems, and medium voltage (2.4kV-5kV-12kV) utility infrastructure distribution upgrade projects.

Relevant Project Experience

Replacement of EV Charging Stations, Santa Ana, CA: As Project Manager, Bob was responsible for the replacement of 10 antiquated CNG vehicle service ports with seven Level II electrical vehicle charging stations and three future electrical vehicle charging stations. The EV charging stations is on a separate distribution panel with electrical monitor provisions.

Los Angeles County Martin Luther King Jr. Medical Center: As the electrical engineer, Bob provided electrical engineering load study, basis of design and bridging documents for six level parking structure that include 100, Level II electrical vehicle charging stations with point of sale provisions.

Irvine Civic Center – Recreation Vehicle & Golf Cart Power Charging Stations, Irvine, CA: As Project Manager, Bob was responsible for the engineering and design of a permanent LED outdoor lighting system designed specifically for the RV vehicle and golf cart charging station canopies. Power services were routed through the service area parking lot to include trenching, backfill, and restoring the lot to match existing conditions.

Huntington Beach Loft Apartments EV Charging Stations, Huntington Beach, CA: As Project Manager, Bob was responsible for a new 600 Amp distribution panel to serve 24 new Level II car chargers. Scope of services also included Construction drawings which included a single line diagram, load analysis, power plans, electrical specifications and submittal to the City for plan check approval.

Hitachi / Village Park Apartments, EV Charging Stations, San Jose, CA: As Project Manager, Bob was responsible for construction documents to install 20 electric vehicle charging stations.

Education

NABCEP Certification for Photovoltaic System Design & Installation, Allied Schools

Certificate of Completion, Electrical Systems Design I & II, Albuquerque Technical-Vocational Institute

Associate of Arts, Construction Architectural Engineering Technology, Central New Mexico College

Professional Affiliations

Institute of Electrical and Electronics Engineers (IEEE)

Illumination Engineering Society (IES)

Technical Expertise

EV Charging Systems

Solar Photovoltaic

Lighting and Power Distribution

Electrical Feasibility Studies

Building Automation Systems

Fire Alarm Systems

Medium Voltage (2.4kV-5kV-12kV)

**Education**

Master of Science, Engineering
Management, California State
University Northridge

Bachelor of Science, Electrical
Engineering, National University of
Jordan

Professional Credentials

Professional Electrical Engineer,
California (E22257)

Technical Expertise

Lighting and Power Distribution

Electrical Feasibility Studies

Building Automation Systems

Medium Voltage (2.4kV-5kV-12kV)

Infrastructure Distribution

Anmar Hiassat, PE**QA/QC**

Mr. Hiassat has 14 years of experience as an electrical engineer. He specializes in the design of architectural lighting, electrical instrumentation, and power distribution engineering with automation layout in AutoCAD. His expertise is reflected in lighting and power distribution, electrical feasibility studies, building automation systems, fire alarm systems, and medium voltage (2.4kV-5kV-12kV) utility infrastructure distribution upgrade projects.

Relevant Project Experience

Santa Monica Big Blue Bus Transit Facility EV Charging Station, Santa Monica, CA: IDS prepared construction documents for the design of a new EV charging station for the Big Blue Bus Transit Facility. IDS developed electrical construction documents including site plan, single line diagram and electrical load calculations. A load study was performed on existing electrical main switchboard to ensure that there

Fullerton Family Housing, Fullerton, CA: This project creates 55 new construction apartments with rents affordable to families earning no more than 80% of the county median income. Site is located in the Fullerton Transportation Center Specific Plan (FTCSPP) district and one block from the City's Metrorail Station and Regional Bus Link. Part of the scope of work was to install EV Charging Stations to the residence stalls and solar panels on existing carport canopies.

North Hollywood Mixed Use Camarillo Apartments, North Hollywood, CA: IDS was selected to provide MEP Engineering and Design Services for the 60-unit, 4-Story Mixed Use Residential Apartments. The scope of work also included addition of EV Charge Stations for residential stalls and new HVAC and plumbing systems in amenities areas.

Guidance Charter School, Palmdale, California: As Project Manager, Anmar was responsible for load calculation, power design and distribution, architectural lighting connection and controls, and provide power requirements for all equipment and instrumentations.

**Education**

Master of Science, Electrical
Engineering, University of Columbia,
South Carolina

Technical Expertise

EV Charging Systems
Photovoltaic Systems
Automation Lighting Systems
Industrial Conveyor Systems
Underground Transformation
Structures

Stuart McKnight*Senior Project Engineer*

Mr. McKnight has over 30 years of experience in the electrical industry. Stuart has extensive experience in the field of Commercial, Industrial and Residential electrical system designs with special emphasis on multifamily high-rises apartment buildings, historical renovations, healthcare facilities, retail, strip malls, hotels, restaurants, educational buildings and office tenant improvement electrical systems.

Stuart has designed photovoltaic (PV) systems, custom commercial and residential automation lighting systems as well as industrial conveyor systems. Additionally, Stuart has designed SCE and LA-DWP 5-kilovolt underground transformation structures for residential and commercial services.

Relevant Project Experience

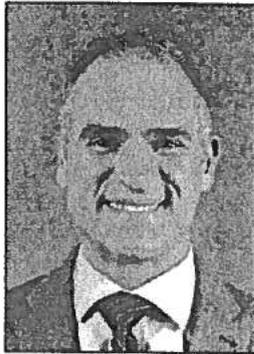
Charge Point Inc., Charge Stations from San Diego to Washington: Provide 58 EV charging stations along the 5 freeway corridor from San Diego to Washington. As the electrical engineer, he designed the construction documents to install level II EV Charge Stations for customers traveling the 5 freeway.

Kaiser Permanente Healthcare Facilities, Various Locations in Southern California: Senior Project Engineer responsible for providing electrical engineering and design for the construction documents to install Charge Point fast DC and Level II EV Charge Stations.

University of Santa Barbara California, Campus UV Charge Stations, Santa Barbara, CA: Provided electrical engineering and design for the construction documents to install Level II EV Charge Stations throughout the campus.

City of Torrance, EV Charge Stations: Provided electrical engineering and design for the construction documents to install Level II EV Charge Stations for their fleet vehicles.

City of Irvine, EV Charge Stations: Provided electrical engineering and design for the construction documents to install Level II EV Charge Stations for their fleet vehicles.

**Ramin Arabpour***Electrical Designer*

Mr. Arabpour has over 21 years of Electrical Engineering experience in the design of schematic and construction drawings, load and energy standards (Title 24) calculations, Lighting and Photometric Calculations, verification of existing electrical system of as-built conditions, review of shop drawings, plan check submittals and correction and other compliances. Ramin is proficient in Electrical safety code requirements, and software such AutoCAD, Energy pro, and familiar with Revit and lighting photometric calculation software.

Relevant Project Experience

John Wayne Airport Valet Parking, Santa Ana, CA : IDS installed a new modular trailer building for the Valet parking service on the roof of Parking Structure C. Electric vehicle charging stations on the roof were added and installed new conduits and equipment anchorage.

Orange County Sheriff's Department, Aliso Viejo Station Parking Lot Renovation, Aliso Viejo, CA: IDS provided design services for expanding parking space, vehicle wash area, and two new EV charging station locations.

Fast5 Xpress, Cash Wash and EV Charge Station, San Bernardino, CA: IDS was selected to provide electrical design services for 4,000 sq. ft. drive-through style car wash building and exterior site. The design included the addition of one Level II Charging Station, where IDS provided info on floor plan for location of EV chargers as well as power source and data info. This required load calculation and panel schedules

Various Projects for New EV Charge Stations: Mr. Ramin was the Electrical Designer for several retail and office projects that involved the design and construction of new EV Charge Stations for the following:

- BJ's Restaurants - Huntsville, Lafayette, Newport News, Melbourne, and Murfreesboro
- Ambry Genetics - Aliso Viejo, CA
- Smashburger – 5 stores in Southern California including Universal Studios
- Goree Architects – Auto dealerships such as Honda of Desert, Manhattan Beach Toyota, Culver City Toyota, Costa Mesa Nissan and Alhambra Nissan
- Interior Architects – Office buildings at 2525 Main, Axis, 2121 main
- Browman- Ross, Party City, Ulta Design Shell
- Starbucks – Over 10 stores in Southern California
- Panera Bread – Granada Hills, CA

Education

Bachelor of Science, Civil Engineering,
California Polytechnic University,
Pomona

Professional Credentials

Professional Civil Engineer, California
(C89854)

Technical Expertise

Electrical Safety Codes

EV Charging Systems

Automation Lighting Systems

Lighting and Photometric Calculations

Photometric Calculations



Peter Gambino, PE, PLS, QSD
Senior Civil Engineer/ Project Surveyor

With over 26 years of experience, Mr. Gambino has a broad background in Civil Engineering, Land Surveying, and Public Works and site development and is responsible for managing the design and production of Civil Improvement Plans.

Peter has worked on 100s of parking lot related projects as well as surveyed numerous sites throughout Southern California and have prepared numerous subdivision maps, legal descriptions, and survey exhibits.

Mr. Gambino's breadth of expertise in commercial projects allows him to identify the key factors to successful delivery of the project. Peter develops a scope-of-services that is tailored to each specific project; he coordinates and work closely with other professionals to provide high quality, cost-effective and practical engineering solutions

Selected Project Experience

Off-Site Improvements, Martin Luther King, Jr. Community Hospital, (MLK) County of Los Angeles, Los Angeles, CA: Principal-in-Charge responsible for the preparation of the construction documents for the removal of the bus turnout on Wilmington Avenue for the installation of curb & gutter, sidewalk, pavers, new ADA ramp and asphalt pavement to restore Wilmington Avenue to a typical street section. Scope of work included Right-of-Way Engineering, surveying, and mapping of public utilities, preparation of a demolition and utility relocation plan. In addition, IDS prepared plans for the bus shelter, signage, concrete bus pad, and street beautification.

Commonwealth Avenue and Alley at Lawrence, Fullerton, CA: As Principal-in-Charge, Peter oversaw the construction documents for rehabilitation of alleys that were badly dilapidated due to poor drainage conditions. Site design included demolition, plan layout, pavement design, grading, storm water management and detention, and assisting in obtaining the necessary permits. Construction responsibilities included construction administration and coordination with survey construction layout.

Hotel Way, City of Anaheim, Convention Center, Anaheim, CA: As Principal-in-Charge, Peter oversaw the construction documents for new sidewalks along the existing alignment of Hotel Way along with new driveway approaches to the existing parking structure in order to facilitate handicap compliant path of travel from the parking structure.

Education

Bachelor of Science, Civil Engineering,
California State University, Long
Beach, CA

Professional Credentials

Professional Civil Engineer: CA
(#C55577)

Professional Land Surveyor: CA (PLS
#7687)

Qualified SWPPP Developer (QSD)

Professional Affiliations

California Land Surveyor's Association
(CLSA)

American Public Works Association,
(APWA)

Technical Expertise

Utility Research and Locating

Erosion control plan

Storm water quality management

Topographic survey

ADA Compliance

Assessment studies



Sam Wheeler

Project Engineer/ Project Surveyor

Sam has over ten years of experience in projects that include boundary, topographic and construction surveys for commercial and utility construction, subdivision development and construction, ALTA surveys, GPS, performing calculations, and coordinating work with engineers, contractors, and supervising agencies.

Relevant Project Experience

City of Chino Hills – Chino Access Ramps – Chino, CA: Project Surveyor responsible for topographic survey of field ADA ramps.

Pierce College Agriculture Education Center Utility Survey – Woodland Hills, CA: Project Surveyor / Engineer responsible for topographic survey and coordination with underground utility locator, and preparing an underground utility map for future construction.

Ontario Airport, Ontario, CA: Project Surveyor responsible for land surveying to support construction and verify that the contractor performed their task within specifications. Prepared survey drawings and exhibits depicting changes of field conditions.

SCE Service Center ADA Improvements Phase I: Project Surveyor responsible for topographic survey and base plan preparation for ADA improvement plans.

E La Palma - Base Map Survey: Project Surveyor responsible for topographic survey and coordination of aerial survey for use with civil improvement plans for new development.

ALTA Surveys: Project Surveyor / Engineer responsible for boundary survey, boundary research and plotting, and preparation of ALTA.

- 3050 & 3080 Enterprise Street Brea - ALTA & Topo Survey
- 1955 Sunny Crest Drive - ALTA Survey
- 1835 Sunny Crest Dr., Fullerton ALTA
- 101 Laguna Road, Fullerton ALTA Survey
- Del Taco - Santa Ana ALTA Survey

Education

Bachelor of Science, Civil Engineering,
California Polytechnic University,
Pomona

Professional Credentials

Professional Civil Engineer, California
(C89854)

Technical Expertise

- Surveying
- ADA Compliance
- Assessment Studies
- Topographic Survey
- ALTA Surveys
- Utility Construction
- Boundary and Construction Survey

**Education**

Master of Science, Civil Engineering,
University of Southern California, Los
Angeles, CA

Bachelor of Science, Civil Engineering,
University of Southern California, Los
Angeles, CA

Technical Expertise

Cost Estimating

Pre-Construction

Construction Management

Faisal Dakhil, BSCE, MSCE**Cost Estimator**

Mr. Dakhil has over 30 years of pre-construction, construction management, and estimating experience in a wide spectrum of projects ranging in values from \$1 million to more than \$250 million. As Senior PM and Chief Estimator, Faisal has accumulated a long track record of successful jobs coming in under budget and on-time, resulting in substantial savings for the clients.

Relevant Project Experience

- Rancho Santa Margarita City Hall & BTRCC
- Metropolitan Water District (MWD) Weymouth Plant, Three Structures Seismic Improvement
- City of La Canada Flintridge Access Improvements
- Werle Building, West Hollywood, CA
- Manhattan Beach Parking Structures, CA
- City of Long Beach Gas & Oil Bldg 560, Long Beach, CA Lake Skinner, Riverside County Parks District
- Orange County Elevator Modernization Finance Building 12, Santa Ana, CA
- CalOptima 3rd floor Tenant Improvements, Orange, CA
- Chapel High School, Temecula Valley Unified School District
- Foothill/Eastern Transportation Corridor Agency, Pacifica Building (HVAC Upgrade), Irvine, CA
- Fox Theatre, Fullerton Improvements, (Cost and constructability study)
- The Miyako Hybrid Hotel, Torrance, CA
- NFL Networks, Culver City, CA
- Disneyland Tomorrowland, Anaheim, CA
- Noah's Park Exhibit at Skirball Cultural Center, Los Angeles, CA
- Pacific Electric Historic Building Rehab/Loft Conversion
- The Billy Wilder Theatre, Los Angeles, CA
- Skirball Cultural Center-Great Hall Building, Los Angeles, CA,
- Dole World Headquarters, Westlake Village, CA
- McMaster-Carr, Santa Fe Springs, CA
- Parking Structure for Skirball Cultural Center, Los Angeles, C



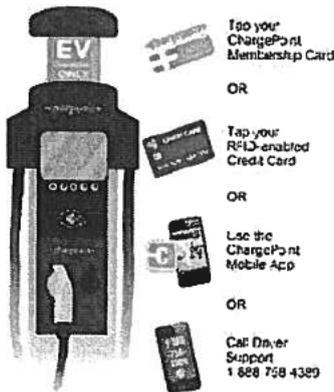
C. Similar Project Experience and References



COUNTY OF ORANGE Civic Center Parking Structure Replacement Projects, Level II EV Charging Stations

IDS replaced 10 antiquated CNG vehicle service ports with 7 Level II electrical vehicle charging stations and 3 future electrical vehicle charging stations. The EV charging stations will be on separate distribution panel with electrical monitor provisions.

| | |
|----------------------------------|------------------------|
| Reference | Completion Date |
| Orange County Public Works | 2017 |
| Joe Seybold, Sr. Project Manager | Project Cost |
| T: (714) 667-4921 | Est. \$55,000 |
| Joseph.Seybold@ocpw.ocgov.com | |



COUNTY OF LOS ANGELES Martin Luther King Jr., Medical Campus, East Parking Structure

IDS provided electrical engineering load study, basis of design and bridging documents for six level parking structure that include 100, Level II electrical vehicle charging stations with point of sale provisions.

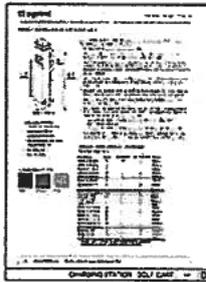
| | |
|---|------------------------|
| Reference | Completion Date |
| Los Angeles County Department of Public Works | 2015 |
| Ms. Esther Diaz | Project Cost |
| T: (310) 223-6210 | \$25M |
| esdiaz@dpw.lacounty.gov | |



CITY OF IRVINE Irvine Civic Center – Recreation Vehicle & Golf Cart Power Charging Stations

IDS' electrical engineering division prepared construction documents to add a power panel (approx. 350A, 120/208V, 3 phase, and 4 wire) for the City of Irvine Police Departments two recreational electrical vehicle charging stations.

Included with the EV charging station project, was the engineering and design of a permanent LED outdoor lighting system designed specifically for the RV vehicle and golf cart charging station canopies. Power services were routed through the service



area parking lot to include trenching, backfill, and restoring the lot to match existing conditions.

| | |
|---|------------------------|
| Reference | Completion Date |
| City of Irvine Public Works | 2018 |
| Tay Chor, Senior Transportation Analyst (949) 724-7322 | Project Cost |
| tchor@cityofirvine.org | \$310,292 |



AVALON BAY COMMUNITIES / SHEA HOMES Multi-family Community EV Charging Stations

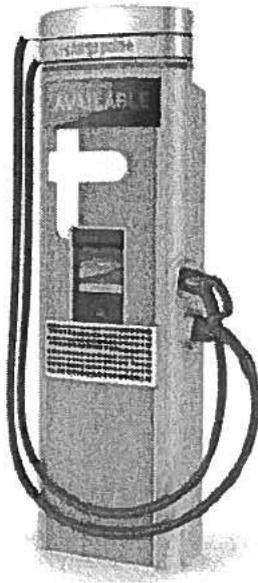
Huntington Beach Loft Apartments EV Charging Stations, Huntington Beach, CA: Avalon Bay Communities hired IDS Electrical Engineers to provide design and construction drawings for twenty-four (24) Level II car chargers to their multi-family housing project in Huntington Beach, CA. Scope of services included a new 600 Amp distribution panel to serve the new car chargers. Construction drawings included single line diagram, load analysis, power plans, electrical specifications and submittal to the City for plan check approval.

Hitachi / Village Park Apartments, EV Charging Stations: IDS was retained to provide electrical engineering and construction documents for an electrical infrastructure for 20 electric vehicle charging stations. 10 EV stations shall be located in Parking Structure A and 10 EV stations in Parking Structure B.

The owner requested that Clipper Creek supply the Level II car chargers. IDS electrical engineers coordinated the electrical and data connections with the manufacturer's engineers to ensure that all required electrical loads and all connections were coordinated.



| | |
|-------------------------------------|------------------------|
| AvalonBay Communities, Inc. | Completion Date |
| Brandan Bertoglio, Project Engineer | 2016 – Ongoing |
| Cell: (714) 271-9370 | Project Cost |
| Brandan_Bertoglio@avalonbay.com | Est. \$75,000 |
| Shea Homes | |
| Sean Mc Eachern, Project Manager | |
| (650) 814-8767 | |
| sean.mceachern@sheaproperties.com | |



OLD CALIFORNIA RESTAURANT ROW Retail Center Parking Lot Upgrade and New Electrical Vehicle Charging Station

IDS provided electrical engineering and design services for the Old California Restaurant Row parking lot upgrade, electrical service upgrade and new electrical vehicle charging stations. The owner requested that Level 3, 100 Amp, 480 Volt EV stations by "ChargePoint" be provided for the project. To accommodate this additional load to the existing site, IDS designed a new 800 Amp service for house loads and three (3) new Level 3 charging stations.

IDS coordinated the new electrical service with SDGE which included site meetings with the SDGE planner, electrical load calculations, all required documentation to SDGE and final drawings to the electrical contractor and owner.

Reference

Venture Point, Inc.
John E. Clement, President
T: (949) 673-4660
john.clement@venturepointinc.com

Completion Date

2019

Project Cost

\$950,000



D. Proposed Schedule

IDS is prepared and equipped to provide design services to the City of Costa Mesa in a timely manner and on relatively short notice to enable the City to meet critical, and at times unpredictable, deadlines and schedules. The proposed project schedules for this project is outlined below. We will develop a full project schedule utilizing Microsoft Project.

| Stages of Work | Duration - Calendar Weeks |
|---|---------------------------|
| Phase I – Research and Analysis | 3 Weeks |
| Phase II – Design Engineering. Construction Documents (80%-100% CD's) | 6 Weeks |
| Phase III – Bidding and Construction Support | 2 Weeks |



"Kudos to everyone who worked on this project.

Thank you!"



*Sabir Umerani, SE, PE
LA County |
Department of Public
Works*



October 3, 2019

Mr. Bobby Fouladi
City of Costa Mesa
77 Fair Drive,
Costa Mesa, CA 92628

SUBJECT: Fee Proposal Cover Letter
RFP No. 483924, Design Services for the City Hall EV Charging Station Project

Dear Mr. Fouladi and Members of the Selection Committee:

IDS Group (IDS) is pleased to submit a Total Lump Sum Fee Proposal to complement our Technical Proposal to provide design services in response to the City of Costa Mesa's City Hall EV Charging Station Project.

The total lump sum fee is \$31,550. This fee is broken down to list individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates on the following page.

Please feel free to contact Said Hilmy, PhD, PE, SE, LEED AP, if you have any questions or concerns relating to our Fee Proposal by phone at (949) 387-8500 or via email at said.hilmy@idsgi.com.

Thank you for your consideration.

Sincerely,
IDS Group, Inc.

A handwritten signature in black ink, appearing to read "Said Hilmy".

Said Hilmy, PhD, PE, SE, LEED AP
Principal

Total Lump Sum Fee

An allowance of \$5,000 has been included into the fee proposal as requested.

| 9/27/2019 | | | | | | | |
|---|----------------|-------------|-------------|--------------|-----------------|----------------|-----------------|
| City of Costa Mesa EV Charging Stations | | | | | | | |
| Task & Description | Princ \$175 | PM \$145 | PE \$125 | CADD \$80 | Survey \$175 | Estim \$125 | Total \$ |
| Phase I - Research & Analysis | | | | | | | \$5,010 |
| Meeting & Coordination with Stakeholders | 0 | 2 | 4 | 0 | 0 | 0 | \$790 |
| Review Pertinent As Built Records | 0 | 0 | 4 | 0 | 0 | 0 | \$500 |
| Conduct Site Visit & Evaluate Field Conditions | 0 | 0 | 16 | 8 | 0 | 0 | \$2,720 |
| Provide Summary Report of Findings | 0 | 0 | 8 | 0 | 0 | 0 | \$1,000 |
| Phase II - Design Engineering | | | | | | | \$17,790 |
| 80% Level Drawings | 0 | 3 | 32 | 56 | 0 | 0 | \$9,475 |
| 100 % Drawings and Specifications | 0 | 1 | 16 | 24 | 0 | 0 | \$4,305 |
| Building Division Approval & Final Plan Revisions | 0 | 0 | 4 | 8 | 0 | 0 | \$1,220 |
| Cost Estimating | 0 | 0 | 0 | 0 | 0 | 8 | \$1,000 |
| Scheduling | 0 | 0 | 4 | 0 | 0 | 0 | \$500 |
| Meetings and Utility Coordination | 0 | 2 | 8 | 0 | 0 | 0 | \$1,290 |
| Phase III - Bidding and Construction Support | | | | | | | \$3,750 |
| Response to RFI and Technical Inquiries | 0 | 0 | 6 | 0 | 0 | 0 | \$750 |
| Review Requests for Contractor Change Orders | 0 | 0 | 4 | 0 | 0 | 0 | \$500 |
| Attend Construction Related Meetings | 0 | 0 | 10 | 0 | 0 | 0 | \$1,250 |
| Construction Observation | 0 | 0 | 10 | 0 | 0 | 0 | \$1,250 |
| <i>Total Hours</i> | 0 | 8 | 126 | 96 | 0 | 8 | |
| <i>Total Cost</i> | \$0 | \$1,160 | \$15,750 | \$7,680 | \$0 | \$1,000 | |
| TOTAL PROFESSIONAL FEE PROPOSAL | | | | | | | \$26,550 |
| DESIGN CONTINGENCY | | | | | | | \$5,000 |
| TOTAL LUMP SUM FEE | | | | | | | \$31,550 |
| FIXED EXPENSE ALLOWANCE TOTAL PROJECT | | | | | | | |

EXHIBIT C

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2019

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

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

| | |
|--|--|
| PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com | CONTACT NAME: Risk Strategies Company |
| | PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com |
| INSURED IDS Group, Inc. 1 Peters Canyon Rd., Ste 130 Irvine CA 92606 | INSURER(S) AFFORDING COVERAGE |
| CA DOI License No. 0F06675 | INSURER A: Travelers Property Casualty Co. of America NAIC # 25674 |
| | INSURER B: Travelers Indemnity Company 25658 |
| | INSURER C: Travelers Casualty and Surety Co America 31194 |
| | INSURER D: INSURER E: INSURER F: |

COVERAGES

CERTIFICATE NUMBER: 51865960

REVISION NUMBER:

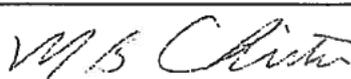
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | <input checked="" type="checkbox"/> | 6809H717919 | 5/1/2019 | 5/1/2020 | EACH OCCURRENCE: \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$1,000,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$2,000,000 GENERAL AGGREGATE: \$4,000,000 PRODUCTS - COM/OP AGG: \$4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> | | BA8F335897 | 5/1/2019 | 5/1/2020 | COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0 | | CUP7K299343 | 5/1/2019 | 5/1/2020 | EACH OCCURRENCE: \$9,000,000 AGGREGATE: \$9,000,000 \$ |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | UB4K463295 | 5/1/2019 | 5/1/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE - EA EMPLOYEE: \$1,000,000 E.L. DISEASE - POLICY LIMIT: \$1,000,000 |
| C | Professional Liability | | 107008332 | 11/12/2018 | 11/12/2019 | Per Claim: \$3,000,000 Aggregate: \$3,000,000 |

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

Projects as on file with the insured including but not limited to City Hall Electric Vehicle (EV) Charging Station Project. The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are named as additional insureds and primary/non-contributory clause applies to the general liability policy-see attached endorsements. The above policies contain a 30-day notice provision for non-renewal and cancellation, 10-day notice for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of Costa Mesa Dept. of Public Services/Engineering Div. P.O. Box 1200 Costa Mesa CA 92628-1200 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Michael Christian |
|--|---|

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.