

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH M. ARTHUR GENSLER, JR. & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 21<sup>st</sup> day of January 2025 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and M. ARTHUR GENSLER, JR. & ASSOCIATES, INC. a California corporation (“Consultant”).

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide a long-term Facilities Master Plan that will provide the City with information on current and future facility conditions and needs and establish a framework for the orderly growth of City services, administration, and community program, as more fully described herein; and

B. 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. City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. 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 City’s Request for Proposals, attached hereto as Exhibit “A,” and Consultant’s Proposal, attached hereto as Exhibit “B,” both incorporated herein.

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. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed Two Hundred Ninety-Nine Thousand Six Hundred Ninety-Two

Dollars and Eighty-Five (85) Cents (\$299,692.85).

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

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

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

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "B," attached hereto and incorporated herein. 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, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to

the other except for those rights and liabilities that accrued prior to the date of termination.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of sixty (60) months, ending on January 20, 2030, 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 A.M. Best's 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) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (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 limit per accident 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:

M. Arthur Gensler, Jr. & Associates, Inc.  
4675 MacArthur Court, Suite 100  
Newport Beach, CA 92660  
Tel: (213) 327-2902

### IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5688

Attn: Kevin Rosenstein

Attn: Patrick Bauer

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. Consultant shall not be required to provide an up-front defense of professional liability claims, rather, Consultant's defense obligations shall be to reimburse the City, its elected officials, officers, agents and employees for defense costs incurred in proportion to Consultant's negligence. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action,

complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. 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.

6.13. 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.

6.14. 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. Consultant's obligation to transfer ownership of work product to the City is conditioned upon City's payment for the work product and excludes any of Consultant's preexisting intellectual property, including design details and standard specifications. 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.

6.15. 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 7920.000 *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 7924.510, 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.

6.16. 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.

6.17. 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.

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

6.19. 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.

6.20. 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.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. 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.

6.23. 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.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. 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.

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

6.26. 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.

6.27. 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.

6.28. 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.

6.29. 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

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

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

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

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

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

APPROVED AS TO INSURANCE:

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

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Patrick Bauer  
Project Manager

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Director of Public Works

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

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

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

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



**REQUEST FOR PROPOSAL**

**FOR**

**FACILITIES MASTER PLAN  
RFP NO. 25-03**



**PUBLIC WORKS  
CITY OF COSTA MESA**

**Released on  
October 9, 2024**

## REQUEST FOR PROPOSAL FOR FACILITIES MASTER PLAN

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants to develop and provide a facilities master plan for the City’s Engineering Services Division. The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for two years with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

### I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of approximately over \$189.9 million and a total budget of \$240.10 million for fiscal year 2024-2025.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

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

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

The successful Proposer, shall have experience in similar types of services. All Proposers 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 requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

**1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.



If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**2. Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

<b>Release of RFP</b>	<b>October 9, 2024</b>
<b>Mandatory Job Walk</b>	<b>October 23, 2024</b>
<b>Deadline for Written Questions</b>	<b>October 28, 2024, at 11:00 a.m.</b>
<b>Responses to Questions Posted</b>	<b>November 1, 2024</b>
<b>Proposals are Due</b>	<b>November 6, 2024, at 2:00 p.m.</b>

\*\*All dates are subject to change at the discretion of the City.

**Mandatory Job Walk:** A mandatory job walk will be held on **October 23, 2024, at 9:00 a.m.** at City Hall, 77 Fair Drive, Costa Mesa, CA 92626. All proposers shall wait in the lobby area near the elevators. A job walk is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award. The job walk will tour City Hall at 77 Fair Drive and the neighboring Police Department Building 99 Fair Drive.

**3. Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Scope of Work, Appendix A**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

a. The consultant must provide five references for municipal projects of similar size and scope that have been completed within the last five years in California.

b. The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.

c. All Proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the consulting firm; and provide an organization chart showing all proposed key project team members.

## II. GENERAL INSTRUCTIONS AND PROVISIONS

**1. Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 12 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should

be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
  1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
  2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
  4. Identifies the project’s potential issues and response to them.
  5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
  1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.
  2. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
  3. Overall organization of the team is relevant to City of Costa Mesa needs.

4. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.
  5. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
  6. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
  7. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
  8. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
  9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the pass three years to allow an evaluation of firm's financial capabilities.
  - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
    - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
    - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience.
  - **Cost Proposal:** Provide a fee schedule/pricing information for the project including identifying the specific assigned personnel, their hourly rates and their number of hours, and the cost for each work task/deliverable as described in the Scope of Work. If work tasks or deliverable are proposed that are not specifically listed in the City's Scope of Work, please identify those costs as separate and optional. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
  1. Vendor Application Form
  2. Company Profile & References
  3. Ex Parte Communications Certificate
  4. Disclosure of Government Positions
  5. Disqualifications Questionnaire
  6. Bidder/Applicant/Contractor Campaign Contribution

## 2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
  - ✓ Cover letter stating the hourly rates of the proposed key personnel.
  - ✓ The cost shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.

- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on November 6, 2024**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **October 28, 2024, at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information. From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
  - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

**3. Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-

criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Project Approach & Methodology -----40 %**
2. **Qualifications & Experience of the Firm -----30 %**
3. **Key Personnel ----20%**
4. **Cost Proposal ----10 %**

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

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **the week of December 2nd** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from the Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact

any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

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

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

**5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

**6. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

**7. Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are

not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

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

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

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

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

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



- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.
- 12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.
- All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**
- Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.
- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.
- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

## Appendix A

### Scope of Services

The Facilities Master Plan aims to provide the City with information regarding current and future facility needs and establish a framework for the orderly growth of City services, administration, and community programs. The goal of the Facilities Master Plan is to evaluate the condition of City owned facilities, assess their ability to meet the needs of current services, anticipate growth and future service delivery requirements, analyze gaps in providing services, identify any existing or potential problems that could affect the building's performance or integrity, and create an action plan to address these issues. The finalized plan will provide recommendations with cost estimates to guide future decisions, timelines, and steps forward in delivering city services. Ultimately, this effort will improve program and service efficiencies, streamline workflows, and modernize facilities to position the City for effective municipal administration in the years ahead.

The Scope of Services for the Facilities Master Plan includes three (3) primary phases.

Phase 1: Facility Condition Assessment Evaluations

Phase 2: Assessment of Future Space Needs and Gap Analysis

Phase 3: Development of Cost Estimates and Funding Strategies - Implementation Plan

The final deliverables will be three-fold, consisting of: a comprehensive Facilities Master Plan report in alignment with the City's short-term, interim, and long-term vision and strategies; all related assessments, evaluations, options and recommendations; and a clear financial plan with a detailed cost estimate and funding strategies. The City will provide the necessary information and support for the Project, and Consultant will facilitate regular meetings with the City's Project Manager and/or Management Team, as designated by the City, to discuss the project's progress and receive direction.

### General

1. **City Facilities Lists – Specific Sites Included and Excluded.** The intent of the Scope of Services is to develop a Facilities Master Plan for all City owned facilities. The specific facilities relevant to Phases 1 through 3 are listed in Attachment 1 ("City Facilities to be Evaluated") and shown on the map in Attachment 2 ("Location of City Facilities to be Evaluated").
2. **Additional Scope.** The City reserves the exclusive right to amend an agreement entered into between the City and Consultant to add certain qualifying services to the Scope of Services for an additional cost, as mutually agreed upon in writing between the City and Consultant.
3. **City's Obligations.** The City shall provide the following for the Project as needed:
  - a. Project Manager capable of rendering decisions on behalf of the Project in a timely manner.
  - b. As available, any information about:
    - i. Existing site and floor plans for each of the facilities listed in Attachment 1.
    - ii. Relevant previous studies prepared by or for the City of Costa Mesa.
    - iii. Relevant community development information, including current and projected populations.
    - iv. Services of other specialized consultants, such as specialist engineering consultants, if mutually agreed upon.
    - v. Any other information that is reasonably needed for the Project.
4. **Regular Meetings.** During each Phase of the Project, Consultant and the City's Project Manager and/or Project Management Team and other relevant City Staff, as may be identified by the City, shall meet at regular, recurring intervals at a frequency sufficient to fulfill the needs of the Project on task and on time. Action items, summaries of decisions, design direction, and establishment of project requirements may be communicated and documented through written meeting minutes and emails.

### Phase 1: Evaluation of Existing Facilities' Conditions

Consultant shall:

1. Facilitate kickoff meeting(s) with the City's Project Manager and/or Project Management Team to review the Project, including, but not limited to: Project goals and objectives, the Scope of Services, Consultant's proposed schedule and costs, and confirm project management and communications tools and protocols.
2. Review City-provided documents, including existing site and floor plans for each of the facilities; relevant previous studies (e.g., organizational, staffing, facility studies); relevant community development information, including current and projected populations; and conduct a Tier 1 Seismic Assessment on certain buildings to determine compliance.
3. Provide a Facility Condition Assessment Evaluation for each facility listed in Attachment 1, to include, at minimum, the following information:
  - a. Site and infrastructure
  - b. Exterior systems including structural frame, building envelope, wall evaluation, curtain wall, and roofing
  - c. Mechanical/HVAC, electrical lighting, plumbing
  - d. Fire protection and life safety
  - e. Elevators, vertical transportation as well as specialized systems and equipment
  - f. Interior elements, food service spaces and equipment
  - g. Limited accessibility compliance
  - h. Environmental features, lead based paint and asbestos
  - i. Energy conservation analysis
  - j. Structural components and seismic compliance
4. Assessment of maintenance efforts to date compared with preventative maintenance recommendations including minimum day-to-day maintenance and associated costs based on industry standards. The Consultant will confirm all sources of existing data with the City's Project Manager or its designated City staff and where applicable will provide existing studies and reports to be included in the Facility Conditions Assessment report.
5. Comprehensive inspections will be limited to observable areas and systems as well as utilizing input from City staff regarding details of current conditions and facilities background. Inspectors will gather information for each property regarding the building systems components, characteristics, quantity, installation date, life cycle current condition, and level of repair necessary to achieve optimal condition.
6. Prepare a draft Facilities Condition Assessment Report for the City's review and comment. Consultant will incorporate the City's comments and prepare a final Facilities Condition Assessment Report.
7. Meetings:
  - a. City Project Management meetings
  - b. Facilities tour for all City facilities listed in Attachment 1
8. Deliverables:
  - a. Implementation plan and schedule for Phase 1
  - b. Facility Condition Assessment draft and final report for all City facilities in Attachment 1, including a maintenance manual for each facility.
  - c. Meeting agendas, exhibits, and summary notes for all meetings with the City's Project Manager and/or the Project Management Team, as designated by the City

## **Phase 2: Assessment of Future Space Needs and Gap Analysis**

Consultant shall:

1. Conduct an analysis of the City's existing operations at all current City owned facilities, gaining an in-depth understanding of current services, programs, and operations. Tour City facilities with the City's Project Manager or other knowledgeable staff, as may be designated by the City, to become generally familiar with the City's staff and program scheduling opportunities and the constraints of each building. The City's expectation for Consultant to physically tour every City owned facility is limited to only those listed in Attachment 1.
2. Measure the facilities current utilization and intended role and whether it is over or underutilized in its current use and capacity. Note the ability of each facility to serve not only its current needs but also its ability to accommodate the number of employees housed.

3. Summarize industry standards, trends, and industry best practices in community programs and services including, discussing opportunities for operations and facility efficiencies and other benefits, and compiling recommendations aligned with City goals. Compare and analyze communities of similar size and density, using both regional and national accepted standards, to better understand how the City of Costa Mesa compares.
4. Review the City's projected growth and assess the demand for services.
5. Prepare a department staff space needs survey. The City staff survey will give greater insight regarding current and projected department staffing; current and anticipated future services and work trends; inter-department collaboration needs and goals and current and future participation rates of residents in City services.
6. Work with City department staff through the City's Project Manager or the Project Management Team, as designated by the City, at meetings, interviews and surveys to review and confirm information about current and projected use, space needs and staffing levels for each facility and new development within the City that may impact service and staffing needs and any known deficiencies currently affecting these needs.
7. Compile and summarize the results of the survey for the City's Project Manager or the Project Management Team's review. Conduct follow-up interviews (in person or via web conference) with key department representatives to confirm our understanding of current and future organizational, service, staffing, and program needs and trends that will shape the development of the facilities' options.
8. Summarize current space allocations and prepare a draft Space Needs Assessment Report of current and projected space and adjacency needs for each City facility for the City's review and comment. Incorporate City feedback into a final Space Needs Assessment Report.
9. Meetings:
  - a. City Project Management meetings
  - b. Department interviews
10. Deliverables:
  - a. Program inventory and analysis
  - b. Draft and final Survey and survey instruments
  - c. Draft and final Space Needs Assessment Report
  - d. Meeting agendas, exhibits, and summary notes for city Project Management meetings

### **Phase 3: Development of Cost Estimates and Funding Strategies – Implementation Plan**

Consultants shall:

1. Develop a project budget reflecting the recommended option(s) including a rough order of magnitude cost, proposed phases/timelines and associated next steps, as appropriate.
2. Prepare an implementation plan summarizing the project process, evaluation, analysis, and recommendations, for the City's review and comment. The plan will contain all necessary elements including issues and challenges, strategies, analysis of budget support and funding mechanics to meet the City's short-term, interim, and long-term vision.
3. Incorporate the City's comments and prepare a final Implementation Plan
4. Prepare a presentation to City Council of the draft and final Implementation Plan summarizing the process, recommendations, and next steps for review and approval.
5. Meetings:
  - a. City Project Management meetings
  - b. City Council presentation(s)
6. Deliverables:
  - a. Comparative Cost Estimates and Funding Strategies
  - b. Implementation Plan
  - c. City Council presentation exhibits
  - d. Meeting agendas, exhibits, and summary notes for City Project Management meetings and the City Council Meetings

**ATTACHMENT 1****City Facilities to be Evaluated**

<b>BUILDING</b>	<b>ADDRESS</b>	<b>FLOORS</b>	<b>YEAR BUILT</b>	<b>SQ. FT.</b>
Balearic Community Center	1975 Balearic Drive	1	1965	7,680
City Hall - Civic Center	77 Fair Drive	6	1965	73,341
City Hall - Basement	77 Fair Drive		1965	3,800
City Hall - 1st Floor	77 Fair Drive		1965	14,783
City Hall - 2nd Floor	77 Fair Drive		1965	6,464
City Hall - 3rd Floor	77 Fair Drive		1965	6,464
City Hall - 4th Floor	77 Fair Drive		1965	6,464
City Hall - 5th Floor	77 Fair Drive		1965	6,413
Communications Center	79 Fair Drive	1	1981	7,960
Corp Yard Bldg A	2310 Placentia Avenue	1	1989	17,976
Corp Yard Bldg B	2310 Placentia Avenue	1	1989	7,248
Corp Yard Canopy	2310 Placentia Avenue	1	1989	6,004
Corp Yard Warehouse/Fleet	2300 Placentia Avenue	1	1966	23,068
CM Tennis Ctr - Pro Shop	880 Junipero	1	1962-1973	1,025
CM Tennis Ctr - Patio Cover	880 Junipero	1	1962-1973	451
Downtown Recreation Center	1860 Anaheim Avenue	1	2001	19,450
Fire Station #3	1865 Park Avenue	2	1979	6,486
Fire Station #4	2300 Placentia Avenue	1	1967	5,973
Fire Station #5	2450 Vanguard	2	1988	6,500
Fire Station #6	3350 Sakioka Drive	2	1992	9,200
Historical Society Bldg	1870 Anaheim Avenue	1	1980	4,000
Mesa Verde Library	2969 Mesa Verde Drive East	2	1965	5,888
Police Facility	99 Fair Drive	3	1967	50,646
Police Helipad	99 Fair Drive	1	1986	2,464
Police Substation	567 W. 18th Street	1	1958	8,639
Senior Center	695 W. 19th Street	2	1992	20,127



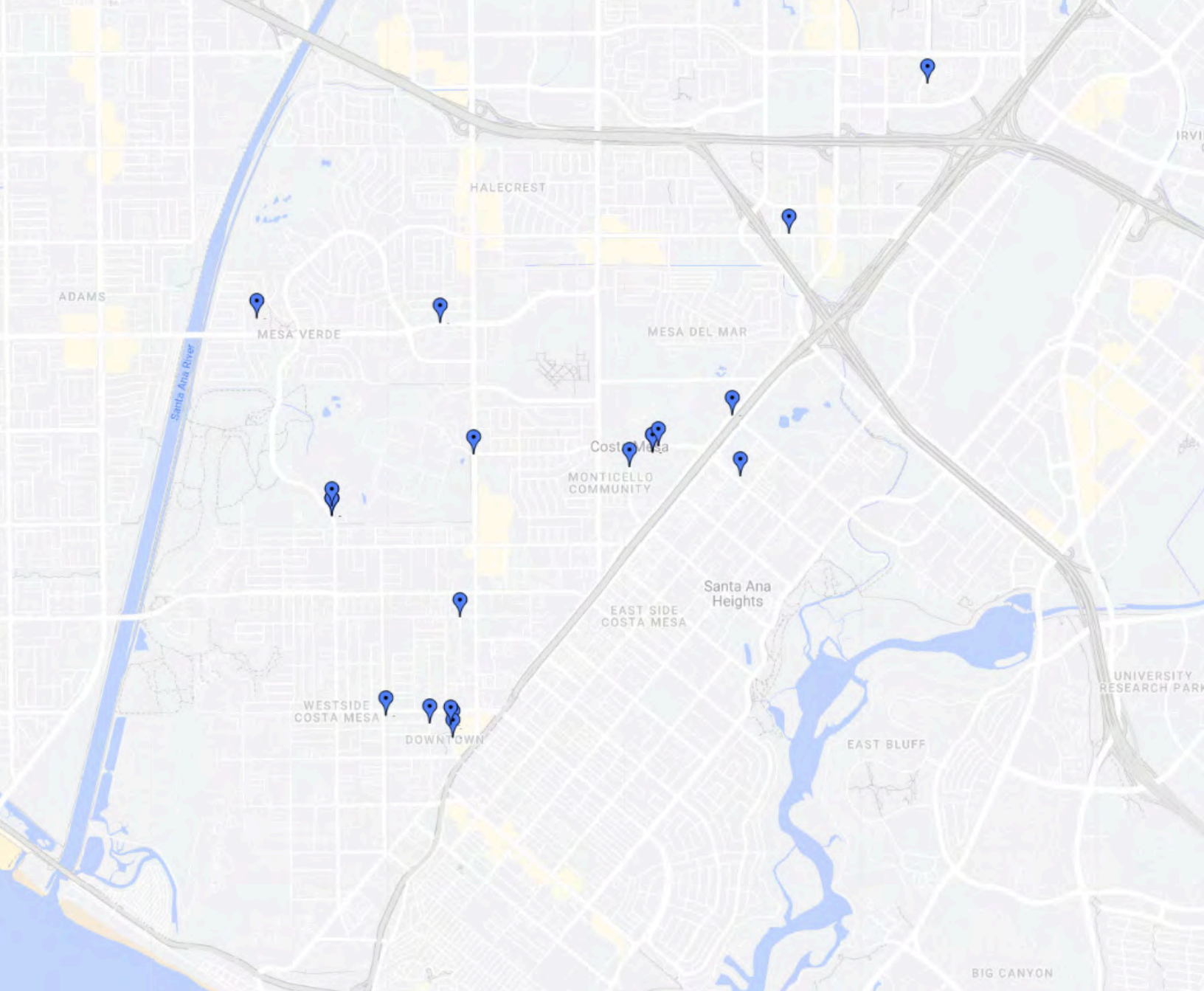
# ATTACHMENT 2

## Location of City Facilities to be Evaluated





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



TECHNICAL PROPOSAL

**Gensler**



# Facilities Master Plan

Response to Request for Proposal (RFP)

August 14, 2024



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Submitted as a separate attachment per the RFP

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## **Checklist of Forms**

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4675 MacArthur Court  
Suite 100  
Newport Beach CA 92660  
Tel 949.863.9434



August 14, 2024

Stephanie Urueta  
Buyer  
City of Costa Mesa

**Subject:** Response to Request for Proposal (RFP No. 25-03) for the  
City of Costa Mesa Facilities Master Plan

Dear Stephanie:

Representing Gensler and its partners, Bureau Veritas, and KPJ Consulting, I am excited to bring our experience in long-range facilities master planning to the City of Costa Mesa. We have studied your Request for Proposal and understand that you are looking for a multi-disciplined team with a broad expertise in public agency facilities assessments and facilities master planning to develop the City's Facilities Master Plan.

### **Deep Expertise**

In response, we have assembled a team led out of Gensler's Los Angeles office- with additional expertise from our Denver and Newport Beach offices to help you meet your planning goals. In addition to Gensler as the prime contract holder, we are joined by our longstanding partners Bureau Veritas (facility condition assessments), and KPJ Consulting (cost estimating). This team has worked together on similar facilities master plans across California for nearly 20 years. We know each other well and have developed a "shorthand" that will lead to an efficient and comprehensive engagement with Costa Mesa. We know how to integrate the work from each phase of the project to complete a comprehensive and actionable plan. Together, we believe you will find our collective experience and expertise hard to beat when measured against our competition.

### **Deep Experience**

Over the last 20 years our firm has prepared similar plans cities and counties across the western US, including Los Angeles, Orange, Alameda, San Luis Obispo, Sonoma, Santa Cruz, Santa Clara, Santa Barbara, and San Bernardino. In addition, several of our clients with particularly large departments have asked us to do follow-up studies stemming from recommendations made in the larger plans, as well as specialized studies, such as civic center plans. Our references will share how we marry this experience and expertise with a collaborative approach to our work. We keep our client's goals at the forefront of our work and we work well within the parameters of the public sector.



### Tested Project Approach

In the project approach and methodology section, we outline the process that we have refined over time and used successfully in our past projects. Bureau Veritas has completed thousands of facilities assessments with a tested process and standards tools and reporting as required in phase 2. Gensler will lead phases 2 and 3, bringing in the findings from Bureau Veritas' work and bringing in our data collection and engagement process to clearly outline the context for the plan and develop scenarios to review with the city. Finally, we will continue to work with all of our partners to evaluate options and determine funding strategies to implement the plan.

We know that you will have several qualified firms from which to choose. One of the special advantages we bring is that we are passionate about working with our local communities, which has created on-going relationship with our city and county clients. They are always willing to share their knowledge and insights with us, and, by extension with you. We enjoy a collegial rapport and find that lessons learned by others often add an important dimension to our planning efforts.

In the pages that follow, we invite you to get acquainted with the quality of our work and the capacity of our team. Feel free to reach out to either Kevin Rosenstein or Paul Natzke if you have questions or need additional information. As Principal, Kevin Rosenstein is authorized to bind Gensler. We look forward to hearing from you.

Sincerely,



**Kevin Rosenstein**  
Principal  
(213) 243-8841  
kevin\_rosenstein@gensler.com



**Paul Natzke**  
Project Director  
(213) 243-8841  
paul\_natzke@gensler.com

# Background & Project Summary



We understand that the City of Costa Mesa (“City”) is looking to develop a long-term Facilities Master Plan (“FMP”) that will provide the City with information on current and future facility conditions and needs and establish a framework for the orderly growth of City services, administration, and community programs. This framework will serve as a roadmap for strategic objectives, service delivery, and utilization of City real estate and facility assets. The FMP will help guide the effective use of the current real estate portfolio as well as plan for the development of future facilities. The FMP will also help define cost projections that will provide a basis for project expenditures and updates to your capital improvements planning. Critical to this process will be an initial investigation into the functional needs of the departments who occupy City facilities, as well as the services they deliver to the community.



# Project Approach & Methodology

We have reviewed your Request for Proposal and your proposed tasks and have developed a comprehensive project approach, outlined below. We will draw upon our team's collective experience working with many California municipalities performing similar strategic facilities planning studies. From this experience we know the value of bringing a well-defined process that can be customized to the particular situations of each City, in terms of areas of focus and priorities.

Early on in the study, we will develop a set of consensus-driven guiding principles to help ensure our emerging recommendations are aligned with your goals and priorities. We will craft the final strategic facilities plan report to best reflect these principles.

Our approach assumes the creation of two main sets of project stakeholders:

- City Project Team: This group is comprised of the key "day to day" members of both the City and Gensler teams. They will meet regularly to guide the project, discuss schedules, help clear hurdles, and provide general oversight as we move through the study.
- City Steering Committee: If one has not yet been identified, we strongly recommend creating a Steering Committee. The Steering Committee should be comprised of senior City decision-makers (typically minus the City Council Members) who we will present to several times during the study at key milestones to ensure that issues are thoroughly addressed and decisions made before proceeding from one phase to the next and that we are building to specific, actionable conclusions rather than continuing to investigate a multitude of directions, which only expends time, energy, and funds. The makeup of the group can include any combination of the City Manager and department heads. Alternatively, and to reduce the size of the group, representatives from each of logical grouping of departments could be identified and asked to participate. In either case, this will be an important role in the life of the project, one we consider critical to its success.



Huntington Beach

Costa Mesa

Newport Beach

San Joaquin Hills

# Scope

We estimate approximately seven months to complete the project, reflected in our scope below. This duration is based on our experience preparing similar facilities master plans for California municipalities and the amount of analysis, stakeholder engagement, and work required to produce a comprehensive report.

Please know that we are eager to partner with you in this important planning effort. We look forward to discussing this scope with you in detail and tailoring it to best fit your goals, budget, and expectations.

## PHASE 1: PROJECT STARTUP

### 3 weeks

The first step of the proposed process allows our team to collect and review pertinent background materials, confirm a process and data collection methodology, and create the project vision. The first phase is intended to provide a mutual understanding of the process and desired outcomes and ensure that all expectations are aligned.

### 1.1. TEAM ORGANIZATION

The core project leaders will complete general project start-up activities, including the identification and commitment of other individuals from the Consultant team and the City. During this step, the following will be established:

- Gensler Project Team - including an outline of specific roles and responsibilities.
- City Project Team - the City's working team who has primary responsibility for the project, including the City's primary point of contact.
- City Steering Committee - the departmental liaisons and/or senior stakeholders with whom we will conduct working sessions throughout the project as well as from whom we can collect and qualify macro level data.

### 1.2. BACKGROUND MATERIALS COLLECTION

Working with the City's Project Team, we will collect relevant background materials and critical data for review and use throughout the project. Methodologies for acquiring requested data not immediately at-hand will be discussed during the Kickoff Meeting. The materials to be requested will include, but may not be limited to:

#### General Information

- City of Costa Mesa strategic plans
- Department organization charts and mission statements
- 5-year historic headcount and square footages by department
- City budgets for the last 10 years (gathered from public information)
- Current approved budget
- Previous related studies and reports
- Site maps, surveys, and aerial photos, as available
- GIS data files

#### Facilities Information

- Current department occupancy by facility
- Floor plans, CAD, PDF, or hard copy format (as needed)
- Existing workplace standards, as available
- Existing appraisals and valuations of owned facilities
- Parking locations, assignments, and stall counts
- Lease documentation for facilities and parking
- Additional information for the facilities condition assessment (as needed and as available)



### 1.3. KICK-OFF MEETING

The Kick-off Meeting provides the opportunity for our broader project team to meet with the City Project Team. The session is intended to be an introduction to and confirmation of the process, as well as a facilitated discussion on the principal goals of the project. Specific activities include reviewing and confirming the following:

- Consensus on project goals, conditions, and priority issues,
- Project team roles and responsibilities,
- Project management review meeting schedule (e.g., weekly meetings) and quality assurance tasks,
- Scope and reach of project,
- Data collection approach and process,
- Communication channels,
- Key project deadlines and milestones,
- Project deliverables,
- City Steering Committee member confirmation,
- Baseline planning assumptions,

### 1.4. DATA COLLECTION METHODOLOGY FINALIZATION

Based on the preliminary review of the background information available from the City and direction obtained at the Kick-Off meeting, the Gensler team will begin preparation for several parallel data collection efforts. A detailed description of the anticipated data collection methodology can be found in Phase 2.



### 1.5. CITY STEERING COMMITTEE WORKSHOP #1 - LONG TERM VISION AND STRATEGIES SESSION

Once the project process is finalized, a Visioning Workshop will be conducted with the City Steering Committee. The objective is to discuss the overall potential for the project while creating consensus among key project participants. The intent is to emerge from the meeting with a shared vision of the future and a clear understanding of roles, responsibilities, and expectations for the broader team and members of their departments. Specifically, the meeting will provide an opportunity to align the City Project Team and City Steering Committee visions for the project goals, objectives, process, and outcome. The following topics may be discussed:

- Explain the overall project, the research process, and expected final outcome,
- Set expectations for the required level of City involvement,
- Discuss the issues that City and individual departments are facing (i.e. growth/real estate development requirements, client service delivery changes/challenges, budget deficits/constraints, regulatory requirements, overcrowding/underutilization, parking, technology changes, etc.),
- Share best practice and trend research around real estate approaches, innovative public/private partnerships, sustainability and green energy opportunities, space planning/workplace trends for both the public and private sector,
- establish preliminary guiding principles for the Facilities Master Plan and overall goals for the project,
- Discuss the role of “hybrid” work in the City workforce and its impact on real estate needs.

## PHASE 2: DATA COLLECTION

8 weeks

### 2.1.1 FACILITIES CONDITION ASSESSMENT

Upon approval of the data collection methodology by the City, our team's facility conditions expert, Bureau Veritas ("BVTA"), will begin their assessment of the facilities. The process will include several parallel tracks of information and data gathering:

#### Data Gathering Phase

BVTA will need the support of staff who can provide access to drawings and records. The following is a typical list of exhibits requested:

- Inspection Reports (sewer, boiler, chiller, etc)
- Building Systems Maintenance Records
- Owner Elected Repair list (if available)
- Original Building Plans (can be viewed on-site)
- Capital Expenditure Schedules (prior or planned)
- Fire Protection / Life Safety Plans
- Rehabilitation Budget and Scope (draft or final)
- Certificates of Occupancy / Facility License
- Prior Assessments
- Site Plan / Floor Plans
- Accessibility Transition Plans / Studies
- CMMS / IWMS Data Set

Prior to the Site Phase, BVTA will meet with City staff to discuss facility condition data standards and collection standards to be used for this project.

In addition to the drawings and records, BVTA will issue a pre-survey questionnaire for each facility or site. Our expectation is that someone with knowledge of maintenance and operations of the facility will

complete this survey and be prepared to discuss it with us while on-site

#### Site Phase

To begin the Site Phase, BVTA proposes a Pilot Program where they will perform an assessment of a single building and prepare a written Draft Report for review. A meeting will be held with Client staff to review the draft report before assessing the remaining buildings. Upon approval of the draft report, BVTA will proceed with the remaining assessments.

BVTA will need support in the form of escorts while in the facilities to help access mechanical areas, to discuss with us any known issues in the facility, and to answer other technical questions.

BVTA will conduct a visual assessment of both sites and facilities to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies

As a part of the survey, BVTA will survey 100% of each facility, including the exterior and grounds, including the building exterior, roofs, sidewalk/pavement, and recreational/other areas as applicable. They will interview the building maintenance staff about the property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements. BVTA will develop opinions based on their site assessment, interviews with City building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated.





BVTA will observe and document all applicable existing conditions appropriate for each component, focusing on the following:

- Site + Infrastructure
- Topography
- Paving, Curbing, and Parking
- Flatwork
- Landscaping and Appurtenances
- Utilities
- Recreational/Community Facilities
- Structural Frame + Building Envelope
- Wall Evaluation
- Curtain Wall – As Required
- Roofing (Non-Invasive Visual)
- Plumbing
- Heating
- Air-Conditioning + Ventilation
- Electrical
- Life Safety + Fire Protection
- Elevators + Vertical Transportation
- Interior Elements
- Food Service Spaces and Equipment
- Special Systems and Equipment
- Limited Accessibility Compliance
- Suspected Fungal Growth
- Environmental Features
- Lead-based Paint
- Asbestos
- Energy Conservation Analysis

### OPTIONAL

- Preventative Maintenance Routines, Plans, and Analysis

### Report Review Stage

BVTA will provide a complete deliverable for each building, including in-depth “report cards” for each building and summary reports from the data collected. The summary reports include:

- Building overview
- Reserve tables (Immediate, 2-year, 5-year, 10-year, 20-year) - Reports will include current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and cost estimates for repair/replace recommendations.
- Capital needs breakdown (by system and plan-type) - Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for reporting by building, system, or priority for repair, and a year-by-year analysis of capital needs.
- Facility Condition Index (also provided portfolio-wide) - A Facility Condition Index will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The Facility Condition Index will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

## OPTIONAL SERVICE

### 2.1.2 FACILITIES CONDITION ASSESSMENT – TIER 1 SEISMIC ASSESSMENT

It is our understanding that a Tier 1 seismic assessment has been requested. The governing standard for this assessment is ASCE 41-17 Seismic Evaluation and Retrofit of Existing Buildings. It is unknown if structural drawings are currently available.

The evaluation includes the Screening Phase (Tier 1) to assess primary components and connections in the seismic force-resisting system through the use of standard checklists and simplified structural calculations. If the element is compliant, it is anticipated to perform adequately under seismic loading for the specified performance objective without additional review or strengthening. Items indicated as noncompliant in a Tier 1 checklist are considered potential deficiencies that require further analysis and potentially retrofit. Further analysis is not included in this proposal.

The performance objective is expected to be the basic performance objective for existing buildings (BPOE) which is typically Collapse Prevention at a BSE-2E seismic hazard level. The target performance objective will be confirmed with stakeholders prior to commencing the assessment.

- Review original construction drawings (if available).
- Perform (1) site visit to observe existing conditions.
- Complete the Tier 1 checklist
- Perform structural calculations as required for Tier 1 checklist items
- Prepare a report with findings, deficiencies, and recommendations
- Attend virtual meetings as requested to discuss our findings

In order to complete the Tier 1 evaluation, it may be required to create general floor plans and elevations of the building if existing drawings are not available. This service will be provided in-house, or subcontracted to an appropriate professional for this task for an add-alternate fee.

The following assumptions have been used to develop this fee proposal.

- Existing structural drawings will be made available for our use prior to starting the assessment. If existing drawings are not available, the Tier 1 assessment will identify unknown items that require further investigation
- A lift or ladder will be provided by others for our use during the field investigation to provide access to elevated areas (if required)

The following items are excluded from this fee proposal:

- Structural drawings for any required repairs or retrofit
- Costs associated with testing and collection of material samples
- Remediation of existing material dilapidation, and shoring installation
- Construction cost estimates for any required repairs.
- No destructive or non-destructive testing or removal of finishes is included, and the evaluation will be based solely on information provided in the existing drawings, and observations made during our site visit



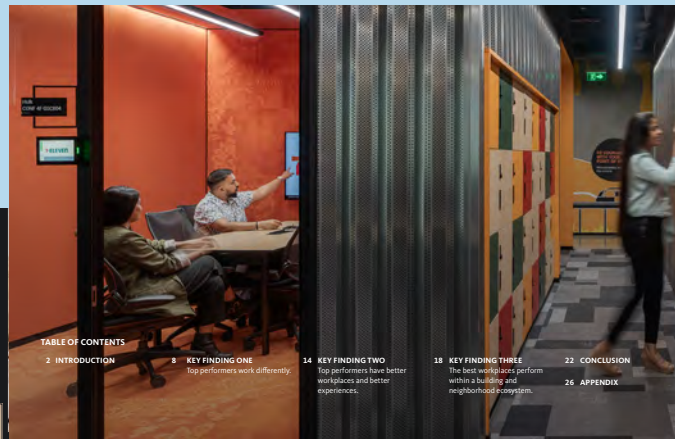
**It's time to move beyond discussing employee presence to measuring workplace performance.**

Work can—and does—happen anywhere and everywhere today. As a result, organizations and leaders are focused on establishing greater intentionality for office work as they look to build team cohesion, company culture, and business growth, and to establish both virtual and physical platforms for this new era of work. This requires a close examination of how, when, and where employees are working today and a redefinition of the requirements for a successful workplace.

As we reimagine work and the workplace, the future is about purpose-driven and impactful solutions. Less than a third of workplaces have been redesigned in the past three years according to our Global Workplace Survey 2024 data. It's time to re-evaluate how we design workplaces for office workers today. In an uncertain economic climate, leaders need the right measures to understand what constitutes today's definition of a high-performing workplace.

Acknowledging this shift, we surveyed more than 16,000 office workers across 15 countries, and 10 industries. This global study examines top performers at individual, team, and organizational levels, and highlights what comprises a high-performing workplace within and beyond the office—including findings at the scale of the building and neighborhood. By evaluating the workplace in its wider context, we identify where design can elevate a workplace from good, to great, to exceptional.

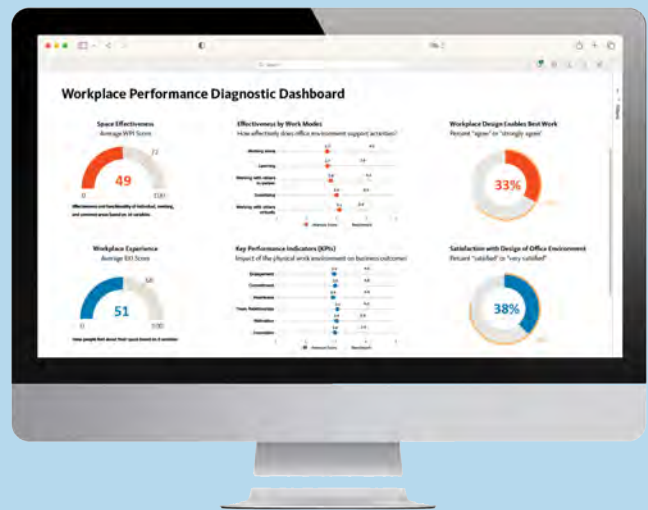
Workplace performance is no longer defined only by building efficiency or space effectiveness, it is also measured by the emotional response to space: the workplace experience. This study highlights the shift from real estate occupancy to people-centric performance measures, with a goal of better quantifying the design impact on how employees work and feel in the workplace. In doing so, it unlocks the potential to design workplaces that can yield positive outcomes for individuals, teams, and organizations.



# GLOBAL WORKPLACE SURVEY 2024

Moving beyond employee presence to workplace performance

Gensler RESEARCH INSTITUTE



## OPTIONAL SERVICE

### 2.2 EMPLOYEE SURVEY (WORKPLACE PERFORMANCE SURVEY)

We will begin our data collection process by issuing our proprietary Workplace Performance Survey to City employees (or a subset thereof). This online tool will allow your users of space to directly tell us how their workplace does and does not support their functional needs, both in the office and while working from home. Gensler's industry leading benchmark database also allows the City to compare the performance of its workplace environment to other leading organizations and provides a functional assessment baseline against which pilot studies, future investments and innovations can be measured.



### 2.3 DEPARTMENT QUESTIONNAIRE

Your RFP calls developing a survey to identify department needs. The previously mentioned Employee Workplace Performance Survey will focus on employee needs. The department questionnaire will focus on department leadership perspective for workplace needs and will be sent to a representative from each department who is well versed in the quantitative aspects of their respective space and facilities. The questions posed by the survey will focus on such issues as:

- Department's function and mission
- Services provided (both public and internal within the City)
- Key workload indicators/drivers
- Current facility locations
- Projected departmental growth
- Primary locational requirements
- Access / circulation / security needs
- Critical adjacencies with other departments and/or external agencies
- Client/visitor requirements
- Ability for staff to work remotely
- Ability to deliver services remotely
- File storage / record management
- Meeting & support space requirements
- Parking – staff & public
- Pressing/critical issues at the facility level

Once the questionnaires are completed and returned, we will conduct follow-up meetings with each representative to review the results and discuss any key issues in more detail (discussed in the next task).



### 2.4 SENIOR DEPARTMENT LEADERSHIP INTERVIEWS (up to 12)

We will conduct interviews with key department leaders to review the completed questionnaires and discuss high-level qualitative issues. We have assumed one interview for each of the 10 City departments, plus 2 additional (if necessary), but will work with the Project Team to streamline the amount of interviews, if desired. These interactions will provide us with a “view from the top” in terms of the major issues facing City departments. Topics will include:

- Overview and background of department and its mission,
- Service delivery mission and issues,
- How the mission is supported / limited and why,
- How the service or program is delivered currently and how it might be changing,
- Perception/understanding of their clients, including any commonalities among client types (demographic, geographic, socio-economic issues, etc.) and/or commonalities between departments,
- Day-to-day activities and responsibilities, both client- and non client—facing,
- Benefits/challenges of the current office locations, including relation to employee's residence, commute, etc.,
- External partners (community, other government agencies) that they could team with for shared or related services or co-location,
- Impact of emerging technology, including support of mobile work,
- Qualitative and quantitative department needs,
- Department growth (or lack thereof) and the reasons for it,
- Planned development projects,
- Major facilities challenges attendant to space, parking, storage, technology, costs, etc.,
- Collocation opportunities and challenges, centralization vs. decentralization, etc.,
- Review and clarification of survey answers.

## 2.5 SITE TOURS

In conjunction with the Leadership Interviews or as a separate effort, we will conduct tours of City owned facilities. In preparation for the tours, we will review facility floor plans (as available) along with building condition assessment information provided by the City. During the tours, we will validate layout efficiencies, suitability for the current user, vacancy, overcrowding, storage, and other relevant factors. The results of these assessments will be factored into our options and recommendations.

## PHASE 3: ANALYSIS & FINDINGS

### 6 weeks

Upon completion of the data collection efforts, the Gensler team will analyze the information and conduct a series of interactive work sessions, both internally and with City representatives, to synthesize the collected information. Our approach to both internal work sessions and meetings with the Steering Committee is to have them be as interactive, inclusive, and focused as possible. During our internal work sessions in particular we make use of all the space as a “war room” and work through issues in a dynamic setting. In our meetings with the Steering Committee, we will employ collaboration tools through which we garner feedback and additional input as our recommendations take shape.

### 3.1 CITY SERVICE POPULATION AND GROWTH PROJECTION

To assist in the process of identifying future city staffing and space needs, we will complete a demographic analysis of the service population and future growth trends. Historical relationships between city staffing levels and the overall service population of Costa Mesa will be described. Statistical analysis will provide perspective on historical growth patterns and factors contributing to city headcount growth. Any available forecasts of future population, household, and employment growth within Costa Mesa will be reviewed. We will then prepare a long-term projection of service population in Costa Mesa.

### 3.2 STAFFING PROJECTIONS

To assist in the process of developing useful forecasts for City space, we will then perform an analysis of the relationship between historic City employment and overall population trends. This will give us the historical perspective on growth. We will then compare this trend to the headcount projections provided by departments in our department questionnaire. If the two methods show different results, we will discuss the gap during our Findings Workshop and arrive at a supported growth rate. Appropriate space standards will be developed based on current trends and benchmark and applied to the employee growth forecasts to yield estimated square footage requirements.

### 3.3 DEMAND AND SUPPLY GAP ANALYSIS

One of our initial tasks will be to outline the gaps between the existing City supply of facilities and the demands for space dictated by department operations and growth. This analysis will be one of the key drivers in determining the future direction of the City portfolio as we develop master planning options in the next phase. Among other aspects, we will evaluate the potential impact of continued work from home, and how that impacts the amount of space required to house City employees.

### 3.4. ADDITIONAL RESEARCH AND SYNTHESIS

During this activity we will incorporate what we learned from the Project Team Meeting into our analysis. We will also augment what has been learned to date with any additional reconnaissance at City facilities, with specific departments or in further researching relevant workplace and service delivery trends.

### 3.5 CITY STEERING COMMITTEE WORKSHOP #2: FINDINGS

We will facilitate a second meeting with the Steering Committee to present our findings culled from the activities to date. The meeting will focus on of the results of the Facilities Condition Assessments, activities conducted in Phase 2, the current supply of City facilities, the demand for space based on our



questionnaire, interviews, and programming, and the gap between supply and demand as expressed in facility needs. Input from the Steering Committee during this meeting will help our team begin to formulate options and scenarios in the next phase. (This workshop will be a presentation of the findings and is intended to be informational and can be held virtually).

## **PHASE 4: OPTIONS DEVELOPMENT** 8 weeks

This phase sets the framework for the City Facilities Master Plan by pulling together all information obtained in the previous tasks into and presenting City stakeholders.

### **4.1 DEVELOP SUITABLE ALTERNATIVES**

Based on the feedback obtained from the 2nd Steering Committee Workshop, we will develop up to three (3) planning options that address site, programmatic and facility issues. Staff growth and corresponding space needs, and critical adjacencies and separations, infrastructure and parking will be all illustrated in a series of summary diagrams that both capture the existing conditions and convey growth across the 10-year planning horizon and are responsive to service delivery needs. High level costs will be used at this point of the options development as a scale of “highest to lowest cost”. The intent of holding off on detailed cost estimates at this point is to ensure the options are analyzed through the lenes of the future needs of the City. (Once an option is approved, detailed cost estimates will be provided.) The “pros and cons” of each scenario will also be identified. The following aspects will be considered:

- Potential new building location(s)
- Parking
- Facility condition
- Security
- Potential “hybrid” work model
- Current and projected space needs
- Current space utilization
- Customer service and office locations
- Organizational and cultural drivers
- Departmental adjacencies

- Service delivery geography
- Staff retention and recruitment
- Sustainable strategies
- Quality of the workspace
- Potential cost

### **4.2 CITY STEERING COMMITTEE WORKSHOP #3: OPTIONS REVIEW**

During the project process we will determine whether the City Steering Committee will be involved in narrowing the list of alternate scenarios. We have found that including a broader group consistently ensures that the project outcomes will have support from a breadth of staff. However, depending on the size of the Steering Committee, it may be more effective to limit this meeting to the City Project Team and Department leaders. In either event, this meeting will be an active dialogue between the Gensler team and the City about the pros and cons of each alternative. During the meeting, we will together narrow the list of options and build consensus for a particular alternative that will ultimately form the basis of the City Facilities Master Plan.

### **4.3 CITY STEERING COMMITTEE WORKSHOP#4: OPTIONS REFINEMENT**

After presenting to the Steering Committee in Workshop #3 and incorporating any feedback, we will present the refined alternatives in a second options workshop with the City Steering Committee and Department leaders to obtain consensus on a final scenario.

## **PHASE 5: FINAL DOCUMENTATION AND IMPLEMENTATION PLANNING** 6 weeks (excluding a City review period)

### **5.1 IMPLEMENTATION PLANNING**

Gensler will develop an implementation plan that identifies the major activities associated with the alternative selected in Phase 4, including potential new buildings, renovations, relocations, and dispositions, as needed. The plans will identify the affected departments and staff, critical adjacencies, parking for staff, City vehicles, and visitors, and the suggested timing of each development activity that reflects milestone sequencing over time.

## 5.2 COST ESTIMATES

Upon selection of the appropriate options in Workshop #3, cost estimates will be developed and incorporated into the implementation plan. These costs will be escalated to the year recommended by the phasing plan.

## 5.3 EXISTING REAL ESTATE OCCUPANCY COSTS

To assist in budget development and implementation plan, we will collect and review historical data regarding real estate-related costs incurred by the city to occupy the current portfolio, including annual operating expenses and prior (or currently planned) capital expenditures. A baseline of “occupancy costs” will be developed to include utility expenses, maintenance and janitorial costs, insurance costs, replacement reserves, debt service or bond payments, for the owned facilities. The costs will be expressed in inflation-adjusted dollars relative to historical headcounts and the occupied building space (e.g., costs per workstation, per square foot as well as total costs by type of facility and department/function).

## 5.4 EVALUATE IMPLEMENTATION OPTIONS AND PREPARE AN IMPLEMENTATION PLAN

We will confer with appropriate City representatives to identify the potential for utilizing debt financing, certificates of participation, or public-private partnerships for the retrofit/rehabilitation or new construction of capital facilities. We will identify the timing and financing techniques and funding

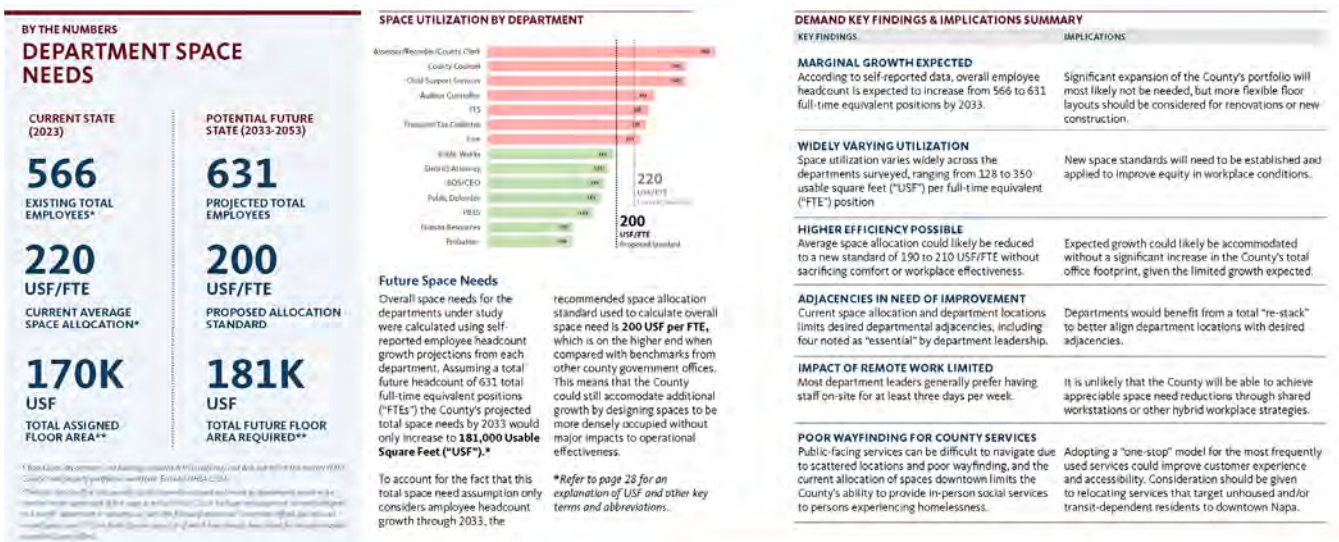
sources necessary to implement the recommended master plan alternative. The outputs of this research and evaluation and coloration will be synthesized into a draft annual budget and funding plan for the implementation of the time-phased recommended master plan alternative will feed into the identification of an annual budget and funding plan. The implementation plan will outline recommended process, strategies, tasks, and challenges and pitfalls to avoid, and issues to monitor or address.

## 5.6 CITY STEERING COMMITTEE WORKSHOP #5: IMPLEMENTATION REVIEW

We will convene a final meeting with the Steering Committee to review the final recommendations and implementation plan.

## 5.37 DRAFT CITY FACILITIES MASTER PLAN REPORT

Gensler will document the feedback from the previous Workshop #4 to develop a Draft City Facilities Master Plan Report (“Draft Report”) for the City to review. All reports prepared by our team will be delivered as an Adobe PDF file, enabling the City to produce hard copies as needed. Gensler will also deliver relevant Excel files, GIS datasets, and other documents created for this project, as requested. The report will include a discussion of all previous phases of this study, up to and including the final recommendations and implementation plan.



## 5.8 PRESENTATION TO THE CITY COUNCIL

Upon review and approval of the final master plan report, Gensler will prepare and deliver a presentation for the City Council.

## 5.9 FINAL STRATEGIC FACILITIES PLAN REPORT

After review by the City, Gensler will revise the Draft Report to include all feedback and comments and develop a Final City Facilities Master Plan (“Final Report”), which may include the following sections:

- Executive Summary,
- Project/Process Narrative,
- Planning and Development Principles,
- Existing Conditions summary,
- Program Requirements,
- Options and Recommendations,
- Development Guidelines/Criteria,
- Costs,
- Implementation Plan

## BEST PRACTICES AND LESSONS LEARNED FROM OTHER FACILITY MASTER PLANS

We have learned much in our previous engagements with many of California’s cities and counties, both large and small. Key considerations for Costa Mesa may include:

### Stakeholder Communications

It is critical that this project is supported at the highest levels of City government. We were pleased to see you are including a Management Team in the process to help ensure that our progress, findings, and recommendations are communicated effectively to the City Council. These interactions will be focused on building consensus to ensure we are developing a responsive and actionable facilities master plan.

### Remote Work and Telecommuting

Many organizations need to study new ways of working, including remote work and telecommuting to balance the lifestyles of its employees with the need to physically be in the office. Gensler is at the forefront of this workplace strategy research and

has worked with numerous public and private sector clients helping them develop “hybrid” work policies and their impact on physical space needs. Our engagement with Costa Mesa City will address this question in part through the issuance of a department staff space needs survey issued to employee that sheds a light on how effective remote work has been from the employee perspective coupled with detailed discussions with City department leadership, to understand their POV on the effectiveness of remote work. Ultimately, we will determine each department’s current and anticipated future services and work trends, collaboration needs and goals, and suitability for hybrid work and factor that into our space needs analysis.

### Data Quality

You will note in our scope that we ask for quite a bit of information at the outset of the project. This is so we can get an early read on the amount and type of data we will have access to and can plan to shore up any data gaps as the study progresses, though we are comfortable using benchmarks if actual data is not available.

### Impact of Delays

We have included a fairly robust research phase where, among other things, we survey City employees and send questionnaires to City department heads. It is rare that these surveys are returned within the allotted timeframes. The City should be aware that this can have an impact on the duration of the project., however, to mitigate the potential for delays, we have built in additional time into the schedule. Schedule delays can also occur while calendaring steering committee sessions. We recommend getting those meetings on the calendar as far in advance as possible.

Our approach and scope of services will help you address these and other important issues as they come up through an extensive engagement with City departments, an understanding of how the City delivers services, an evaluation of your existing real estate portfolio, and our own research and best practices gained from performing similar studies with other California municipalities.



# Detailed Project Schedule

Week		1	2	4	5*	6	9	10	11*	12	13	14	15*	17	18	19	20	23	26	27	28	29	30	31	
Date		12/2	12/9	12/16	12/23	12/30	1/6	1/13	1/20	1/27	2/3	2/10	2/17	2/24	3/3	3/10	3/17	3/24	3/31	4/7	4/14	4/21	4/28	5/5	
<b>Phase 1: Project Startup</b>		3 Weeks																							
	1.1	Team Organization																							
	1.2	Background Materials Collection																							
Virtual	1.3	Kick-Off Meeting																							
	1.4	Data Collection Methodology																							
In Person	1.5	Steering Committee Workshop #1 - Visioning																							
<b>Phase 2: Data Collection</b>		6 Weeks																							
	2.1.1	Facility Conditions Assessment (BVTA)																							
Optional	2.1.2	Tier 1 Seismic Assessment (Bureau Veritas) (OPTIONAL SERVICE)																							
Optional	2.2	Employee Survey (Workplace Performance Survey) (OPTIONAL SERVICE)																							
	2.3	Elected Office/Department Questionnaire Issued																							
In Person	2.4	Elected Office/Department Interviews (12)																							
In Person	2.5	Site Tours																							
<b>Phase 3: Analysis &amp; Findings</b>		6 Weeks																							
	3.1	City Demographics Projections																							
	3.2	Staffing Projections																							
	3.3	Demand & Supply Gap Analysis																							
	3.4	Research & Synthesis																							
Virtual	3.5	Steering Committee Workshop #2 - Findings Review																							
<b>Phase 4: Options Development</b>		6 Weeks																							
	4.1	Design Options Solutions (up to 3)																							
In Person	4.2	City Steering Committee Workshop #3: Options Development																							
		City Review/Comment/Approval																							
		Options Refinement Period																							
Virtual	4.3	City Steering Committee Workshop #4: Options Refinement and Consensus																							
<b>Phase 5: Final Documentation</b>		8 Weeks																							
	5.1	Implementation/Phased Guide																							
	5.2	Project Cost Estimates																							
	5.3	Financial Analysis/Occupancy Costs																							
	5.4	Financial Analysis/Funding Analysis																							
	5.5	Final Implementation Plan																							
Virtual	5.6	City Steering Committee Workshop #5: Implementation Review																							
	5.7	Draft City Facilities Master Plan Report																							
In Person	5.8	Presentation to the City Council																							
	5.9	Final Facilities Plan Report																							

**LEGEND**  
 \* Holiday week  
 ● Client meetings  
 ○ Client review (provide comments/updates/approval)

Gensler is a California Corporation, and was incorporated 1967. Our Newport Beach office opened its doors for business in 1983.

**4675 MacArthur Court  
Suite 100  
Newport Beach, CA 92660**

Our Board of Directors bridges geographic and cultural differences so that our one-firm firm can run 24/7 and leverage the full depth and breadth of our worldwide team. Directors rotate on and off the board, which allows for a constant diversity of viewpoints, engaging practice and the next generation of leaders.

<https://www.gensler.com/people/board-of-directors>



# About Gensler

At Gensler, the value of our work stems from its positive impact on the human experience. We are a dynamic and collaborative design firm uniting creativity, research, and innovation to solve complex problems for our clients. Our work challenges conventional ideas about architecture and the built environment. We aren't just designing buildings — we are reimagining cities and places that make a difference in people's lives. Our team of professionals include a panoramic range of talent and expertise: strategists, economists, technologists, planners, experience designers, analysts, researchers, and more—all working together to create thoughtful, original, and compelling solutions for today's complex and multifaceted projects that put the human experience at the center of everything we do.

Because our strategic planning and real estate portfolio teams are integrated with our design teams, we have a keen awareness of the issues, challenges, and opportunities associated with both the planning

and design of space. This broad implementation experience, as well as our focus on creativity, communication, and integrated service delivery differentiate us from other strategists.

## **Facilities Master Planning Technical Experience**

Gensler's comprehensive real estate portfolio strategy services help public and private sector organizations develop portfolios that support optimum client service delivery and changing business directions, whether they are driven by growth, consolidation, regulatory changes, or reorganization.

Our strategists leverage proprietary tools to create real estate portfolio strategies that are efficient, flexible, sustainable, and geared to drive business performance. We gather and analyze qualitative and quantitative data and develop scenarios focused on business strategy alignment and other organizational benefits.



**“THE GOVERNMENT WILL DRAMATICALLY EXPAND ITS PARTNERSHIP WITH THE PRIVATE SECTOR TO UPGRADE EXISTING FEDERAL BUILDINGS – PAYING FOR TODAY’S NEEDED RENOVATIONS WITH TOMORROW’S ENERGY SAVINGS WITHOUT REQUIRING UPFRONT TAXPAYER FUNDING.”**

—The White House, “White House Takes Action on Climate by Accelerating Energy Efficiency Projects Across Federal Government”



## Unique Capabilities

### *Civic Centered*

We deliver effective and timeless design solutions for federal, state, and local government facilities. Our projects evoke pride in public missions, create secure work environments, stimulate community investment, and conserve resources. In uncertain economic and geopolitical times, government architecture serves a dual purpose: aspirational leadership on future-facing issues such as climate action, but also practical leadership in providing the services that support civic life. Design will play an instrumental role in both arenas as leaders explore new models of public service.

*The Gensler Research Institute*

Clients who partner with Gensler receive more than just the industry’s top design talent, they also benefit from the insights, lessons, and data that Gensler has amassed through our in-house research program.

To us, all research is a design opportunity, and all design is a research opportunity. No other design firm is as ambitious or thorough as Gensler at uncovering what’s really driving design and real estate decisions across the globe. Our clients recognize the value this knowledge brings to every project knowing that together we are making the most informed strategy and design decisions possible. Research is an investment in the future. The status quo is not an option for us, or our clients. We view research as central to our ability to support our clients, lead our industry, and properly fulfill our role as global citizens and designers.

The Gensler Research Institute is a network of researchers with a singular focus: developing a deeper understanding of the connection between design, business, and the human experience. Through a combination of research grants and external partnerships, we seek insights that will help solve the world’s most pressing challenges. We are committed to unlocking new solutions and strategies that will define the future of design.

Unique among design firms, Gensler works with a cross-section of the world’s economy. This access provides us insights into the issues driving change across markets. To help businesses navigate the impact of industry trends on the built environment, our publications and thought leadership explore how design turns client challenges into competitive advantages.







### *Climate Action + Sustainability*

Climate change — and its increasingly visible threat to people’s lives and cities — continues to elicit a sense of urgency everywhere. According to insights from the Gensler Research Institute, 87% of adults in the United States have been personally impacted by extreme weather events since 2019. At the same time, only 18% of Americans believe their communities are built to withstand climate change. The disconnect between these startling percentages reveals a profound opportunity for leaders in the real estate and building sectors, given that buildings are responsible for some 40% of total global carbon emissions. We know that to bring about a more resilient future, the building industry must act now.

We are taking strategic steps to ensure our clients have access to green materials and key services while offering new research into the effects of climate change on people’s lives.

A sustainable materials standard for our projects As architects and designers, selecting more sustainable building materials is one of our most substantial opportunities for impact. Many of our greatest achievements to date have come from

exemplary projects for which sustainable materials were a key project priority. However, as the Urban Land Institute recently noted, environmentally progressive organizations have begun to increase their impact beyond individual projects by using their purchasing power to require building materials comply with their rigorous material evaluation frameworks.

As the largest design firm in the industry, we have an opportunity to leverage our size to accelerate progress. We have a responsibility to define clear, impact-based priorities for sustainable materials, and a key step in this mission is publicly sharing a minimum sustainability standard for all our projects.

The Gensler Product Sustainability (GPS) Standards™ aim to do just that by defining minimum sustainability criteria for high-volume, market-ready material categories used in our architecture and interior projects. They were developed to continually improve over time, provide clear and transparent direction to manufacturers, and align with the industry. We recognize the power of collective action and strive to use our influence responsibly by increasing demand for sustainable materials in the market.

## Subconsultants



### Bureau Veritas

#### Facilities Conditions Assessment

Bureau Veritas Technical Assessments LLC (“Bureau Veritas” or “BV”) is a professional services consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. Our team includes over 800 building professionals nationwide, including Registered Architects, Professional Engineers, Certified Energy Managers, Project Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.

Annually, Bureau Veritas conducts thousands of assessments for Multifamily, Commercial, Industrial, Government, and Educational clients. Having successfully completed billions of square feet of building assessments, we have developed a proven and efficient methodology for the performance of field assessments and data collection.

Bureau Veritas’ recommendations are based on knowledge of property conditions, life-cycle analysis, regulations, and client objectives. Bureau Veritas’ subject matter expertise and understanding of buildings, parks, and property sites forms the foundation on which we team with clients to create and implement facility and portfolio management solutions.



### KPJ Consulting

#### Cost Estimating

KPJ Consulting is an innovative consultancy firm focused on planning a course of action with relevant strategic alliances and partnerships with aligned companies. KPJ is experienced in all aspects of real estate development and capital improvements, including early planning, procurement, and close-out.

Founded in 2014, KPJ Consulting is MBE/WBE/DBE/SBE certified. KPJ has provided cost estimating services on a variety of project types, including office, hospitality, mixed-use development, temporary homeless shelter and housing, historical buildings refurbishment, retail, education, museums, zoological, and theme parks with budgets ranging in value from less than \$1 million to more than \$900 million. KPJ Consulting is exceptionally skilled in providing accurate budgets at the early programming and conceptual phases of a project when that accuracy is critical to a project’s ultimate success.

#### Team Structure and Adequate Capability

Our dedicated project team has a long-lasting history of working together, and we value our relationship with Costa Mesa. Our intention is to provide the City with the highest levels of service and delivery. Our 100+ professionals located in Newport Beach are supported by 800+ professionals as part of Gensler’s Southwest Region and give you access to a broad range of expertise and a deep bench of resources unique to our firm.

# Contra Costa County

## Comprehensive Facilities Master Plan

In the Fall of 2021, Contra Costa County engaged Gensler to develop a comprehensive facilities master plan to improve the delivery of services and utilization of facilities over a 20-year planning period.

The County covers an area of 800-square-miles with an estimated population of 1.15-million residents. The scope of the master plan spanned 110 facilities, across 1.8 million-square-feet, occupied by over four thousand County employees.

The Gensler team visited 55 facilities, surveyed all employees and department leaders, and interviewed all the department leaders included in the master plan. The team presented various phases of the master plan at two public board meetings and three meetings

with a steering committee comprised of department leaders established for the master plan. These meetings helped solicit feedback from a range of stakeholders early and often.

The Gensler team uncovered significant facility issues spanning poor distribution of facilities to low space utilization and proposed three options to remedy the issues and optimize the portfolio. The options ranged from high impact and change to low impact and change. The board and steering committee voted to implement the high impact and change option. Implementation is expected to reduce the County's portfolio by 10% and lower lease costs by 40%, while accommodating a growth of employee headcount by 18%.

## Gensler

1.8 million sq ft  
110 facilities

August 2021 -  
October 2022

### Services Provided

- Real Estate and
- Portfolio Planning
- Organizational Assessment
- Demand Forecasting
- Macro-Level Site Selection

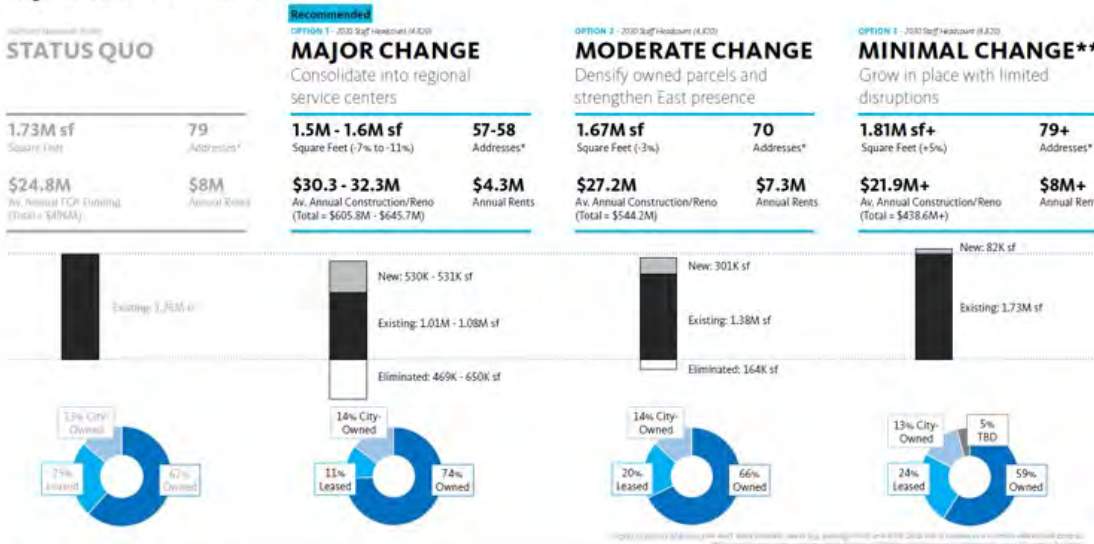
### Key Personnel Involved

- Kevin Rosenstein, Gensler
- Paul Natzke, Gensler
- Michael Adkins, Gensler
- Phillip Mathur, KPJ

### Client Contact

- Eric Angstadt  
Chief Assistant County  
Administrator  
County of Contra Costa  
(925) 655-2042  
eric.angstadt@cao.cccounty.  
us

### Options: 20-Year Vision



CAMPUS USE

**323** acres of land on Campus, including 13.4 acres of Goleta Cemetery. **500+** County employees work on site.\*

**~782,000** GSF of County real estate on Campus

County of Santa Barbara  
Calle Real Campus Master Plan

The County of Santa Barbara retained Gensler to evaluate the existing Calle Real Campus conditions, assess the projected program needs, and create a Long-Range Facilities Master Plan to guide campus growth and expansion in a thoughtful and deliberate manner over the next twenty years.

The Master Plan provides a framework for development at Calle Real over the next twenty years. It reinforces the County's mission to ensure its physical assets support the highest possible service delivery and reflect its underlying ethics. Specific goals and aspirations for the Campus, including realignment with the Renew 22 initiative, were identified through a collaborative visioning process and then distilled into a set of Planning Principles which have guided the development of the Master Plan. The Master Plan represents both the culmination of a 9-10 month planning process and the starting point for the future development of the campus into a destination where county residents, communities, employees, and regional visitors can be safe, healthy, and prosperous.

Since its purchase in 1910, County facilities have been developed ad-hoc on portions of the site, ranging in use from a health campus to juvenile and adult lock-down to emergency operations. These

facilities have provided essential services to the County; however, the campus's current overall design has not allowed it to be used to its fullest potential. A step back is required to evaluate how to use these valuable properties to best serve Santa Barbara residents. The Calle Real Master Plan addresses this urgent need to revisit the vision for Calle Real Campus.

As the County looks toward the future, it seeks to identify the highest and best use of its Calle Real campus, as well as limitations imposed by (but not limited to) geography, topography, seismic, fire and other life safety risks, cultural resources, adjacent existing land uses, operational concerns of the subject facilities, environmental and residential concerns, reuse options for the existing facilities, and County growth and development concerns particular to this site and in conjunction with public services offered at the Downtown campus.

Gensler

782,000 sq ft

August 2019 -  
March 2023

Services Provided

- Real Estate and Portfolio Strategy
- Organizational Assessment
- Demand Forecasting
- Macro-Level Site Selection

Key Personnel Involved

- Kevin Rosenstein, Gensler
- Paul Natzke, Gensler
- Phillip Mathur, KPJ

Client Contact

- Ashton Ellis  
Project Manager  
County of Santa Barbara  
(805) 568-3400  
aellis@countyofsb.org

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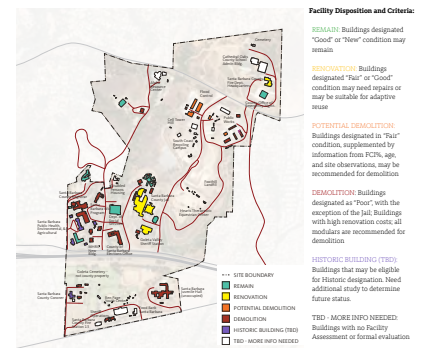
INCREASE DEVELOPABLE AREA FOR NEW AND ENHANCED WORKSPACES

Handillamit null la, sint qui consetta quod diti ornate qui ad et libram deestibus faciam quod ut et fuge. Et non aliam aut voluit vasaerem ut aut non volit adis et fugiam et quae sapientum lam ex qui te adopti aperit, aut veneto. Atquep null ut modi curatio. Et ut portem dico te coeream, aut.



Total development area = 147.73 acres  
ADDITIONAL AREA AFTER Demolition = 7.35 ACRES

Intersectur ne perit non volit volentib endagratatur mi, venisat andipae perinde consetta et dicit quae quamque venio primisquid.





## County of Napa

### Facilities Master Plan

Napa County (the “County”) hired Gensler to develop a Long-range Facilities Plan (“LRFP”) for their County’s 170,000 square feet of owned space across 5 individual buildings, including their administrative headquarters and Hall of Justice buildings. The overarching goal of the LRFP was to establish a comprehensive framework for future facility investments providing a holistic view of future space needs and a cohesive, long-term vision that can guide facility investments over the next 20 to 30 years.

To develop a deeper understanding of the County’s strategic priorities, drivers of growth, and individual department needs, Gensler facilitated a project kick-off meeting, a half-day visioning workshop with key stakeholders across all County departments, a comprehensive facility needs survey for all departments, and a series of small-group interviews with department leaders. In total, 15 departments were interviewed and surveyed, 5 properties were evaluated, 500+ employee survey responses were collected, and 3 steering committee meetings and 1 virtual townhall with 30+ community members in attendance were conducted. Gensler, in collaboration with its subconsultants, executed additional processes of data collection which included facilities condition assessments, seismic evaluations as well as real estate market analyses.

During the initial phase of the project, the County identified certain areas that needed attention, such as aging infrastructure in specific locations. The possibility of constructing a new building in downtown Napa or consolidating operations to a Southern Campus also needed evaluation. Gensler’s study further revealed that Napa County has been steadily increasing its staff for several decades but has not expanded its facilities proportionately. This has resulted in a strain on its aging facilities portfolio, affecting the County’s ability to operate and deliver services effectively.

Additionally, the study highlighted pressing concerns for other County downtown properties, such as lack of adequate parking, shortage of collaboration and training spaces, issues with security and access control measures, and current real estate market conditions that limit the potential redevelopment or sale value of County properties. The findings also revealed that there will be marginal workforce growth over the next 10 years, and with more efficient space allocations, the expected growth could likely be accommodated without a significant increase in the County’s overall office footprint.

## Gensler

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**May 2023 - April 2024**

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### Services Provided

Real Estate and  
Portfolio Planning  
Organizational Assessment  
Demand Forecasting  
Macro-Level Site Selection

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### Key Personnel Involved

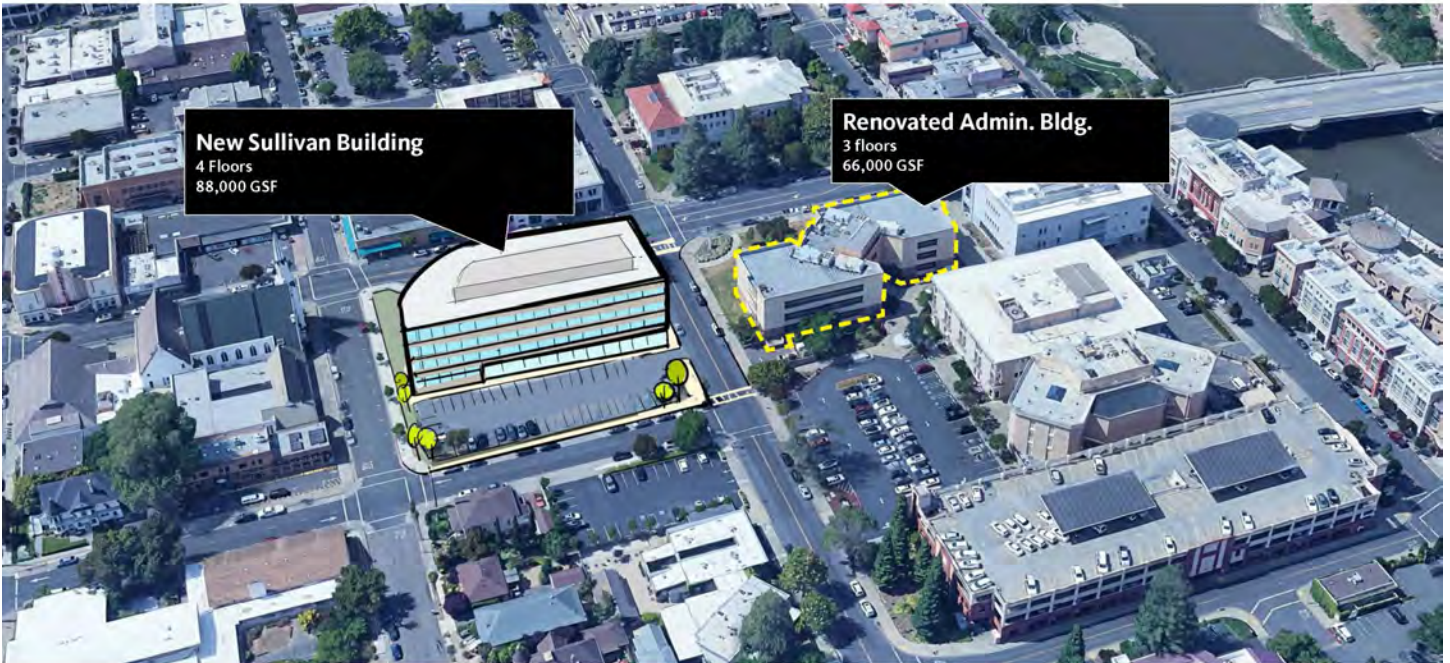
Kevin Rosenstein, Gensler  
Paul Natzke, Gensler

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### Client Contact

Steven Lederer  
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Department of Public Works  
(707) 253-4351  
steven.lederer@  
countyofnapa.org

**OPTION 1: NEW SULLIVAN BUILDING  
FINAL STATE**



**BY THE NUMBERS**

**DEPARTMENT SPACE  
NEEDS**

**CURRENT STATE  
(2023)**

**566**

EXISTING TOTAL  
EMPLOYEES\*

**220**

USF/FTE

CURRENT AVERAGE  
SPACE ALLOCATION\*

**170K**

USF

TOTAL ASSIGNED  
FLOOR AREA\*\*

**POTENTIAL FUTURE  
STATE (2033-2053)**

**631**

PROJECTED TOTAL  
EMPLOYEES

**200**

USF/FTE

PROPOSED ALLOCATION  
STANDARD

**181K**

USF

TOTAL FUTURE FLOOR  
AREA REQUIRED\*\*

\* Based upon departments and buildings included in this study only and does not reflect the entirety of the County's real property portfolio or workforce. Excludes HHSA CSOA.

\*\* Includes typical office and specialty spaces currently assigned and in-use by departments noted in the chart on the upper right of this page as well as HHSA CSOA. Excludes any spaces not currently assigned to a specific department or specialty use, with the following exceptions: Corrections offices, jail cells and related spaces, and ITS Core Radio System space (all of which have already been slated for relocation under a parallel County effort).

**SUBJECT PROPERTIES**

**5**

PRIMARY SUBJECT  
PROPERTIES

**242K** USF

TOTAL AVAILABLE  
FLOOR AREA\*

**170K** USF

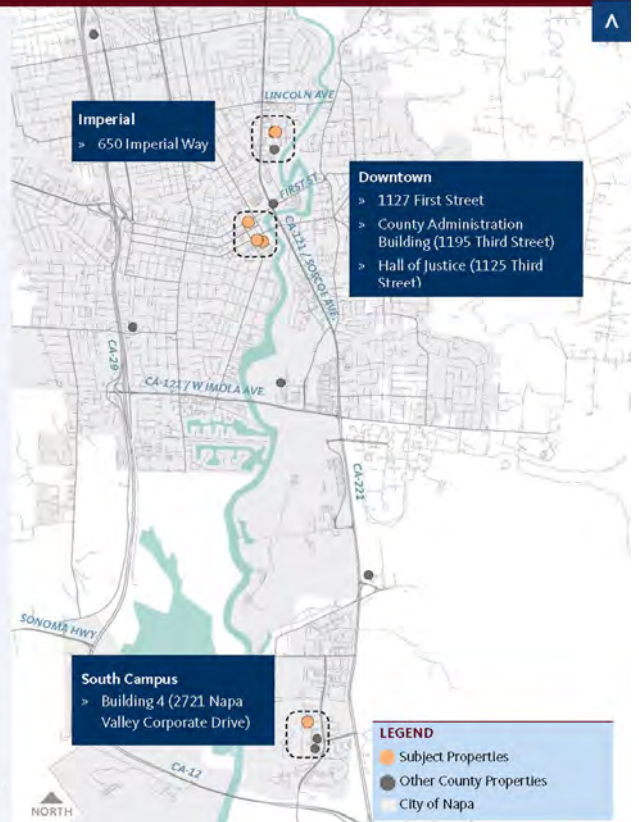
TOTAL ASSIGNED  
FLOOR AREA\*\*

**566**

TOTAL EMPLOYEES\*  
(2023)

\* Figures reflect only properties or departments included in this study and not the entirety of the County's real property portfolio or workforce.

\*\* Includes typical office and specialty spaces currently assigned and in-use by departments included in this study. Excludes any spaces not currently assigned to a specific department or specialty use, with the following exceptions: Corrections, jail, and ITS Core Radio System (all of which will be relocated under existing plans).



**DOWNTOWN PARKING FACILITIES IN USE BY COUNTY EMPLOYEES**

FACILITY	ADDRESS / LOCATION	NO. OF STALLS*
Second Street Garage	1100 2nd St.	177
Three-Hour Lot	Corner 4th St. & Coombs St.	58
Fifth Street Garage	1100 5th St.	480
Sullivan Lot	725 Coombs St.	180

\*Stall counts based upon City of Napa "Downtown Napa Public Parking" map, with exception of the Three-Hour Lot, which is based upon a visual inspection.

**3.3**

**EMPLOYEE SATISFACTION  
RATING OF PARKING**

(Mean score on scale of 1 to 5, with 5 meaning "highly effective")



# County of Los Angeles

## Civic Center Master Plan

In response to the recent convergence of issues, opportunities, and decision points related to the County of Los Angeles' downtown real estate and facilities portfolio, it became necessary to develop a long-range, strategic master plan for these Civic Center properties.

The final LRFPP recommendations include changes to improve service delivery, streamline operations, and offer a more holistic vision for County facilities. Five plan options were developed for the County's consideration with each option accommodating the future space needs of all 15 County departments involved in this study. The options varied in approach, cost, and time needed for implementation. The portfolio of recommendations included the implementation of uniform space standards, centralizing shared resources for departments such as conferencing spaces, a multi-center service center to function as a 'one-stop' model for

customers as well as exploring alternate parking solutions.

This plan was driven by the County's desire to improve service delivery and optimize operations and, where possible, provide sustainable revenue by monetizing the underlying value of parcels not needed for County use. The County engaged the Gensler team to develop options that reflected possible development scenarios related to three key County-owned properties.

The areas of investigation were focused on identifying ramifications and costs associated with developing each option, driven by department growth, service delivery, and adjacencies as a reflection of optimum work process. The County also desired to terminate as many leases as possible, consolidating these fragmented groups into their primary department facilities

## Gensler

Completed 2020

### Services Provided

- Real Estate and Portfolio Planning
- Demand Forecasting
- Economic Modeling

### Key Personnel

- Kevin Rosenstein, Gensler
- Paul Natzke, Gensler

### Client Reference

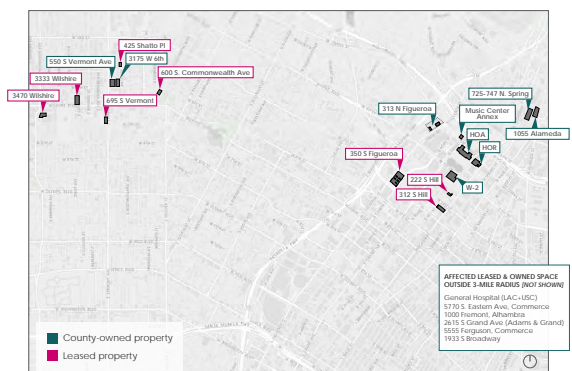
- Kelly Quinn
- CEO, Asset Management Branch
- County of Los Angeles
- (213) 974-2318
- kquinn@ceo.lacounty.gov

## Civic Center Options - Summary

Option numbering from 1 to 5 does not reflect preference of Project Team.

		RENOVATE HOA		REPLACE HOA		RELOCATE HOA
		1 - Renovate HOA, Health at 313 Fig	2 - Renovate HOA, Health at W-2	3 - New Exec HQ at HOA, New Admin Building at W-2, Health at 313 Fig	4 - New HOA, Health at 313 Fig	5 - New HOA at W-2, Health at 313 Fig
LA COUNTY OWNED ASSETS	Hall of Administration	Renovated HOA	Renovated HOA	New Exec HQ; Monetization of Northwestern Portion of HOA Parcel	New HOA; Monetization of Northwestern Portion of HOA Parcel	Monetization of Entire HOA Parcel
	Parcel W-2	Temporary Swing	Temporary Swing	Temporary Swing	Temporary Swing	Temporary Swing
		Monetization of Spec Office	Consolidated Health Agency HQ	County Admin Building	Monetization of Spec Office	New HOA Building <sup>1</sup>
	313 N Figueroa Health Admin/ Public Health	Consolidated Health Agency HQ	Monetization of Parcel	Consolidated Health Agency HQ	Consolidated Health Agency HQ	Consolidated Health Agency HQ
Hall of Records	Renovated HOR for County Office Use					
510 Vermont	Potential consolidation of Children and Family Services and Child Support Services if the Health Agency consolidation is implemented					
LEASES	7 leases totaling 360,000 RSF can be completely eliminated, yielding \$7.3 million in annual lease cost avoidance.					

Current Portfolio Under Study



# County of Santa Cruz

## Long-Range Facilities Master Plan

The County of Santa Cruz (the “County”) hired Gensler to develop a Long-Range Facilities Plan (“LRFP”) for the County’s 1.4 million square feet of owned and leased space across 159 individual buildings, including their administrative headquarters building.

The overarching goal of the LRFP was to establish a comprehensive framework for future facility investments that would directly support and align with the priorities established in the County’s 2018-2024 Strategic Plan.

To develop a deeper understanding of the County’s strategic priorities, drivers of growth, and individual department needs, Gensler began the project with a series of robust data collection activities, which included a project kick-off meeting, a half-day visioning workshop with key stakeholders across all County departments, a comprehensive facility needs survey for all departments, and a series of small-group interviews with department leaders. In total, Gensler collected 20 departmental surveys, conducted 19 department interviews, and completed 14 site tours.

Key issues that emerged from this data collection process included the desire to consolidate operations into County-owned facilities, the urgent need for housing workforce and affordable housing development across the County, and the need for more strategic placement of the County’s most used public services. In order to address the County’s shifting demographics. These and several other key themes served as the basis upon which recommendations were made.

As the County had not engaged in a holistic evaluation of its facilities strategy in several decades, the final LRFP recommendations include some major changes to improve service delivery, streamline operations, and offer a more holistic vision for County facilities.

### Gensler

1,400,000 sq ft

September 2019 - October 2020

#### Services Provided

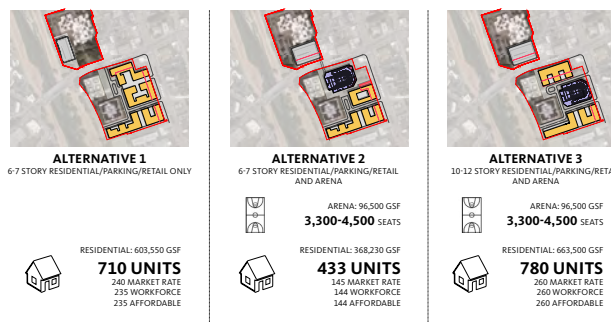
- Real Estate and Portfolio Planning
- Organizational Assessment
- Demand Forecasting
- Macro-Level Site Selection

#### Key Personnel

- Kevin Rosenstein, Gensler
- Paul Natzke, Gensler

#### Client Reference

- Travis Cary
- County of Santa Cruz
- Director of Capital Projects
- (831) 454-2339
- travis.cary
- santacruzcounty.us



**Key Personnel**

We believe there are two essential reasons for Gensler’s success. One is the quality of the work we produce and the other is the quality of our people—our staff. Ultimately, our ability to meet the project objectives will depend upon the Gensler professionals who represent us and work with you on this project.

The following team has been carefully selected with your project requirements in mind. We have assembled a team of expert strategists and designers skilled in facility planning, but it doesn’t stop there. Our team is passionate about civic and government work. We view this as an opportunity to give back to our communities, where we live, work and play. This isn’t just another project for this team, its an opportunity to help shape the future of our backyard.



**NICHOLAS ACEVEDO**  
Local Advisor

Nicholas is a critical part of the leadership team in Gensler’s Newport Beach office, the closest office to Costa Mesa. Nicholas will advocate for best practices that serve the community within the context of Costa Mesa and Southern California and lead the long-term client relationship with the City as the team’s local advisor.

**KEVIN ROSENSTEIN**  
Principal in Charge

As Principal-In-Charge, Kevin will provide leadership and oversight to the entire team, ensuring that the City’s master planning goals are being met. He will advise the core project leadership on issues and concerns related to the planning and management of the project and ensure that the project represents the firm’s best work.

**PAUL NATZKE**  
Project Director, Primary Contact

As a Strategy Studio Director and Government Practice Area Leader, Paul will work closely with the full Gensler team in his role as Project Director, bringing his 20 years of experience in leading complex municipal projects. As Costa Mesa’s Primary Contact, Paul will be the Gensler Team’s day-to-day contact and will work to ensure the optimum performance of the entire project team and the successful, on-time, on-budget completion of this project.

**MATT ANDERSON**  
Program Manager

Matt is a registered architect and brings more than 30 years of experience in assessment projects. He will partner with Mary as they evaluate Costa Mesa’s facilities. As Program Manager, Matt will assist Mary by providing QA/QC review on the data collection and reports.

**MARY VENABLE, RA, CEM, LEED AP**  
Quality Assurance Manager

Mary is a registered architect and brings more than 30 years of experience in assessment projects. She will partner with Matt in evaluating City facilities. As Quality Assurance Manager, Mary will lead Matt and BV by providing QA/QC review on the data collection and reports.

**MICHAEL ADKINS**  
Strategy Director

As Strategy Director, Michael will also utilize his expertise in strategic planning and portfolio assessment to help realize the highest and best use of the City’s portfolio. He leads large and complex accounts where with an emphasis on strategic planning and work place analysis, effectively identifying millions in potential real estate savings.

**LINDSAY HOSKINS**  
Strategist

As the team’s strategist, based in Newport Beach, Lindsay will bring her significant experience to the team as we collect and evaluate a robust set of data, engage with stakeholders, and evaluate opportunities for City service delivery and its impact on department and real estate needs.

**PHILIP MATHUR**  
Senior Cost Estimator

Philip is another of our long-standing subconsultant partners, bringing his expertise working with Gensler on many previous city and county facility master plans. Phillip’s work will be instrumental as he develops master plan-level construction cost estimates.



**Kevin Rosenstein**  
**Principal in Charge**

kevin\_rosenstein@gensler.com  
(213) 243-8841



**Kevin Rosenstein**

Principal

**Principal-in-Charge**

A global leader of Gensler’s Strategy practice, Kevin brings 25 years of diverse experience with specific expertise in organizational development, change management, and training. Kevin is passionate about helping clients successfully adapt to changes in their organization’s workplaces, culture, practices, and business strategies. Kevin’s work extends to Strategy’s core services of workplace strategy and real estate portfolio planning.

Kevin has worked on a wide range of projects from change management services for large scale facility relocation to global and site-specific workplace strategy programs for Fortune 500 companies. Solutions for each client are highly unique. In his time at Gensler, he has coupled this varied experience with the firm’s deep focus on design. This coupling has sparked a unique perspective on the role that space, facilities, and the built environment can play in supporting or creating a successful organizational transformation.

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**25 Years of Experience**

Joined Gensler 2004

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**Background**

Master of Business Administration, Dartmouth College  
Tuck School, Hanover, New Hampshire

Bachelor of Science, Biology, Stanford University  
Palo Alto, California

Former Co-Director, Corporation for National Service, Presidio Leadership  
Center

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**Selected Project Experience**

County of Los Angeles

As-Needed Master Plan and Strategic Facilities Planning  
Consulting Services, Los Angeles, CA

Civic Center Master Plan, Los Angeles, CA

Department of Public Social Services Space Facility Master Plan,  
Los Angeles, CA

Health & Human Services Multi-Agency, Family Service Center Strategy,  
Los Angeles, CA

Rancho Los Amigos Campus Planning, Downey, CA

County of Contra Costa Master Plan Services

County of Santa Barbara Calle Real Master Plan, Santa Barbara, CA

County of Santa Cruz Long Range Facilities Master Plan, Santa Cruz, CA

County of San Luis Obispo Facilities Master Plan, San Luis Obispo, CA

County of Sonoma

County Comprehensive Facilities Plan (CCFP), Santa Rosa, CA

County Junior College District Facilities Master Plan

City of Long Beach Schroeder Hall Redevelopment Plan, Long Beach, CA

The Children’s Assessment Center Facilities Master Plan, Houston, TX

California Department of Corrections and Rehabilitation,

Reentry Facility Siting Services, Sacramento, CA

California Department of Motor Vehicles, Strategic Facilities Plan

Sacramento, CA

BART Lighting Enhancement Project, Oakland, CA

Belkin Logistics Strategic Programming, Playa Vista, CA

DHS Mobile Readiness Program, Washington, D.C.

E&J Gallo, Change Management, Modesto, CA

Ericsson Change Management, Tokyo, Japan

Getty Museum, Occupancy Planning, Los Angeles, CA

GlaxoSmithKline Change Management Services, Raleigh, NC

GSA Whitepapers

The New Federal Workplace

Managing Mobility, Leveraging Place

GSA Workplace 20.20 Requirements Development Process

DOI, National Business Center, Lakewood, CO



## **Paul Natzke**

Senior Associate

### **Project Director**

Paul's work focuses on exploring how real estate and facilities can better support organizational goals and workplace performance.

Since joining Gensler, Paul has successfully led many large, complex, multi-disciplined teams in real estate and workplace strategies for private and public sector entities.

Paul's work focuses on formulating alternatives that align an organization's real estate and facilities with its business plans. He facilitates the realization of goals pertinent to constituent service delivery, staff recruitment and retention, and the creation of community within and among organizations.

## **Paul Natzke** **Project Director**

paul\_natzke@gensler.com  
(213) 327-3815

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### **27 Years of Experience**

Joined Gensler 1999

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### **Background**

Bachelor of Arts, University of California, Los Angeles, Los Angeles, California

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### **Relevant Project Experience**

County of Los Angeles

- As-Needed Master Plan and Strategic Facilities Planning

  - Consulting Services, Los Angeles, CA

- Civic Center Master Plan, Los Angeles, CA

- Department of Public Social Services Space Facility Master Plan, Los Angeles, CA

- Health & Human Services Multi-Agency, Family Service Center Strategy, Los Angeles, CA

- Rancho Los Amigos Campus Planning, Downey, CA

County of Contra Costa Master Plan Services

- County of San Luis Obispo Facilities Master Plan, San Luis Obispo, CA

County of Sonoma

- County Comprehensive Facilities Plan (CCFP), Santa Rosa, CA

- County Junior College District Facilities Master Plan

- County of Santa Barbara Calle Real Master Plan, Santa Barbara, CA

- County of Santa Cruz Long Range Facilities Master Plan, Santa Cruz, CA

- City of Sacramento, Real Estate Strategy

County of Alameda

- Real Estate Master Plan, Oakland, CA

- Social Services Agency, Alameda, CA

County of Los Angeles, Real Estate Strategy

- County of Marin, Real Estate Strategy

- County of Monterey, Real Estate Strategy

- County of Orange, Real Estate and Workplace Strategy

- County of San Bernardino, Real Estate Strategy

- Judicial Council of California, Court Facility Planning

- California Department of Corrections and Rehabilitation,

  - Reentry Facility Siting Services, Sacramento, CA

- California Department of Motor Vehicles, Strategic Facilities Plan

  - Sacramento, CA

City of Los Angeles

- Asset Management Database, Los Angeles, CA

- City Hall South Optimization Study, Los Angeles, CA

- Real Estate Strategy, Los Angeles, CA

City of Santa Monica,

- Civic Center Space Needs Assessment, Santa Monica, CA

- Workplace Strategy

**Michael Adkins, LEED Green Associate  
Strategy Director**

michael\_adkins@gensler.com  
(303) 446-3397



**Michael Adkins, LEED Green Associate**  
Senior Associate

**Strategy Director**

With more than 16 years of experience, Michael has experience delivering diverse project types for the federal, local and state governments, the United States military and private industry. His diverse experience, design training and proven leadership has positioned him uniquely to lead large and complex accounts where he has helped lead real estate and workplace projects with an emphasis on strategic planning and work place analysis. His ability to lead project teams effectively has lead to his clients identifying millions in potential real estate savings.

He is also involved in product design where he develops furniture, studies emerging resiliency issues in urban environments, and how architecture can enhance humanitarian aid.

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**20 Years of Experience**

Joined Gensler 2015

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**Background**

Pratt Institute, Master of Science, Interior Design, Brooklyn, NY  
University of Maryland Baltimore County, Bachelor of Arts, Political Science, Baltimore, MD  
Lieutenant, United States Navy, Honorable Discharge  
Security Clearance: DoD CAF Interim Top Secret

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**Selected Project Experience**

County of Los Angeles  
As-Needed Master Plan and Strategic Facilities Planning Consulting Services, Los Angeles, CA  
City of Aurora, Aurora, CO  
Municipal Campus Space Study  
Martin Luther King Junior Library  
County of Adams Facilities Master Plan, Adams County, CO  
County of Weld Facilities Master Plan, Greeley, CO  
County of Yavapai Facilities Master Plan, Prescott, AZ  
US Department of Commerce, Headquarters Workplace Utilization Washington, DC  
US Department of Defense Washington Headquarters Services  
National Capitol Region Leased Space Study  
Pentagon Office Census  
Mark Center Space Optimization  
Office of the Future  
US Department of Defense, NCR Portfolio Strategy  
US. General Services Administration CWSS  
Nuclear Regulatory Commission Program of Requirements Washington, DC  
Activision Blizzard Workplace Strategy, Santa Monica, CA  
Activision Headquarters, Santa Monica, CA  
Activision Publishing Workplace Strategy, Santa Monica, CA  
Amazon Web Services Data Center, Multiple Locations  
Blue Cross Blue Shield of Arizona Workplace, Phoenix, AZ  
NASA FCU Visioning & Programming  
Confidential US Intelligence Agency  
Equinix Denver, Denver, CO  
Global Strategic Plan, Ft Meade, MD and Worldwide 12 locations  
GSA Building 53 Renovation, Denver, CO  
Federal Aviation Administration, Nationwide IDIQ  
Bessie Coleman Conference Room  
MacCracken Conference Room  
NASA FCU Visioning & Programming  
San Diego Mesa College Master Plan, San Diego, CA  
Toyota Gardena Strategy & Concept Planning, Gardena, CA





## Lindsay Hoskins, IIDA

Associate

### Strategist

A strategist passionate about transforming spaces, experiences, and organizations by putting people at the forefront. With nearly a decade of experience, her expertise spans design, workplace strategy, change management, communications, and organizational development.

Consultative by nature, insight-driven, and design-savvy, Lindsay combines qualitative and quantitative research with creative strategies to drive behavioral change, transform work environments, and future-proof organizations. She has worked across both the private and public sectors, including federal and local government projects, where she has led large-scale initiatives and cultural transformations.

She works with clients, stakeholders, and community members to gain a deep understanding of organizational culture, goals, and operations to drive research driven decisions. Her expertise includes research methods such as surveys, observations, focus groups, workshops, and stakeholder and employee engagements, which inform impactful, forward-thinking strategies.

## Lindsay Hoskins, IIDA Strategist

lindsay\_hoskins@gensler.com  
(202) 721-6430

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### 9 Years of Experience

Joined Gensler 2017

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### Background

Bachelor of Science, Interior Design, University of Cincinnati  
Member, IIDA - International Interior Design Association  
Member, CoreNet - The Global Association for Corporate Real Estate

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### Selected Project Experience

#### **US Department of Labor WRR DC WGD 2022**

DOL Nationwide Workplace Design, Space Standards, Space Management Concepts, and Change Management Plan for DOL's Future of Work efforts

#### **Department of Veterans Affairs - COVID19 Response Support**

Supported the VA Central Office (VACO) mission of VA "returning to work" from VA's maximized telework policy in response to the pandemic

#### **Bureau of Labor Statistics (BLS)**

Led a 3-year change management strategy for a HQ move. Enhanced transparency through change champions and stakeholder engagement campaigns, 508-compliant communications, town halls, FAQ SharePoint site, and pulse surveys.

#### **DC Office of the Attorney General (OAG) - Change Management**

Comprehensive change management and workplace engagement program for employees for post-pandemic office relocation

#### **Booz Allen Hamilton**

Conducted 20+ cross-functional leadership interviews to assess culture and policy gaps. Synthesized insights into an industry benchmark study and developed global workplace guidelines to support long-term culture and strategy objectives.

#### **Community Food Bank of NJ**

Developed and facilitated a 2-day team-building workshop for 250+ employees, outlining annual goals and enhancing organizational culture.

#### **Prince George's County - Re-entry Playbook**

COVID-19 related workplace planning consulting services, to assist Client in planning for return to workplace pursuant to Client's directives.

#### **Confidential Financial Services Company**

Led change management communications for Charlotte campus relocation. Designed brand identity, newsletters, welcome guides, and a video campaign with client leaders to engage and educate 2,000+ employees on the new workplace experience.

## Nicholas Acevedo, AIA, CDT, LEED AP

### Local Advisor

nicholas\_acevedo@gensler.com

(949) 260-8597



## Nicholas Acevedo, AIA, CDT, LEED AP

Principal

### Local Advisor

Nicholas provides valuable flexibility in all phases of a project, from full service design to construction administration services. His diversity, communication, collaboration skills, and attentiveness to the client's needs, enable him to contribute to many project teams at any stage of a project, while ensuring overall project success.

Nick's expertise ranges from leading small teams with a focus on custom project elements to managing large complicated project teams with multiple stakeholders. He focuses on our client's needs while delivering thoughtfully different experiences. Nick's experience in managing multiphased complex projects with consultant teams, while maintaining client goals and creating memorable experiences that elevates all his projects.

Nick's experience includes design build delivery, detailed building tectonics, BIM project delivery, parametric modeling, facilitating the utilization of mobile devices for project delivery. Nick co-leads the Southwest region Large Project Committee to assist team throughout the firm and region for delivery of large and complex projects in all practice areas.

### 17 Years of Experience

Joined Gensler 2006

### Background

Bachelor of Architecture, Cal Poly State University, San Luis Obispo, CA

Licensed Architect, California & Utah

Construction Document Technologist (CDT)

National Council of Architecture Registration Board (NCARB)

USGBC LEED Accredited Professional

### Selected Project Experience

### Size (sq ft)

Sherman Library & Gardens, Costa Mesa, CA	25,198
City of Santa Ana, Regional Transportation Center Bike Center	2,500
OC Health Care Campus, Irvine, CA	75,000
Saddleback College ATEP Building, Tustin, CA	59,000
College of the Desert Science Building, Palm Desert, CA	15,900
Irvine Valley College Student Services, Irvine, CA	55,000
Irvine Valley College Student Union, Irvine, CA	32,500
Pacifica Christian School, Newport Beach, CA	15,000
Vanguard University Event Center & Gym, Costa Mesa, CA	60,000
Air Zealand Design Lounge Guidelines	
John Wayne Airport Expansion Project	350,000
Paradies Concession	4,200
Tenant Design Guidelines	N/A
Airline Tenant Improvement Project	60,000
Deconstruction of B1 Parking	125,000
San Francisco International Airport, Redevelopment Studies	N/A
San Jose International Airport	N/A
McClellan-Palmer Regional Airport, Carlsbad, CA	20,130
FivePoint, Great Park Integrated Master Plan, Irvine, CA	3,000 AC
Mixed Use Development	31 acres
District 4 Fitness	8 acres
Western Sector	10 acres
Caribou Industries, 3rd & Broadway, Santa Ana, CA	261,000
FivePoint, Newhall Ranch Master Planning, Santa Clarita, CA	250,000
Laguna Niguel Mixed Use Development	180,000
Bank of America Century City, Los Angeles, CA	
Tarsadia, Newport Beach, CA	17,500
PIMCO Headquarters, Newport Beach, CA	380,000
Opus Bank, Irvine, CA	2,157
Equity Office Properties	various projects
FCB Worldwide, Irvine, CA	15,000
Bank of America Office Properties, various projects	N/A
Multiple projects in CA, UT	
Karma Automotive, Corporate Sales Standard	N/A
Toyota Image USA II Facility Program	1,200 Dealerships



## MATT ANDERSON, RA

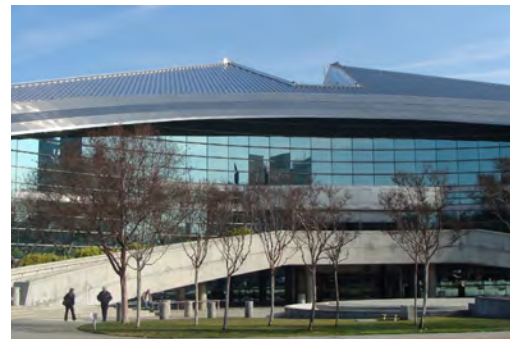
### PROGRAM MANAGER

Mr. Anderson is a registered architect with experience in the assessment and design of residential projects in addition to construction management processes and procedures. He routinely supervises teams of architects and engineers conducting property condition assessments. He also specializes in cost estimating, government programs, and an array of other services. As Program Manager, he is responsible for delivering results, and is the main point of contact for the Client throughout the project.

### PROJECT EXPERIENCE:

- City of Redwood City, CA**  
Facility Condition Assessment & Energy Audit
- City of South San Francisco, CA**  
Facility Condition Assessment
- City of Stockton, CA**  
Facility Condition Assessments
- City of Santa Clara, CA**  
Facility Condition Assessments
- City of Monterey, CA**  
Facility Condition Assessment
- City of Milpitas, CA**  
Facility Condition Assessment
- City of Fremont, CA**  
Facility Condition Assessment
- City of Palo Alto, CA**  
Facility Condition Assessment
- City of Menlo Park, CA**  
Facility Condition Assessment & Energy Audit
- City of Mill Valley, CA**  
Facility Condition Assessment
- City of St. Helena, CA**  
Facility Condition Assessment
- City of Vallejo, CA**  
Facility Condition Assessment
- Solano County, CA**  
Facility Condition Assessment
- City of Fresno, CA**  
Facility Condition Assessment
- Judicial Courts of California, CA**  
Facility Condition Assessment

### YEARS OF EXPERIENCE: 30+



#### Education

Bachelor of Architecture, California  
Polytechnic University

#### Registration

Registered Architect | CA | C15753



## MARY VENABLE, RA, CEM, LEED AP

### QUALITY ASSURANCE MANAGER

Mrs. Venable is a Registered Architect, Certified Energy Manager, and LEED Accredited Professional with 21 years of experience in the government, public housing, and K-12 Education industries. She has extensive experience with projects of similar scope for government clients. As Quality Assurance Manager, she will assist the Program Manager by providing QA/QC review on the data collection and reports.

#### PROJECT EXPERIENCE:

- City of Menlo Park, CA**  
Facility Condition Assessment & Energy Audit
- City of Redwood City, CA**  
Facility Condition Assessment & Energy Audit
- City of St. Helena, CA**  
Facility Condition Assessment
- Butte County, CA**  
Facility Condition Assessment
- City of Milpitas, CA**  
Facility Condition Assessment
- City of Fresno Fire Stations, CA**  
Facility Condition Assessment
- City of Monterey, CA**  
Facility Condition Assessment & Inventory
- City of Fairfield, CA**  
Facility Condition Assessment
- City of Glendora, CA**  
Facility Condition Assessment
- City of Cudahy, CA**  
Facility Condition Assessment, Space Utilization, Preventive Maintenance
- City of Palm Desert, CA**  
Facility Condition Assessment & Inventory
- City of Orange, CA**  
Facility Condition Assessment
- Judicial Courts of California, CA**  
Facility Condition Assessment
- Southern California Gas, CA**  
Facility Condition Assessment & Energy Audit

#### YEARS OF EXPERIENCE: 21



#### Education

Master of Architecture, University of Nevada  
Master of Arts, English, University of Virginia

#### Registration / Certification

Registered Architect | NV | 4224  
Certified Energy Manager | NV | 18462  
LEED AP | 38469  
BPA Multi-family Building Analyst | 5006070



## Philip Mathur Principal | Senior Cost Estimator

Philip is a Senior Construction Consultant for KPJ Consulting with over 34 years of experience in the construction industry. Philip’s experience includes both public and private sector clients, nationally and internationally. He has provided expertise to a variety of projects and building types in sectors.

Philip is adept at coordinating all facets of cost, managing budgets, and negotiating contracts on large- & small-scale projects. He has extensive experience with project budget control from early design concepts through construction, GMP/bid package negotiations, change order management, cash flow projection, pay application processing and risk analysis.

### Project Experience

- City of Aurora, Aurora, CO Municipal Campus Space Study
- City of San Clemente, CA, New Civic Center Options Study
- Civic Center Historic Building, Adaptive Re-Use Study, Los Angeles, CA
- County of Sonoma, CA Comprehensive County Facilities Plan
- County of San Bernardino, CA Comprehensive Master Plan
- Newport Beach City Hall, Newport Beach, CA
- Solano County Government Center, Fairfield, CA
- Los Angeles County, CA Civic Center Master Plan
- County of San Luis Obispo, CA Facilities Master Plan
- Roxbury Park Redevelopment, Beverly Hills, CA
- County of Los Angeles, CA
- Consolidated Correctional Treatment Facility Master Plan
- Long Beach Unified School District, Long Beach, CA  
Master Plan
- Metrolink Midway Yards, Los Angeles, CA
- Huntington Memorial Hospital, Pasadena CA Master Plan
- University of California Los Angeles, Los Angeles, CA



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*Position in Firm*  
Principal

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*Role on Project*  
Senior Cost Estimator

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*Length of Association/Total Years in Field*  
2+ years / 34 +years

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*Level of Education*  
Bachelor’s Degree, Quantity Surveying, Glasgow Caledonian University



## **Public Sector and Library Experience**

Gensler has experience partnering with similar sized municipalities and our public sector experience is robust. Gensler has programmed, planned, and designed facilities for public and private clients in California and throughout the United States since its inception in 1965. Select California experience is below:

### **SELECT CITY AGENCY EXPERIENCE**

**City of Los Angeles Space Optimization Study**  
**City of San Diego Civic Center Facilities Needs Assessment**  
**City of Santa Monica Office Space Needs Assessment**  
**Los Angeles Unified School District Space Needs Assessment**

### **SELECT STATE OF CALIFORNIA EXPERIENCE**

**California Community College System (various)**  
**California State University System (various)**  
**California Department of Corrections and Rehabilitation Re-Entry Facility Site Assessments**  
**California Department of Motor Vehicles Strategic Facilities Plan**  
**Judicial Council of California Court Facility Plans**  
**University of California System (various)**

### **SELECT COUNTY EXPERIENCE**

**County of Alameda (various)**  
**County of Contra Costa Facilities Master Plan**  
**County of Los Angeles (various)**  
**County of Napa Facilities Master Plan**  
**County of Marin Facilities Master Plan**  
**County of Monterey Facilities Master Plan**  
**County of Orange Facilities Master Plan**  
**County of San Bernardino Master Space Plan**  
**County of San Luis Obispo Facilities Conceptual Plan**  
**County of Santa Barbara Calle Real Master Plan**  
**County of Santa Clara Strategic Facilities Master Plan**  
**County of Santa Cruz Facilities Master Plan**  
**County of Sonoma Comprehensive County Facilities Plan**  
**County of Santa Barbara Calle Real Master Plan**  
**County of Santa Cruz Long Range Facilities Plan**  
**County of Stanislaus County Center II Site Assessment**

## Financial Capability

Due to confidentiality, Gensler's Firmwide Finance Manager, Phoebe Li, has sent Buyer, Stephanie Urueta of the City of Costa Mesa, Gensler's audited financials from the past three years via email to allow an evaluation of our strong financial capabilities.



Gensler remains financially strong and debt-free as a result of sound management practices, solid business acumen, and a diverse portfolio of work. This allows us to deliver consistent service while also investing in our

innovation platform by supporting research, talent development, and design technology. We're operating globally across 55 locations, with total revenues for the year exceeding \$1 billion (USD) for the eighth year in a row.

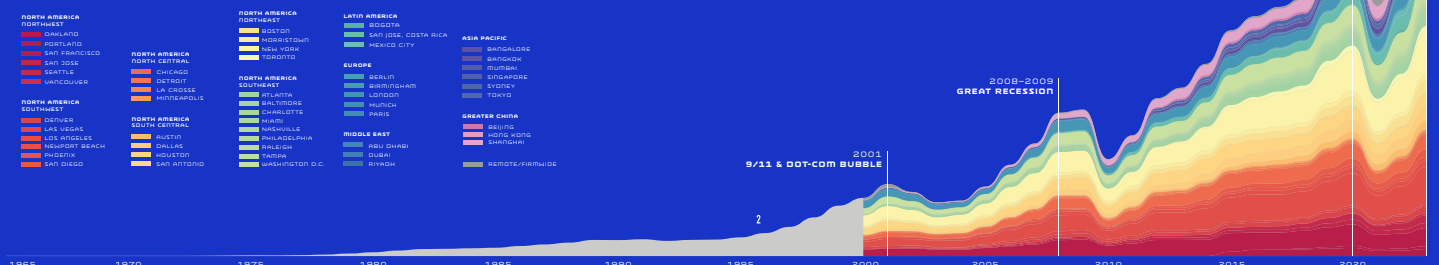


# A commitment to innovation and diversity is at the heart of our tremendous growth.

**\$55.5M**

TOTAL CONTRIBUTIONS  
Contributions to U.S. and international retirement plans (USD).

**\$1.84B**



## Disclosure

To the best of our knowledge, Gensler does not have any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

## Sample Professional Service Agreement

### Sample Professional Service Agreement

We have done a preliminary review of the proposed agreement. While there are a few revisions that Gensler would like to discuss, the agreement provides a very reasonable basis for negotiation.

#### 6.9: Indemnification and Hold Harmless:

The indemnity and defense requirement included is applicable to general liability claims. However, professional services and the insurance that covers them functions differently. Thus, we request an addition to this term that clarifies that for professional liability claims, Consultant shall not be required to provide an up-front defense, rather Consultant's defense obligations shall be to reimburse for defense costs incurred in proportion to Consultant's negligence.

#### 6.13: Ownership of Documents:

If Gensler is required to transfer ownership of the work product to the City, we request revision of this term to reflect that transfer is conditioned upon payment for the work product and excludes any of Gensler's pre-existing intellectual property, including design details and standard specifications.



RFP25.03.C06263



**VENDOR APPLICATION FORM  
FOR  
RFP No. 25-03 FACILITIES MASTER PLAN**

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: M. Arthur Gensler, Jr. & Associates, Inc.

Contact Person for Agreement: Kevin Rosenstein

Title: Principal E-Mail Address: kevin\_rosenstein@gensler.com

Business Telephone: (213) 243-8841 Business Fax: n/a

Corporate Mailing Address: 4675 MacArthur Court, Suite 100

City, State and Zip Code: Newport Beach, CA 92660

Contact Person for Proposals: Nicholas Acevedo, AIA, CDT, LEED AP

Title: Principal, Local Advisor E-Mail Address: nicholas\_acevedo@gensler.com

Business Telephone: (949) 260-8597 Business Fax: n/a

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

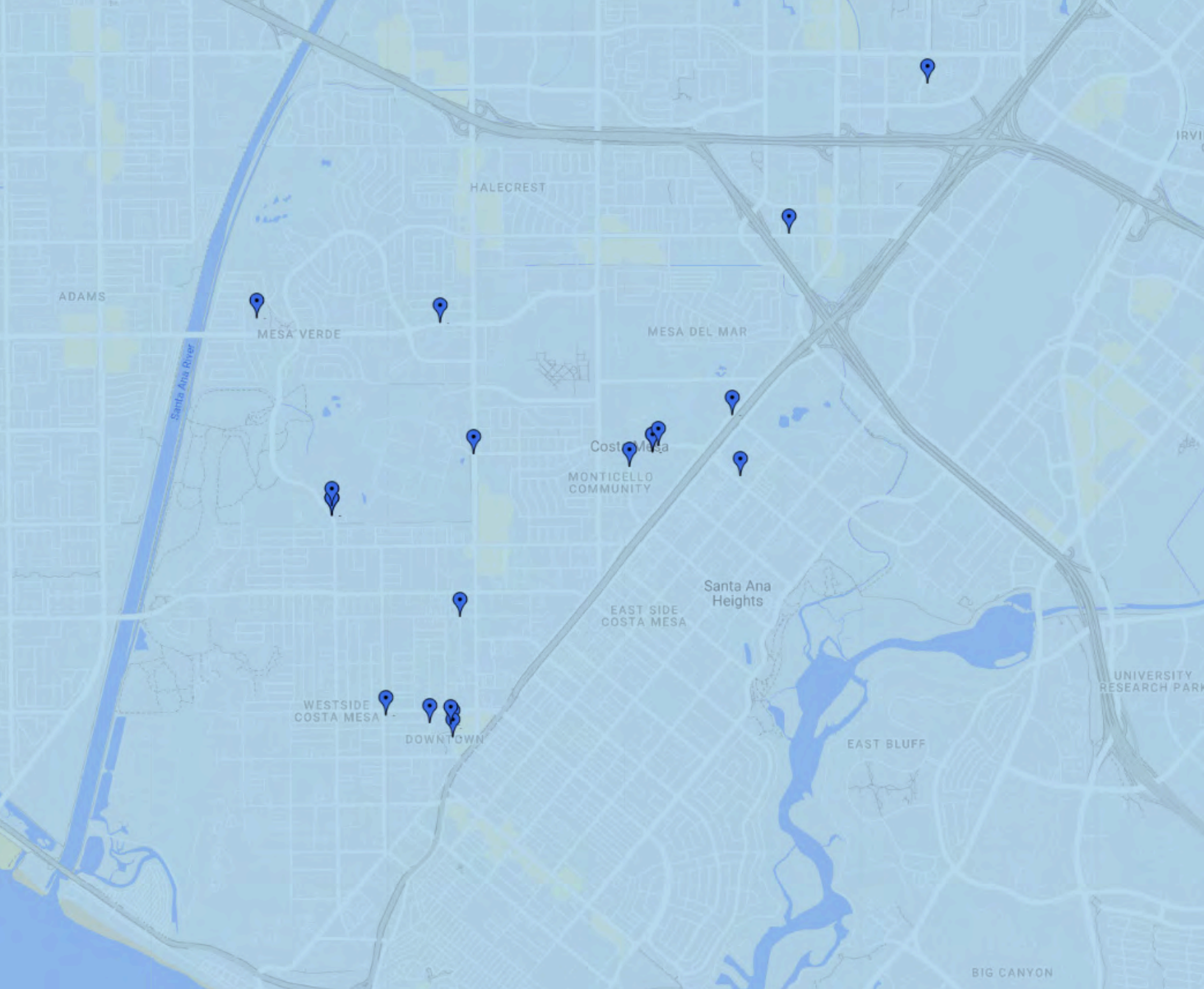
CORPORATION  LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL  SOLE PROPRIETORSHIP

PARTNERSHIP  UNINCORPORATED ASSOCIATION

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





COST PROPOSAL

**Gensler**



# Facilities Master Plan

Response to Request for Proposal (RFP)

August 14, 2024

4675 MacArthur Court  
Suite 100  
Newport Beach CA 92660  
Tel 949.863.9434

**Gensler**

August 14, 2024

Stephanie Urueta  
Buyer  
City of Costa Mesa

**Subject:** Response to Request for Proposal (RFP No. 25-03) for the  
City of Costa Mesa Facilities Master Plan: COST PROPOSAL

Dear Stephanie:

Please find Gensler's Cost Proposal enclosed as a separate file to accompany our Technical Proposal in direct response to the Request for Proposal. Gensler's hourly rates of our proposed key personnel are below and on the following page.

**Proposed Key Personnel Hourly Rates**

<b>Kevin Rosenstein</b> , Principal in Charge	\$350
<b>Paul Natzke</b> , Project Director	\$300
<b>Michael Adkins</b> , Strategy Director	\$250
<b>Lindsay Hoskins</b> , Strategist	\$150

Sincerely,



**Kevin Rosenstein**  
Principal  
(213) 243-8841  
kevin\_rosenstein@gensler.com



**Paul Natzke**  
Project Director  
(213) 243-8841  
paul\_natzke@gensler.com

# Cost Proposal

Gensler's proposals shall be valid for 180 days following this submission, dated November 6, 2024.

## Gensler

Key Personnel		Billing Rate	* Team travel week																						
Kevin Rosenstein	Principal in Charge	\$ 350.00	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
Paul Natzke	Project Director	\$ 300.00	4	8	4	4	4	8	4	4	4	4	4	4	4	4	4	4	8	4	4	4	8		
Michael Adkins	Strategy Director	\$ 250.00	8	8	12	12	12	24	12	12	12	12	12	16	12	12	16	16	16	12	12	16	16		
Lindsay Hoskins	Strategist	\$ 150.00	20	20	16	20	20	24	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20		
		\$ 150.00																							
		\$ 182.00																							
		\$ 175.00																							
Total Hours			34	38	34	38	38	58	38	38	38	38	38	42	38	38	42	42	46	38	38	42	46		
Total Fee			\$6,900.00	\$8,100.00	\$7,300.00	\$7,900.00	\$7,900.00	\$12,700.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$8,900.00	\$7,900.00	\$7,900.00	\$8,900.00	\$8,900.00	\$10,100.00	\$7,900.00	\$7,900.00	\$8,900.00	\$8,900.00	\$10,100.00	\$10,100.00

	Gensler Fees	Travel Expenses	TOTAL FEES BY PHASE	Phase
	\$15,000.00	\$2,016.00	\$16,123.00	PHASE 1
	\$35,800.00	\$0.00	\$37,816.00	PHASE 2
	\$48,400.00	\$0.00	\$48,400.00	PHASE 3
	\$43,700.00	\$1,123.00	\$44,823.00	PHASE 4
	\$53,800.00	\$1,123.00	\$54,923.00	PHASE 5



**KEVIN ROSENSTEIN**  
Principal in Charge



**PAUL NATZKE**  
Project Director,  
Main Point of Contact



**MICHAEL ADKINS**  
LEED GA  
Strategy Director



**LINDSAY HOSKINS**  
IIDA  
Strategist



**NICK ACEVEDO**  
AIA, LEED AP, CDT  
Local Advisor

Prime Consultant	
Gensler Total	\$196,700.00
Subconsultant	
Bureau Veritas Total	\$ 76,447.00
KPJ Consulting Total	\$ 16,000.00
Labor Total	\$289,147.00
Reimbursable Expenses	\$5,923.50
Contingency (5%)	\$ 4,622.35
<b>TOTAL PROJECT FEE</b>	<b>\$299,692.85</b>

Optional Services	
Tier 1 Siesmic Option	\$ 188,000.00
Employee Workplace Performance Index (WPI) Survey	\$ 10,000.00

Key Personnel	Billing Rate	Project Fee by Key Personnel	Total Hours	
Kevin Rosenstein	Principal in Charge	\$ 350.00	\$ 16,100.00	16142
Paul Natzke	Project Director	\$ 300.00	\$ 33,600.00	33700
Michael Adkins	Strategy Director	\$ 250.00	\$ 78,000.00	78296
Lindsay Hoskins	Strategist	\$ 150.00	\$ 69,000.00	69420