CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
COMMUNITY WORKS DESIGN GROUP, LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 16th day of January, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and COMMUNITY WORKS DESIGN GROUP, LLC, a California limited liability company ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide engineering design services for expansion of Shalimar Park, 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 rates set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Hundred Fifty-Eight Thousand Nine Hundred Seventy Dollars ($ 158,970.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. 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 until

January 15, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) 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) 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."

(c) 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.

(d) 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:

Community Works Design Group, LLC
7111 Indiana Avenue, Suite 300
Riverside, CA 92504

Tel: (951) 369- 0700
Attn: Scott Rice

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Tel: (714) 754- 5324
Attn: Irina Gurovich

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents

furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective

permitted successors and assigns.

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

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

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement 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.

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

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

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

6.29. Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the

U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

[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

_____ Date: _____
Scott Rice
President

CITY OF COSTA MESA

_____ Date: _____
Lori Ann Farrell Harrison
City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Irina Gurovich
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Raja Sethuraman
Public Works Director

APPROVED AS TO PURCHASING:

_____ Date: _____
Carol Molina
Finance Director

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL

FOR

ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA
RFP NO. 23-08D

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Released on September 5, 2023

REQUEST FOR PROPOSAL
FOR
ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF SHALIMAR PARK

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for engineering design services for the Public Works Department. 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 schedule for the design phase is anticipated to be six months; however, the term is expected to be for 2 years with 2, 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.

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 South Coast Plaza, 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).** The City's Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Public Works 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 Public Works 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:

RFP Issued	**September 5, 2023**
None Mandatory Job-Walk Meeting	**September 25, 2023 at 11:00 a.m.**
Deadline for Written Questions	**October 4, 2023**
Proposal Received by City	**October 12, 2023 at 2:00 p.m.**
Contract Approval	**January 2024**

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

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A**, **Scope of Services**, 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 shall identify key project staff including sub-consultants that must have at least five (5) years of prior experience on similar types of projects. All Consultants responding to this Request for Proposals (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project, and responsiveness to the needs and concerns of the City of Costa Mesa and its residents.
   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.

4. 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 and a staffing plan identifying responsibilities of personnel on this project and experience on other recent similar projects.

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 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits 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 Services**, **Appendix A** of this RFP.

- **Project Approach & Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:

    1. Descibes familiarity of project and demonstrates understanding of work and project objectives moving forward.

    2. Identifies the project's potential issues and response to them.

- **Qualifications, Organization & Key Staff Experience**: Describe the qualifications and experience of the organization or entity performing services/projects within the past five (5) 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. Proposes adequate and appropriate disciplines of project team.

    3. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.

    4. Overall organization of the team is relevant to City of Costa Mesa needs.

    5. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.

    6. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.

    7. Proposer has a system or process for managing cost and budget.

- **Scope of Services to be Provided:**

1. Proposed scope of services is appropriate for phases of the work.

2. Scope address all known project needs and appears achievable in the timeframes set forth in the project schedule.

3. Deliverables are appropriate to schedule and addresses all items in the scope set forth in the above requirements.

- **Experience & Record of Success on Similar Projects:**

  1. Proposer has completed similar types of projects and worked consecutively through the design stages from preliminary design to final design.

- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.

- **Fee Schedule:** Provide a fee schedule/pricing information for the project as referenced in **Appendix B, Fee Schedule**. Proposals shall be valid for a minimum of 180 days following submission. All Proposers are required to use **Appendix B, Fee Schedule** and submit in a **separate file**.

- **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.**

- **Professional Services Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix C,** 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 D** 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. Fee Schedule shall be submitted in a **separate** file containing the following:

  - ✓ Cover letter stating the total not to exceed cost.

- **Forms to Accompany Proposal:** **Appendix D** forms shall be attached at the end of the Proposal with the exception of the Fee Schedule 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 no later than **2:00 p.m. (P.D.T) on October 12, 2022**. 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 4, 2023 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 PlanetBids. 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 Umber & 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, Scope, & Methodology ------- 20%**

2. **Qualifications, Organization & Key Staff Experience------- 40%**

3. **Experience and Record of Success on Similar Projects --- 30%**

4. **Cost Effectiveness ---- 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. <u>Interviews, Reference Checks, Revised Proposals, Discussions:</u> 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 **October 30, 2023**. This date is subject to change. The individual(s) from 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 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 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. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

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 D** 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 D**.

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 C** 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 D**.

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 to Planetbids. Proposers should check this web page daily for new information.

APPENDIX A

SCOPE OF WORK

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE DESIGN OF THE EXPANSION OF SHALIMAR PARK (782 SHALIMAR DRIVE, COSTA MESA)

I. INTRODUCTION

Shalimar Park is a small pocket park located at 782 Shalimar Drive. The existing park of approximately 0.18 acres, currently includes a playground featuring elements for 2-12 year old children, seating area and benches a concrete open area towards the rear of the park.

The City desires to retain the services of a highly-qualified firm with a specialty in park development to provide design services for improvements and expansion of Shalimar Park. The park can be expanded by narrowing Shalimar Street to approximately 24-feet to accommodate for two-way traffic and incorporating the additional space in the park. In addition, there could be opportunities to all play elements to the adjacent street cul-de-sac.

In addition, the preliminary park design options were discussed with the City's Parks and Recreation Commission at their meeting of August 10, 2023. The recording of the meeting is available on City website.

The selected Consultant team must possess a strong background in urban park planning and design. It is anticipated that the Consultant will be responsible for hosting community meetings, preparing conceptual and schematic designs based on the preliminary renderings, preparing budget level estimates, and conducting public presentations. Following selection of project concept, the consultant will prepare final design plan and specifications for the project and be available for construction support.

A. General Goals:

The City of Costa Mesa desires to retain the services of a consultant to plan and design the expansion of Shalimar Park.

The goals for the project are as follows:

1. Evaluate the park in order to determine exciting and innovative play elements for the expansion.
2. Conduct public workshops, progress meetings with stakeholders, and presentations to the Parks and Community Services Commission and City Council.
3. Develop the project in partnership local residents, and various City departments.
4. Develop all schematic designs for the expansion, including:
    - New play elements
    - Features such as picnic shelter, seating areas
    - Enhanced landscaping protecting as many mature trees as possible
    - A state-of-the-art lighting system
    - Fencing improvements

The selected consultant will be responsible for the completion of the final design of Shalimar Park expansion, including the processing of all required permits.

B. Minimum Consultant Qualifications:

The Consultant shall identify key project staff including sub-consultants that must have at least five (5) years of prior experience on similar types of projects. All Consultants responding to this Request for Proposals (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project, and responsiveness to the needs and concerns of the City of Costa Mesa and its residents.

II. CONTENT OF PROPOSAL

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

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

B. A project team organization chart, identifying those who will perform the work, and a brief resume of each team member (including a list of similar type projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main consultant.

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

D. A proposed schedule indicating stages of work, timeframes, and ability to perform the required services in a timely manner with a construction start date of June 2024.

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

1. Cover letter stating the total lump sum fee.

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

A None – Mandatory pre-proposal meeting and walk-through will be held on September 25, 2023, 11:00 a.m. at Shalimar Park located at 782 Shalimar Drive. All prospective bidders are strongly encouraged to attend this meeting. <u>All prospective bidders are strongly encouraged to attend this meeting.</u>

III. CONSULTANT SELECTION COMMITTEE

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

A. Produce a well-engineered set of plans, specifications and estimates (PS&E) that will result in a minimum number of construction contract change orders.

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

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

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

IV. ESTABLISHMENT OF FEES

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

Fee submitted shall include presentations at three community outreach meetings, one presentation to the Parks and Community Services Commission, one presentation to the Planning Commission, and one presentation to the City Council. These presentations may be outside of normal business hours and/or on weekends.

Consultant shall include an allowance line item in the fee proposal in the amount of **$10,000** for reimbursable expenses such as exhibits requested for community presentations and any utility agency fees. In addition, the consultant is requested to include an amount of **$10,000** in the fee schedule for the Design of Shalimar Park Expansion as a contingency to be used only as directed in writing by the City's Project Manager.

V. PROFESSIONAL SERVICES AGREEMENT

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

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

VI. INSURANCE REQUIREMENTS

A Certificate of Insurance is enclosed for your reference (Exhibit D). Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive, worker's

compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

VII. SCOPE OF CONSULTANT SERVICES

The scope of the work includes developing preliminary 3D concepts, conducting public workshops, coordinating with the community, making presentations to Commissions and the City Council, and completing the final design for the selected concept. The work also includes identifying and designing supporting/ancillary facilities such as viewing areas, covered picnic shelters and bleachers, parking lot, etc.

A. Project Analysis and Review:

The Consultant will evaluate existing conditions, research existing City plans and records, perform field review and investigations, meet with City staff to define the detailed project scope and objectives (minimum four meetings), and ultimately implement the General Goals identified for this project. The Consultant will meet periodically with City staff and other advisory groups for appropriate guidance and coordination and determine the appropriate courses of action for obtaining feedback from the community. The Consultant will be required to conduct two community outreach meetings, and in addition, make public presentations before the Parks and Community Services Commission and the City Council. The Consultant shall take notes during the public presentations and workshop meetings and prepare meeting minutes that shall be submitted to City staff for approval within one week after the meeting.

B. Utility Investigation/Coordination:

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

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

The consultant shall obtain approval in writing from utility companies for any necessary utility work and clearance. The consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures."

The consultant shall submit all utility correspondences to the City.

B. Survey:

The Consultant shall plot the project schematic design conducting aerials and topographic surveys to provide the necessary information to complete the schematic design for the project.

The consultant shall plot the project design survey referencing all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on the

drawings; provide centerline bearings with the basis of bearing referenced to a bearing on a latest recorded tract or parcel map nearest to the proposed site; and provide stations that shall be based upon and begun at nearest existing street centerline stations.

The consultant shall provide the following minimum survey information:

1. Obtain permission from all the landowners where topographic surveying is needed.

2. Perform a topographic survey and prepare a base map. The base map shall identify existing structures, utilities, roadways, trails, trees, etc., and other existing improvements within the project limits.

3. Provide typical cross-sections with existing elevations.

4. Show property lines and address numbers (50% screened), including City and County boundaries.

5. Show contour lines within the limits of the work and to 100-feet (minimum) beyond the grading limits to establish existing drainage patterns.

6. Attention to detail is essential. All existing improvements and features must be described and detailed on the plans.

Deliverables:

1. Progress prints and final survey plan, stamped by a licensed surveyor.

2. CD containing all pertinent electronic files (ACAD files including cross references and fonts, survey data, etc.)

C. Plans (Schematic Design Phase):

1. Prepare initial 3D concept plans based on staff meetings and surveys for use in public workshops and meetings with stakeholders. Direction will be given at these meetings to finalize one recommended concept plan and one alternate concept plan prior to the scheduled public presentations (Parks and Community Service Commission, Planning Commission, and City Council).

2. Final concept plans must show the following levels of detail:

- Site plan showing the entire park
- Layout of the proposed park features
- Details (sections, plan and profile, materials, etc.) of Individual elements (playground equipment, picnic shelter, landscaping fencing options, etc.)
- 3-D (or Isometric) color renderings of proposed park and elements

3. Prepare preliminary construction cost estimates for the options being presented.

D. Geotechnical Investigation:

The selected consultant will be required to conduct all the necessary geotechnical investigations to completely design the project.

E. Electrical Engineering Services:

The design of the new safety lighting systems will require the services of a licensed electrical engineer who must coordinate the work and obtain permits from Southern California Edison and the City's Building Division.

F. Plans:

i. The consultant shall prepare construction drawings containing title sheet, general note sheet, plan sheets, typical cross section sheets, and detail sheets for the project. The title sheet shall contain a vicinity map and location map for the project.

ii. The consultant shall plot typical cross sections illustrating existing and proposed conditions. The typical cross sections shall include existing and proposed elevations, stations, percent cross slopes, labeling, other information as outlined in the above Design Survey Section, and other required information.

iii. The consultant shall plot existing improvements in broken or screened lines and place existing elevations in parenthesis.

iv. The consultant shall incorporate the following minimum information on plan views: ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, storm channels, fences, trees, plants, grass, walkways, pull boxes, and sprinkler systems).

G. Specifications:

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

H. Quantity and Cost Estimates:

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

I. Construction Documents:

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

All construction drawings shall be provided to the City in both hard copy and electronic format.

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

J. Project Document Submittal and Plan Information:

i. Project Initialization and General Requirements:

a. Develop Project Schedule and Staffing Requirements.

b. Locate electrical and irrigation POC's and initiate contact with the respective owners.

c. Submit Monthly Progress Reports to the City.

d. Participate in Periodic Meetings with City staff.

e. Provide presentation to Parks and Recreation Commission outside of normal business hours

f. Host neighborhood community meeting outside of normal business hours

g. Provide three-dimensional computer renderings of proposed improvements at 30%, 60%, 90% and 100% completion.

h. All required City-issued permits will be provided for free of charge for the design and construction of the project.

i. Any other permits required for the project shall be obtained by the CONSULTANT. City will pay any fees to the respective agencies.

j. Areas disturbed during the design and construction phases of this project must be restored to pre-existing conditions according to the City's requirements.

k. Fieldwork will be conducted Monday through Friday from 7:00 a.m. to 5:00 p.m. or as authorized by the City. The City shall be made aware of work conducted outside of normal hours prior to commencement of said work. No work will be conducted outside of normal hours without City approval.

l. Ensure that the project is designed and engineered to provide and maintain positive drainage flow.

m. Ensure that standing/stagnant water is avoided due to vector concerns.

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

a. Conduct all topographic and property surveys and combine with available topographic surveys to create of base maps for the project.

b. Conduct all geotechnical investigations necessary for the construction of the project.

c. The selected CONSULTANT shall review field conditions with respect to storm drain maps and irrigation plans provided by the City and report any configuration errors or inconsistencies to the City for clarification or correction.

d. Prepare Base Maps, Rough Grading Plan, proposed landscape, hardscape, irrigation and electrical improvements, including color renderings of the proposed park features and surfacing.

e. This submittal must include all the proposed improvements, construction notes and as many details as possible.

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

a. CONSULTANT shall address any comments from the City or other agencies generated from the 70% submittal.

b. Based on the input received from the previous submittal, complete the design and prepare final PS&E's.

c. Submit construction documents to the City of Costa Mesa Building Division and to other agencies and utility companies for review and to obtain preliminary approvals.

d. Submit draft Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP) in compliance with local, state and federal requirements.

iv. Preliminary Engineering – Final PS&E's:

a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.

b. Submit final set of PS&E's (printed and electronic formats) complete with the necessary instructions and details to carry out the work in accordance with the approved construction phasing. The final set of plans shall be printed and submitted electronically with each sheet stamped and signed.

c. Submit final construction permits and approvals from City Departments, other agencies, and utility companies.

d. Submit final SWPPP and WQMP.

v. Deliverables:

The CONSULTANT shall provide the City with the following:

a. For progress plan check submittals, in addition to the printed copies submitted for this phase, all plans and reports must also be submitted in electronic format (e.g. AutoCAD,

Microsoft Word, Microsoft Excel).

b. For the final construction and environmental documents, and supporting calculations, in addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).

c. Approved permits.

K. Construction Support Services:

1. Respond to all Contractor Requests for Information
2. Review all Contractor Submittals
3. Attend weekly construction in-person progress meetings
4. Review and advise on any construction change order requests
5. Perform punch walk at the end of construction.

VIII. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for the following:

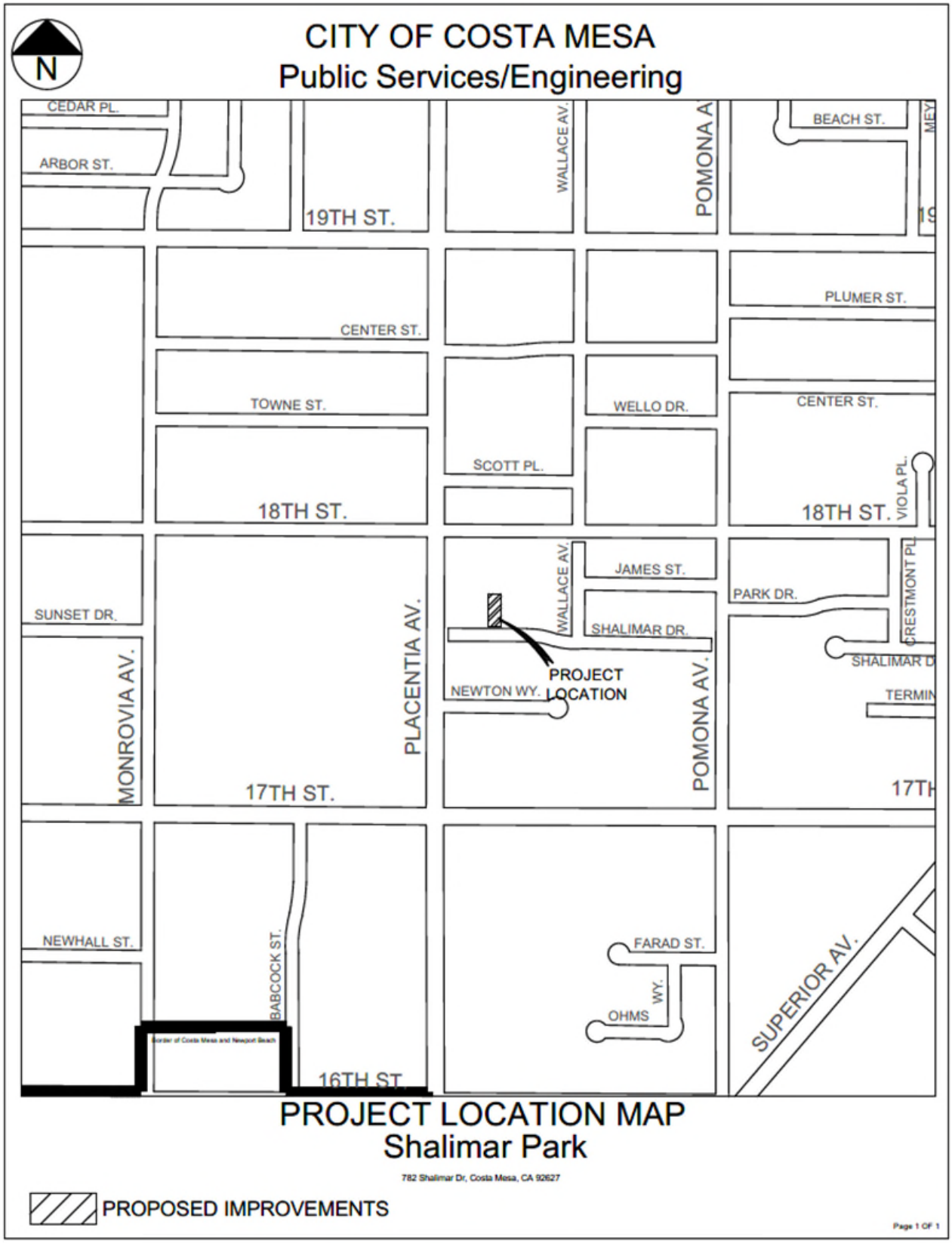
a. Providing all available system maps, existing hardcopy plans, reports and records on file with the City.
b. A primary contact/project manager and staff liaison for the project.
c. The City will assist and distribute submittals internally to various departments for review for plan check.
d. Publicity for all scheduled public meetings, including printing and signage, social media channels, website updates, and other communication channels as necessary.
e. Access to all necessary facilities, including meeting rooms as necessary.

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

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

EXHIBIT 1

PROJECT VICINITY MAP



APPENDIX B

FEE SCHEDULE

The professional services contract will not be awarded based upon competitive bidding. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to exceed amount for the project. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees.

It is requested that the fee, including all meetings, reproduction, materials, mailings, and associated project expenses

NOTE: All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City upon completion of design. Five percent (5%) of the total contract fee will be withheld until the final PS&E, Resident Engineers File, and all project documents are submitted in acceptable form to the City.

SCHEDULE: The City anticipates a schedule of six **(6) months** to complete the scope of work for the project design.

APPENDIX C

SAMPLE
PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH

_____

THIS AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of corporation] ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars ($ _____.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

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

IF TO CONSULTANT:	IF TO CITY:
_____	City of Costa Mesa
_____	77 Fair Drive
_____	Costa Mesa, CA 92626
Tel: _____	Tel: (714) 754-
Fax: _____	Fax: (714) 754-
Attn: _____	Attn: _____

Provide courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

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

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

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all

business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.)

and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub-consultants 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 sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this

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

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

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

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the

remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
[Mayor or City Manager]

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____
Department Director

APPROVED AS TO PURCHASING:

_____ Date: _____
Finance Director

APPENDIX D
FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution

VENDOR APPLICATION FORM
FOR
RFP No. 23-08 ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF SHALIMAR PARK

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code:_____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

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

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

Names	Title	Phone
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-08D FOR ENGNEERING DESIGN SERVICES FOR SHALIMAR PARK EXPANSION PROJECT** at any time after **September 5, 2023.**

_____ **Date**: _____
Signature

_____
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **September 5, 2023** with a City Councilmember concerning **RFP No. 23-08D FOR ENGNEERING DESIGN SERVICES FOR SHALIMAR PARK EXPANSION PROJECT**. A copy of all such communications is attached to this form for public distribution.

_____ **Date**: _____
Signature

_____
Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number: Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes ___No

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

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number: Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number: Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number: Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:
Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:
Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:
Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:
Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than $249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of $250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____

Bidder/Applicant/Proposer

_____

Date

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: **SEPTEMBER 26, 2023**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: ADDENDUM NO. 1 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA, CA

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to Irina.Gurovich@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

NON-MANDATORY JOB WALK	**11:00 A.M., SEPTEMBER 25, 2023**	**COMPLETED**
NON -MANDATORY JOB WALK LOCATION	**782 SHALIMAR DRIVE, COSTA MESA**	**COMPLETED**
DEADLINE TO SUBMIT QUESTIONS	**OCTOBER 4, 2023**	**NO CHANGE**
PROPOSAL DUE DATE	**2:00 P.M., OCTOBER 12, 2023**	**NO CHANGE**

REQUIREMENTS FOR PROPOSALS:

The three (3) copies of the proposal and three (3) copies of the fee proposal shall be mailed to the City and one (1) PDF file format of the proposal and one (1) PDF file format of the fee schedule shall be submitted online through the PlanetBids website.

CLARIFICATIONS TO REQUEST FOR PROPOSALS:

1. The City used the services of Pat West, LLC and City Fabrick to conduct several community outreach meetings for the Shalimar Park Expansion Project. The results of the outreach and preliminary renderings of park options are included in Attachment 1 of this Addendum.

2. The preliminary park design options were discussed with the City's Parks and Recreation Commission at their meeting of August 10, 2023. Please follow the link below to access the recording of the meeting:

https://costamesa.granicus.com/player/clip/4023?view_id=14&redirect=true&h=3d33e5997853f0252f04b78227d2140e

3. The sign-in attendance sheet from the job-walk held on 09/25/2023 included in this addendum as an Attachment 2.

Please acknowledge receipt of Addendum 1 on your Proposal and by email per instruction in the first page of this addendum.

Attachments:

1. Attachment 1 - Conceptual Rendering for Shalimar Park
2. Attachment 2 - Sign-in Sheet

Sincerely,

Irina Gurovich
Associate Engineer

ATTACHMENT 1

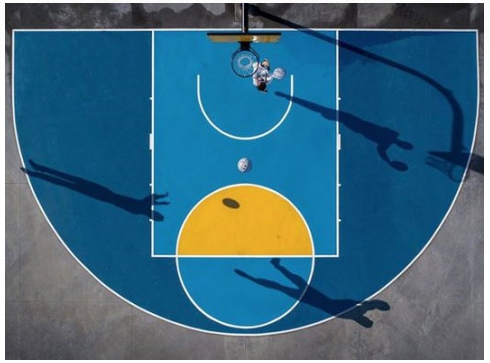
CONCEPTUAL RENDERINGS

SHALIMAR PARK

Costa Mesa

LEGEND
1 HALFCOURT BASKETBALL
2 PLAY MOUND
3 PLAYGROUND
4 SHADED PICNIC AREA
5 FENCE WITH PLANTED BORDER
6 ARTIFICIAL TURF LAWN
7 BICYCYLE TRACK
TURF GRASS
PLANTING AREA
EXISTING TREES
PROPOSED TREES
HALFCOURT BASKETBALL
PLAY MOUND
FENCE
ARTIFICIAL TURN LAWN
PLAYGROUND
SHADED PICNIC AREA
BICYCLE TRACK
PLACENTIA AVE
SHALIMAR DR
SHALIMAR PARK
CONCEPT PLAN - OPTION 1
0 10 20 30 40 50ft
N

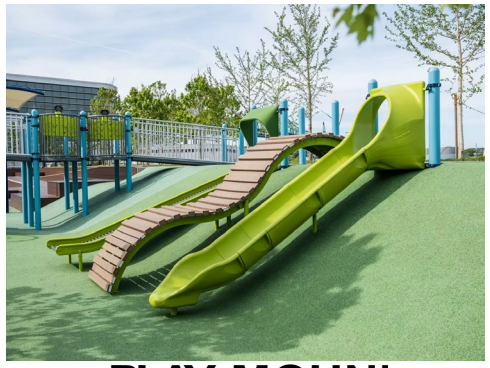
Costa Mesa



HALF COURT BASKETBALL

PLAYGROUND

SHADED PICNIC AREA



PLAY MOUND

FENCE

ARTIFICIAL TURF LAWN

BICYCLE TRACK

Costa Mesa

LEGEND

1. HANDBALL COURT WITH FESTOON LIGHTS
2. STAGE & PLANTER
3. BICYCLE TRACK
4. PLAYGROUND
5. CLIMBING WALL
6. SHADED PICNIC AREA
7. FENCE WITH PLANTED BORDER
8. OPEN GRASS LAWN
9. EXTENDED CYCLE TRACK

GRASS
PLANTING AREA
EXISTING TREES
PROPOSED TREES

HANDBALL COURT

STAGE & PLANTER

CLIMBING WALL

SHADED PICNIC AREA

FENCE

HALFCOURT BASKETBALL

PLAYGROUND

BICYCLE TRACK

GRASS LAWN

PLACENTIA AVE

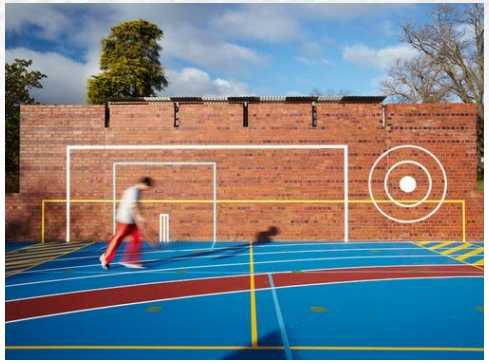
SHALIMAR DR

SHALIMAR PARK
CONCEPT PLAN - OPTION 2

0 10 20 30 40 50ft

N

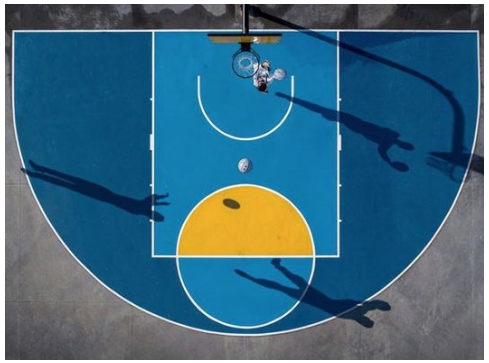
Costa Mesa



HANDBALL COURT

CLIMBING WALL

FENCE



HALF COURT BASKETBALL

PLAYGROUND

GRASS LAWN

BICYCLE TRACK

STAGE & PLANTER

SHADED PICNIC AREA

Costa Mesa

ATTACHMENT 2

THE EXPANSION OF SHALIMAR PARK,
782 SHALIMAR DRIVE, COSTA MESA
RFP 23-08D

WALK-THRU ATTENDANCE LIST

Monday, September 25, 2023 11:00 am at the project site

NAME	COMPANY	CONTACT
Angela WOODWARD	ima design	Phone: 949 466-3152
		E-mail: awoodward@imadesign.com
TAI GOTO	MARK THOMAS	Phone: 949-632-5087
		E-mail: tgoto@markthomas.com
RICHARD KRUMWIEDE	~~ARCHITERRA~~	Phone: 909-484-2800, x1002
		E-mail: rkrumwiede@architerradesigngroup.com
Mychal Moser	PBLA Engineering	Phone: 888-714-9642
		E-mail: MMoser@pbla.biz
Jeff Scott	PBLA Engineering	Phone: 909-322-5590
		E-mail: jscott@pbla.biz
C.C. LaGrange	PlaceWorks	Phone: 714.966.9220
		E-mail: clagrange@placeworks.com
Allie Stafford	David Volz Design	Phone: 714 631 1400
		E-mail: astafford@dvolzdesign.com
CHRIS RIDEOUT	BKF ENGINEERS	Phone: 949-526-8462
		E-mail: CRIDEOUT@BKF.COM
Kristen Gros	IDS Group	Phone: (619) 768-6784 x151
		E-mail: Kristen.gros@idsgi.com
Genesi Lozano	TKE Engineering	Phone: (951) 688-0440 ext 122
		E-mail: glozano@tkengineering.com
Glenn Fong	Calvada Surveying	Phone: 951-280-9960
		E-mail: gfong@calvada.com
Omar Chamaa	AESCO Geotechnical	Phone: 714-414-6795
		E-mail: Omar.chamaa@aescotech.com
Tom MUMZ	NUVIS	Phone: 714-759-7311
		E-mail: tmumz@nuvis.net

THE EXPANSION OF SHALIMAR PARK,

782 SHALIMAR DRIVE, COSTA MESA
RFP 23-08D

WALK-THRU ATTENDANCE LIST

Monday, September 25, 2023 11:00 am at the project site

NAME	COMPANY	CONTACT
Valente Martinez	City of Costa Mesa	Phone: 714-327-7489 E-mail: Valente.Martinez@Costamesaca.gov
ROB RYAN	CITY OF COSTA MESA	Phone: 714-327-7499 E-mail: ROBERT.RYAN@COSTAMESACA.GOV
George Carter	City of Costa Mesa	Phone: 714 327-7494 E-mail: george.carter@costamesaca.gov
Angel Garcia	City of Costa Mesa	Phone: 714 754 5022 E-mail: Angel.Garcia@CostaMesaca.gov
Monique Villasenor	City	Phone: E-mail:
Raja	City of Costa Mesa	Phone: E-mail:
ADRIAN ANDERSON	IDS GROUP	Phone: E-mail: adrian.anderson@idsgi.com
Irene Burdick	City	Phone: E-mail:
Rob Rodriguez		Phone: E-mail:
George C		Phone: E-mail:
		Phone: E-mail:
		Phone: E-mail:
		Phone: E-mail:

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: **October 11, 2023**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: ADDENDUM NO. 2 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA, CA

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to Irina.Gurovich@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

NON-MANDATORY JOB WALK	**11:00 A.M., SEPTEMBER 25, 2023**	**COMPLETED**
NON -MANDATORY JOB WALK LOCATION	**782 SHALIMAR DRIVE, COSTA MESA**	**COMPLETED**
DEADLINE TO SUBMIT QUESTIONS	**OCTOBER 4, 2023**	**COMPLETED**
PROPOSAL DUE DATE	**CHANGED TO 2:00 P.M., OCTOBER 16, 2023**	

PROPOSAL DUE DATE:

The proposal due date, which was scheduled for Thursday, October 12, 2023, at 2:00 P.M. has been postponed to Monday, October 16, 2023 at 2:00 P.M.

Addendum No. 3 will be issued by Thursday, October 12, 2023 that will provide answers to the questions that were received through emails and at the job walk.

Please acknowledge receipt of Addendum No. 2 on your Proposal and by email per instruction on the first page of this addendum.

Sincerely,

Irina Gurovich

Irina Gurovich
Associate Engineer

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: **OCTOBER 12, 2023**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: ADDENDUM NO. 3 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA, CA

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to Irina.Gurovich@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

NON-MANDATORY JOB WALK	**11:00 A.M., SEPTEMBER 25, 2023**	**COMPLETED**
NON -MANDATORY JOB WALK LOCATION	**782 SHALIMAR DRIVE, COSTA MESA**	**COMPLETED**
DEADLINE TO SUBMIT QUESTIONS	**OCTOBER 4, 2023**	**COMPLETED**
PROPOSAL DUE DATE	**CHANGED TO 2:00 P.M., OCTOBER 16, 2023**	

EMAIL CORRECTION: The email address to submit the addendum has been corrected and should be Irina.Gurovich@costamesaca.**gov**

CLARIFICATIONS TO REQUEST FOR PROPOSALS:

The following questions were received at the pre-proposal meeting and through email with subsequent answers and clarifications:

1. The RFP indicates the design team is to provide constructability review of their construction documents. As it is difficult for a firm to provide an objective review of their own work is this to be performed by a third-party firm?

A. Constructability review of the construction documents will be performed by the members of the Consultant Selection Committee. The selected consultant will not be a part of the Committee.

2. On pages 3-5 of the RFP there are "1. Proposal Format Guidelines;" however, on page 13 in Appendix A there is also "II. CONTENT OF PROPOSAL." Though some of the requirements listed in the two places are similar, there are differences, and both state that the order and content must be adhered to. Can you provide a single outline of what items are required, in what order (if that matters to you), and which items are included in the 20-page limit and which are not?

   A. The consultants shall follow the instruction provided on pages 3-5 of the RFP in section "1. Proposal Format Guidelines". Cover Letter, Financial Capacity, Fee Schedule, Disclosure, any Professional Services Agreement exceptions. All the forms on the Checklist of Forms to Accompany Proposal along with Covers, Dividers, and Table of Contents are excluded from the 20-page limit.

3. May we assume, from reading the requirements on page 13, that the items asked for on pages 3-5 but not on page 13—Cover Letter, Financial Capacity, Fee Schedule, Disclosure, any Professional Services Agreement exceptions, and all the forms on the Checklist of Forms to Accompany Proposal—along with Covers, Dividers, and Table of Contents are excluded from the 20-page limit?

   A. Cover Letter, Financial Capacity, Fee Schedule, Disclosure, any Professional Services Agreement exceptions, and all the forms on the Checklist of Forms to Accompany Proposal along with Covers, Dividers, and Table of Contents are excluded from the 20-page limit.

4. Please clarify existing budget for the park design/construction.

   A. The total budget for the park design and construction of the park is $2 Million.

5. Can the City share digital copies of park design concepts and materials, including any improvement budget, prepared by City Fabrick in the conceptual phase?

   A. The City provided the concept design prepared by City Fabrick with Addendum No. 1.

6. On page 14 of the RFP under VI. INSURANCE REQUIREMENTS it states "A Certificate of Insurance is enclosed for your reference (Exhibit D)." However, no Exhibit D is enclosed. If this is important, will you provide in an Addendum?

   A. The Sample of the Certificate of the Insurance is enclosed for your reference.

7. Are the street improvements to be a part of the park scope of work? If so, is alternative funding available for them (including design services)? Will alternate designs for expanding the park be entertained? (different styles of chokers).

A. The street improvements will not be part of the scope of work. Alternative designs for expanding the park will be entertained including different styles of chokers pending they ensure that bicycle safety and mobility is not compromised and that streets are still wide enough to accommodate emergency vehicles.

8. Will the 4 meetings with City staff be required to be in person or is online acceptable?

   A. The meetings will be required to be in person.

9. Section IV requires 3 community outreach meetings while Section VII only requires two. Please clarify how many meetings will be required.

   A. The Consultant will be required to conduct presentations at three (3) community outreach meetings, one (1) presentation to the Parks and Community Services Commission, one (1) presentation to the Planning Commission, and one (1) presentation to the City Council. These presentations may be outside of normal business hours and/or on weekends.

10. How many views for the 3D renderings does the City anticipate for presentations to Stakeholders and community?

    A. The 3D renderings should be available for all 6 presentations itemized above in question 9 (3 community outreach meetings, 1 Parks and Community Services Commission, 1 Planning Commission and 1 City Council meeting).

11. Will the City require an arborist report for existing trees?

    A. No. The selected consultant will work with the City arborist throughout the design for the evaluation of the existing trees.

12. Will the consultant need to prepare bilingual (Spanish) outreach materials and bilingual services for community outreach meetings?

    A. Yes, the City will require the selected consultant to prepare the bilingual (Spanish) outreach materials and provide the bilingual services for community outreach meetings. The City will provide bilingual services at the two (2) Commission meetings and at the City Council meeting.

13. Are we to include the design of separate park elements within the cul-de-sac as portion of the proposal?

    A. Yes. The design of separate park elements within the cul-de-sac is the portion of the proposal.

14. Will the public street improvements require a separate submittal to Public Works?

    A. *The public street improvements will not require a separate submittal to Public Works.*

15. The RFP Scope Survey section #5 requests contours 100' beyond the limits of grading, which would extend within private property. Would aerial or conventional survey be expected to obtain existing topo beyond the City property? If yes, then per RFP Survey section #1, will the consultant be required to request access directly from landowners to perform an exterior topographic survey of private parcels adjacent to the site to satisfy RFP Survey section #5 scope? Often the landowner is not on site.

    A. *Yes. The consultant will be required to request access directly from landowners.*

16. Security cameras were mentioned during the site walk but are not included in the RFP scope of work. How many cameras are to be included in the scope of work and does the City use wireless communications?

    A. *While not required in the RFP scope of work, the City would like to consider an 'additive extra' proposal for security cameras. The number of cameras would be 'as necessary' and the City does utilize wireless communications.*

17. What is the required construction duration?

    A. *The construction duration will be determent during design of the project and will be calculated based on the proposed scope of work.*

18. Appendix B, fee schedule, 2nd paragraph appears to be truncated. What is being requested?

    A. *The second paragraph of Appendix B, Fee Schedule shall be read as follow: It is requested that the fee, including all meetings, reproduction, materials, and associated project expenses, be itemized for the project with a total not-to-exceed amount.*

19. RFP Construction Support Services Section K #3 requests weekly in-person progress meeting attendance, can these meetings be virtual?

    A. *The meetings are going to be in-person.*

20. Please clarify if the environmental documents, mentioned in RFP section J.v.b., are to be prepared by others, not consultant team.

    A. *The selected consultant will be required to prepare the environmental documents if it is the part of the design and the scope of work.*

The contents of this addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at *Irina.Gurovich@costamesaca.gov*.

Please acknowledge receipt of this bid addendum by filling out and signing within the rectangle on the first page of this bid addendum and e-mailing it to *Irina.Gurovich@costamesaca.gov*.

Sincerely,

Irina Gurovich
Associate Engineer

Attachment: COI Sample

* sample *

ATTACHMENT 2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2023

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

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

PRODUCER
[redacted]
Irvine CA 92604

CONTACT NAME: [redacted]
PHONE (A/C, No, Ext): [redacted] FAX (A/C, No): [redacted]
E-MAIL ADDRESS: [redacted]

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	RLI Insurance Company	13056
INSURER B:	Great American Insurance	16691
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
[redacted]
Costa Mesa CA 92626

COVERAGES **CERTIFICATE NUMBER:** 23/24 COVERAGES **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] ADDT'L INSURED/P & NC [X] BLANKET WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	[redacted]	03/14/2023	03/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ INCLUDED $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			[redacted]	03/14/2023	03/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	[redacted]	03/14/2023	03/14/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability Claims Made			[redacted]	03/14/2023	03/14/2024	Each Claim Annual Aggregate	$2,000,000 $2,000,000

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

[redacted]

The City of Costa Mesa and its elected and appointed boards, officials, agents, employees, and volunteers are Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER

City of Costa Mesa
77 Fair Drive
Costa Mesa CA 92626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

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

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

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

Schedule

Person or Organization	Job Description
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before a loss	Job performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-14-2023 Policy No. [redacted] Endorsement No. 1
Insured [redacted] Insurance Company RLI Insurance Company
Inc.

Policy Number: [redacted]

RLI Insurance Company

ATTACHMENT 2

Named Insured: **David Volz Design Landscape Architects, Inc.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance.**
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

EXHIBIT B

CONSULTANT'S PROPOSAL

ATTACHMENT 2

PROPOSAL FOR PROJECT NO: 23-08D
PROFESSIONAL ENGINEERING DESIGN SERVICES FOR:

EXPANSION OF SHALIMAR PARK

OCTOBER 16, 2023

SUBMITTED BY:

COMMUNITY WORKS DESIGN GROUP
LANDSCAPE ARCHITECTURE & PARK PLANNING

7111 INDIANA AVENUE, SUITE 300
RIVERSIDE, CA 92504

(This page intentionally left blank)

October 16, 2023

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Public Works
Submitted Electronically via PlanetBids

RE: Proposal for Engineering Design Services for Expansion of Shalimar Park

Dear Members of the Consultant Selection Evaluation Committee:

On behalf of the Community Works Design Group (CWDG) team we are pleased to present this proposal for Professional Landscape Architectural Design Services for the Expansion of Shalimar Park for the City of Costa Mesa. A member of our team (TKE) attended the Pre-Proposal Meeting on September 25, 2023 and we have reviewed the RFP and three (3) Addenda, we believe we have a strong understanding of the City's proposal and expectations.

Our team prides iteself on creating equitable, accessible and meaningful public spaces and parks. We have reviewed the Concept Plans developed through the community input and can help the City bring the community's vision to fruition. We are well versed in preparing plans for park expansion projects, we will walk the City through important decisions to maximize the available budget and community's desires.

All improvements in the City's RFP are things that we have done recently and often, and can design efficiently, thoroughly and beautifully for the City of Costa Mesa!

We look forward to discussing this project in more detail with the City! We confirm our included fees are a total lump sum fee.

With gratitude,

COMMUNITY WORKS DESIGN GROUP, LLC

Scott Rice ASLA, LEED AP, CASp
President
Landscape Architect CA #5111 / NY #2645
Certified Access Specialist CASp-709
scott@cwdg.fun

(This page intentionally left blank)

BACKGROUND & PROJECT UNDERSTANDING

The Community Works Design Team has designed over 300 parks in the last 5 years. Our team prides ourselves on designing parks and public spaces that reflect the community's needs and values while creating a usable and accessible space for residents to use.

We understand the Shalimar Park serves an important role of providing recreation and open-space to the surrounding community. We understand the City hopes to explore new opportunites to expand the park. The park can be expanded by narrowing Shalimar Street to approximately 24-feet to accommodate for two-way traffic and incorporating the additional space in the park.

Our team understands the City's goals for the project are as follows and the City would like the design phase completed within six (6) months:

1. Evaluate the park in order to determine exciting and innovative play elements for the expansion.

    Our team has had great success in retrofitting and expanding play areas to add new fun equipment which focuses on expanded accessibility. We have long-time relationships with all of the main playground equipment vendors and have even gotten them to participate in friendly competitions for community voting of the best design.

2. Conduct public workshops, progress meetings with stakeholders, and presentations to the Parks and Community Services Commission and City Council.

    CWDG prides itself on inclusive outreach and input opportunities, we offer multi-lingual campaigns and multi-platform opportunities for the community to share their ideas and concerns. We seek for each project to fulfill the community's growing wants and needs, as well as an opportunity to bolster community identity and source of pride. Our team is currently working with the City of Laguna Beach on their Playground Master Plan doing just that.

3. Develop the project in partnership local residents, and various City departments.

    Two of our team's Directors have held Senior Management positions with public sector agencies. Dan Burkhart served as the City of Yorba Linda's Senior Landscape Inspector and ISA Arborist and Analicia Escobar-Gomez served as Riverside County Regional Park and Open-Space's Senior Park Planner. Additionally, Scott Rice currently serves as the City of Highland's Landscape Architect. We understand the importance of involving key stakeholders as well as maintenance staff into all facets of project planning.

4. Develop all schematic designs for the expansion, including:
    - New play elements
    - Features such as picnic shelter, seating areas
    - Enhanced landscaping protecting as many mature trees as possible
    - A state-of-the-art lighting system
    - Fencing improvements

PROJECT APPROACH AND METHODOLOGY

Design Expertise: CWDG has successfully completed 300 Parks and Recreation projects in the past five (5) years. Our team stays up to date on water wise landscaping and irrigation. In addition, our project team recently completed the City of Perris' Enchanted Hills Parks SITES Certification process. Throughout this process our team developed a protocol of low impact development best practices and design standards we strive to integrate into all of our projects.

Site Specific Master Planning & Concept Development:
Our team excels at developing master plans and multi-phased developments. In addition to vibrant master plan documents our team also develops photo realistic 3-D renderings as part of our design process to ensure a fully cohesive and integrated site. This process always us to make proactive design decisions for vertical plane elements. We find the 3-D visuals also help garner excitement around important projects and are an integral tool for funding support. As a standard practice, we provide scaled 3-D modeling to help the community understand how the proposed park improvements will actually appear, to help identify any conflicts well ahead of construction.

Above: Left: Dolores Huerta Park playground and thematic wind screen for Futsal Multi-Use Courts in Fresno, CA.
Right: Northside Heritage Meadows urban farming & education center with Memorial community gardens in Riverside, CA.

Community Outreach:
CWDG recognizes the need for all voices in a community to be heard and incorporated into thoughtful designs. We understand the City of Costa Mesa would like to host bilingual meetings. Our team aims to ensure all members of the community have the opportunity to participate in community outreach and planning processes.

Our team is currently working on final touches for the design of Dolores Huerta Park for the City of Fresno. As part of the preliminary design process, CWDG worked with the City to create a community outreach campaign in 4 different languages (Spanish, Punjabi, Hmong and English), to best serve their community. We feel Costa Mesa would be a great community to implement this type of inclusive and equitable approach to design.

We employ what we call the "FUNnel" approach to take the multitude of "wants" and narrow them down to a final concept that reflects the best interests of the City and its constituents- and we do so in a FUN way! We typically start by gathering general information by means of online and mail-out surveys ahead of the public design meetings, with ongoing input from the City, so that we can begin to prepare informed design decisions to facilitate a conceptual design that reflects the community's interest and not OUR interests.

PROJECT APPROACH AND METHODOLOGY

Meetings and Presentations:
Our team has experience presenting to a variety of City Staff, Boards and Commissions. Scott Rice and Analicia Escobar-Gomez both have experience presenting to special commissions, City Councils and other committees. We also find commissions and committees are a great place for garnering project feedback and support. It is often a good place to start soliciting feedback by going where people are already meeting.

Utility Search and Coordination:
Our team has extensive experience with utility coordination. In addition, our subconultants, Design West Engineering and TKE will assist these coordination efforts.

Contract Documents:
Our team focuses on constructibility by creating Construction Drawings will include site plans and details for all aspects of demolition, construction, civil, grading, planting, irrigation and specialty plans. Our construction details are crafted from a constructibility standpoint, supplemented with item-specific notes that reduce contractor "artistic license" and reduce likelihood of RFI's. Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/ recyclable materials, and durability of products. Each member of the CWDG team integrates their strengths, expertise and experience to ensure the best designs and most complete, constructible, contract documents are completed on time and within budget for each project we take on.

Cost Estimating:
We regularly prepare detailed construction plans, details, specifications and estimates for park projects, and strive to make our construction drawing packages the most biddable and buildable across the industry. Since we perform Landscape Plan Check for various agencies, our finger remains on the pulse of the industry, and are able to glean tips and tricks to making plans more readable, maintaining a good balance of notes and clarifications without overwhelming the drawings with redundant information. We are regularly receiving bids for various public work projects. Upon receiving the bid we also request from the two apparent low bidders their unit prices. We incorporate these updated unit prices into our own in-house cost estimates. This allows our firm to provide up-to date cost estimates for our clients.

Permits:
Our team has first hand plan check experience which comes in handy when it comes time to assist the City in obtaining approvals and/or permits from applicable agencies as needed.

Quality Control:
Our team prides itself on Quality Control/ Quality Assurance for every project we complete. As part of our project initiation we utilize Basecamp as a means to document decision making, capture City standards and review design checklists throughout the life of a project. Our team offers a hands-on approach and utilizes various expertise and experience to inspect and review throughout the design and construction process.

QUALIFICATIONS, ORGANIZATION & KEY STAFF EXPERIENCE:

The Community Works Design Group team is confident that we can provide the City of Costa Mesa with the high level of detail and attention in Professional Design Services that we have provided to our numerous municipal clients throughout our 38 years of experience in park and public landscape planning and landscape architecture.

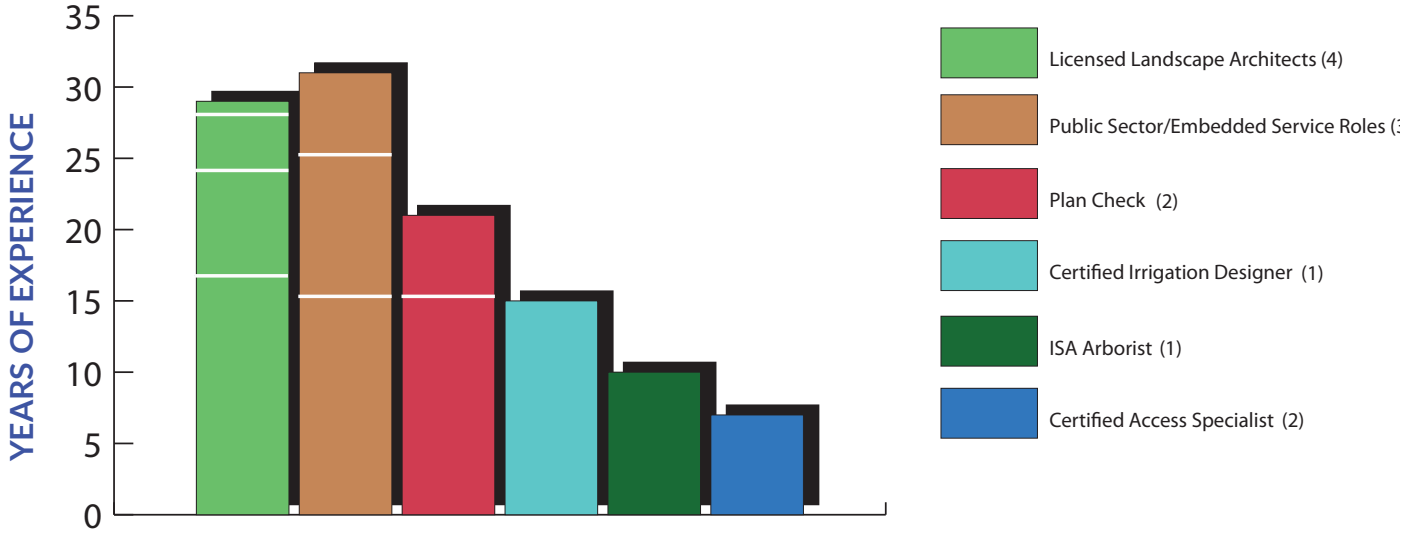
Our Principal and two of our dedicated Directors/Senior Project Managers hold current Landscape Architect licensure in the State of California:

Scott Rice	**LLA #5111**	*Licensed continuously since October 2005 (17+ years)*
Dan Burkhart	**LLA #6092**	*Licensed continuously since August 2015 (7+ years)*
Allison Rush	**LLA #6378**	*Licensed continuously since August 2018 (4 years)*

Additionally, our team holds a variety of Certifications that boost our abilities in the Landscape Architectural realm, including the following:

- *Certified Access Specialist (CASp)*
- *Certified Landscape Irrigation Auditor (CLIA)*
- *Certified Irrigation Designer (CID)*
- *Certified Playground Safety Inspector (CPSI)*
- *SITES Accredited Professional (SITES AP)*
- *LEED Accredited Professional (LEED AP)*
- *ISA Certified Arborist (ISA)*

CWDG CURRENT TEAM YEARS OF COMBINED EXPERIENCE



KEY STAFF

PRINCIPAL:

Scott Rice ASLA, LEED AP, CASp
President- Principal Landscape Architect
Scott applies his 20+ years of landscape architecture knowledge to oversee all work completed by the CWDG as our firm's President and Principal Landscape Architect. In addition, Scott is one of the only three licensed landscape architects in the State of California to also be a Certified Access Specialist.

SENIOR LEVEL STAFF:

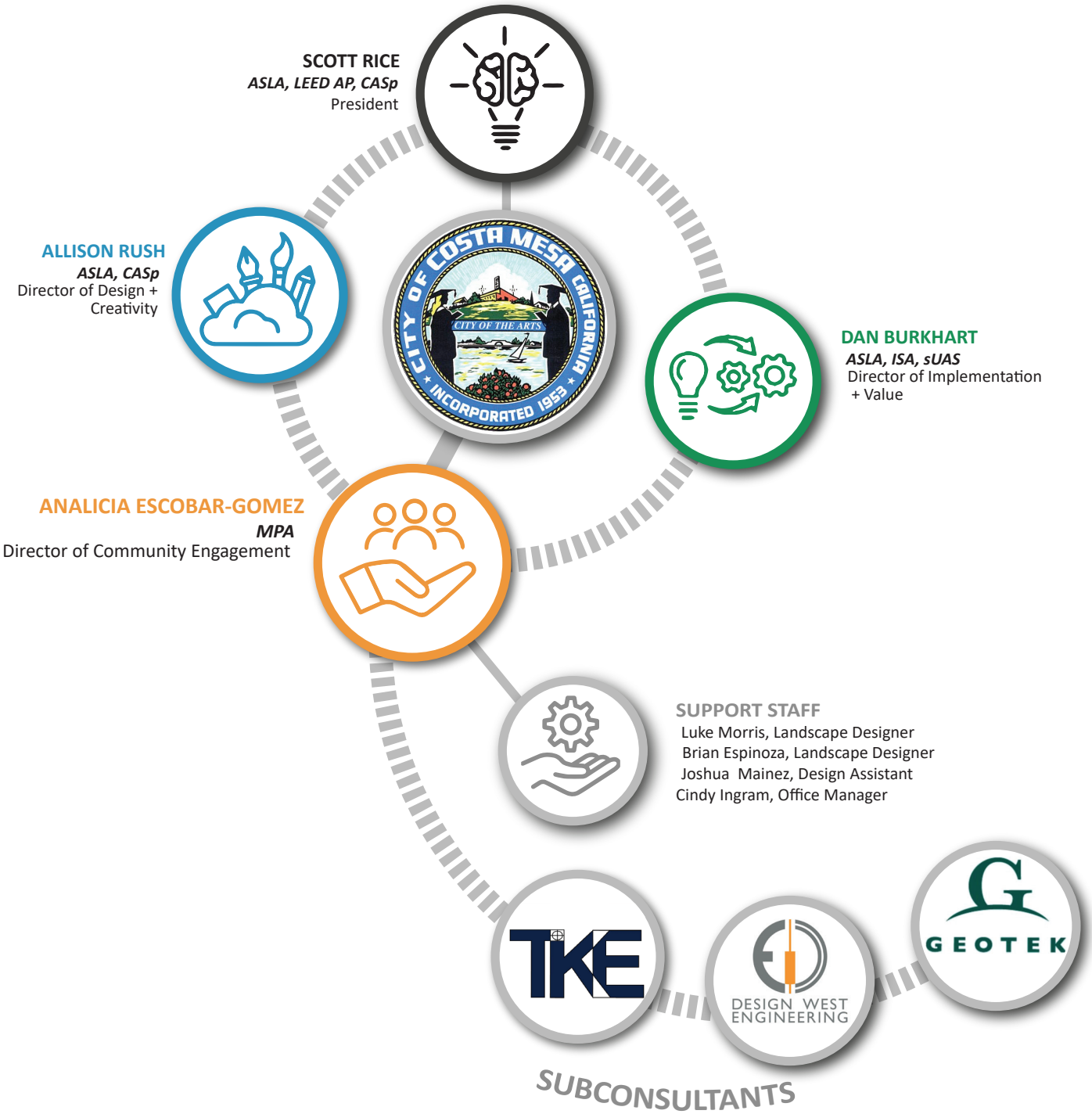
Dan Burkhart ASLA, ISA, sUAS
Senior Landscape Architect- Director Of Implementation + Value
Dan is our firm's subject matter expert on all things revolving around constructability. From cost estimating to inspections, Dan does it all. He is also a Certified Arborist and FAA Drone Pilot. As a former Senior Landscape Inspector, Dan is our go-to buildability questions.

Allison Rush ASLA, CASp
Senior Landscape Architect- Director Of Design + Creativity
Allison is our team's point person for creating beautiful project plans and a cohesive vision for our firm and clients. She excels at understanding how best to configure and optimize outdoor spaces for the health and enjoyment of users of all ages and abilities, recently joining Scott as a Certified Access Specialist. Allison also has a strong grasp of designing with various digital media techniques, including CAD, 3-D modeling and photo simulation.

Analicia Escobar-Gomez MPA
Senior Project Manager- Director Of Community Engagement
Analicia has experience as a designer, contractor, and public sector planner lending our firm a unique perspective when problem solving for our municipal clients. She is passionate about equity and inclusion and loves working on community based design work.

TEAM ORGANIZATION

The Community Works Design Group (CWDG) team will be led by **Scott Rice**, Principal Landscape Architect. Scott will be our primary contact person for City of Costa Mesa. Scott has developed a long-lasting reputation for providing responsive and efficient "extension of City staff" services to our municipal clients. Scott will be directly assisted by **Analicia Escobar-Gomez**, Senior Project Manager and Director of Community Engagement, and **Dan Burkhart**, Director of Implementation + Value. We confirm the City of Costa Mesa will be notified of and approve any changes of project personnel.



SUBCONSULTANT TEAM

While the Community Works Design Group team will perform the majority of potential project scope for the City of Costa Mesa, our team also includes the following subconsultants to lend their expertise:

TKE will provide all Surveying, and Civil Engineering services for the Eva Dell Park Renovation project. We (CWDG) have teamed with TKE on many successful projects across Southern California. They continue to proudly serve Southern California as a comprehensive multi-disciplined firm offering municipal/ city consulting, general civil engineering, land surveying, hydrological studies and drainage design solutions, storm water management treatment, retention, infiltration, design, permitting and reporting assistance, water quality management standards development, and implementation assistance, and public works inspections.

TKE will be represented by Terry Renner, P.E., Q.S.D., Senior Vice President.

Design West Engineering (DWE) will provide all Electrical Engineering and Dry Utility design/ coordination services for this project. We (CWDG) have teamed with DWE on many successful park projects across Southern California.

DWE will be represented by Roy Morales, Electrical Engineering Department Head. With over 25 years of experience, Roy contributes a high level of expertise in electrical applications, including parks and community facilities.

GeoTek will provide all geotechnical investigation for the project. We (CWDG) have teamed with GeoTek on many successful park projects across Southern California.

GeoTek will be represented by Kyle McHargue. Kyle has performed many geotechnical investigations throughout Orange County and neighboring cities, and is very familiar with the local permit requirements.

EXPERIENCE AND TECHNICAL COMPETENCE

The CWDG Team is primed and ready to serve a client like the City of Costa Mesa on this project. We have had tremendous success of performing multi-site improvement plans and renovations for cities such as the City of Perris, County of Riverside, City of Cypress, and currently, the City of Ontario. From skate parks to dog parks, our firm has designed it all. Our team includes two of the only three Certified Access Specialists (CASp) who are also licensed Landscape Architects in the State of California, accessibility is our top priority for each project and client. We also aim to design each project with a unique identity and meaningful sense of place for each of the communities they serve.

In the ***last 5 years,*** CWDG has designed and/or overseen the construction of ***over 25 Park Renovation Projects and 10 New Parks Featuring:***

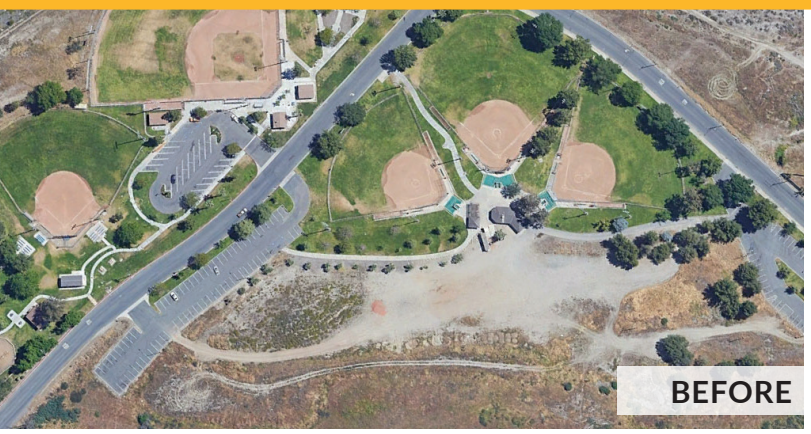
- 8 Dog Parks
- 3 Multi-Use Courts
- 8 Skateparks
- 7 Splashpads
- 6 Multi-Use Trails
- 12 Sports Fields
- 4 CPRS* Awards
  *California Park & Recreation Society
- 4 APWA* SoCal B.E.S.T. Awards
  *American Public Works Association Southern California Chapter

RELEVANT EXPERIENCE AMENITIES LEGEND

- Drought Tolerant Planting
- Playground
- Restrooms
- Exercise Equipment
- Concessions
- Splashpad
- Picnic Shelter
- Dog Park
- Walking Paths
- BMX Course
- Baseball Field
- Community Garden
- Softball Field
- Interpretive Signage
- Soccer Field
- Public Art
- Basketball Court
- Sports Lighting
- Skate Park

PROJECT SPECIFIC EXPERIENCE

2021
American Public Works Association
Southern California Chapter
B.E.S.T. Winner



FRISBIE PARK
EXPANSION & RENOVATION
CITY OF RIALTO

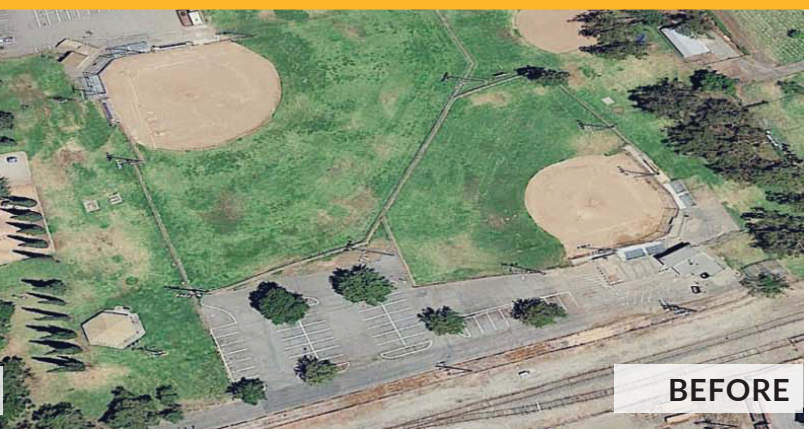
Completion:	Project Size:	Project Cost:
2020 DECEMBER	16.7 ACRES	$18 MILLION

CWDG INVOLVEMENT:
Community Outreach,
Conceptual Design,
3D Modeling,
Construction Drawings,
Construction Administration

CONTACT:
Ted Rigoni, PE
Engineering Manager
(recently retired)
tedrigoni@gmail.com

The CWDG team served as the prime consultant for several park projects for the City of Rialto. Frisbie Park Expansion, was led by Scott Rice, who was directly assisted by Allison Rush and Kay Kite. The Frisbie Park expansion was designed with direct input from City Maintenance staff, including materials selection and amenity arrangement to allow proper clearances for service equipment. CWDG conducted a complete analysis and renovation of all accessibility (ADA) aspects of existing park, led by CWDG's in-house Certified Access Specialist (CASp). Our team seamlessly integrated new ballfields and amenities into the existing park while, protecting several existing heritage trees.

PROJECT SPECIFIC EXPERIENCE



BUD BENDER PARK

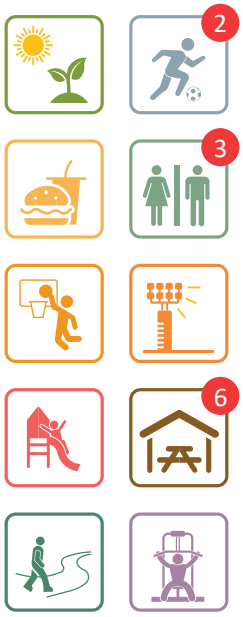
EXPANSION & RENOVATION
CITY OF RIALTO

CWDG INVOLVEMENT:
Community Outreach,
Conceptual Design,
3D Modeling,
Construction Drawings,
Construction Administration

Completion:	*Project Size:*	*Project Cost:*
2016	**8** ACRES	**$2.5** MILLION

CWDG served as the City of Rialto's Prime Consultant for the Bud Bender Park Renovation. The team was led by Scott Rice, who was directly assisted by Allison Rush and Kay Kite. CWDG worked diligently to provide modern park amenities while preserving large mature shade trees, a group picnic shelter, and an Adobe building. In addition to preserving large mature oak trees throughout the site, the team was also able to correct the existing ballfield orientation by shifting the outfield. The site serves the City's Pony League and was the first designated Dodger's Dreamfield in San Bernardino County.

PROJECT SPECIFIC EXPERIENCE



LEXINGTON PARK

NEW DEVELOPMENT
CITY OF CYPRESS

CWDG INVOLVEMENT:

Community Outreach,
Conceptual Design,
3D Modeling,
Construction Drawings,
Construction Administration

CONTACT:

Nick Mangkalakiri, PE
City Engineer
nmangkal@cypressca.org

Completion:	*Project Size:*	*Project Cost:*
2022 MARCH	**9** ACRES	**$13.2** MILLION

CWDG served as prime consultant for the design of Lexington Park which included soccer fields, a shaded plaza, pickleball courts and more. Our team was led by Scott Rice, who was directly assisted by Allison Rush, Kay Kite and Dan Burkhart. The CWDG team also assisted the City of Cypress with their Oak Knoll Park renovation project which included a new restroom and concession stand building, as well as addressing path of travel accessibility to the new amenities.

PROJECT SPECIFIC EXPERIENCE

LEXINGTON PARK & OAK KNOLL PARK

OAK KNOLL PARK
CYPRESS, CALIFORNIA

RESTROOM/ CONCESSION BUILDING
ARTIST IMPRESSION. 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

COPYRIGHT 2017, PUBLIC RESTROOM COMPANY. THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.

PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠
www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448

PROJECT SPECIFIC EXPERIENCE

2022
American Public Works Association
Southern California Chapter
B.E.S.T. Winner

2022
CA Parks & Recreation Society
Excellence in Design
Park Planning Winner

ENCHANTED HILLS PARK

NEW DEVELOPMENT

CITY OF PERRIS

Completion:	*Project Size:*	*Project Cost:*
2022 AUGUST	**10** ACRES DEVELOPED	**$10.5** MILLION

CWDG INVOLVEMENT:

Community Outreach,
Conceptual Design,
3D Modeling,
Construction Drawings,
Construction Administration

CONTACT:

Sabrina Chavez
Director of Community Services
(951) 435-7220 ext. 278
schavez@cityofperris.org

CWDG served as prime consultant for the design and construction of Enchanted Hills Park for the City of Perris. As prime consultant, our team oversaw, Geotechnical, Civil Engineering, MEP Engineering, Skate Park Consultants, and more. Our team was led by Scott Rice, who was directed assisted by Allison Rush, Kay Kite, Dan Burkhart and Luke Morris. CWDG assisted the City with their Community Engagement efforts and grant application, leading to a Proposition 68 award of $8.5 million.

The City of Perris opted to complete Enchanted Hills Park as a SITES Candidate with GBCI, which will make it the first Project awarded a SITES Certification in the Inland Empire. The overall site stands at 22 acres but was designed with the existing topography and environmental conversation in mind, resulting in less than 10 acres of site development. In addition, to offering the community a plethora of amenities in the formally blighted lot, we are proud of the numerous awards the park has already received.

SCOPE OF SERVICES

OUR APPROACH:
Our approach to design and quality control is unique to the industry. Every design project is assigned one Licensed Landscape Architect as Project Principal, one Licensed Landscape Architect as Project Manager, and one Assistant Project Manager. CWDG realizes that our success is based on our ability to deliver projects on time and within budget. This team approach will guarantee that the project comes in on budget and stays on budget with minimal change orders.

STAFF AVAILABILITY:
All staff members listed in this proposal are available to begin work immediately upon City request. We guarantee that we will adjust our master schedule to dedicate sufficient resources to this project.

ORGANIZATION AND SCHEDULING:
We will provide the City with a critical path schedule, prepared in Microsoft Project, and will adhere to the schedule we present. Our office holds weekly Staff Meetings where we review ALL of our current projects, and the Principals have total accountability with the Project Managers to adhere to all set deadlines. We will keep key staff consistent, so that everyone remains on the same page.

TASK 1 - CONCEPTUAL DESIGN PHASE

Review Data and Utility Gathering

Our team will work diligently with the City to identify a comprehensive understanding of the existing conditions of the site and the expectations of the project. We have found the best way to keep projects on time and on budget, is to involve staff and especially maintenance staff in on project planning early on to identify potential project pitfalls or areas where overall project scope improvements can be made. We will integrate these efforts into the kick-off and five additional (5) progress meetings with City Staff including a field/site visit, concept design meeting, and schematic design meeting during this phase.

Within 1 week of receiving a Notice to Proceed, our team with submit an updated project schedule which will include two (2) City Plan Reviews and a Final review with an allowance of three weeks. The project team members will visit the project site(s) and conduct a thorough review of the existing site conditions to confirm the information shown on the record drawing is located as indicated.

Our team will coordinate with the City to obtain any record drawings for the project area, including, but not limited to: Street Improvements, Signing and Striping, Street Lights, Storm Drainage, Water, Sewer, and other Utilities. Our team will utilize this data in the design of the project, and will incorporate it into the project drawings for records purposes. TKE will conduct a Design Survey of the existing park and expansion area.. We will develop a Schematic Plan to identify any potential siting constraints to work out with the City prior to beginning Construction Plans.

Once the Schematic Plan is approved by the City, our team will proceed with developing Construction Documents and Plans for the Project. This will include cost estimates for each phase of construction design. Our team will create construction plans at the following levels of completion 70%, 90%, and 100%, including specifications and cost estimates. The City will have additional opportunity to provide comments at the 70%, 90%, and 100% Final design stages.

SCOPE OF SERVICES

TASK 2 - CONSTRUCTION DESIGN PHASE

DEMOLITION PLANS: We will prepare demolition plans to clearly indicate action for all items to be demolished as well as focusing on items intended to be protected in place. For park renovation projects, the intricacy and clarity of which items need to be protected in place is an essential portion of the construction documents, and can eliminate the ambiguity that often triggers contractor change orders during construction.

CONSTRUCTION & ARCHITECTURAL DRAWINGS: Construction and Architectural Drawings will include site plans and details with sufficient detail to accommodate construction and renovations. Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/ recyclable materials, and durability of products. Structural calculations and Shelter engineering are not included and will be provided

IRRIGATION PLANS: We will prepare complete irrigation plans to comply with local water requirements and specific City requirements indicated in the RFP for impacted planter areas within the scope. All elements of the system will be designed to carry optimal amounts of water to irrigate the affected sites. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation, efficiency and, most importantly, consistency with City standards will be our primary concerns.

PLANTING PLANS: Complete Planting Plans with all necessary details will be provided for all areas impacted by the scope of improvements. Durable, easily maintainable species will be of primary importance in the plant selection process.

SPECIFICATIONS: Specifications detailing materials and workmanship for all of the above items will be provided as required, including Greenbook cross references and City of Costa Mesa Standard Drawings.

COST ESTIMATES: Final estimates of probable construction and maintenance costs will be prepared with CWDG providing regular value engineering recommendations.

DOCUMENT PROCESSING: We will submit the documents for City and various Utility approvals. We will review documents and make all necessary corrections.

MEETINGS: We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.

CIVIL ENGINEERING PLANS: Our subconsultant civil engineer, TKE, will prepare grading plans for surrounding walkways and provide survey of the area. The contract documents will include drawings for park improvements, offsite street improvements, and estimates. For the drawings, we will prepare construction notes sheets, precise grading construction sheets, drainage sheets, striping sheets, and detail sheets.

WATER QUALITY MANAGEMENT PLAN: TKE will develop a Water Quality Management Plan (WQMP) for the proposed sites. Site size and proposed improvement layouts will determine the type of treatment facility to be used for the WQMP. TKE will perform hydrologic analysis of the site both in existing and proposed conditions to assess the required treatment facility size. We will prepare a WQMP report in accordance with the current versions of the City and County storm water regulations for review and approval.

SCOPE OF SERVICES

TASK 3 - BID AND CONSTRUCTION SUPPORT

When the project goes out for competitive bidding, we will assist the City in the bid process, distributing bid packages, noting direction given to contractors, respond to Requests for Information and other questions asked. We will provide follow-up clarifications or addendum items for all electronic bids.

What sets CWDG during the Construction Support/Administration phase is our first hand experience as a licensed contractor, allowing us to closely monitor and track scheduling, budgets, and upcoming inspections. We work hard to drive the construction schedule and keep contractors accountable. We will attend the pre-construction meeting and provide written minutes and follow up information. When requested, we will assist the City with construction administration assistance for specialty areas where specific technical expertise is required in determining conformance to design concepts and approved plans and specifications. We will participate in weekly construction meetings, in support of the City. Based on our observations at the site and on the contractor's application for payment, we will assist in determining the amount owed to the contractor.

We will review job drawings, as- builts, RFI's, samples and other submissions of the contractor for conformance with the design of the project and for compliance with the information given in the conformance contract documents, for the project. Our in-house FAA Certified UAS (Drone) pilot will provide monthly progress drone photography for use in updating stakeholders and constituents of construction progress. We will review change orders and submittals for approval and issuance by the City. We will respond to requests for information from the contractor, issue field bulletins and requests for quotations. We will maintain updated RFI, Change Order and Submittal logs, which will be shared online via Basecamp app.

TENTATIVE PROJECT SCHEDULE

November 2023- Notice to Proceed

November- December 2023- Site Survey and Utility Coordination

December-January 2023- Schematic Design for City approval

January-May 2023- 70%- 100% Construction Documents for City Approval

May 2023- Project Bid Advertisement

June 2024- Construction awarded and start.

TEAM RESUMES

SCOTT RICE ASLA, LEED AP, CASp
PRINCIPAL LANDSCAPE ARCHITECT

Education:
Bachelor of Science in Landscape Architecture, California State Polytechnic University, Pomona (2002)

Licensed Landscape Architect:
California #5111 (2005-current)

New York #2645 (2016-current)

Certified Access Specialist:
California CASp-709 (2016-current)

Years of Experience: 25
Years with Firm: 20+

Affiliations:
American Society of Landscape Architects (ASLA) - Full Member

U.S. Green Building Council LEED Accredited Professional

Certified Access Specialist Institute – Full Member

Building Industry Association – Riverside County Chapter Member, Board of Directors
Leaders of Tomorrow (LOT) Committee – 2017 Chairman

Notable Project Experience:
On-Call CASp Services
City of Los Angeles

Enchanted Hills Park
City of Perris- $10 Million

Horseshoe Lake Park -
JARPD - $3 Million

Mr. Scott Rice is President and Managing Principal of Community Works Design Group (CWDG). He has managed over $150 million of park projects during his tenure at CWDG. Scott oversees the development of construction documents, plan checking, cost estimating, conceptual rendering, and construction observation and management.

Scott graduated with honors from Cal Poly Pomona, earning a Bachelor of Science Degree in Landscape Architecture. He is a full member of the American Society of Landscape Architects (ASLA). Additionally, Scott is a LEED Accredited Professional (LEED AP), as designated by the United States Green Building Council (USGBC), and a Certified Access Specialist (CASp) as issued by the State of California, Division of the State Architect. Scott is one of only three Landscape Architects in California that currently hold CASp Certification.

Scott also serves as the City Landscape Architect for the City of Highland, California, and has acted in that capacity since 2005. Scott also has served as a Contract Park Planner for Jurupa Community Services District (JCSD) since 2003 and Consultant Park Planner/ Plan Checker for Jurupa Area Recreation and Park District (JARPD) since 2015.

Mr. Rice draws on previous work experience in graphic design and golf course maintenance to integrate high aesthetic quality in balance with functional, cost-effective design. His focus is in Public Works projects for various municipalities throughout the State, including Park Planning of various scales, including Community, Neighborhood, Sports, and Pocket Parks, as well as median and parkway landscape, and LMD/ CFD planning. Specialized areas of involvement include Skate Parks, Dog Parks, and Accessible Play. In addition to Park Planning, Scott is seasoned in the landscape architectural development of Multi-family Housing, Planned Residential Communities, Highway Aesthetic Design, Custom Residential Planning, and various private/commercial ventures.

In addition to Scott's 20+ year tenure with CWDG, Scott took a year-long hiatus in 2010 to co-manage the design division of an internationally-recognized design/build firm, specializing in skate parks and action sports facilities throughout the world. When not in the office, Scott enjoys the fruits of his labor – parks and trails – with his wife and five children.

TEAM RESUMES

ANALICIA ESCOBAR-GOMEZ, MPA
SENIOR PROJECT MANAGER - DIRECTOR OF COMMUNITY ENGAGEMENT

Education:
Bachelor of Science in Landscape Architecture, California State Polytechnic University, Pomona (2007)

Masters of Public Administration, California State University, San Bernardino (2012)

Doctorate of Public Administration, California Baptist University (Pending Dissertation)

Years of Experience: 15
Years with Firm:1

Affiliations:
California Park & Recreation Society - Full Member

National Recreation and Park Association - Full Member

Notable Project Experience:
Dolores Huerta Park - City of Fresno- $8.5 Million

Marina Beach Park - City of Needles - $2 Million

Duke Watkins Park - City of Needles - $3 Million

Ms. Analicia Escobar-Gomez is Community Works Design Group's (CWDG) Director of Community Engagement and Senior Project Manager recently joining our firm from the public sector where she held a variety of positions for Riverside County including Senior Park Planner for the Riverside County Regional Park & Open-Space District. Analicia serves CWDG as a Senior Project Manager for projects ensuring the intent and vision of each project is brought to life through careful and thoughtful design. In addition, Analicia offers our clients effective Community Engagement campaigns with the unique perspective of having been a public sector employee for over 11 years. Analicia designs to develop and enhance a sense of place for each city and agency we work with, utilizing her background in branding and identity building.

Analicia graduated from Cal Poly Pomona, earning a Bachelor of Science degree in Landscape Architecture in 2007 and began her career as a project manager at Hogle-Ireland, Inc. (Now MIG) working on design guidelines, specific plans, General plan updates and developing City branding as well as creating due diligence reports for land development and working on LEED certifications for projects. Working closely with several cities and municipalities inspired Analicia to complete her Masters in Public Administration and begin a career with the County of Riverside where she fulfilled multiple roles for various departments and ultimately spending over 4 years as Riverside County Regional Park and Open-Space District's Senior Park Planner, completing and progressing over $15 million in Capital Improvement and trail projects and assisting in grant and legislative applications leading to millions of dollars in awards and working towards her Doctorate in Public Administration during her tenure.

Recognizing the growing need for talented park planners in Southern California, Analicia joined our team in the hopes of lending her experience and expertise to cities and municipalities throughout California to complete their projects for their communities. Analicia also has managed a design/build residential landscape company for over the last 15 years allowing her to keep an eye on costs, trends and plant availability. Her wide range of education and experience provides her a unique and artistic perspective, paired with a passion for equity and inclusion and a fundamental understanding of the role of the public sector, she lends a level of care, concern, empathy and humanity to each of her projects.

TEAM RESUMES

DANIEL BURKHART ASLA, ISA
SENIOR LANDSCAPE ARCHITECT - DIRECTOR OF IMPLEMENTATION + VALUE

Education:
Bachelor of Science in Landscape Architecture, California State Polytechnic University, Pomona (2001)

Licenses/ Certificates:
Licensed Landscape Architect:
California #6092
(2015-current)

ISA Certified Arborist
WE-11637A
(2016-current)

C-27 Contractor License
#840206
(2004 - currently inactive)

FAA UAS Remote Pilot
(2017-current)

California Dept. of Pesticide Regulation - OAL
122282 BF
(2010-current)

Years of Experience: 25
Years with Firm: 3

Affiliations:
American Society of Landscape Architects (ASLA) - Full Member

International Society of Arboriculture (ISA) - Full Member

Notable Project Experience:
Enchanted Hills Park
City of Perris- $10 Million

Mr. Dan Burkhart is a Senior Landscape Architect at Community Works Design Group (CWDG) joining the firm in early 2020. Dan is charged with maintaining CWDG construction development and documentation process as well as mentoring and guidance of junior staff. Dan handles plan checking, in house reviews, and CD support in addition to specification, estimating, and construction oversite. Dan is often referred to as Coach in the office and works diligently to elevate and improve CWDG's production and efficiency.

Dan graduated from Cal Poly Pomona, earning a Bachelor of Science degree in Landscape Architecture. He started his journey in the field with the City of Anaheim, working within the Parks Department at Dad Miller Golf Course. He continued on exploring the Nursery side with Armstrong Garden Centers before moving into Design Practice after graduation. After working up to the project manager level, Dan ventured to the Design build practice with Valley Crest Companies. Shifting into the realm of sustainability Dan laced his boots and worked up to the position of general superintendent with a Landscape Habitat and Mitigation General Contractor, designing, creating, restoring, and maintaining naturalized habitats.

Moving to the public side of the practice Dan was the Senior Landscape Inspector for the City of Yorba Linda LMAD group. Supervising staff, managing contracts, and design and inspection duties for the City. Dan worked with management and the public to improve the city's 22,000 trees and over 500 acres of City maintained landscape.

Dan brings a wealth of design, installation, and maintenance experience to CWDG earned over his 24-year journey. Dan's varied and wide experience on both sides of the table includes the Private and Public sectors at all levels and gives him an understanding of different points of view and the forces involved. Dan has started with a shovel and a pencil and has demonstrated an ability to listen, learn, and advance in the profession. Licensed as a Contractor, Certified Arborist, QAL, FAA Remote Pilot, and being a continual student of all aspects related to the field and process, Dan continues to learn and build while adding items to his tool box and base.

Dan spends his free time with his family, camping, coaching youth baseball, and the restoration and building of classic cars.

TEAM RESUMES

ALLISON RUSH, ASLA, CASp
SENIOR LANDSCAPE ARCHITECT - DIRECTOR OF CREATIVITY + DESIGN

Education:
Bachelor of Arts in Human Geography, The Pennsylvania State University (2010)

Master of Landscape Architecture, Temple University (2013)

Licenses/ Certificates:
Licensed Landscape Architect: California #6378 (2018-current)

Certified Access Specialist: California CASp-1080 (2023-current)

Years of Experience: 10
Years with Firm: 10

Affiliations:
American Society of Landscape Architects (ASLA) - Full Member

Certified Access Specialist Institute – Full Member

Ms. Allison Rush is a Senior Landscape Architect with Community Works Design Group, with East Coast roots. Her undergraduate work at Penn State focused primarily on the means and methods of interaction between people and public spaces and how they've come to shape the landscape we live in today. She discovered the field of Landscape Architecture while fulfilling requirements for her minor in Architectural History and in that moment determined she would go on to receive her Master of Landscape Architecture.

Upon receiving her Master of Landscape Architecture in the spring of 2013, Allison eagerly anticipated her move across the country where she would join her husband as he accepted his dream job opportunity. Within weeks of her relocation to the West Coast, Allison accepted the position of landscape designer at CWDG.

Allison proved herself to be attentive, ambitious and reliable very early on, learning professional design and project management practices from her CWDG colleagues and mentors. Anxious for additional responsibility and the opportunity to work more closely with clients, she quickly moved into project management roles. In 2016, however, she decided to take a brief hiatus from park planning (as well as her commute from Irvine to Riverside each day) and accepted a new position with a firm specializing in high-end residential design based out of Orange County.

During this time, Allison refused to completely cut ties with her CWDG family agreeing to provide consulting services on a part-time basis. She continued to cultivate her design and creativity skills while learning new 3D modeling programs and graphic techniques to better communicate design intent with the many clients unable to envision the final product from a plan view. In early 2017, CWDG provided Allison with an offer to rejoin the team full time in a leadership role. She graciously accepted and hasn't looked back since!

Allison excels at understanding how best to configure and optimize outdoor spaces for the health and enjoyment of users of all ages and abilities. Allison also has a strong grasp of designing with various digital media techniques, including CAD, 3D modeling and photo simulation. With her education and many years with our firm, Allison has been integral in our team's efforts of conveying and shaping ideas for many important projects throughout California.

EXHIBIT C

CONSULTANT'S SCOPE AND FEE BREAKDOWN

SHALIMAR PARK IMPROVEMENTS - SCOPE AND FEE BREAKDOWN

CITY OF COSTA MESA - COMMUNITY WORKS DESIGN GROUP

UPDATED NOVEMBER 30, 2023

				COMM. WORKS DESIGN GROUP					TKE						DESIGN WEST					GEOTEK					Reimbursable Expenses
				LANDSCAPE ARCHITECTURE (PRIME)					SURVEY/ CIVIL ENGINEERING						ELECTRICAL					GEOTECHNICAL					
Task	Description		TOTAL CWDG HOURS	$215	$175	$160	$130	$75	$165	$155	$135	$125	$240	$85										
1	**ADMINISTRATION / UTILITY COORDINATION/ SITE ANALYSIS**	**$27,630.00**	**64**	$10,250.00					$5,555.00						$1,795.00					$10,030.00					**$150**
1.1	Ongoing City/ Team Coordination, Meetings, Site Visits as needed			Yes					Yes						Yes					Yes					
1.1.1	Participate in kick-off meeting			Yes					Yes						Yes					Yes					
1.1.2	Participate in virtual team coordination meeting at each major plan milestone level			Yes					Yes						As Needed					As Needed					
1.2	Utility Coordination/ Records research			only as needed to support civil/ geotech					Yes						Yes					Yes					
1.3	Prepare Topographic Survey								Yes						Yes										
1.4	Prepare Soils Reports														Yes					Yes					
1.5	Develop Project Schedule			Yes					Yes						Yes					Yes					
2	**DESIGN DEVELOPMENT & COMMUNITY OUTREACH**	**$23,760.00**	**114**	$16,910.00					$4,950.00						$1,900.00										**$250**
2.1	Ongoing City/ Team Coordination			Yes																					
2.2	Develop Conceptual Plan with Cost Estimate			Yes					As Needed																
2.3	Prepare presentation materials for City and Community Outreach for 6 meetings			Yes																					
3	**CONSTRUCTION DOCUMENTS / COST ESTIMATES / SPECIFICATIONS , 70%, 90% & 100% CD's)**	**$58,590.00**	**198**	$26,755.00					$16,850.00						$14,985.00										**$250**
3.1	Update conceptual plan to reflect survey/ geotecht			Yes					Review design for compliance																
3.2	Prepare initial conceptual grading plan, conveying general design intent			Yes					Yes																
3.3	Prepare 70% Construction Drawings			Yes					Yes																
3.3.1	Demolition/ Protection Plan			Provide input to civil					Yes																
3.3.2	Grading and Drainage Plans								Yes																
3.3.3	Construction Plans and Details			Yes					Cross ref's to LC-sheets only																
3.3.4	Irrigation Plans, Details, Calculations, Schedules			Yes																					
3.3.5	Planting Plans, Details, Calculations, Schedules			Yes																					
3.4	Prepare 70% Cost Estimates			Yes					Yes																
3.5	Provide written response to City/ Agency Comments relating to 70% Construction Dwgs Review			Yes					Yes																
3.6	Prepare 90% Construction Drawings			Yes					Yes																
3.7	Prepare 90% Estimates			Yes					Yes																
3.8	Prepare 90% Specifications			Yes					Yes																
3.9	Provide written response to City/ Agency Comments relating to 90% CD's			Yes					Yes																
3.10	Prepare 100% Construction Drawings			Yes					Yes																
3.11	Prepare 100% Estimates			Yes					Yes																
3.12	Prepare 100% Specifications			Yes					Yes																
3.13	Provide written response to City/ Agency Comments relating to 100% CD's			Yes					Yes																
4	**BIDDING & CONSTRUCTION SUPPORT**	**$27,940.00**	**156**	$24,140.00					$3,800.00																**$400**
4.1	Bidding Support			Yes					Review design for compliance						Yes, As Needed										
4.2	Construction Administration			Yes					Yes						Yes, As Needed										
4.3	As-Builts			Yes					Yes						Yes										
	SUBTOTAL FEES	**$137,920.00**	**532**	$78,055.00					$31,155.00						$18,680.00					$10,030.00					
	Reimbursable Expenses	**$1,050.00**																							
A	**Allowance for reimbursables for Shalimar Park Expansion to be used only as directed in writing by the City's Project Manager.**	**$10,000.00**																							
B	**Design Contingency for Shalimar Park Expansion to be used only as directed in writing by the City's Project Manager.**	**$10,000.00**																							
	GRAND TOTAL	**$158,970.00**																							

EXCLUSIONS: Materials (concrete, etc.) nor compaction testing during construction; deputy inspection; daily site management/ prevailing wage/DIR documentation with the exception of Surveying

The scope and fees indicated above reflect our team's understanding and experience of what is necessary to bring this project to a successful completion. We are willing and open to negotiating exact scope and fees as necessary to best align with the expectations and exact budget of the City of Costa Mesa

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

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

POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

   B. Establishing a Drug-Free Awareness Program to inform employees about:

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

1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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

G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.