

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
ARCHITERRA, INC. DBA ARCHITERRA DESIGN**

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 ARCHITERRA, INC. DBA ARCHITERRA DESIGN GROUP, a California corporation (“Consultant”).

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide engineering design service for the expansion of Ketchum-Libolt, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in City’s Request for Proposals, attached hereto as Exhibit “A,” and Consultant’s Proposal, attached hereto as Exhibit “B,” both incorporated herein.

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

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

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Hundred Ninety-Three Thousand and Ninety-Eight Dollars (\$ 193,098.00).

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 June 30, 2028, 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:

Architerra, Inc.  
10221 A Trademark Street  
Rancho Cucamonga, CA 91730  
Tel: (909) 484- 2800  
Attn: Richard Krumwiede

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754- 5633  
Attn: Seung Yang

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.

**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**

\_\_\_\_\_  
Richard Krumwiede  
President

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

**CITY OF COSTA MESA**

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

**APPROVED AS TO INSURANCE:**

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

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Seung Yang  
Project Manager

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

DEPARTMENTAL APPROVAL:

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

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

APPROVED AS TO PURCHASING:

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

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

**EXHIBIT A**  
**CITY'S REQUEST FOR PROPOSALS**



**REQUEST FOR PROPOSAL**

**FOR**

**ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF KETCHUM-LIBOLT PARK,  
2150 MAPLE STREET, COSTA MESA  
RFP NO. 23-09D**



**PUBLIC WORKS DEPARTMENT**

**CITY OF COSTA MESA**

**Released on September 5, 2023**

**REQUEST FOR PROPOSAL  
FOR  
ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF KETCHUM-LIBOLT 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:

<b>RFP Issued</b>	<b>September 5, 2023</b>
<b>Non-Mandatory Job-Walk Meeting</b>	<b>September 25, 2023 at 1:30 P.M.</b>
<b>Deadline for Written Questions</b>	<b>October 4, 2023</b>
<b>Proposal Received by City</b>	<b>October 12, 2023 at 2:00 p.m.</b>
<b>Contract Approval</b>	<b>January 2024</b>

\*\*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. Describes 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, 2023**. 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 Number & Certification) which includes Contractor's legal business name(s).

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

- 1. Project Approach, 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. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **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 SERVICE

### REQUEST FOR PROPOSALS FOR ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF KETCHUM-LIBOLT PARK (2150 MAPLE STREET, COSTA MESA)

#### I. INTRODUCTION

Ketchum-Libolt Park is located at 2150 Maple Street at the intersection of Victoria Street / Maple Street. The existing park of approximately 0.34 acres, currently includes a playground featuring elements for 5-12 year old children, seating area and benches, turf, and a larger concrete pad that is occasionally used by the City's mobile recreation van.

The City desires to retain the services of a highly-qualified firm with a specialty in park development to provide design services for the expansion of Ketchum-Libolt Park. The park can be expanded towards Victoria Street by incorporating the green space between the existing park and sidewalk within the park. The existing block wall will need to be removed and a new perimeter fence should be installed at the new park boundary adjacent to the Victoria Street sidewalk as part of the park expansion. In addition, the entire existing park should be reimaged as part of the expansion to provide an updated park.

In addition, the preliminary park design options were discussed with the City's Parks and Recreation Commission at its 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 Ketchum-Libolt 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 Ketchum-Libolt 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 pre-proposal meeting and walk-through will be held on September 25, 2023, 1:30 P.M. at Ketchum-Libolt Park located at 2150 Maple Street. All prospective bidders are strongly encouraged to attend this meeting.**

### **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 Ketchum-Libolt 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.

- 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 progress meetings
4. Review and advise on any construction change order requests
5. Perform punch walk at the end of construction.

#### **VIII. CITY RESPONSIBILITIES**

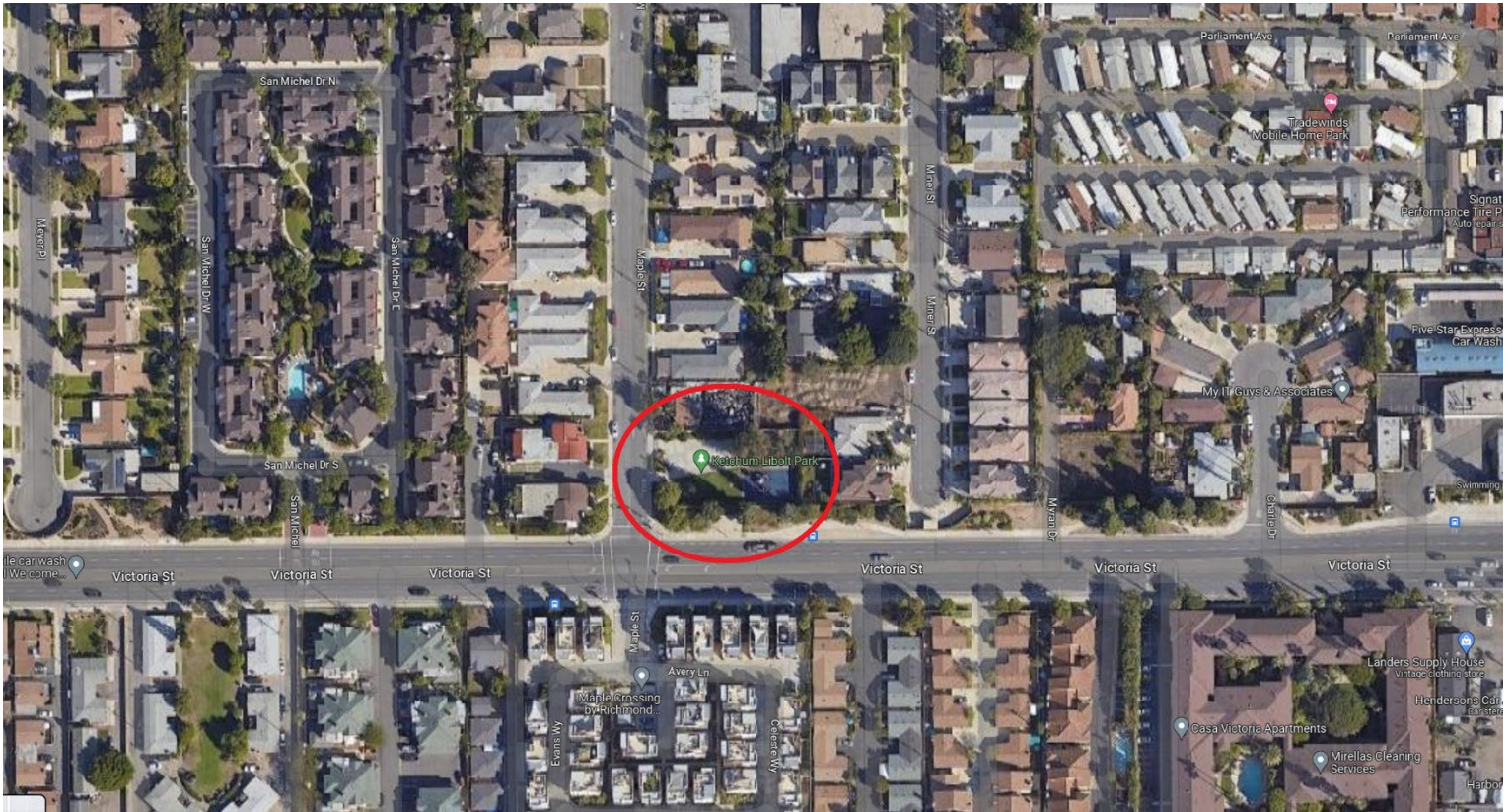
The City of Costa Mesa will be responsible for the following:

- 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. Publicity for all scheduled public meetings, including printing and signage, social media channels, website updates, and other communication channels as necessary.
- d. 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

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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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

IF TO CITY:

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

\_\_\_\_\_  
[Mayor or City Manager]

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

CONSULTANT

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
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:

\_\_\_\_\_  
City Attorney

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

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

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Department Director

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

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Finance Director

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

**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  
KETCHUM-LIBOLT 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. 23-08E FOR ENGINEERING DESIGN SERVICES FOR KETCHUM-LIBOLT PARK EXPANSION PROJECT** at any time after **September 5, 2023**.

\_\_\_\_\_  
**Signature**

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

\_\_\_\_\_  
**Print**

**OR**

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

\_\_\_\_\_  
**Signature**

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

\_\_\_\_\_  
**Print**

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

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

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:



REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA



# 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 KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, 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](mailto: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:

<b><u>NON-MANDATORY JOB WALK</u></b>	<b>1:30 P.M., SEPTEMBER 25, 2023</b>	<b>COMPLETED</b>
<b><u>NON -MANDATORY JOB WALK LOCATION</u></b>	<b>2150 MAPLE STREET, COSTA MESA</b>	<b>COMPLETED</b>
<b><u>DEADLINE TO SUBMIT QUESTIONS</u></b>	<b>OCTOBER 4, 2023</b>	<b>NO CHANGE</b>
<b><u>PROPOSAL DUE DATE</u></b>	<b>2:00 P.M., OCTOBER 12, 2023</b>	<b>NO CHANGE</b>

**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 services of Pat West, LLC and City Fabrick to conduct several community outreach meetings for the Ketchum-Libolt 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:

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA

[https://costamesa.granicus.com/player/clip/4023?view\\_id=14&redirect=true&h=3d33e5997853f0252f04b78227d2140e](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 Ketchum-Libolt Park
2. Attachment 2 - Sign-in Sheet

Sincerely,  

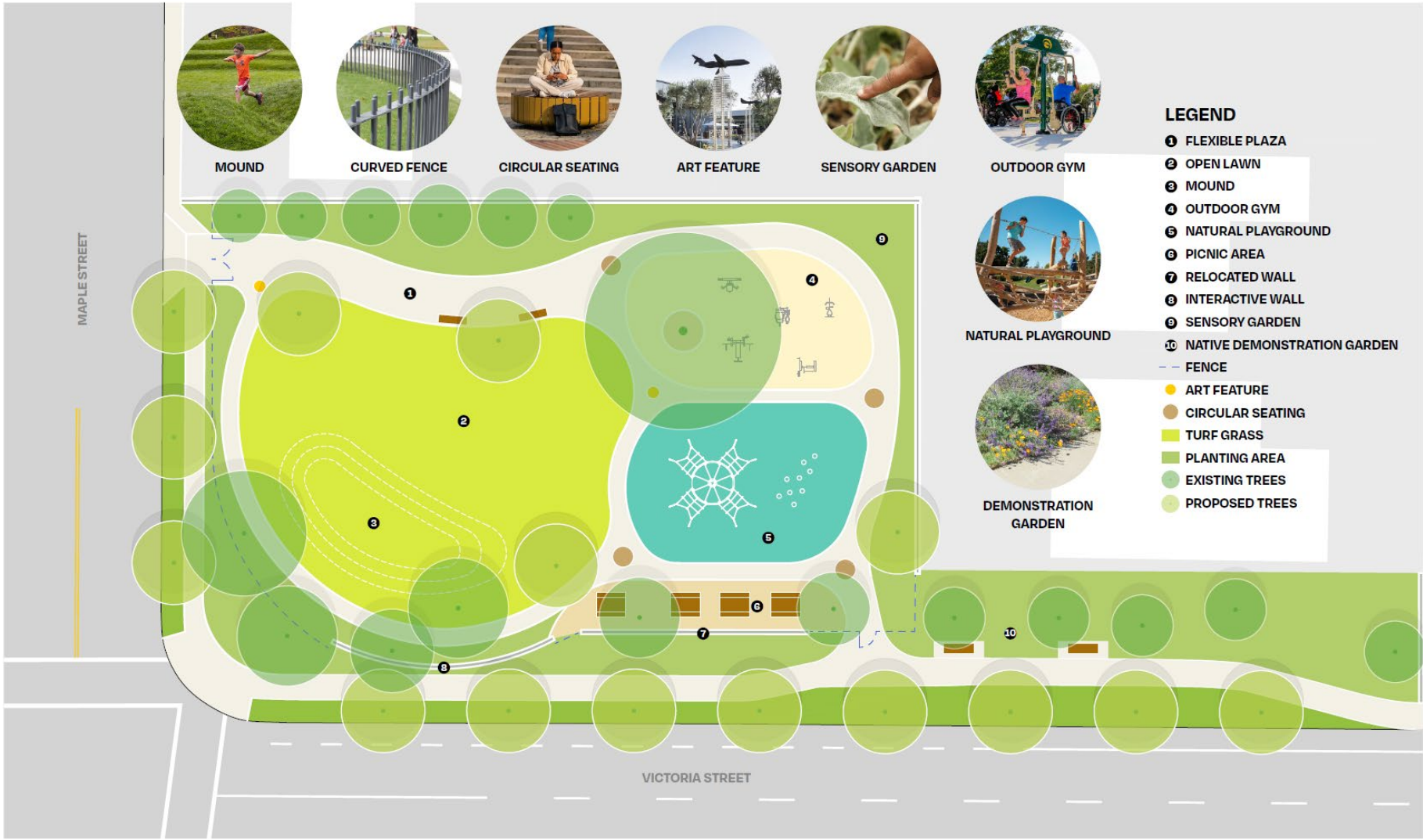

Irina Gurovich  
Associate Engineer



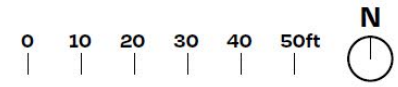


# CONCEPTUAL RENDERINGS

KETCHUM-LIBOLT PARK



**KETCHUM-LIBOLT PARK  
CONCEPT PLAN - OPTION 1**





**MOUND**



**ART FEATURE**



**CIRCULAR SEATING**



**CURVED FENC**



**SENSORY GARDE**



**OUTDOOR GY**

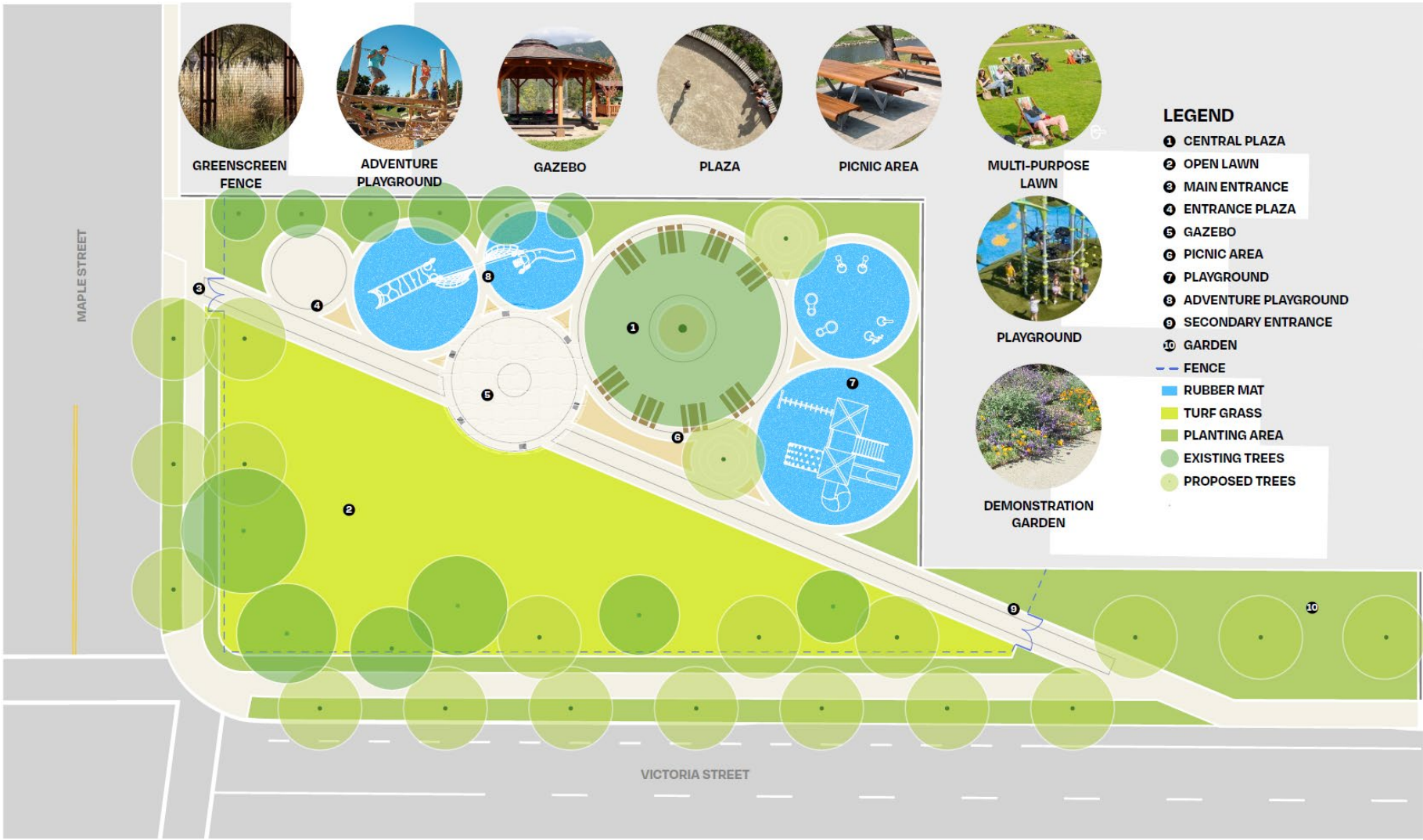


**NATURAL PAYGROUN**

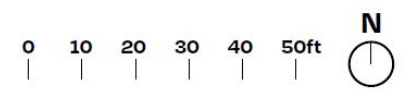


**DEMONSTRATION GARDEN**





**KETCHUM-LIBOLT PARK  
CONCEPT PLAN - OPTION 2**





**GREEN SCREEN  
FENCE**



**ADVENTURE  
PLAYGROUND**



**GAZEBO**



**PLAZA**



**MULTI-PURPOSE  
LAWN**



**PLAYGROUND**



**PICNIC AREA**



**DEMONSTRATION  
GARDEN**



**THE EXPANSION OF KETCHUM-LIBOLT PARK,  
2150 MAPLE STREET, COSTA MESA  
RFP 23-09D**

**WALK-THRU ATTENDANCE LIST**

Monday, September 25, 2023 1:30 pm at the project site

NAME	COMPANY	CONTACT
Tom Munoz	Munoz	Phone: 714-757-7311 E-mail: tmunoz@navigi.net
RICHARD KILMWERDE	ARCHITERRA	Phone: 909-484-2800 E-mail: see card.
Mychal Moser	PBLA Engineering	Phone: 888-714-9642 x3009 E-mail: mmoser@pbla.biz
TAI GOTO	MARK THOMAS	Phone: 949-632-5087 E-mail: tgoto@markthomas.com
Angela Woodward	imadesign	Phone: 949 466-3152 E-mail: awoodward@imadesign.com
Kristen Gros	IDS Group	Phone: 619-768-6784 Y151 E-mail: kristen.gros@idsai.com
ADRIAN ANDERSON	IDS GROUP	Phone: 949-468-6050 E-mail: ADRIAN.ANDERSON@IDSai.com
GENESI WAZANO	TRE Engineering	Phone: (951) 486-0400 E-mail: gwazano@treengineering.com
Eric Sterling	David Volz Design	Phone: 714 641 1300 E-mail: esterling@dvd2design.com
Glenn Fong	CALVADA Surveying	Phone: 951-280-9760 E-mail: gfong@CALVADA.com
C.C. LaGrange	PlaceWorks	Phone: 714.966.9220 E-mail: <del>kristen</del> clagrang@placeworks.com
Paul Kim	NOVA Services	Phone: 818-808-6716 E-mail: pkim@usa-nova.com
		Phone: E-mail:

**THE EXPANSION OF KETCHUM-LIBOLT PARK,  
2150 MAPLE STREET, COSTA MESA  
RFP 23-09D**

**WALK-THRU ATTENDANCE LIST**

Monday, September 25, 2023 1:30 pm at the project site

NAME	COMPANY	CONTACT
		Phone:
		E-mail:
		Phone:
		E-mail:
		Phone:
		E-mail:
		Phone:
		E-mail:
		Phone:
		E-mail:
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		E-mail:

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA



# 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 KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, 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:

<b><u>NON-MANDATORY JOB WALK</u></b>	<b>1:30 P.M., SEPTEMBER 25, 2023</b>	<b>COMPLETED</b>
<b><u>NON -MANDATORY JOB WALK LOCATION</u></b>	<b>2150 MAPLE STREET, COSTA MESA</b>	<b>COMPLETED</b>
<b><u>DEADLINE TO SUBMIT QUESTIONS</u></b>	<b>OCTOBER 4, 2023</b>	<b>COMPLETED</b>
<b><u>PROPOSAL DUE DATE</u></b>	<b>CHANGED TO 2:00 P.M., OCTOBER 16, 2023</b>	
<b><u>PROPOSAL DUE DATE:</u></b>		

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



REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA



# 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 KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, 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](mailto: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:

<b><u>NON-MANDATORY JOB WALK</u></b>	<b>1:30 P.M., SEPTEMBER 25, 2023</b>	<b>COMPLETED</b>
<b><u>NON -MANDATORY JOB WALK LOCATION</u></b>	<b>2150 MAPLE STREET, COSTA MESA</b>	<b>COMPLETED</b>
<b><u>DEADLINE TO SUBMIT QUESTIONS</u></b>	<b>OCTOBER 4, 2023</b>	<b>COMPLETED</b>
<b><u>PROPOSAL DUE DATE</u></b>	<b>2:00 P.M., OCTOBER 16, 2023</b>	<b>CHANGED</b>

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

**CLARIFICATIONS TO PROPOSAL:**

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 Consultant Selection Committee.*

## REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA

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 both the design and construction of the park is \$2.4 Million.*
5. The preliminary plan indicates the removal of the bus turnout. Will this be a part of the park improvements? Is alternative funding available for the removal of the turnout & realignment of the curb (including design services)?
  - A. *The removal of the bus turnout and realignment of the curb (including design services) will be parts of the park improvements. The funds allocated for this project will cover the removal of the bus turnout and realignment of the curb which will include design services.*
6. Is the park expansion intended to include the frontage along the adjacent housing?
  - A. *No, this expansion is not intended to include the frontage along the adjacent housing.*
7. 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. 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.*
8. Section IV requires 3 community outreach meetings while Section VII only requires 2. 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.*

## REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA

9. 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 8 (3 community outreach meetings, 1 Parks and Community Services Commission, 1 Planning Commission and 1 City Council meeting).*
10. 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.*
11. 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 for the Commission and at the City Council meeting.*
12. 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.*
13. 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.*
14. 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.*

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](mailto: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](mailto:Irina.Gurovich@costamesaca.gov).

Sincerely,  


Irina Gurovich  
Associate Engineer

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

KETCHUM-LIBOLT PARK



Proposal  
Engineering Design Services for  
The Expansion of Ketchum - Libolt Park  
2150 Maple Street, Costa Mesa  
RFP No. 23-09D



ARCHITERRA  
DESIGN GROUP  
LANDSCAPE ARCHITECTURE AND PLANNING



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

October 16, 2023

**Re: Request for Proposals Ketchum-Libolt Park Renovations RFP No: 23-09D**

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To Whom It May Concern:

We understand the success of the Ketchum-Libolt Park renovation and reimagination project is very important to the City, and the surrounding residents of Costa Mesa. A key factor to the success of your project will be determined by the selection of a creative and professional consultant team with the required skills and experience to achieve your design goals. **We are that team.** We bring to your project our experience with both new park design and existing park renovations. We have a wealth of experience in traditional park planning, nature and specialty park planning, amphitheater design, bioswale and rain gardens, habitat basins, trail and fitness design along with the development of uniquely creative and educational park facilities.

Based in Southern California our landscape architecture firm has a portfolio of creative park design projects throughout the region. Located just a short drive from Costa Mesa in Rancho Cucamonga, our proximity enables us to respond to your project needs quickly while maintaining an assertive schedule to meet your project goals for the completion of the project. For over 32-years we have provided excellence in design and attentive customer service in park development for many local municipalities and public agencies including successful park project for the Cities of Redondo Beach, Pomona, Moorpark, Montclair, and Signal Hill, California. In the following submission we have included references, and expanded graphics highlighting the creativity and professionalism we will bring to the Ketchum-Libolt Park project.

Our key staff for this project will consist of President **Richard Krumwiede PLA** who will provide project and team oversight; Director of Design, **Gregg Denson PLA** will oversee the conceptual design phase, and **Kay Kite PLA** will provide project management for the duration being the main point of contact with the city along with maintaining project schedule. Ms. Kite is a recent addition to our already well qualified staff having worked on projects of similar scopes for another firm with a large park design portfolio. Recent parks she worked on include Frisbie Park in the City of Rialto, Springbrook Estates Pocket Parks for the County of Riverside, and Ayala Park for the County of San Bernardino. Together these three registered professional landscape architects bring over 100 years combined experience in high value, multi-discipline park design and construction projects.

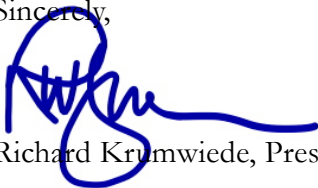
Our subconsultant team will include **JCA and Associates** for lighting and electrical design; **L.D.King, Inc.** for civil engineering, site survey, and WQMP design; **GeoTek, Inc.** will provide geotechnical studies; structural engineering will be provided by **RGSE, Inc.** and finally 3D Renderings will be by our rendering specialists **3DIkon**.

In this proposal we have provided a thorough overview of our assumptions of the City's issues and needs, a detailed scope of services for completion of a successful project, references for five projects completed by ADG that demonstrate our qualifications to meet the unique needs of this project, and a detailed schedule providing benchmarks for the completion of each phase of the project. I am confident with this proposal we have provided the City of Costa Mesa with a valuable, in-depth, and thorough proposal outlining the work plan and tasks to successfully complete the plans for renovating Ketchum-Libolt Park. We are ready to commence work immediately.

As owner and president, I am authorized to submit proposals, negotiate fees, and terms on behalf of Architerra Design Group with the City of Costa Mesa. I personally will be the Principal available throughout the term of the project, and my California license, physical address, internet address, telephone, and fax numbers are shown on our letterhead.

Proposal Validity Period – this proposal is valid for 180-days from the date of submission. We recognize that the City reserves the right to negotiate price, or scope items.

Sincerely,



Richard Krumwiede, President PLA #2834

email: [rkrumwiede@architerradesigngroup.com](mailto:rkrumwiede@architerradesigngroup.com)

## Background and Project Summary

The City of Costa Mesa has a culture that sets it apart from other cities in Orange County. As host to the Orange County Fair, South Coast Plaza as well as multiple arts centers, Costa Mesa has become a center for commerce and arts for the surrounding areas. More than these institutions, Costa Mesa is known for its focus on being a family-oriented environment.

Ketchum-Libolt Park is in a community that mixes older homes and single-story apartment buildings with newer multi-story apartment and town home complexes. The neighborhood has experienced substantial infill development, limiting recreation opportunities for the residents. The diverse housing options attract a variety of residents, all with differing recreational desires and abilities to meet them.



The existing park site is to be redesigned and expanded to reflect the needs and desires of a diverse and vibrant community and create more recreational space.

The park is intended to provide a space for the entire community but has been cut off by block walls on three sides and a fence along the street frontage. The walls and fencing have created an isolated environment that does not attract residents into the park. A large concrete pad dominates the entry to

the park while a play area is tucked in a back corner without any supplemental lighting. The picnic area is isolated in the other back corner with limited seating options, discouraging larger family gatherings.

*Our team understands the City's goals to create an open and inviting park with exciting and innovative play options as well as attractive and functional picnic areas, additional seating areas, and fencing improvements while maintaining mature trees and providing a safe environment for the community.*

ADG has years of experience in utilizing community input to create designs that address the same type of challenges in other urban parks. We understand the need to create a more open and inviting space while providing a safe environment for those enjoying the park. This is evident at the recently completed **Hamilton Park** in the City of Pomona where neglect and criminal activity had made the park all but unusable. ADG worked with the city and surrounding community to create a well lit and easily navigable space that is now heavily used and cared for by the residents. We also have experience with designing small spaces to feel larger as well as maximizing the usability of limited areas. **Hillbrook Park** in the City of Signal Hill is a half-acre park made to seem smaller by the layout of site features and visual barriers. ADG redesigned the park to relieve the crowded feel while increasing the usability of the space. We will use these and other experiences to work with the surrounding community and the City to create an exciting and inviting park to match the unique culture of this Costa Mesa neighborhood.



"Architerra proved to be very flexible in accommodating all the needs of the City through the three-year design and construction process" for Hamilton Park.  
- Rene Guerrero, P.E. Director of Public Works



We understand that timing for completion of our plans is important to the City. As one of the largest landscape architecture firms in the Inland Empire, we are fully staffed with 17 full time credentialed, qualified, and motivated design professionals. We are ready and able to begin your high priority park project in earnest. Our Quality Assurance Program located on page 13 is your assurance that the City will receive impeccable deliverables, provided on time and within budget. Our detailed schedule to complete the park is located on page 19.

### Project Approach & Methodology

Our design will include an exciting and innovative play area, picnic spaces, shade structures at the picnic and play areas, fencing alternatives for replacement the wall along Victoria Street, and state-of-the-art lighting. Focus will be placed on flexible spaces that can be used for larger or more intimate gatherings, removing visual barriers, and increasing lighting levels throughout the space. The design will also focus on sustainability and longevity, utilizing

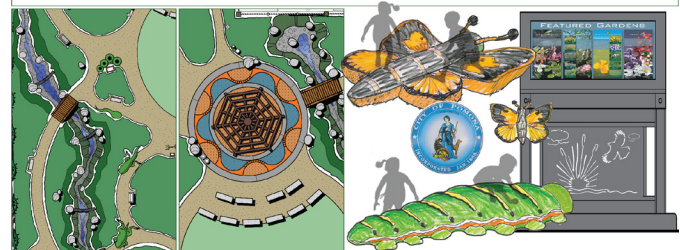
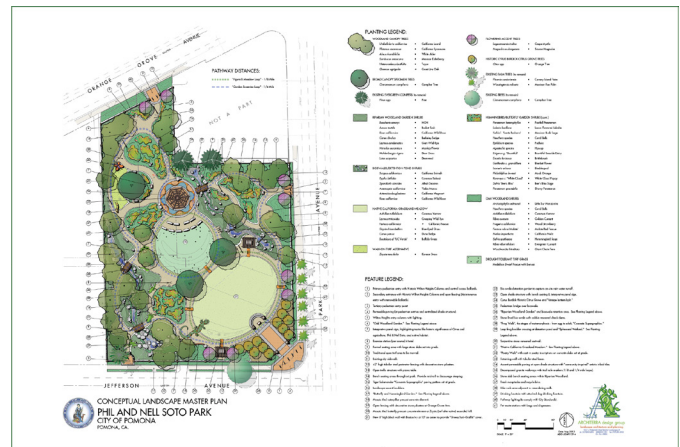


such measures as the preservation of existing trees, advanced irrigation techniques, native and low water use planting, and Low Impact Development measures for storm water runoff. No restroom building or onsite parking is anticipated.

We will prepare one initial design concept and one alternate concept reflecting the intent for the park while respecting the budgetary limitations for construction. These concepts will include a color 3D rendering as well as plans, sections, and profiles where appropriate. The initial concepts will be presented at community workshops. Based on the feedback from the community, two preliminary design concepts will be prepared. These concepts will be presented to the various City

commissions for comments. A final design will be prepared incorporating the comments and suggestions provided.

Upon approval of the final design, ADG will prepare complete construction documents for the project as identified in our scope of services. A custom prefabricated picnic shelter is anticipated to reduce plan preparation and building department review time. The manufacturer will provide structural drawings and calculations for the structure (cost covered by selected contractor). Street improvement plans are not anticipated as a part of this project. Construction Support Services will be provided as outlined in the Scope of Services throughout the anticipated 12 month construction period. Bidding Assistance and CAD as-builts are not included within our scope but can be provided at a later date if requested.



## Statement of Qualifications

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**ARCHITERRA  
DESIGN GROUP**  
LANDSCAPE ARCHITECTURE AND PLANNING

Architerra Design Group (ADG) is a fully insured professional landscape architectural and site planning firm serving California, Arizona, Oregon, New Mexico, and Nevada. The firm was established in 1991 by Richard Krumwiede, a licensed Landscape Architect with over 40 years' experience in the landscape design and construction industry. Architerra is based in Rancho Cucamonga, California, an easy drive to the City of Costa Mesa.

Serving clients' needs by producing sustainable, cost effective, and innovative design solutions is the primary goal of ADG. We achieve these goals with the development of strong design concepts that guide each project from the initial design phases to final construction. Consistently striving to achieve this goal, we work with the clients to produce sustainable projects of lasting value.

Our project experience covers public and private developments of all sizes. These projects include community and specialty parks, inclusive/universal playgrounds, natural open space parks and trails, historic structures, regional, university, college, high school, middle school, and elementary schools, specific plans and design guidelines, community retail and commercial centers, urban redevelopments, city wide streetscape master plans, commercial park master planning, hospitals, multi-family residential complexes, model homes, community master planning, neighborhood entry monuments and custom residential estates.

Technical skills range from the preparation of simple design tissue sketches to formal and elaborate presentation plans, perspective drawings, construction documents, design guidelines, manuals, and construction observation services. The office is also fully CAD-automated.

As one of the Inland Empire's largest Landscape Architecture firms, our Clients have the advantage of working with an experienced principal and project team dedicated to your project from start to finish. This increases the level of service and product quality throughout all phases of the development process. Currently the office is staffed with 17 full-time professional employees, seven of whom are licensed landscape architects. The remainder of the office employees holds either a bachelor's or master's degree in Landscape Architecture, or other complimentary fields.

An important feature to the firm's success is our ability to identify and meet the client's construction budgets. Prior to the start of the design process, we thoroughly discuss the anticipated improvement costs for each phase of development. Based on this initial feedback, value engineering studies are conducted to determine the actual improvements possible to maintain the budgetary constraints. ADG then carefully coordinates all phases of design development with the approved construction budget. This creates projects that are consistently constructed at, or below the original estimate of projected cost.

## Relevant Experience

ADG has cultivated a reputation for high quality design, professionalism, and success in the design of renovated park projects similar to Ketchum-Libolt. The following examples of work detail our experience and professionalism. Expanded graphic examples of our work are included in the Appendix. Additional project references are available on request.



### Hillbrook Park, City of Signal Hill

ADG prepared the design, is currently preparing construction documents and will provide construction administration services for Hillbrook Park in Signal Hill. The City wanted to redesign the park with updated essential amenities which included a picnic shelter and tables, lighting, updating play equipment, a walking track, security fencing, fitness equipment, a display board, marquee sign, and updated planting and irrigation.

ADG prepared three preliminary conceptual design plans and exhibits for City approval. ADG collaborated with the City in the community outreach meetings where design amenities were presented to the community.



### Phil and Nell Soto Park, City of Pomona

Recently completed, this new 1.76-acre passive nature oriented park, located in the Wilton Heights Historic District of Pomona was developed in conjunction with a Rivers and Mountain Conservancy Grant and a State of California Urban Greening Greening grant program.

ADG conducted community outreach meetings with City staff, complete with our in-house Spanish translator. Features of the park include: educational and interpretive signage highlighting the area's historic significance of citrus and agriculture and the native habitat, utilization of local native plants, permeable paving, exercise stations, perimeter fencing, shade structures, picnic areas, children's play area, butterfly and hummingbird garden, bio swale detention garden, riparian woodland garden, native California grassland meadow, decomposed granite walkways with trail mile markers, and pathway lighting.



### Hamilton Park, City of Pomona

ADG prepared a comprehensive plan and construction documents to renovate the existing Hamilton neighborhood park providing updated and expanded, active and passive recreational, resources to a diverse, underserved community. Proposition 68 Grant funding along with bond money from Measure A and W, provided the funding for this park design. ADG assisted City Staff with presentations to the Community.

The Sustainable design is achieved park using drought tolerant, native plants and trees, recycled materials such as recycled materials such as decomposed granite, locally mined boulders and aggregate, and LID

design strategies. The park design features a bioswale and rain garden planted with California Natives for ground water recharge and permeable concrete pavers are used for hardscape at the new heavy timber shade structure and prefabricated restroom.



### Walnut Acres Park, City of Moorpark

Conceptual Design and Construction Documents for a small neighborhood pocket park, in conjunction with the City Moorpark’s Parks and Recreation Department Staff. This 0.38-acre park site is located within an existing neighborhood and incorporates many sustainable features that include: bioswales for storm water infiltration, permeable DG paving, natural materials and drought tolerant native plant materials. Major design features include an open play turf area, a tot lot with equipment for multiple age

groups, picnic tables, benches, concrete access walks and perimeter tubular steel fencing on the three open sides of the park. The western property line incorporated a 6’ high block wall to provide separation from the adjoining residence.



### Dominguez Park, City of Redondo Beach

ADG prepared the conceptual design, collaborated with the City on community engagement presentations, and is currently completing construction documents for the City of Redondo Beach. A revitalization of existing playground areas at Dominguez park, including new playground equipment, rubberized surfacing, pathways and trail layout. The project scope encompasses approximately 1.25-acres of the park, and includes a “joined” (ages 2-5 and 5-12) playground designed to be fully inclusive/full

spectrum and focusing on both the physical and social aspects of inclusion and development through play. Also includes an upper terrace less structured and more “natural” playground elements.



### Sunset Park, City of Montclair

ADG was contracted as part of the plan to revitalize this neighborhood park to create a safer community friendly environment and to provide the planting, irrigation, and hardscape design for the interior park portions. ADG collaborated with the City for the Community engagement events, completed conceptual plans, and are currently completing construction documents.

Amenities include a small informal amphitheater for neighborhood events, prefabricated restroom building, exercise stations, shade structures, new inclusive playground, picnic tables, benches, bike racks, and drinking fountains. A meandering ADA accessible concrete path encircles the park.

Planting consists of drought tolerant trees and shrubs, irrigated by both new irrigation and upgraded existing irrigation.

## Key Staff & Project Team

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Architerra Design Group will serve as the Primary Consultant for the project, with President Richard Krumwiede PLA#2834, providing contract, and team oversight. Gregg Denson PLA#4302, Director of Design, will lead the conceptual processes, while our Project Manager, Kay Kite PLA#6760 will provide daily scheduling, project management and be the main point of contact throughout the duration of the project's contract. All three are registered landscape architects with the State of California. Key personnel will be 100% available throughout the duration of the project with each operating out of our office in Rancho Cucamonga.

Our subconsultant team will include: L.D. King, Inc. for civil engineering, site survey and WQMP design and JCA Engineering, Inc. will provide all electrical and lighting designs. We have also included the services of RGSE to provide as needed structural calcs for designed amenities, GeoTek, Inc. to provide Geotechnical studies and 3DIkon is our go to subconsultant for illustrative and beautifully rendered 3D renderings of the proposed designs.

ADG is fully staffed with 17 full time employees allowing us to be nimble and responsive to client and project needs with no lapses in service or communication. We are ready and available to begin the project immediately.

The following resumes for the key staff members from ADG highlight their experience, professionalism, and certifications. Each is a registered landscape architect for the State of California and possess over 100 years combined experience between them.

Finally, we have included the following organizational chart showing the full staffing resources of ADG along with our proposed sub consultants. We have put together a creative, and professional team that is certain to provide the quality of care and professionalism the Town requires to complete this generational park and trail project.

### Architerra Staff

President/Founder – Richard Krumwiede, ASLA, PLA #2834



Mr. Krumwiede is a hands-on principal, who participates throughout all phases of Architerra projects. He conducts design development and administration on a wide range of projects including community master plan design, parks, public schools, model homes, multi-family, and street projects. He was recently involved in the planning of The Desi House Park and Event Center in Eastvale, and the 1,500-acre Master Plan for Atwell in the City of Banning. He is a past President of the Southern California Chapter of the American Society of Landscape Architects (ASLA).

Honors and Awards include numerous City Beautification Awards, as well as commendations for Model Home and Master Planned Community Designs. In 2007, he was awarded an ASLA Honor Award for garden design and his home and gardens were featured in Sunset magazine's July 2007 issue.

He was born in Upland, California, and graduated from Cal Poly, Pomona with a Bachelor of Landscape

Architecture in 1984. ADG operates under Mr. Krumwiede's California License #2834, and he is also licensed as a landscape architect in Arizona #29115, Oregon #841, New Mexico #538, and Nevada #446.

#### Director of Design – Gregg Denson, ASLA, PLA #4302



As Director of Design, Mr. Denson is responsible for overseeing all aspects of project design from inception to completion. His duties would include: participation in client contact, design development, and finalization of all formal design exhibits.

Mr. Denson has been involved with designing some of the firm's most challenging projects. The talented design team he heads up works on projects focusing on sustainable design for open spaces, parks and public gathering areas..

Mr. Denson will work with staff to prepare all of the graphic sketches and sections detailed in the scope of services. Additionally, he will attend community engagement and team meetings as required to assist in the presentation of our work. Mr. Denson has considerable experience with local municipalities in park design, development and construction implementation.

Recent relevant project experience includes designing: Uptown Park in Yucaipa, the Fairplex Promenade in Pomona, the NBC Universal Park Design, and the Desi House Park Master Plan, which includes a community center and event area for events such as weddings and concerts. He was also the designer of the Moreno Valley Park and Amphitheater project and worked closely with City Staff to understand their needs and transform the City's vision to paper.

Mr. Denson has a Bachelor of Science in Landscape Architecture from California State Polytechnic University, Pomona, and provides more than 17 years of design experience to the firm. He is currently licensed as a landscape architect in California (#4302). He is also a native plant enthusiast who utilizes his own residence for studying the growth characteristics and water requirements of California native plants.

#### Project Manager – Kay Kite PLA #6760 MLA, ASLA, ASIC, CID, CLIA



Ms. Kite comes to ADG with over twenty-five years experience as a senior Landscape Architect. Her practice includes park site design, campus and urban planning, planting design, and project management. She specializes in water conservation, native plant palettes, and efficient irrigation designs. Her previous firm specialized in City and Public park design and she will bring her expertise to the design and community engagement for the Ketchum Libolt Park project.

Other experience includes designing small private residences, university campuses, along with commercial and industrial projects. She has worked directly with contractors and maintenance personnel both pre and post construction to provide site inspections and to assist and refine designs for longevity and practicality while maintaining the desired aesthetic.

She received her Master Landscape Architecture (MLA) from Cal Poly Pomona. She is a registered landscape architect with the State of California and a Certified Irrigation Designer (CID) and a Certified Landscape Irrigation Auditor (CLIA).

## **Subconsultant Team**

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### **JCA Engineering, Inc. Electrical Engineer**

JCA Engineering is dedicated to providing efficient and innovative architectural lighting design services, along with state-of-the-art electrical engineering. JCA is a Certified Small Business Enterprise and is conveniently located in Highland. The principals of this growing firm offer more than 65-combined years of experience in electrical systems engineering.

James Corns President/Principal

As Principal/Project Manager for a majority of the firm's projects, his duties include meetings, site visits, design of Electrical Construction documents and construction support. He also over sees all office activities and reviews all projects.

Relevant Projects with ADG:

- Phil and Nell Soto Park, Pomona CA
- Desi House Park and Community Center, Eastvale CA
- Moreno Valley Civic Center Park and Amphitheater

### **L.D. King, Inc. Civil Engineering/Survey**

Provides consulting civil engineering, and surveying services throughout Southern California from our office in Ontario, California. Since its founding in 1965, L.D. KING, INC. has been providing professional design engineering services to public works, land development, community development, and city planning projects in innovative and successful ways. L.D. KING, INC. staff members bring talent, education and experience to every project.

Carla E. Berard, P.E., P.L.S., Sr. Project Manager  
 California Professional Engineer - Civil Number 45183  
 Professional Land Surveyor Number 7224

Education: Bachelor of Science in Civil Engineering, California State Polytechnic University, Pomona 1986

Ms. Berard has over 35 years of experience in infrastructure improvements for both public works and private land development projects. Carla is a Sr. Project Manager in the Land Development Department. She is responsible for the preparation of grading plans, tract maps, and the design of street, sewer, water, storm drain plans, commercial sites, parks, and recreation centers.

Relevant Projects with ADG:

- Celebration Park, City of Ontario
- Sunset Park, City of Montclair

### **GeoTek, Inc. Geotechnical Services**

GeoTek, Inc. is a full-service consulting firm specializing in geotechnical, construction materials testing and inspection services and environmental services since it was incorporated in 1997. Their services are provided by a diverse team of professional who are passionate about their careers and who carry a specialized knowledge of their profession.

GEOTEK'S staff is a multi-disciplinary team of professionals that include civil/geotechnical engineers, geologist, hydrogeologists, geophysicists, and environmental scientists. These professionals have decades of experience consulting on projects.

### **3D Rendering/Video Flyovers – 3D Ikon**

3DIkon is a Professional Architectural Visualization studio composed of a young team of Architects, 3D Digital Artists, Graphic Designers, and Digital Animators determined to make use of their fullest potential and expertise to professionally assist Architectural firms, Engineering firms, and Building Industries around the globe.

Their sole mission is to provide excellence by meeting your time and cost expectations without sacrificing detail and professionalism. They continuously strive to help their clients with impressive graphics and imaging.

Relevant Projects with ADG:

- Desi House Park and Community Center, Eastvale CA
- Moreno Valley Civic Center Park and Amphitheater

### **RGSE Inc., Structural Engineers**

RGSE, Inc. strives to be a leader in providing value-added engineering services to our clients by creating a successful partnership with them throughout the design and construction process. Our pledge is to establish lasting relationships with our clients by exceeding their expectations and gaining their trust through exceptional performance by every member of our engineering and design team.

Ramon Garcia established RGSE, Inc. in June 2005. RGSE, Inc. primarily provides structural engineering consulting services to architects as part of a design team for building structures. We also provide services for: diligence reports, structural observations, expert witness, forensic engineering, seismic evaluation of existing buildings, and some heavy concrete civil structural design.

RGSE, Inc. has significant project and engineering experience in commercial, industrial, public, DSA, essential facilities, high-end custom homes, senior housing, multifamily housing, mixed use, seismic retrofits, due diligence reports, fatal flaw analysis, and peer reviews.

Relevant Projects with ADG:

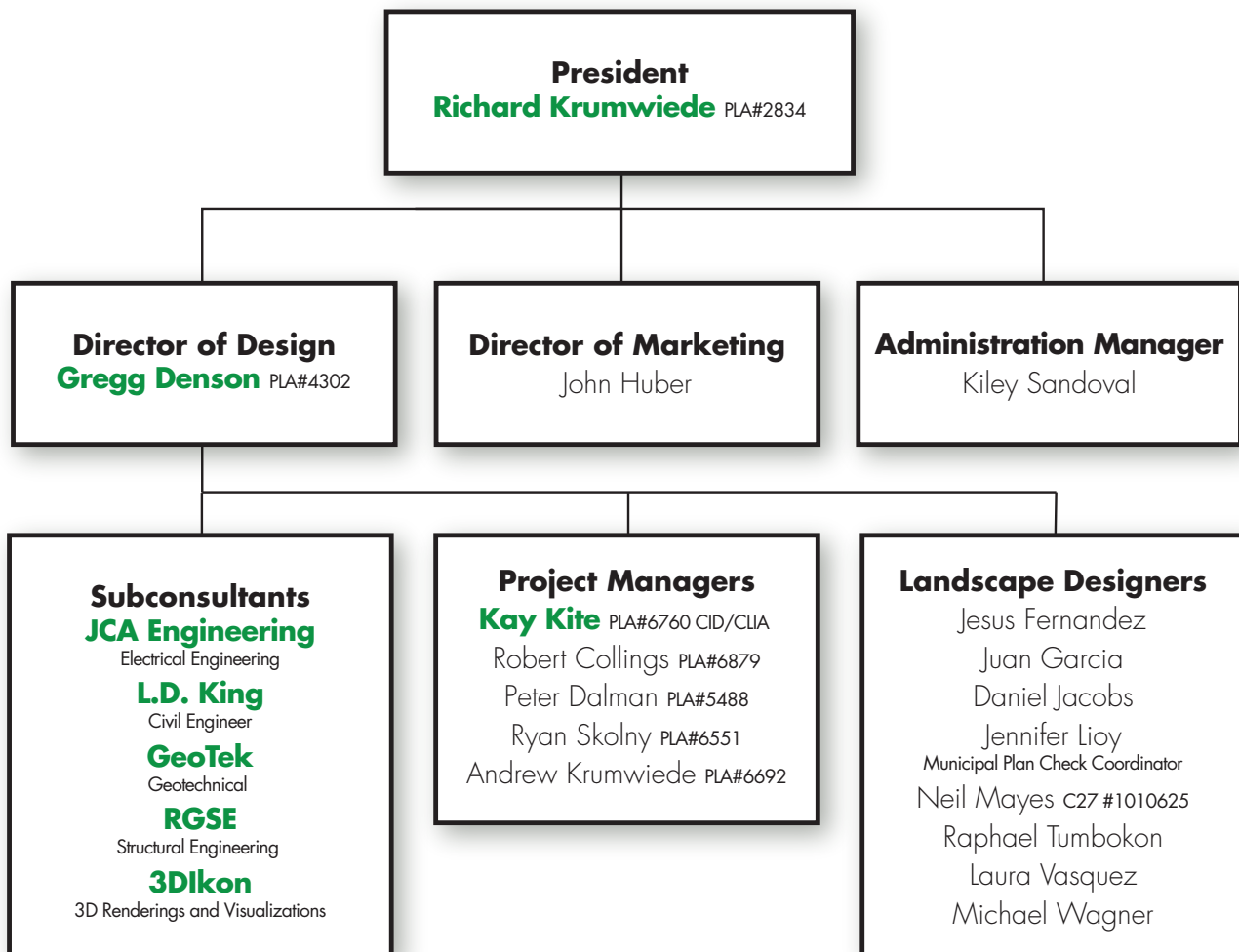
- Dominguez Park, City of Redondo Beach
- Eagle Vista, French Valley (Pulte Homes)



## Organizational Structure Architerra Design Group Team

The following organizational chart highlights the responsibilities and team structure that we will employ for the successful design and construction of Ketchum-Libolt Park. Project manager Kay Kite has the professional experience and skill for the design, community engagement and preparation of construction documents for park projects of similar scope to Ketchum-Libolt Park.

# Architerra Design Group Organizational Chart Ketchum-Libolt Park



## Quality Control and Assurance

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### Timeliness/Work Schedule

It is understood that time is of the essence. ADG will provide services within the number of calendar days as authorized at the time of the project assignment, after the commencement date specified in the notice to proceed. A project schedule is typically completed by our team in “Fast Track”, detailing each project's phases and tasks for Client review and approval prior to the start of work.

Additionally, ADG's projects are consistently completed on time, due to our Principals active involvement during the progression of our projects through weekly project management meetings and proactive staff scheduling.

### Quality Assurance Program

Unlike larger firms, our modest size gives our Clients the advantage of working with an experienced principal from project start to finish, which increases the level of service and product quality throughout all phases of project development. Our office has developed project design standards, construction document standards, and cost estimating programs, which enable us to provide drawings and projects to our Client's, which are consistently higher than the “professional standard of care”. Additionally, all projects are reviewed in-house for errors and corrections prior to Client and/or Agency submittals.

Communication with our Clients, regarding their project's progress, is also a part of our quality assurance program. Clients are updated biweekly through written “Project Status Reports” prepared by the project manager. 90% of our business is either repeat business from established Clients or referrals from our Clients and Public Agencies. This is a direct result of our office's high standards for design, construction documents, and client service.

### Cost Estimating Process

In support of our Value Engineering process, ADG prepares “Statements of Probable Construction Costs” as required by the project's scope of services. The “Statements of Probable Construction Costs” are prepared using Excel spreadsheets, which have been developed by our office over the last 32 years to accurately estimate our project's costs. The office “master” is updated annually using bid data from our clients, contractor surveys, and material cost multipliers. “Statements of Probable Construction Costs” are generally prepared during the Schematic Design, Design Development, and Construction Document Phases for in-house and client review, and input.

### Value Engineering

An important element in our firm's success is our ability to meet the Client's construction budgets. Prior to the start of the design process, we thoroughly discuss the Client's anticipated improvement cost for each phase of development. Based on this initial feedback, value-engineering studies are conducted to determine the actual improvements possible to maintain the budgetary constraints. ADG then carefully coordinates all phases of design development with the approved construction budget. This creates projects that are consistently constructed at or below the original estimate of projected cost.

## Scope of Services

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ADG has reviewed the scope of service requirements for the design of the renovation of Ketchum-Libolt Park identified in the RFP for this project. Based on these requirements, ADG, and its team of consultants, agrees to perform the following services for the Professional Fees indicated.

### A. Project Analysis and Review:

1. Architerra Design Group (ADG)
  - a. Conduct a Team project kick-off meeting with City and stakeholders to introduce team and discuss design direction and scheduling, scope and obtain any relevant plans and documents. Prepare meeting minutes.
  - b. Conduct Site Visit to review and document existing conditions and evaluate opportunities and constraints.
  - c. Prepare graphic site analysis and written site analysis summary report detailing the project site's design opportunities and constraints.
  - d. Program Development.
  - e. Schedule and conduct two (2) project development team meetings with City staff. Prepare meeting agendas and minutes.
  - f. Utility Research (irrigation point of connection, pressure, etc.)
  - g. Project Administration, and Telephone Consultation.
  - h. Consultant Coordination.
2. Civil Engineer
  - a. Attend kick-off meeting with City and Team, and attend design review meetings, as required.
  - b. Review record drawings, utility plans, documents and survey data to verify the existing As-Built conditions and existing easements.
  - c. Research utility points of connection.
  - d. Meet with Public Works Department to gather input and requirements regarding utilities.
  - e. Identify and address hydrology, existing stormwater infrastructure and site hydraulics including options for on-site storm water infiltration.
  - f. Obtain approvals from City Building Department and Public Works for grading and utility improvement plans.
3. Electrical Engineer
  - a. Attend kick-off meeting with City and Team, and attend design review meetings, as required.
  - b. Coordinate with local power utility for points of connection.
4. Geotechnical Engineering Services will include:
  - a. Excavate (4) exploratory hollow stem auger borings with the aid of a track mounted drill rig. Bore holes will be backfilled at completion of drilling.
  - b. Perform infiltration testing at (2) bore holes.
  - c. Perform laboratory testing of soil samples collected from (2) bore holes.
  - d. Prepare geotechnical report for proposed facilities.

### B. Survey Phase:

1. Civil Engineer/Surveyor
  - a. Obtain permission from all landowners where topographic survey information is required.

- b. Project Control – Locate sufficient, existing, centerline and/or boundary monuments to effectively calculate the boundary from record maps, deed(s) and or title report.
- c. Horizontal and vertical control – Establish horizontal and vertical control onsite tied to boundary and Orange County Benchmark (OCBM).
- d. Field Topo – Provide a topo of the site to obtain existing contours and topographic features with the project site and the street centerline of adjacent streets. Provide contour lines beyond the limits of work to establish drainage.
- e. Field Survey – Provide a field survey to locate existing trees, utilities and appurtenances, and spot elevations along existing curbs or walks as necessary for design, within the project site.
- f. Mapping – Prepare base map showing record boundary, centerline and any pertinent data from record drawings. Prepare topographic map at a scale of 1" = 20' with one-foot contours showing all site features, utilities, buildings, trees, etc. Provide base mapping CAD files for the project at 20 scale and plan enlargements at 10 scale.
- g. Cross Sections – Prepare cross sections with existing elevations.
- h. Prepare a Survey Plan containing all information listed above, stamped by a licensed surveyor and submit to the City of Costa Mesa.

### C. Schematic Design Phase:

1. Landscape Architectural services will include:
  - a. Prepare CAD base sheets from site survey at 10-scale on 30" x 42" sheet format. (one sheet)
  - b. Prepare an initial Schematic Design Plan and an alternate Schematic Design Plan at 10-scale for staff review. Plan will show recommended hardscape, planting, and amenity layouts for Client and Agency review.
  - c. Prepare preliminary plant palettes.
  - d. Prepare preliminary irrigation MAWA and ETWU Calculations for both design alternatives.
  - e. Prepare Theme and Material Boards of selected site amenities, landscape fencing, shade structures, and plant photos.
  - f. Meet with City Staff to present initial schematic plans and receive City Comments for revising designs. (2 meetings)
  - g. Revise initial Schematic Design Plans for presentation at public outreach meetings.
  - h. Prepare (1) aerial 3D color rendering of each initial schematic option. (2 total)
  - i. Conduct two (3) public workshops. Prepare bilingual agendas and exhibits. Prepare meeting minutes.
  - j. Based on public feedback and City staff direction, ADG to prepare (2) formal Conceptual Park Plans, one preferred and one alternative along with revised 3D color renderings for presentation to Parks and Community Services Commission, Planning Commission, and City Council.
  - k. Present final Conceptual Plans and renderings to Parks and Community Services Commission, Planning Commission, and City Council. Prepare meeting minutes for each presentation.
  - l. Prepare final Preliminary Design Plan based on feedback from public workshops and City meetings. Revise aerial 3D rendering for final concept.
  - m. Prepare preliminary quantities and cost estimate.
  - n. Provide submittals to all required agencies and departments and obtain approvals.
  - o. Consultant Coordination.
2. Civil Engineering services to include:
  - a. Provide AutoCAD base sheets to Architerra Design Group for use in preparing Park Plans.

- b. Prepare a preliminary grading and drainage plan based on the park layout provided by Architerra Design Group. The preliminary grading plan shall show the vertical control benchmark information, existing and proposed contours and vertical control benchmark information.
  - c. Prepare a Preliminary Utility Plan including water and sewer services based on the Park Layout provided by Architerra Design Group and the tie in locations determined during the Project Analysis Phase.
3. Electrical Engineer services will include:
- a. Conduct site power utility investigation.
  - b. Coordinate design with ADG's team
  - c. Develop preliminary electrical design plan.
  - d. Consult and coordinate with governing power agencies as needed.
  - e. Coordinate with ADG's Cost Estimate, provide preliminary electrical costs and suggest possible changes for any value engineering.

#### **D. Design Development Phase – 70% PS & E:**

1. Landscape Architectural services will include:
- a. Based on any City comments from the Schematic Design Submittal, provide CAD design development at 70% complete PS & E of overall site at 10-scale.
  - b. Provide site demolition plan showing all proposed removals and items to remain.
  - c. Prepare site construction plan indicating all proposed paving, site amenities, features, and the location of each item. Provide a construction legend of all proposed improvements and a site furnishing legend of proposed site amenities and finishes.
  - d. Prepare construction installation details of proposed improvements.
  - e. Coordinate with manufacturers of prefabricated elements including shade structures and play equipment to obtain plans elevations and details.
  - f. Coordinate with Civil Engineer for site grading and drainage including drainage swales & retention areas, landscape berms and hardscape grades.
  - g. Prepare an irrigation plan identifying proposed equipment, P.O.C. location, mainline runs and associated landscape zones and estimated flow rates.
  - h. Prepare Irrigation Details.
  - i. Prepare a planting plan with color-coded tree, shrub and ground cover layout with species and sizes.
  - j. Prepare Planting Details.
  - k. Prepare outline project specifications.
  - l. Prepare an updated project quantities and cost estimate.
  - m. Prepare and submit all Design Development plans and documents to the City for Project Committee review and approval.
  - n. Consultant Coordination.
  - o. Provide (2) 3D renderings-1 aerial and 1 eye level.
2. Civil Engineering services to include:
- a. Coordinate grading design with ADG's team.
  - b. Prepare 70% complete documents for submittal, which include drawings, outline specifications, and preliminary engineering calculations.
  - c. Coordinate with ADG's Cost Estimate to update the quantities and cost estimate.

3. Electrical Engineer services will include:
  - a. Coordinate electrical design with ADG's team.
  - b. Prepare 70% complete power and lighting system electrical plans.
  - c. Provide site illumination plan for walkways.

**E. Construction Document Phase – 90% & 100% PS & E:**

1. Landscape Architectural services will include:
  - a. Provide Title Sheet preparation.
  - b. Provide final site demolition plan.
  - c. Prepare final construction layout plans at 10-scale for site elements indicating horizontal control dimensions, paving materials and finishes, site furniture and lighting standard locations.
  - d. Prepare construction details for site plan features such as hardscape, entry monument sign, seat-walls, picnic tables, barbecues, etc., as required.
  - e. Prepare final irrigation plan for park site in compliance with City Water Efficiency Ordinance. Prepare Water Efficiency Landscape Worksheet
  - f. Prepare irrigation details. Prepare Irrigation Controller Charts.
  - g. Prepare final planting plan for park site in compliance with City Water Efficiency Ordinance.
  - h. Prepare planting details. Prepare a Planting/Irrigation Hydro-zone Plan.
  - i. Provide final technical Construction, Irrigation & Planting Specification sections covering all items of construction. Compile technical sections with city provided boiler plate documents.
  - j. Provide a Soils Test and Soils Management Report.
  - k. Submit completed plans to the City for agency processing and plan check review. (3)
  - l. Provide City Plan Check Corrections.
  - m. Prepare a Statement of Probable Construction Costs based upon final plans.
  - n. Prepare an itemized construction bid form with accurate quantities.
  - o. Consultant Coordination.
  - p. Provide (2) 3D renderings for 90% and final submittal --1 aerial and 1 eye level.
2. Civil Engineering services will include:
  - a. File Notice of Intent to Grade and obtain WDID # from the State Water Quality Control Board by uploading and filing the document to the SMARTS System.
  - b. Provide Final Hydrology/Hydraulic Report for pre and post development peak water runoff for the 50-year 24-hour storm event to confirm a reduction in overall flow rates from the estimated park site.
  - c. Final Design. The final design plans will be based on approved design development plans. The final improvement plans will include:
    - ADA accessibility for all site features.
    - Final precise grading with vertical alignment for all pathways and contours for all graded areas.
    - Drainage will be designed to utilize a bioswale before flowing into the street.
    - Street improvement plans for removal of bus stop on Victoria Street.
    - Provide Construction quantities for all Civil items.
  - d. Review Specifications provided by Architerra based on Standard Specifications for Public Works Construction.
  - e. Water Quality Management Plan (WQMP).

f. Provide revisions necessary as part of agency reviews.

3. Electrical Engineering services will include:

- a. Design final power system including main metered pedestal to meet minimum owner's standards electrical requirements.
- b. Process all required paperwork with local power utility company service requirements for new point of connection and other requirements.
- c. Design of power distribution from new service to each new light fixture, including electrical controls, and all equipment.
- d. Design of walkway and play area lighting to meet all building codes presently adopted by the authority having jurisdiction.
- e. Design of picnic/gathering area lighting and general power.
- f. Design of power connection to new irrigation controller.
- g. Provide structural pole base calculations for walkway/playground and parking lot lights area pole. (two structural calculations included)
- h. Provide site lighting photometric illumination point by point drawing for walkways, playground, as required.
- i. Provide exterior lighting Title 24 calculations.
- j. Provide revisions necessary as a part of Building Department review.

**F. Construction Support Phase (12 months):**

1. Landscape Architectural services will include:

- a. Respond to all Contractor Requests for Information.
- b. Review all Contractor Submittals
- c. Attend weekly in-person construction meetings.
- d. Review and advise on any Construction Change Order Requests.
- e. Perform final punch-list walk at the end of construction.

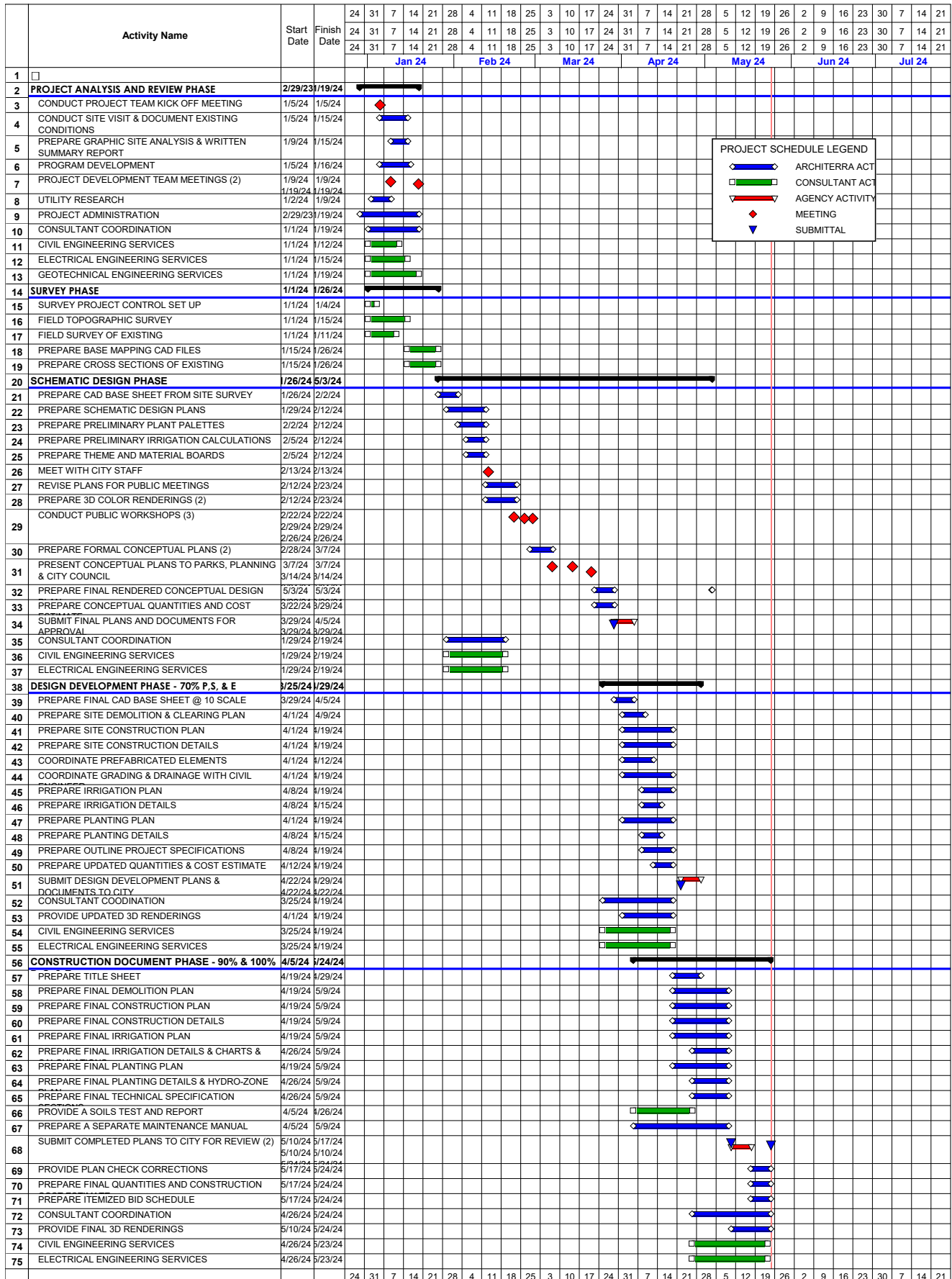
2. Civil Engineering services will include:

- a. Respond to all Contractor Requests for Information.
- b. Review all Contractor Submittals
- c. Attend weekly in-person construction meetings.
- d. Review and advise on any Construction Change Order Requests.
- e. Perform final punch-list walk at the end of construction.

3. Landscape Architectural services will include:

- a. Respond to all Contractor Requests for Information.
- b. Review all Contractor Submittals
- c. Attend weekly in-person construction meetings.
- d. Review and advise on any Construction Change Order Requests.
- e. Perform final punch-list walk at the end of construction.

# Proposed Schedule Ketchum-Libolt Park





## **Administrative and Fiscal Capability**

ADG has proven to be fiscally responsible, having been in business for 32-years. The firm generates an average annual billing of + \$2 million, and has no pending litigations, contract defaults, or other negative financial or legal conditions.

We are not party to any lawsuits, nor have we been disciplined as a consultant by any government agency. We are a sound and established company with a proven track record of financial responsibility. We monitor our fiscal health with diligent monitoring and forecasting of our workload monthly and weekly.

Once monthly billing is completed, the administration department works with the project managers to prepare a back-log report of our work in hand. This report summarizes our remaining contract amounts and pending work on active projects, includes new projects added throughout the month, and identifies projects or phases that may be on hold for 3-6 months, or 6+ months. The principals then evaluate this report, along with month end financial reports, to review the trend line on increasing or decreasing workload. They can then make decisions or adjustments as needed to ensure there is adequate staffing to complete pending and future projects and phases.

## **Elected Officials Disclosure Statement**

ADG has no 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.

## **Proposed Modifications to Professional Services Agreement**

We have reviewed the City of Costa Mesa's indemnity clause in the PSA and would request that the clause be amended, or a clause be added, to include language in alignment with the State's Senate Bill 496. Senate Bill 496 went into effect January 1st, 2018, and modifies California Civil Code section 2782.8, which limits the "duty to defend" to the comparative fault of the professional in private and public contract.

Here is a sample clause that could be added to the agreement:

"If Consultant's obligation to indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code Section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, shall not exceed the Consultant's proportionate percentage of fault."

# Appendix

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA



# 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 KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, 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](mailto:Irina.Gurovich@costamesaca.com). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Richard Krumwiede, President

Company: Architerra Design Group

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:

<b><u>NON-MANDATORY JOB WALK</u></b>	<b>1:30 P.M., SEPTEMBER 25, 2023</b>	<b>COMPLETED</b>
<b><u>NON -MANDATORY JOB WALK LOCATION</u></b>	<b>2150 MAPLE STREET, COSTA MESA</b>	<b>COMPLETED</b>
<b><u>DEADLINE TO SUBMIT QUESTIONS</u></b>	<b>OCTOBER 4, 2023</b>	<b>NO CHANGE</b>
<b><u>PROPOSAL DUE DATE</u></b>	<b>2:00 P.M., OCTOBER 12, 2023</b>	<b>NO CHANGE</b>

**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 services of Pat West, LLC and City Fabrick to conduct several community outreach meetings for the Ketchum-Libolt 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:

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA



# 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 KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, 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: Richard Krumwiede

Company: Architerra Design Group

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:

<b><u>NON-MANDATORY JOB WALK</u></b>	<b>1:30 P.M., SEPTEMBER 25, 2023</b>	<b>COMPLETED</b>
<b><u>NON -MANDATORY JOB WALK LOCATION</u></b>	<b>2150 MAPLE STREET, COSTA MESA</b>	<b>COMPLETED</b>
<b><u>DEADLINE TO SUBMIT QUESTIONS</u></b>	<b>OCTOBER 4, 2023</b>	<b>COMPLETED</b>
<b><u>PROPOSAL DUE DATE</u></b>	<b>CHANGED TO 2:00 P.M., OCTOBER 16, 2023</b>	

**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  
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 KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, 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](mailto:Irina.Gurovich@costamesaca.gov). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Richard Krumwiede

Company: Architerra Design Group

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:

<b><u>NON-MANDATORY JOB WALK</u></b>	<b>1:30 P.M., SEPTEMBER 25, 2023</b>	<b>COMPLETED</b>
<b><u>NON -MANDATORY JOB WALK LOCATION</u></b>	<b>2150 MAPLE STREET, COSTA MESA</b>	<b>COMPLETED</b>
<b><u>DEADLINE TO SUBMIT QUESTIONS</u></b>	<b>OCTOBER 4, 2023</b>	<b>COMPLETED</b>
<b><u>PROPOSAL DUE DATE</u></b>	<b>2:00 P.M., OCTOBER 16, 2023</b>	<b>CHANGED</b>

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

**CLARIFICATIONS TO PROPOSAL:**

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 Consultant Selection Committee.*

**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  
KETCHUM-LIBOLT PARK**

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: Architerra, Inc.

Contact Person for Agreement: Richard Krumwiede

Title: President E-Mail Address: rkrumwiede@architerradesigngroup.com

Business Telephone: (909) 484-2800 Business Fax: (909) 4884-2802

Corporate Mailing Address: 10221-A Trademark St.

City, State and Zip Code: Rancho Cucamonga, CA 91730

Contact Person for Proposals: Richard Krumwiede

Title: President E-Mail Address: rkrumwiede@architerradesigngroup.com

Business Telephone: (909) 484-2800 Business Fax: (909) 4884-2802

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> CORPORATION | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> INDIVIDUAL             | <input type="checkbox"/> SOLE PROPRIETORSHIP           |
| <input type="checkbox"/> PARTNERSHIP            | <input type="checkbox"/> UNINCORPORATED ASSOCIATION    |

**Names & Titles of Corporate Board Members**

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

Names	Title	Phone
Richard Krumwiede	President, Vice President, Secretary, Treasurer	(909) 484-2800

Federal Tax Identification Number: 33-0890993

City of Costa Mesa Business License Number: Will obtain on contract

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

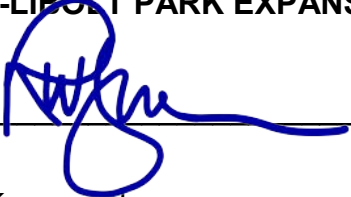
City of Costa Mesa Business License Expiration Date: \_\_\_\_\_



**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. 23-08E FOR ENGINEERING DESIGN SERVICES FOR KETCHUM-LIBOLT PARK EXPANSION PROJECT** at any time after **September 5, 2023**.

  
\_\_\_\_\_  
**Signature**  
Richard Krumwiede  
\_\_\_\_\_  
**Print**

**Date:** October 12, 2023

**OR**

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

\_\_\_\_\_  
**Signature**  
  
\_\_\_\_\_  
**Print**

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

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

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

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

**DISCLOSURE OF GOVERNMENT POSITIONS**

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

None

## COMPANY PROFILE & REFERENCES

### Company Legal Name:

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

Architerra Inc. dba Architerra Design Group

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

Registered Landscape Architect CA #2834

Business Address:

10221-A Trademark St. Rancho Cucamonga, CA 91730

Website Address:

architerradesigngroup.com

Telephone Number:

(909) 484-2800

Facsimile Number:

(909) 484-2802

Email Address:

rkrumwiede@architerradesigngroup.com

Length of time the firm has been in business:

32 years

Length of time at current location:

19 years

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: 33-0890993

Regular Business Hours: Monday - Thursday 7:30 am to 5:30 pm; Friday 8:00 am to 12:00 pm

Regular holidays and hours when business is closed: New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Friday after, Christmas, Weekends (Sat/Sun)

**Contact person in reference to this solicitation:** RichardKrumwiede

Telephone Number: (909) 484-2800 Facsimile Number: (909) 484-28023

Email Address: rkrumwiede@architerradesigngroup.com

**Contact person for accounts payable:** Kiley Sandoval

Telephone Number: (909) 484-2800 Facsimile Number: (909) 484-28023

Email Address: ksandoval@architerradesigngroup.com

Email Address:

**Name of Project Manager:**

Kay Kite

Telephone Number: (909) 484-2800 Facsimile Number: (909) 484-28023

Email Address: kkite@architerradesigngroup.com

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:** City of Moorpark  
 Contact Name: Jeremy Laurentowski, Parks and Recreation Director  
 Contract Amount: \$22,750.00  
 Email: JLaurentowski@moorparkca.gov  
 Address: 799 Moorpark Avenue, Moorpark, CA 93021  
 Brief Contract Description: Design and Construction Documents for Walnut Acres Park
- Company Name:** City of Pomona  
 Telephone Number:  
 Contact Name: Matt Pilarz, Senior Civil Engineer  
 Contract Amount: \$116,600.00  
 Email: Matt\_Pilarz@ci.pomona.ca.us  
 Address: 505 South Garey Avenue, Pomona, CA 91769  
 Brief Contract Description: Design and Construction Documents for Hamilton Park
- Company Name:** City of Beaumont  
 Telephone Number: Doug Story, Community Services Director  
 Contact Name: \$37,950.00  
 Contract Amount: dstory@beaumontca.gov  
 Email: 550 E. 6th Street, Beaumont, CA 92223  
 Address: Design and Construction Documents for Rangel Park  
 Brief Contract Description:
- Company Name:** County of San Bernardino Special Districts  
 Telephone Number: Phil Krause, District Planner  
 Contact Name: \$106,525.00  
 Contract Amount: phil.krause@sdd.sbcounty.gov  
 Email: 222 W. Hospitality Lane, 2nd Floor, San Bernardino, CA 92415  
 Address: Design and Construction Documents for Desert View Conservation Area  
 Brief Contract Description:
- Company Name:** City of Redondo Beach  
 Telephone Number: Andrew Winje, City Engineer  
 Contact Name: \$92,500.00  
 Contract Amount: Andrew.Winje@redondo.org  
 Email: 415 Diamond Street Redondo Beach, CA 90277  
 Address: Design and Construction Documents for Dominguez Park  
 Brief Contract Description:



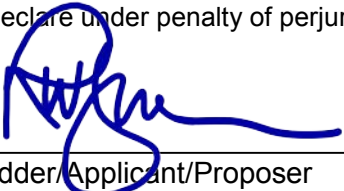
**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION  
DISCLOSURE FORM**

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
N/A				

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

October 12, +2023  
\_\_\_\_\_  
Date

Creativity. Service. Environment.



ARCHITERRA  
DESIGN GROUP  
SINCE 1991

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





**Not to Exceed Fee Proposal: Engineering Design Services for  
The Expansion of Ketchum-Libolt Park 2150 Maple Street, Costa Mesa  
RFP No. 23-09D**

We present the following fees for the completion of the above referenced project. We have included the subconsultant fees herewith and have included their expanded scope and proposals in the ensuing fee package as well.

Task A: Project Analysis and Review	\$ 29,633.00
Task B: Site Survey	\$ 7,375.00
Task C: Schematic Design Phase	\$ 35,540.00
Task D: Design Development Phase	\$ 24,230.00
Task E: Construction Document Phase	\$ 39,250.00
Task F: Construction Support Service Phase	\$ 37,070.00
<b>GRAND TOTAL</b>	<b><u>\$173,098.00</u></b>
Estimated Reimbursables	\$ 10,000.00
Design Contingency	\$ 10,000.00
<b>GRAND TOTAL (with estimated reimbursable allowance):</b>	<b><u>\$193,098.00</u></b>

**Architerra Design Group Hourly Rates**

Principal	\$200.00
Director	\$175.00
Project Manager	\$135.00
Landscape Designer	\$125.00
CAD Designer	\$110.00
Clerical	\$ 65.00

***We have included each subconsultants proposal along with their hourly rates in this fee package.***

**Reimbursable Expenses**

Reimbursable expenses can vary and are dependent on the needs and demands of the Client. The following costs shall be reimbursed at cost plus, and are not included in the Fee for Professional Services:

- Expense of reproductions for generation of original drawings, plan check submittals and construction bidding, including printing, Xerox copying, photo reproductions.
- Cost of postage and shipping expenses other than first class mail.
- All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.
- Photographic services, film and processing.
- Agronomic Soils tests and reports.
- Construction materials testing & reports
- Cost of models, special rendered exhibits, promotional photography, special process printing, special equipment, special printed reports or publications maps and documents approved in advance by City.
- Agency Processing and fees paid for securing approval of agencies having jurisdiction over the Project (Plan check fees, variance applications, etc.).
- Fees for additional special consultants retained with the approval of City.

**ARCHITERRA DESIGN GROUP, INC.**

HOURLY & COST PROJECTIONS

**JOB NAME: KETCHUM-LIBOLT PARK**

CLIENT: COSTA MESA

CONTACT:

DATE: October 16th, 2023

PREPARED BY: Kay, Gregg & Rich

<b>PROJECT ANALYSIS AND REVIEW:</b>	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
PROJECT KICK-OFF MEETING	2	2	2				6	\$1,020.00
SITE VISIT/FIELD INVENTORY			4		4		8	\$940.00
PREPARE SITE ANALYSIS SUMMARY		1	3	9			13	\$1,705.00
PROGRAM DEVELOPMENT			3				3	\$405.00
PROJECT TEAM MEETINGS WITH CITY STAFF - 2 MTGS	3	6	6				15	\$2,460.00
PREPARE AGENDAS AND MEETING MINUTES			4				4	\$540.00
UTILITY COORDINATION			2				2	\$270.00
PROJECT ADMINISTRATION/TELEPHONE CONSULTATION		2	14				16	\$2,240.00
CONSULTANT COORDINATION (PROJECT ANALYSIS) - 10%			14				14	\$1,890.00
<b>CIVIL ENGINEER</b>							ALLOW	\$6,100.00
<b>ELECTRICAL ENGINEER</b>							ALLOW	\$850.00
<b>GEOTECHNICAL INVESTIGATION</b>							ALLOW	\$11,213.00
<b>TOTALS</b>	<b>5</b>	<b>11</b>	<b>52</b>	<b>9</b>	<b>4</b>	<b>0</b>	<b>81</b>	<b>\$ 29,633.00</b>

<b>SURVEY:</b>	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
CONSULTANT COORDINATION (SURVEY)			5				5	\$675.00
<b>CIVIL ENGINEER</b>							ALLOW	\$6,700.00
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>\$ 7,375.00</b>

<b>SCHEMATIC DESIGN:</b>	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
BASE SHEET DEVELOPMENT (10 SCALE CAD)			2		5		7	\$770.00
INITIAL DESIGN PLAN - 2 ALTERNATIVES		4	4	24	8		40	\$5,040.00
PRELIMINARY PLANT PALETTE		1		3			4	\$550.00
PRELIMINARY IRRIGATION & MAWA CALCS			1		4		5	\$535.00
THEME AND MATERIAL BOARDS			4		8		12	\$1,340.00
CITY STAFF DESIGN REVIEW MEETINGS - 2 MTGS		3	3				6	\$930.00
PREPARE AGENDAS AND MEETING MINUTES			14				14	\$1,890.00
CONDUCT PUBLIC MEETINGS - 3 MTGS		9	9				18	\$2,790.00
REVISE INITIAL PLANS BASED ON PUBLIC MTGS - 2 ALTERNATIVES		2	4	12	6		24	\$2,990.00

PRESENT TO PARKS COMMUNITY SERVICES COMMISSION - 1 MTG		3	3				6	\$930.00
PRESENT TO PLANNING COMMISSION - 1 MTG		3	3				6	\$930.00
PRESENT TO CITY COUNCIL - 1 MTG		3	3				6	\$930.00
PRELIMINARY COST ESTIMATE			2		4		6	\$670.00
PROJECT ADMINISTRATION/TELEPHONE CONSULTATION		2	14				16	\$2,240.00
CONSULTANT COORDINATION (SCHEMATIC) - 10%			9				9	\$1,215.00
<b>CIVIL ENGINEERING (30%)</b>							<b>ALLOW</b>	<b>\$4,890.00</b>
<b>3D RENDINERINGS</b>							<b>ALLOW</b>	<b>\$5,200.00</b>
<b>ELECTRICAL ENGINEER</b>							<b>ALLOW</b>	<b>\$1,700.00</b>
<b>TOTALS</b>	<b>0</b>	<b>30</b>	<b>75</b>	<b>39</b>	<b>35</b>	<b>0</b>	<b>179</b>	<b>\$ 35,540.00</b>

<b>DESIGN DEVELOPMENT PHASE 70% PS&amp;E:</b>	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
70% COMPLETE DESIGN PLAN COORD			4		4		8	\$940.00
SITE DEMOLITION PLAN			2		6		8	\$870.00
SITE CONSTRUCTION PLAN			4		6		10	\$1,140.00
SITE CONSTRUCTION DETAILS			4		12		16	\$1,740.00
MANUF. COORDINATION FOR PLAY EQUIPMENT		4	2				6	\$970.00
MANUF. COORDINATION FOR PICNIC SHELTER		4	2				6	\$970.00
IRRIGATION PLAN		2	2		6		10	\$1,220.00
IRRIGATION DETAILS					0.5		0.5	\$50.00
PLANTING PLAN		2	2		6		10	\$1,220.00
PLANTING DETAILS					0.5		0.5	\$50.00
OUTLINE SPECIFICATIONS		1	6				7	\$985.00
UPDATED COST ESTIMATE			2		4		6	\$670.00
PREPARE AND SUBMIT PLANS			2		2		4	\$470.00
CONSULTANT COORDINATION (DESIGN DEVELOPMENT) - 10%			9				9	\$1,215.00
<b>3D RENDINERINGS</b>							<b>ALLOW</b>	<b>\$1,800.00</b>
<b>CIVIL ENGINEERING (70%)</b>							<b>ALLOW</b>	<b>\$6,520.00</b>
<b>ELECTRICAL ENGINEERING</b>							<b>ALLOW</b>	<b>\$3,400.00</b>
<b>TOTALS</b>	<b>0</b>	<b>13</b>	<b>41</b>	<b>0</b>	<b>47</b>	<b>0</b>	<b>101</b>	<b>\$ 24,230.00</b>

<b>CONSTRUCTION DOCUMENT PHASE 90% &amp; 100% PS&amp;E</b>	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
TITLE SHEET/PROJECT INFO.			2		5		7	\$770.00
DEMOLITION PLAN			2		4		6	\$670.00
CONSTRUCTION PLAN (10 HRS/SHT)			2		6		8	\$870.00
CONSTRUCTION DETAILS			4		12		16	\$1,740.00
IRRIGATION PLAN (10 HRS/SHT)			4		6		10	\$1,140.00
IRRIGATION DETAILS					1		1	\$100.00

PREPARE WATER EFFICIENT LANDSCAPE WORKSHEET					1		1	\$100.00
PREPARE IRRIGATION CONTROLLER CHARTS					1		1	\$100.00
PLANTING PLAN (10 HRS/SHT)			4		6		10	\$1,140.00
PLANTING DETAILS					1		1	\$100.00
PLANTING/IRRIGATION HYDROZONE PLAN					1		1	\$100.00
CONSTRUCTION SPECIFICATIONS			4				4	\$540.00
IRRIGATION & PLANTING SPECIFICATIONS			2				2	\$270.00
SOILS TEST & REPORT TIME ( BILLED AS REIMBURSABLE)			2				2	\$270.00
IN HOUSE PLAN CHECK		5					5	\$875.00
PREPARE AND SUBMIT PLANS TO CITY			4		2		6	\$740.00
PLAN CHECK CORRECTIONS (IN-HOUSE/AGENCY)			4		14		18	\$1,940.00
COST ESTIMATE (FINAL)			1		4		5	\$535.00
PREPARE ITEMIZED CONSTRUCTION BID FORM			8		2		10	\$1,280.00
CONSULTANT COORDINATION (CONSTRUCTION DOCUMENTS) - 10%			18				18	\$2,430.00
<b>3D RENDINERINGS</b>							ALLOW	\$1,800.00
<b>CIVIL ENGINEERING (90% &amp; 100%)</b>							ALLOW	\$4,890.00
<b>CIVIL ENGINEERING (WQMP)</b>							ALLOW	\$4,200.00
<b>ELECTRICAL ENGINEERING</b>							ALLOW	\$3,650.00
<b>STRUCTURAL CALCULATIONS</b>							ALLOW	\$9,000.00
<b>TOTALS</b>	<b>0</b>	<b>5</b>	<b>61</b>	<b>0</b>	<b>66</b>	<b>0</b>	<b>132</b>	<b>\$ 39,250.00</b>

<b>CONSTRUCTION SUPPORT SERVICES:</b>	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
RESPOND TO REQUESTS FOR INFORMATION			12				12	\$1,620.00
REVIEW CONTRACTOR SUBMITTALS			12				12	\$1,620.00
WEEKLY CONSTRUCTION PROGRESS MEETINGS (12 MONTHS)			180				180	\$24,300.00
REVIEW AND ADVISE ON CHANGE ORDER REQUESTS			12				12	\$1,620.00
PUNCH WALK			6				6	\$810.00
FIELD REPORT PREARATION			12				12	\$1,620.00
CONSULTANT COORDINATION (CONSTRUTION SUPPORT)			8				8	\$1,080.00
<b>CIVIL ENGINEERING</b>							ALLOW	\$3,400.00
<b>ELECTRICAL ENGINEERING</b>							ALLOW	\$1,000.00
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>242</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>242</b>	<b>\$ 37,070.00</b>
HOURLY BILLING RATES	\$200.00	\$175.00	\$135.00	\$125.00	\$100.00	\$65.00		

<b>TOTAL PROFESSIONAL SERVICES</b>	<b>\$ 173,098.00</b>
<b>ESTIMATED REIMBURSABLE EXPENSES</b>	<b>\$10,000.00</b>
<b>DESIGN CONTINGENCY</b>	<b>\$10,000.00</b>
<b>GRAND TOTAL</b>	<b>\$193,098.00</b>

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**ENGINEERING AND SURVEYING SERVICES  
FOR THE EXPANSION OF KETCHUM-LIBOLT PARK  
IN THE CITY OF COSTA MESA**

Proposal for Civil Engineering Services to provide Engineering and Surveying services for the Expansion of Ketchum-Libolt Park, a 0.34 acre park located at the Northeast corner of Victoria Street and Maple Street, in the City of Costa Mesa. The Scope of Services is more specifically defined in the task descriptions below.

**TASK 1 TOPOGRAPHIC MAPPING, SITE REVIEW AND UTILITY RESEARCH**

**Surveying & Mapping:**

- Project Control – Locate sufficient, existing, centerline and/or boundary monuments to effectively calculate the boundary from record maps, deed(s) and or title report.
- Horizontal and Vertical Control – Establish horizontal and vertical control onsite tied to boundary and Orange County Benchmark, OCBM.
- Field Topo – Provide a topo of the site to obtain existing contours and topographic features within the project site and to the street centerline of adjacent streets. Provide contour lines beyond the limits of work to establish drainage patterns.
- Field Survey - Provide a field survey to locate existing trees, utilities and appurtenances and spot elevations along existing curbs or walks as necessary for design, within the project site.
- Mapping – Prepare base map showing record boundary, centerline and any pertinent data from record drawings. Prepare topographic map at a scale of 1" = 20' with one-foot contours showing all existing site features, utilities, buildings, trees, etc. Provide base mapping CAD files for the project, at 20 scale and play area enlargements at 10 scale.
- Cross Sections – Prepare cross sections with existing elevations.
- Prepare a Survey Plan containing all information listed above, stamped by a licensed surveyor and submit to the City of Costa Mesa.

**Site Review and Research:**

- Review record drawings, documents and survey data to verify the existing As-Built condition and existing easements.
- Provide field observation.
- Meet with Public Works Department to gather input and requirements regarding utilities.
- Identify and address hydrology, existing stormwater infrastructure and site hydraulics including options for on-site stormwater infiltration.

**Utility Investigation/Coordination:**

- Notify utility companies to obtain plans of existing utility facilities, and identify and 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.

**ARCHITERRA DESIGN GROUP  
KETCHUM-LIBOLT PARK  
IN THE CITY OF COSTA MESA**

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- Coordinate 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 conflict with utility companies.
- Obtain approval in writing from utility companies for necessary utility work and clearance.
- Comply with the City of Costa Mesa's "Utility Coordination Procedures."

## **TASK 2 CONSTRUCTION DOCUMENTS**

### Schematic Design Phase:

- Provide AutoCAD base sheets to Architerra Design Group for use in preparing Park Plans. Park Base Sheets to be set at 20 scale with enlargements at 10 scale if requested.

### Preliminary Construction Bid Documents:

- Preparation of a Preliminary Grading and Drainage Plan based on the Park Layout provided by Architerra Design Group. The preliminary grading plan shall show the vertical control benchmark information, existing and proposed contours and vertical control benchmark information.
- Preparation of a Preliminary Utility Plan including water and sewer services based on the Park Layout provided by Architerra Design Group and the tie in locations determined during the Site Inventory and Analysis Phase.

### Final Construction Bid Documents:

The final design plans will be based on the approved design development plans. The final improvement plans will include:

- Grading and Drainage Plan including all proposed contours and significant spot elevations, parking lot revisions, drainage system design with ADA Accessibility to all site features.
- Final earthwork quantities.
- Utility Plan including sewer and water improvements.
- Street Improvement Plan for improvements along Victoria Street for the removal of the existing bus turn-out.
- Provide revisions necessary as part of the City review.
- Updated Opinions of Probable Cost for all civil items.
- Provide Technical Specifications for all civil items based on Standard Specifications for Public Works Construction.

## **TASK 3 PROJECT MEETINGS AND COORDINATION**

- Attendance at design review meetings as needed. (Includes 4 hours Project Manager, 2 hours Project Engineer.)
- Coordination with Architerra Design Group and City Staff.
- Obtain approvals from City Building Department and Public Works for grading and utility improvement plans.

**ARCHITERRA DESIGN GROUP  
KETCHUM-LIBOLT PARK  
IN THE CITY OF COSTA MESA**

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- This task to be billed on a Time and Materials basis not to exceed without prior authorization from the Client.

**TASK 4 WATER QUALITY MANAGEMENT PLAN**

Prepare a Water Quality Management Plan for the site to fulfill the requirements of the City of Costa Mesa MS4 permit related to Santa Ana Regional Water Quality Control Board.

**TASK 5 STORM WATER POLLUTION PREVENTION PLAN**

Prepare a Storm Water Pollution Prevention Plan to meet the requirements of the California Construction General Permit Order. Submit to the City of Costa Mesa for information and file with the SMARTS system for the Regional Water Quality Control Board to obtain a WDID number.

**TASK 6 CONSTRUCTION SUPPORT**

Provide Construction Support as needed.

- Respond to Contractor Requests for Information.
- Review Contractor Submittals.
- Attend weekly construction progress meetings, when necessary.
- Review and advise on any construction change order requests.
- Perform punch walk at the end of construction.



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**ENGINEERING AND SURVEYING SERVICES  
FOR THE EXPANSION OF KETCHUM-LIBOLT PARK  
IN THE CITY OF COSTA MESA**

**COMPENSATION**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Task 1	Topographic Mapping, Site Review and Utility Research	\$8,600.00
Task 2	Construction Documents	\$16,300.00
Task 3	Project Meetings and Coordination (T&M)	\$4,200.00
Task 4	Water Quality Management Plan (If Required)	\$4,200.00
Task 5	Storm Water Pollution Prevention Plan (If Required)	\$4,100.00
Task 6	Construction Support	\$3,400.00
	Reimbursable Expenses (estimated)	\$500.00
<b>TOTAL</b>		<b>\$41,300.00</b>

**TERMS, FEES, AND CONDITIONS ARE VALID FOR 60 DAYS FROM THE DATE OF THIS PROPOSAL.**

**PROFESSIONAL FEE FOR SERVICES**

Client agrees to compensate Consultant for civil engineering services for a fixed fee amount of \$36,600.00, and Project Meetings and Coordination and Reimbursable Expenses on a Time and Materials basis of \$4,700.00.

**EXTRA WORK**

Client agrees to pay Consultant compensation for all authorized extra work at the hourly rates set forth in the attached Rate Schedule. All such extra work shall be authorized by the Client prior to commencing such work.

**FEE ADJUSTMENTS**

Client understands and agrees that the fees quoted for the services to be performed are subject to an annual increase on October 1<sup>st</sup> of each year, beginning in 2024. The percentage increases (if any) shall apply only to the unexpended portion of the total Agreement amount remaining on each such October adjustment date. The adjustment will be in accordance with adjustments in the Master Agreement between the Civil Engineers and Land Surveyors of Southern California and the International Union of Operating Engineers Local No. 12, AFL-CIO.



**ARCHITERRA DESIGN GROUP  
KETCHUM-LIBOLT PARK  
IN THE CITY OF COSTA MESA**

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**PROPOSAL SUBMITTED BY:**

Carla Berard, P.E., P.L.S.  
CEO

***THIS PROPOSAL DATED OCTOBER 13, 2023, IS ACCEPTED BY:***

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name Printed

# L.D. King, Inc. Rate Schedule

October 1, 2022 – September 30, 2023

Principal .....	\$186.00
Sr. Engineer Designer .....	\$184.00
Sr. Project Manager.....	\$184.00
Project Manager .....	\$164.00
Project Engineer .....	\$145.00
Engineer/Designer III .....	\$131.00
Engineer/Designer II .....	\$115.00
Engineer/Designer I.....	\$105.00
CAD Drafter III.....	\$105.00
CAD Drafter II .....	\$ 95.00
CAD Drafter I.....	\$ 70.00
Administrative Assistant.....	\$ 70.00
Intern .....	\$ 49.00
<b><u>Surveying Services</u></b>	
Director of Survey.....	\$185.00
Senior Survey Calculator.....	\$154.00
Survey Calculator.....	\$136.00
3-Man Survey Crew .....	\$356.00
2-Man Survey Crew .....	\$309.00
1-Man Survey .....	\$198.00
<b><u>Travel Time</u></b>	
3-Man Survey Crew .....	\$356.00
2-Man Survey Crew .....	\$309.00
1-Man Survey .....	\$198.00
<b><u>Overtime Rates</u></b>	
3-Man Survey Crew .....	\$469.00
2-Man Survey Crew .....	\$410.00
1-Man Survey .....	\$293.00
<b><u>Subsistence</u></b>	
3-Man Survey Crew .....	\$488.00
2-Man Survey Crew .....	\$324.00
<b><u>Construction Services</u></b>	
Sr. Resident Engineer .....	\$142.00
Resident Engineer.....	\$136.00
Senior Inspector .....	\$126.00
Inspector.....	\$109.00
Car/Truck for Construction Services Personnel.....	\$ 71.00/Day
<b><u>Reimbursable Costs</u></b>	
In-House Printing.....	Cost
Outsourced Printing Expenses.....	Cost + 15%
Express Mail & Delivery.....	Cost + 15%
Subconsultant Services.....	Cost + 10%

**NOTE:** L.D. King, Inc. reserves the right to change hourly rates on October 1, due to labor agreements, salary adjustments, and changes in operating expenses. All billings will be at the current billing rates.





**Engineering Inc.**

*Electrical Engineering & Consulting*

8048 Palm Ave.  
Highland, CA  
92346

909.864.0223  
Fax 909.864.0280

[james.corns@jcaeng.com](mailto:james.corns@jcaeng.com)

**SERVICE AUTHORIZATION AND AGREEMENT**

Date: 10/05/23

Requested By: Richard Krumwiede  
Company: ARCHITERRA Design Group, Inc. JCA File # 23-3008.0

Address: 10221-A Trademark  
Rancho Cucamonga, CA 91730

Telephone: (909) 484-2800  
Fax: (909) 484-2802

Project Name: Ketchum-Libolt Park Expansion  
Location: Costa Mesa, Ca.

Project Description: Provide Electrical Construction documents reflecting new walkway pole lighting, covered picnic shelter lighting and power at existing passive park.

**FEE SCHEDULE:**

For electrical engineering design services per "Exhibit A" and "Exhibit B", attached made a part hereof;

Fixed Fee of Eight Thousand Five Hundred Dollars (\$ 8,500.00) for Electrical Engineering and Electrical Construction Documents

Hourly Fee not to exceed One Thousand Dollars (\$ 1,000.00) for Construction Administration

Fixed Fee of Six Hundred Fifty Dollars (\$ 650.00) for Site Lighting Photometric Illumination Plans, if required.

Fixed Fee of Four Hundred Fifty Dollars (\$ 450.00) for Exterior Site Title 24 Energy Calculations, if required.

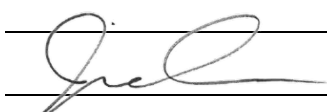
**CLIENT APPROVAL**

*Acceptance copy of this service authorization shall be signed and returned prior to commencement of work. The undersigned accepts the terms of this agreement, "Exhibit A-Scope of Services", and "Exhibit B - Terms of Agreement for Engineering Services", articles 1 through 11, attached as part hereof.*

CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ Client P.O. / Project # \_\_\_\_\_

NAME: James J. Corns FOR: JCA Engineering Inc.

CONSULTANT:  DATE: 10/05/23

**Acknowledgment copy – Please sign and return**

**“EXHIBIT A”  
SCOPE OF SERVICES**

1. Design of power distribution from existing service pedestal to each new light fixture including electrical controls and all fixture and equipment specifications.
2. Design of pole walkway lighting to meet all building codes presently adopted by the authority having jurisdiction.
3. Design of covered picnic shelter lighting to meet all building codes presently adopted by the authority having jurisdiction.
4. Design of covered picnic shelter power to meet Owner’s requirements.
5. Remove or replace existing pole mounted area lights.
6. Provide structural pole base calculations for walkway lights. (one structural calculation).
7. Provide site lighting photometric illumination point by point drawing for walkways/playground, if required.
8. Provide exterior walkway lighting Title 24 calculations, if required.
9. Provide California registered Electrical Engineer’s review, stamp and signature.
10. Provide revisions necessary as a part of Building Department review; submit construction documents for bid issue and construction.
11. Respond to requests for information and prepare any addenda as necessary.
12. Review all shop drawings relating to the electrical work for compliance with the construction documents.

**SERVICES NOT INCLUDED:**

1. Soils testing and reports. Client shall provide to Consultant for use in structural calculations.
2. Design of new off-site street lighting or structural pole base calculations for street lighting.
3. Design of any components for data, integrated communications, access control, site sound system, site annunciation system site video surveillance, wireless Wi-Fi or site solar system.
4. Design monument up lighting
5. Fees, submittals, processing or approval of electrical drawings with local Building Department.
6. Advertisement or hard copy sets for bidding purposes. Owner shall provide all advertising, bid sets and book specification, including fees, for bid.
7. Providing Boiler plate specifications or conducting bid process. Owner shall be responsible for all bid items.
8. Fabrication of electronic site plan, Client shall provide scaled electronic site plan.
9. Designing replacement of existing meter pedestal if inadequate for new loads
10. Design of Future Solar Power System headend, equipment, cabling, solar panels or connection to

- existing site meter pedestal.
11. Design of future electric car charging station raceways or power requirements.
  12. Investigation and documentation of "as built" electrical if existing drawings are unavailable. Field investigation by consultant is limited to visual observation of panels and overcurrent devices without exposing live parts. Owner shall furnish licensed electrician if necessary, to determine panel capacity.
  13. Design of remedial electrical work where existing conditions are in violation of California Electric Code. (C.E.C.)
  14. Providing calculation to determine the load of the existing site metered service. Owner shall provide copy of the utility bills for the last 12 months.

**"EXHIBIT B"**  
**TERMS OF AGREEMENT FOR ENGINEERING SERVICE**

**Article 1      BASIC SERVICES**

- 1.1 Consultant shall coordinate with Client with respect to the Consultant's services in such a way that Consultant's duties and responsibilities shall be co-extensive with those of Client. Consultant shall perform his services in character, sequence, and timing so that they will be coordinated with services of Client and other Consultants for the project. Consultant's services will proceed after adequate base sheets and/or Client furnishes other information necessary. The Consultant's services shall conform to the original schedule and budget for the project as provided by the Client. The relationship of Consultant to the Client shall be that of an independent contractor performing professional services for Client in accordance with this Agreement.
- 1.2 Consultant shall comply with all Electrical Building Department rules and regulations that will affect this design on this project.
- 1.3 Consultant shall provide a complete set of design documents including all schedules, details, diagrams, legends and specifications (if required). Consultant shall furnish at his client all progress prints and specifications required.
- 1.4 Consultant shall review all electrically related shop drawings as submitted by the Electrical Contractor to ensure compliance with specifications.
- 1.5 Consultant shall perform the services as set forth on "Exhibit A", attached.

**Article 2      DOCUMENT SUPPORT**

- 2.1 Document support shall include Building Department or Division of State Architects review changes, Building Department or Division of State Architects responses and request for information during bid.
- 2.2 Document support shall be considered as part of the contract, if required, regardless of the extensiveness of support required on the project.

**Article 3      CONSTRUCTION ADMINISTRATION**

Construction administration shall include addenda items due to changes, estimated construction cost, providing bid list, pre bid meeting, pre-construction meeting, change order review, shop drawing review, request for information during construction, meetings during construction, site visits during construction video meetings during construction, conference calls during construction and final site inspection/punch list.

**Article 4      WORK NOT INCLUDED / EXTRA SERVICES**

- 4.1 All Building Department Fees:      Consultant shall provide drawings as required to submit

electrical construction documents for the Building Department plan check. Client shall pay all Building Department fees.

- 4.2 Printing: Client shall furnish at his expense information and progress prints of the work required for this project. Prints required by reviewing agencies. Documents required for bidding and construction shall be paid for by Client or Consultant shall pay for blueprinting and Client will reimburse. Client shall pay for final prints and specifications furnished to Consultant. Mylar final prints shall be paid for by Client or Consultant shall pay and Client will reimburse. Reimbursable invoice for additional prints shall include blueprint cost, plus 15% for any applicable governmental fees, outside vender reproduction cost, in house reproduction costs, mileage and delivery or messenger services incurred on client's behalf
- 4.3 Additional work/revisions: No additional services shall be performed without written direction from Client. Consultant shall be paid by Client for any additional work resulting from changes or revisions made by the Client or Project Owner and also for any additional work not specifically mentioned in Articles 1 and 2 above, as provided in paragraph 5.1.

**Article 5 COMPENSATION**

- 5.1 Client shall pay Consultant amount stated in "FEE SCHEDULE", page 1.
- 5.2 Client shall pay Consultant for Article 3 "Work Not Included/Extra Services/Construction Support" for changes or revisions per paragraph 4.3 at the hourly rates as set forth in paragraph 4.3.
- 5.3 For the purposes of hourly services and/or revisions for the basic services, the Consultant shall invoice the Client at the following rates:

Project Engineer/Manager	\$ 230.00
Designer	\$ 180.00
Drafting/CADD	\$ 165.00
Clerical/Delivery/Accounting	\$ 150.00

These hourly rates shall be adjusted annually based on increases in product cost, the cost of living and fuel prices.

**Article 6 INVOICE AND PAYMENTS**

- 6.1 At Building Department or Division of State Architects submittal Construction Documents shall be considered 80%. Consultant shall tender an 80% invoice to Client setting forth all amounts due. Client shall completely pay 80% invoice prior to final building department or division of state architects submittal or electrical drawings will not be stamped or wet signed
- 6.2 When project is approved by the Building Department, Division of State Architects or published for bid the Electrical Construction Documents shall be considered 100%. Consultant shall tender a 20% invoice (Total amount for Construction Documents 100%) to Client setting forth all amounts due.
- 6.3 During design and construction phase Consultant shall tender an invoice to Client setting forth the amounts due for Construction Administration and reimbursable expenses.
- 6.4 Projects that do not require Construction Administration shall not be invoiced.
- 6.5 At completion of project Client shall provide written notification to Consultant when they are doing final billings to Owner. Closing out project without written notification to Consultant does not relieve Client of complete payment of all amounts. After notification Consultant shall tender an invoice to Client setting forth the final amounts due for Construction Administration and reimbursable expenses, as required.
- 6.6 Client shall pay to consultant the total amount due under invoice within thirty days after receipt of invoice, or within five (5) days of receiving payment from owner (if other than client) whichever date occurs first. Client shall pay a service charge of 1.50% per month on all unpaid balances. Consultant may suspend all work on the project when accounts are over 60 days delinquent.

**Article 7 ABANDONMENT**

In the event the project is abandoned, Client shall advise immediately by written notice, Consultant to stop work. Client shall pay consultant for all outstanding invoices for service performed and for services completed at that time on the project. Work shall be suspended until Client advises Consultant in writing to continue work.

**Article 8 ELECTRICAL DOCUMENTS**

- 8.1 All electronic files, drawings and copies furnished by JCA Engineering Inc. are and shall remain its property. They are to be used only with respect to the above-mentioned project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for other purposes in connection with this project is not to be construed as publication in derogation of JCA Engineering Inc. common law copyright or other reserved rights.
- 8.2 Client agrees not to make changes to any of the Consultants documents without Consultants written agreement.
- 8.3 Electrical plans are diagrammatic only. Architectural drawings, elevations, details or sections shall denote all electrical devices locations that need exact mounting requirements.
- 8.4 Upon request Consultant shall provide the Client with electronic files after all fees have been completely paid and JCA's affidavit has been signed and returned. Time required to process request will be billed to Owner or Client at the above hourly rates.
- 8.5 Electrical design on documents is guaranteed for a 180 day period. Projects that have not started construction prior to the guarantee period shall be subject to additional electrical fees to investigate and change any items on the drawings related to the current electrical and fire code at that time.

**Article 9 SCOPE OF AGREEMENT AND ACCEPTANCE**

- 9.1 This document contains the entire agreement of the parties relating to the rights granted and obligations assumed in this document. Any oral modifications or representations concerning this document shall be of no effect unless contained in a subsequent written modification signed by the party to be charged.
- 9.2 The electrical fees shown above shall be reviewed and adjusted if the project has not commenced within 180 days of signing of this contract.

**Article 10 INSURANCE**

Each party to this Agreement shall carry and maintain insurance to protect him from claims arising out of the performance of his professional services caused by the acts, errors or omissions of each party's legally responsible.

**Article 11 ARBITRATION**

All questions in dispute under this Agreement shall be submitted to arbitration in accordance with the provision of the Construction Industry rules of the American Arbitration Association. Consultant cannot be sued for a greater amount than the fee. The prevailing party shall be entitled to reasonable attorney's fees to be awarded by the Arbitrator. If there are judicial proceedings instead of arbitration, reasonable attorney's fees shall be fixed by the court.

END OF DOCUMENT





**GeoTek, Inc.**  
1548 North Maple Street, Corona, California 92878  
(951) 710-1160 Office (951) 710-1167 Fax [www.geotekusa.com](http://www.geotekusa.com)

October 4, 2023  
Proposal No. P-1001223-CR

**Architerra Design Group**  
10221-A Trademark  
Rancho Cucamonga, California 91730

Attention: Mr. John Huber

Subject: **Proposal for Geotechnical and Infiltration Evaluations**  
Proposed Park Expansion Project  
Ketchum-Libolt Park – 2150 Maple Street  
City of Costa Mesa, Orange County, California

Dear Mr. Huber:

As requested, GeoTek, Inc. (GeoTek) is pleased to submit this proposal to prepare a Geotechnical and Infiltration Evaluation for the subject park located in the City of Costa Mesa, California. This proposal has been prepared based upon information provided by Architerra Design Group and GeoTek's experience with these types of projects.

### **Site and Project Description**

The project consists of the expansion and renovation of Ketchum-Libolt Park. It is GeoTek's understanding that the proposed improvements are to include new play elements; a picnic shelter and seating area; enhanced landscaping; lighting system; and fencing improvements.

For the purposes of this proposal, it is assumed that any structures will be one-story and will be supported by conventional shallow spread footings and will most likely include a conventional slab on-grade floor system. Minimal cuts and fills are anticipated to be required during construction.

Based on review of published geologic maps, Ketchum-Libolt Park is underlain by alluvium. Some artificial fills are likely due to the existing site improvements. The site is not located within an "Alquist-Priolo" Earthquake Fault Zone or areas identified by the State of California as having a potential for liquefaction. Groundwater is anticipated to be greater than 50 feet below the existing grades.

### **Proposed Scope of Work**

In order to characterize the subsurface soil conditions at the site, GeoTek will perform a reconnaissance of the site. Permission/approval to enter the facility and coordination to drill on the property will need to be provided by Architerra Design Group.

GeoTek will excavate four (4) exploratory hollow stem auger borings with the aid of a track mounted drill rig. Two (2) of the borings will be for geotechnical purposes and two (2) of the borings will be for infiltration testing purposes. The geotechnical borings will be excavated in accessible areas of the site. Both of the geotechnical borings will be excavated to a maximum depth of approximately 15 to 20 feet, or refusal, whichever occurs first. The two (2) infiltration borings will be excavated to depths of approximately five (5) feet below existing grades and will subsequently be utilized for infiltration testing. The locations of the infiltration borings should be provided to GeoTek prior to the field exploration. The infiltration testing will be completed in general conformance with County of Orange guidelines.

Once the drilling operations are completed, the boreholes will be backfilled with the soil cuttings and capped with native soil. The costs of removing any excess soil from the borings at the project site have not been included in this proposal.

Prior to performing the field investigation, a representative of GeoTek will stake or spray paint the proposed exploration locations. Please be advised that GeoTek will not commence the field investigation until a representative of the site has reviewed the proposed exploration locations and has verified that those locations are clear of buried utility lines. Prior to conducting the field explorations, GeoTek will contact Underground Service Alert (USA) to identify buried utilities that may be in the vicinity of the proposed exploration locations. This service does not mark locations of privately owned utilities. A local private utility locator has been included in the costs of this proposal to identify possible private utilities within the proposed areas of work which would not be marked by the public utility locator. Regardless of the use of a private utility locator, GeoTek will not be responsible for damage to unmarked subsurface structures or appurtenances as a result of the field activities.

GeoTek will not be responsible for repairs to any landscaping or irrigation lines that may be damaged as part of the field activities.



The fee estimate presented includes a trip to the site to locate the test borings, a trip to perform the actual exploration operations and a trip to perform the infiltration testing.

California Prevailing Wage requirements are considered applicable for this project. This proposal is based on the understanding that the field exploration will be conducted during regular weekday business hours and that the boring locations are accessible by a regular-sized track-mounted drill rig.

Samples of soils encountered in the explorations will be obtained for subsequent laboratory testing. The laboratory testing will likely include in-situ moisture densities, maximum density/optimum moisture content, direct shear, and expansion index and corrosion testing. Subsequent to completion of the field work and laboratory testing, a geotechnical report will be prepared for the facility. The report will include, but not necessarily be limited to: overall feasibility of the proposed improvements from a geotechnical standpoint; exploration logs including descriptions of materials encountered; an exploration location map; geologic setting; site seismic criteria; depth to groundwater if encountered; geotechnical hazards; corrosivity and soluble sulfate test results; preliminary foundation recommendations; infiltration test results; and geotechnical recommendations for grading and construction.

The fee for the geotechnical and infiltration evaluation is **\$11,213**. A more detailed breakdown of the costs is included in the appendix attached to this proposal.

A final report can be submitted within approximately 20 working days following completion of the site exploration. It is estimated that work can commence as soon as written authorization is received. Assuming no delays due to availability of exploration equipment, site accessibility and inclement weather, it is anticipated that the field phase of the study will commence promptly once authorized by the client.

## **Closure**

The fees covered by the above estimate are limited to the stated scope and do not include any response to jurisdictional review questions, construction-related services, additional meetings or consultations that may be requested. Services beyond those outlined in this proposal and requested/authorized will be invoiced at the prevailing hourly rates, as indicated on the attached Work Authorization and Agreement.

Please sign and return a copy of the enclosed "Work Authorization and Agreement" form to this office.



If GeoTek receives a request to proceed (whether verbal, in writing or in the form of a Work Order or Purchase Order) with any or all of the services described in this proposal prior to receiving a signed copy of the attached Work Authorization and Agreement, and GeoTek provides any or all of the services, GeoTek and Architerra Design Group expressly agree that the terms of this proposal, the attached fee schedule and the terms and conditions set forth in the attached Work Authorization and Agreement form shall govern all the services performed.

GeoTek appreciates the opportunity of submitting this proposal and have included a contract for the scope of services. GeoTek looks forward to working with Architerra Design Group towards the successful completion of this project. If you have any questions, please do not hesitate to contact the undersigned.

Respectfully submitted,  
**GeoTek, Inc.**



Anna M. Scott  
Project Geologist



Bruce A. Hick  
GE 2284, Exp. 12/31/24  
Geotechnical Engineer



Edward H. LaMont  
CEG 1892, Exp. 07/31/24  
Principal Geologist

Enclosures: Breakdown of Costs  
Work Authorization and Agreement

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GeoTek, Inc.  
 1548 North Maple Street, Corona, California 92880  
 (951) 710-1160 Office (951) 710-1167 Fax www.geotekusa.com

**Appendix A**  
**Breakdown of Costs for a Geotechnical and Infiltration Evaluation**  
**Ketchum-Libolt Park - 2150 Maple Street**  
**Costa Mesa, Orange County, California**

<i>TASK</i>	<i>QTY</i>	<i>RATE</i>	<i>TOTAL</i>	<i>Notes</i>
<b>TASK NO. 1 SCHEDULING AND PROJECT COORDINATION</b>				
Staff Engineer/Geologist	2 Hours	\$ 141	\$ 282	
<b>SUBTOTAL:</b>			<b>\$ 282</b>	
<b>TASK NO. 2 SUBSURFACE INVESTIGATION</b>				
Private Utility Locator*	3 Hours	\$ 408	\$ 1,224	Includes marking utilities and report
Mobilization/Demobilization (Private Utility Locator)	2 Hours	\$ 216	\$ 432	
Hollow Stem Auger Track Mounted Drill Rig*	4 Hours	\$ 540	\$ 2,160	
Mobilization/Demobilization (Drill Rig)	3 Hours	\$ 540	\$ 1,620	
Field Engineer/Geologist	16 Hours	\$ 118	\$ 1,888	Includes USA marking, boring logging and infiltration testing
Field Supplies	1 Each	\$ 500	\$ 500	Pipe, rock, gravel and water
<b>SUBTOTAL:</b>			<b>\$ 7,824</b>	
<b>TASK NO. 3 LABORATORY TESTING</b>				
Moisture/Density Rings	8 Each	\$ 34	\$ 272	
Expansion Index	1 Each	\$ 171	\$ 171	
Corrosion Suite Testing with Sulfates	1 Each	\$ 228	\$ 228	
Direct Shear	1 Each	\$ 270	\$ 270	
Proctor - Moisture Density Curve	1 Each	\$ 219	\$ 219	
Collapse	3 Each	\$ 107	\$ 321	
<b>SUBTOTAL:</b>			<b>\$ 1,481</b>	
<b>TASK NO. 4 ENGINEERING AND REPORT PREPARATION</b>				
Office Services/Drafting	2 Hours	\$ 69	\$ 138	
Staff Engineer/Geologist	8 Hours	\$ 141	\$ 1,128	
Geotechnical Engineer	2 Hours	\$ 180	\$ 360	
<b>SUBTOTAL:</b>			<b>\$ 1,626</b>	
<b>TOTAL:</b>			<b>\$ 11,213</b>	

\* Denotes Prevailing Wage Rate



**PROJECT INFORMATION**

Date: 10/4/2023  
 Proposal No: P-1001223-CR  
 Project No: \_\_\_\_\_  
 Project Name: Ketchum-Libolt Park - Geotechnical and Infiltration Evaluation  
 Project Location: Costa Mesa, Orange County, California  
 Scope of Services: Scope and estimated fees are outlined in the attached proposal. Services not outlined in the proposal or in this Agreement, are not included in the scope of this contract and will be invoiced separately as Additional Services (as provided in Paragraph 4 below). All services, including any Additional Services, are subject to the Terms and Conditions below.  
 Fee Estimate: \$11,213.00 Retainer: \_\_\_\_\_ COD: \_\_\_\_\_  
 Reimbursable Expenses not in fee Estimate: \_\_\_\_\_

**CLIENT INFORMATION**

Name: Architerra Design Group  
 Attention: Mr. John Huber Email: jhuber@architerradesigngroup.com  
 Address 1: 10221-A Trademark Phone No: \_\_\_\_\_ Ext: \_\_\_\_\_  
 Address 2: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 City: Rancho Cucamonga State: CA Zip: 91730 Fax No: \_\_\_\_\_

**TERMS AND CONDITIONS**

**1) AGREEMENT.** This Work Authorization and Agreement together with the proposal P-1001223-CR (the "Proposal"), the terms of which are incorporated herein by reference and made a part of this Agreement (defined below) will constitute the agreement between Client, as identified above, and GeoTek, Inc., a Nevada Corporation ("GeoTek") for performance of the professional services outlined in the Proposal, ("Services"). GeoTek is willing to provide the Services for consideration and upon the terms set forth in the Proposal and hereinafter stated. This Work Authorization and Agreement and the Proposal will be referred to collectively hereinafter as the "Agreement". Any future work performed for Client will be under the terms of this Agreement unless a new agreement is executed in writing by both parties.

**2) FEES/QUOTATIONS.** Unless otherwise specified, the Proposal will define the: (1) Services to be provided, (2) the estimated fee and expense amount(s) for such Services, and (3) the billing type or method (e.g. time and materials, lump sum, fixed fee to a maximum, etc.). Client agrees to pay GeoTek its quoted rates for the Services and any Additional Services (as defined below) and products provided subject to changes in pricing from time to time. Any quotation will be good for a period of thirty (30) days from the date of the quotation. Quotation(s) of fees and expenses are estimates only. The actual fees and expenses will be shown when the final invoice is tendered.

**3) BILLING AND PAYMENT.** Invoices will be submitted on a progress basis for all Services performed during the term of the project. All invoices are due and payable upon receipt. Any and all invoices or any portion thereof, outstanding after thirty (30) days will accrue interest at 1.5% per month but in no event more than the maximum rate permissible by law from the original date of the invoice until paid.

**4) CHANGE ORDERS.** Client acknowledges that it is impossible to predict with certainty what changes to the Services will be necessary as requirements for changes come from many sources beyond GeoTek's control. In the event changes become necessary, any services that are not specifically set forth in either GeoTek's proposal or this Agreement but are requested by Client, its agents, representatives, or designees, either verbally or in writing, will be considered "Additional Services". If Client, its agents, representatives, or designees request any Additional Services, GeoTek will issue Client a Change Order for Additional Services ("Change Order") confirming Client's authorization to proceed with such Additional Services. Within twenty-four (24) hours of receipt of a Change Order, Client must notify GeoTek of any disagreements with or amendments to any of the terms of the Change Order. Client's failure to provide GeoTek with such timely notice will constitute acceptance of the terms of the Change Order and Client will be responsible for all additional charges, costs, fees and expenses incurred by GeoTek for such Additional Services. Due to the need for rapid decisions, fax transmissions and email are acceptable modes of confirmation. The Terms and Conditions of this Agreement and most recent fee schedule will apply to all Additional Services.

**5) RIGHT OF ENTRY.**

a) Client hereby grants GeoTek the right of entry to the job site to permit GeoTek to perform the work under this Agreement. Client warrants that it has the authority to grant such right of entry.

b) Client acknowledges that excavations or destructive testing may be required to perform portions of the Services. Excavations will be backfilled in a prudent manner but cannot be returned to the previous condition. Damage to landscaping or natural vegetation may result. Client will indemnify and hold GeoTek harmless from any and all damages to persons or property caused by or to GeoTek or third parties as a result of the Services.

**6) PERFORMANCE.**

a) Governmental rules and regulations are subject to interpretations. GeoTek will prepare all reports with a view toward complying with governmental rules and regulations, but no guarantee is given that any or all reports will be approved by the applicable governmental agency.

b) GeoTek is relying entirely on plans and maps given to GeoTek by the Client or Client's agents, representatives or designees. Client will indemnify and hold GeoTek harmless from any and all damages to person or property caused by or to GeoTek or third parties resulting from undisclosed underground conditions or errors or inaccuracy of plans, maps or any other information provided by the Client or Client's agents, representatives or designees to GeoTek.

c) GeoTek will not be responsible for delays or its failure to perform as a result of inclement weather, accidents, acts of God, public insurrection, war, labor difficulties, riots, interference by governmental agencies, or any other act reasonably beyond GeoTek's control.

d) Client will disclose in writing to GeoTek any and all known or suspected hazardous or toxic conditions or materials present at the job site and will indemnify, defend and hold GeoTek harmless from and against any and all liability, costs, attorneys or expert fees or damage to person or property arising from hazardous or toxic conditions or materials present at the job site.

**7) HAZARDOUS MATERIALS.** GeoTek is not a generator, transporter and does not store or dispose of hazardous waste or non hazardous waste. Client will be responsible for the proper management, storage and disposal of hazardous waste or non hazardous waste present on the site and that may be encountered whether or not identified during GeoTek's evaluation.

**8) PROFESSIONAL OPINION.** GeoTek's professional services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering practices in effect at the time and place the services are performed. The professional opinions of GeoTek will be based upon conditions revealed at exploration locations and reconnaissance of surrounding terrain or through research efforts. The services on any given site are limited. It is agreed that GeoTek is not responsible for the affect that unknowns such as acts of others on adjacent properties, variables of nature including, but not limited to, earthquakes, the works of man, Acts of God, and other variables beyond the control of GeoTek may have on any opinion rendered hereunder. No opinions of any kind are given by GeoTek except those expressly stated in GeoTek's written reports. GeoTek does not warrant (either expressed or implied) or guarantee any of its recommendations, opinions or Services.

**9) INSURANCE.** GeoTek maintains worker's compensation and public liability insurance policies for bodily injury and property damage. Certificates of insurance will be furnished upon request. With regard to property claims, GeoTek will not be responsible for damage beyond those amounts paid under the policies. GeoTek will not be responsible for any consequential, lost profits, business interruption, or other damages claimed by Client. Requests for waivers of subrogation or other endorsements are subject to a 5% fee surcharge.

**10) INDEMNIFICATION and LIMITATION OF LIABILITY.**

a) GeoTek agrees, subject to the limitations herein, to indemnify and hold harmless Client from and against damages, liability and reasonable costs arising from the negligent acts of GeoTek in the performance of its Services under this Agreement, to the extent that GeoTek is responsible for such damages, liability and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify Client, the parties expressly agree that GeoTek has no duty to defend Client from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. GeoTek will not be obligated to indemnify Client for Client's own negligence or the negligence of others.

b) Client agrees, subject to limitations herein, to indemnify and hold harmless GeoTek from and against damages, liability, and reasonable costs arising from the negligent acts of Client related to any work performed under this Agreement to the extent that Client is responsible for such damages, liability, and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify GeoTek, the parties expressly agree that the Client has no duty to defend GeoTek from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. Client will not be obligated to indemnify GeoTek for GeoTek's own negligence or the negligence of others.

c) Client acknowledges that it is aware of the risks involved in construction, limitations inherent to the contract Services, and variations that can exist from the conditions identified. Client agrees to limit any liability, claim for damages to person or property, attorneys fees, expert fees or other costs of defense, or expenses (collectively "Claims") to be levied against GeoTek arising out of or relating to any design defect, error, omission, professional negligence or other promise of GeoTek (collectively "Liabilities") to the amount of GeoTek's fees paid under the Agreement. This limitation will apply regardless of the cause of action or legal theory pled or asserted. The fee charged Client for the Services to be rendered pursuant to this Agreement has been established with regard to the legal effect of this Limitation of Liability section. Increased limits of liability can be negotiated for an increased fee.

d) Except for work performed or provided by those subcontractors or subconsultants retained directly by GeoTek for whom GeoTek is legally liable, GeoTek assumes no responsibility or liability for work, testing, design(s) or recommendations performed or provided by others including, without limitation, other contractors, subcontractors, or consultants of any tier.

e) The parties understand and agree that Client's sole and exclusive claim, demand, suit, judgment and/or remedy for any claims arising from or in any way related to the performance of the Services provided under this Agreement will be directed and/or asserted only against GeoTek and not against any of GeoTek's shareholders, engineers, employees, officers, or directors.

f) Notwithstanding any other provision of this Agreement, neither the Client nor GeoTek, their respective officers, directors, partners, employees, contractors or subconsultants will be liable to the other or will make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages will include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and GeoTek will require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**11) DISPUTE RESOLUTION.** In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project the Client and GeoTek agree that all disputes between them arising out of or relating to this Agreement or the project will be submitted to non binding mediation unless the parties mutually agree otherwise.

**12) JOBSITE SAFETY.** Neither the professional activities of GeoTek nor the presence of GeoTek or its employees and subconsultants at a construction/project site, will relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. GeoTek and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor will be solely responsible for Jobsite safety, and warrants that this intent will be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, GeoTek and GeoTek's subconsultants will be indemnified by the General Contractor and will be made additionally insured under the General Contractor's policies of general liability insurance.

**13) OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by GeoTek as instruments of service will remain the property of GeoTek. GeoTek will retain all common law, statutory and other reserved rights, thereto. All documents prepared by GeoTek under this Agreement for a particular project are not intended and not represented to be suitable for reuse by Client or others on any other project. Any such reuse without written authorization from GeoTek will be without liability to GeoTek and Client agrees to indemnify, defend, and hold harmless GeoTek from and against any and all losses, claims, damages and expenses (including attorney's fees) arising out of or resulting there from.

**14) FORCE MAJEURE.** Force Majeure as used in this Article will mean an act of God, strike, lockout, or other industrial disturbance, act of public enemy, war, blockage, public riot, lightning, fire, flood, explosion, earthquake, failure to timely receive necessary governmental approvals government restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, other than financial liability, which is not reasonably within the control of the party claiming suspension. If either party is rendered unable, wholly or in part, by Force Majeure to carry out their obligations under this Agreement, other than the obligation to make money payments, such party will give to the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving notice, so far as they were affected by the Force Majeure, will be suspended during, but no longer than, the continuance of the Force Majeure. The affected party will use all possible diligence to remove the Force Majeure as quickly as possible.

**15) TERMINATION.**

- a) In the event of termination of this Agreement by either party for any reason, the Client will within fifteen (15) calendar days of termination pay GeoTek for all Services rendered and all reimbursable costs incurred by GeoTek up to the date of termination, in accordance with the payment provisions of this Agreement.
- b) The Client may terminate this Agreement for the Client's convenience and without cause upon giving GeoTek not less than seven (7) calendar days written notice.
- c) Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:
  - i.) Failure by the other party to materially perform in accordance with the terms of this Agreement and through no fault of the terminating party;
  - ii.) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
  - iii.) Material changes in the conditions under which this Agreement was entered into, the scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- d) In the event of any termination that is not the fault of GeoTek, Client will pay GeoTek, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by GeoTek in connection with the orderly termination of this Agreement, including without limitation, demobilization, reassignment of personnel, overhead costs and all other expenses directly resulting from the termination.

**16) SUSPENSION OF SERVICES.**

- a) If the Project or GeoTek's Services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoTek will be compensated for all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client will compensate GeoTek for expenses incurred as a result of the suspension and resumption of its Services, and GeoTek's schedule and fees for the remainder of the Project will be equitably adjusted.
- b) If GeoTek's Services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoTek may terminate this Agreement upon giving not less than five (5) calendar days written notice to the Client.
- c) If the Client is in breach of the payment terms or otherwise is in breach of this Agreement, GeoTek may, at its sole discretion, suspend performance of services and/or withhold any and all reports and work product. In the event GeoTek suspends performance and/or withholds reports and work product pursuant to this provision, GeoTek will not be in default of this Agreement and GeoTek will have no liability to the Client. Client agrees to make no claim against GeoTek for any delay or damage as a result of such suspension and/or withholding of reports and work product and agrees to defend and indemnify GeoTek from and against any and all claims for damages including, without limitation, claims for delay, lost profit, business interruption, consequential or any other damages resulting from the suspension of services and/or withholding of any report and work product. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused GeoTek to suspend Services and/or withhold reports and work product, GeoTek will resume Services and/or provide Client with the applicable reports and work product and there will be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

**17) MISCELLANEOUS.**

- a) All terms of this Agreement will be governed by and construed under the law of the State in which the Services are provided. Diversity of the parties will not determine jurisdiction.
- b) No provision of this Agreement will be interpreted for or against any party because that party or its legal representative drafted the provision.
- c) In the event that legal action is taken to enforce the terms of this agreement or resolve a dispute the prevailing party will be entitled to reasonable attorney's fees and costs incurred.
- d) Failure by a party to exercise any right, remedy, or option in this Agreement or delay by a party in exercising the same will not operate as a waiver. No waiver will be effective unless it is in writing.
- e) Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability will not affect the balance of the terms and provisions hereof, which terms and provisions will remain in full force and effect.
- f) This Agreement may be executed at different times and in multiple counterparts, including, without limitation, facsimile counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- g) Client may not assign its rights or obligations under this Agreement without the express written consent of GeoTek. GeoTek may assign its rights and obligations under this Agreement to any of its affiliate companies without Client's consent upon written notice to Client. In the event of such an assignment, the assignee will assume the obligations of GeoTek under this Agreement as though such assignee had been an original party to this Agreement.

**18) AMENDMENTS.** Except as specifically provided herein, no addition(s) to or modification(s) of this Agreement will be binding on either party unless made in writing and executed by GeoTek and Client.

**By Signing below, the parties accept the services outlined in the proposal, the rates indicated on any attached fee schedule, and all the terms and conditions contained within each page of this Agreement, including but not limited to attachments and exhibits.**

CLIENT'S Authorized Signature of Acceptance:

By: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

Title: \_\_\_\_\_

CONSULTANT Authorized Signature of Acceptance:

By: \_\_\_\_\_  
 Signature

Ed LaMont, CEG

\_\_\_\_\_  
 Printed Name

Title: \_\_\_\_\_ Branch Manager P-1001223-CR





**GeoTek, Inc.**  
 1548 North Maple Street, Corona, California 92878  
 (951) 710-1160 Office (951) 710-1167 Fax www.geotekusa.com

## 2023 Master Fee Schedule GEOTECHNICAL, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES

*Non-Prevailing Wage Project*

### PERSONNEL RATES

#### Professional and Project Management

Staff Type	Unit Rate	Unit
Principal Engineer/Geologist	\$ 208.00	Hour
Geotechnical Engineer	\$ 180.00	Hour
Project Engineer/Geologist	\$ 151.00	Hour
Staff Engineer/Geologist	\$ 141.00	Hour
Field Engineer/Geologist	\$ 118.00	Hour
Field Supervisor	\$ 110.00	Hour
Project Administration/Drafting	\$ 69.00	Hour

#### Inspectors and Technicians

Staff Type	Rate	Cost
Lead Inspector	\$ 90.00	Hour
Certified Welding Inspector(AWS/CWI)	\$ 100.00	Hour
Soils Technician	\$ 80.00	Hour
ICC Certified Inspector(RC, PC, SM, SS, SSB)	\$ 80.00	Hour
ACI Technician	\$ 80.00	Hour
Proof Load Testing	\$ 141.00	Hour
Floor Flatness Technician	Quote Upon Request	
Ground Penetrating Radar		
One Man Crew	\$ 225.00	Hour
Two Man Crew	\$ 305.00	Hour
Non-Destructive Testing (ASNT)		
Level III Review	\$ 225.00	Hour
Magnetic Particle Testing Level II	\$ 150.00	Hour
Ultrasonic Testing Level II	\$ 150.00	Hour
Radiographic Inspection	Quote Upon Request	
Coring		
Coring Machine Operator with equipment	\$ 141.00	Hour
Helper (Add Per Hour)	\$ 80.00	Hour
Wood Fabrication Inspection	\$ 124.00	Hour
Nailing Inspection	\$ 100.00	Hour
Roofing Inspection	\$ 100.00	Hour
Laboratory Technician	\$ 100.00	Hour
Sample Pick-up Driver (If not done on a per trip basis)	\$ 80.00	Hour

### ENVIRONMENTAL AND GEOTECHNICAL INVESTIGATIONS

Description	Unit Rate	Unit
Phase 1 and Phase 2 Reports	Quote Upon Request	
Geotechnical Investigation Report	Quote Upon Request	
Percolation or Infiltration Testing	Quote Upon Request	

### LABORATORY TESTS

#### Soils and Asphalt

Description	Unit Rate	Unit
Asphalt Content by Ignition	\$ 342.00	Each
Burn-Off Method CT 382/ASTM D6307	\$ 337.00	Each
Bitumen Content (extraction), ASTM D2172	\$ 224.00	Each
Bitumen Content CT 310/Cal 382 Ignition Furnace	\$ 169.00	Each
Gradation of Extracted Sample, ASTM C 136/CT 202	\$ 342.00	Each
Maximum Specific Gravity, (Marshall) ASTM D2041	\$ 337.00	Each
Collapse/Swell ASTM D4546	\$ 107.00	Each
Compaction, Modified Proctor ASTM D1557	\$ 219.00	Each
Compaction, Modified Proctor ASTM D698	\$ 219.00	Each
Hveem Maximum Density, CT 304/308	\$ 393.00	Each
Consolidation ASTM D2435, D4546	\$ 253.00	Each
Corrosivity Suite D4972, G57, D4327, D46589M	\$ 228.00	Each
Direct Shear, Consolidated-Drained ASTM D3080	\$ 270.00	Each
Direct Shear, Residual ASTM D6467 Mod	\$ 270.00	Each
Expansion Index Test UBC 29-2/ASTM D4829	\$ 171.00	Each
Liquid Limit, Plastic Limit and P.I. ASTM D4318	\$ 169.00	Each
Particle Size Analysis of Soil #4 to Fines ASTM D422	\$ 320.00	Each
Specific Gravity of Soil, ASTM D854	\$ 193.00	Each

#### Soils and Asphalt Continued

Description	Unit Rate	Unit
Percent Finer than #200 Sieve ASTM D1140	\$ 134.00	Each
Permeability of Granular Soils ASTM D2434	\$ 225.00	Each
Permeability, Flexible Wall, Cohesive Soil ASTM D5084	\$ 562.00	Each
"R" Value ASTM D2844/CT 301	\$ 371.00	Each
Resistivity of Soil ASTM G57 and pH ASTM D4972	\$ 146.00	Each
Sand Equivalent ASTM D2419/CT 217	\$ 129.00	Each
Sieve Analysis of Extracted Aggregate ASTM D5444	\$ 84.00	Each
Sieve Analysis, 3" to #200 Gradation ASTM C117	\$ 171.00	Each
Sieve Analysis Minus #200 by Wash ASTM D1140/C117	\$ 84.00	Each
Soil Classification, ASTM D 2487	\$ 315.00	Each
Soil Moisture/Density In Situ Sample ASTM D1587/D2937	\$ 34.00	Each
Water Soluble Sulfate	\$ 67.00	Each

#### Concrete and Aggregate Tests

Description	Unit Rate	Unit
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$ 84.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ 84.00	Each
Trial Batches ASTM C192	\$ 900.00	Each
Durability Index Coarse & Fine Aggregate ASTM D3744	\$ 134.00	Each
Lightweight Concrete Unit Weight ASTM C495	\$ 40.00	Each
Modulus of Elasticity of Concrete ASTM C469	\$ 225.00	Each
Sieve Analysis, Coarse Aggregate ASTM C136/CT 202	\$ 112.00	Each
Sieve Analysis, Fine Agg #4 to #200 ASTM C117/C136	\$ 171.00	Each
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$ 84.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ 84.00	Each
Splitting Tensile/Concrete Cylinder ASTM C496	\$ 57.00	Each
L.A. Rattler, ASTM C131 or C535/Cal 211	\$ 337.00	Each
Sulfate Soundness, ASTM C88	\$ 607.00	Each
Unit Weight of Aggregates, ASTM C29	\$ 134.00	Each
Cleaness Value, CT 227	\$ 134.00	Each
Moisture Content of Aggregate ASTM C29	\$ 84.00	Each
Concrete		
Shrinkage, set of 3, ASTM C157, CT 530	\$ 450.00	Each
Compression 4x8 Cylinders ASTM C39	\$ 34.00	Each
Compression, 6x12 Cylinders, ASTM C39	\$ 34.00	Each
Compression, 3X6 Cylinders Lightweight ASTM C495	\$ 50.00	Each
Compression, 2X2 Cubes, each age, ASTM C109	\$ 34.00	Each
Concrete Core Compression ASTM C42	\$ 81.00	Each
Splitting Tensile, 6X12 Cylinders, ASTM C496	\$ 84.00	Each
Unit Weight of Concrete Cylinders, ASTM C567	\$ 50.00	Each
Unit Weight of Lightweight ASTM C495	\$ 62.00	Each
Flexural Strength of Concrete, ASTM C78 or C495	\$ 84.00	Each
Shotcrete Panel Core Compression Test, ASTM C42	\$ 124.00	Each
Emission of Moisture through Concrete	\$ 112.00	per test

#### Masonry Tests

Description	Unit Rate	Unit
Brick Absorption ASTM C67	\$ 28.00	Each
Brick Compression ASTM C67	\$ 57.00	Each
Dimensional Measurement-Masonry Units ASTM C140	\$ 84.00	Each
Masonry Unit Compression Gross Area ASTM C140	\$ 124.00	Each
Masonry Unit Compression Net Area ASTM C140	\$ 96.00	Each
Absorption & Moisture of Block ASTM C140	\$ 28.00	Each
Compression, Grout Prisms, ASTM C39	\$ 34.00	Each
Compression, Mortar Cylinders, ASTM C39	\$ 34.00	Each
Compression, Composite Prisms, ASTM E447	\$ 124.00	Each
Compression, Masonry Core, ASTM C140	\$ 84.00	Each
Shear, Masonry Core, CCR Title 24	\$ 112.00	Each
Epoxy Grout 2x2x2 Cube Compression ASTM C579	\$ 34.00	Each
Masonry Composite Prism Compression ASTM C1314	\$ 180.00	Each
Grout Prism - Compression Test ASTM C1019	\$ 34.00	Each



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**2023 Master Fee Schedule**  
**GEOTECHNICAL, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES**  
*Non-Prevailing Wage Project*

<b>Reinforcing Steel Tests</b>		
Description	Unit Rate	Unit
Bend Test of Rebar #11 ASTM A370	\$ 112.00	Each
Bend Test of Rebar #14 ASTM A370	\$ 191.00	Each
Bend Test of Rebar #3 - #10 ASTM A370	\$ 90.00	Each
Tensile #11 Rebar ASTM A370	\$ 90.00	Each
Tensile #14 Rebar ASTM A370	\$ 225.00	Each
Tensile Test #3 - #10 ASTM A370	\$ 84.00	Each

<b>Prestressing Steel Tests</b>		
Description	Unit Rate	Unit
Yield Strength, Breaking Strength, Elongation (add \$ 50.00 per test; for Modulus of Elasticity)	\$ 337.00	Each

<b>Structural Steel Tests</b>		
Description	Unit Rate	Unit
High Strength Bolts/Nuts/Washer Compliance Test ASTM	\$ 169.00	Each
Mild Steel Not Over 1" Thick		
Tensile Strength, ASTM A370 (test only)	\$ 169.00	Each
Anchor Bolts, A 505	\$ 236.00	Each
Tensile Strength	\$ 225.00	Each
Bolts Proof Load or Ultimate	\$ 141.00	Each
Hardness (Rockwell)	\$ 57.00	Each

<b>Fireproofing Tests</b>		
Description	Unit Rate	Unit
Fireproofing Adhesion / Cohesion Test Kit ASTM E736	\$ 57.00	Each
Fireproofing Density Test ASTM E605	\$ 50.00	Each

<b>Miscellaneous</b>		
Description	Unit Rate	Unit
Concrete Mix Design Review	\$ 208.00	Hour
Weld Procedure Review	\$ 225.00	Each
QA/QC Plan Written Procedures		Quote Upon Request
Administrative/Clerical Services	\$ 69.00	Hour

<b>BASIS OF CHARGES</b>		
Description	Unit Rate	Unit
Work from 0-4 hours		4-Hour Minimum Billing
Work from 4-8 hours		8-Hour Minimum Billing
Project Management as Project Engineer/Geologist		1- Hour Minimum weekly
Work over 8 hours per day, or on Saturdays		Time and One-Half
Work over 12 hours per day		Double Time
Work on Sundays/Holidays		Double Time
Show-Up Time		2-Hour Minimum Billing
Laboratory Testing - Rush Fee		Add 50% to Testing Cost
Outside Services/Reimbursables		Cost + 20%
Shipping Charges		Cost + 20%
Parking/Tolls		At Cost
Certified Payroll Compliance		\$115 per month
Deputy Inspectors (If applicable)		
Travel Time (Beyond 60-Mile Radius of Project Site)	\$ 80.00	Hour
Per-diem, Including Lodging (Beyond 100-Mile Radius)		Quote Upon Request



**RGSE** Inc. Structural Engineers  
 2720 Cochran St. Suite 8B, Simi Valley, CA 93065  
 (805) 522-3379 www.rgseinc.com

October 4, 2023

John Huber  
 Marketing Director  
 Architerra Design Group  
 10221-A Trademark  
 Rancho Cucamonga, CA 91730

Contract for: Structural engineering services for: entry structure anchorage and footing, playground equipment anchorage, gazebo, art feature, outdoor gym at City of Costa Mesa Ketchum Libolt Park per the RFP received 10/3/23.

Project: City of Costa Mesa Ketchum Libolt Park  
 Project No.: 23372

Dear John,

Thank you for asking us to provide you with our proposal for above referenced project. Present herewith is RGSE Inc's evaluation of the scope of work and fees anticipated to complete the tasks.

#### **Article 1, Assumptions/Parameters**

1. We assume the soil is adequate for supporting the proposed structure using building code presumptive allowable soil stresses, and there are negligible amounts of sulfates, or other reactive chemicals unless noted otherwise on a soils report stamped and signed by a licensed geologist, and submitted to us prior to start of foundation design.
2. We assume that all existing structures have been built per the building codes and standards of the time it was built, and that they are legally permitted and safe.
3. Our analysis will be based on CBC 2022 part 2, volume 2, and referenced standards.
4. There are no existing subterranean structures, piping, or conduits that would affect the structural design.
5. The CLIENT will process submittals for permit.
6. The CLIENT will provide RGSE Inc with architectural plans in CAD, DXF, or REVIT format for use as our backgrounds.
7. The CLIENT will provide RGSE Inc with equipment cut sheet with required detailing, weight, and dimensional information.
8. The CLIENT will provide RGSE Inc with a geotechnical report with required information for foundation design, stamped and signed by a licensed professional engineer (if required by the building official).
9. The foundation design will consist of a conventional shallow footing system.
10. We do not check the internal structure of the elements being anchored, such as mechanical units, and prefabricated architectural elements. We assume that the elements are internally structurally adequate for credible loads.

#### **Article 2, Basic Services**

1. Design coordination with the other design professionals to ensure design intent is feasible.
2. Structural design and analysis in a Calculations package.
3. Structural Drawings for permit and construction.
4. Signing and sealing of the structural Drawings and Calculations.
5. Correspondence with Building Department Officials during the Plan check process.
6. Correspondence with contractors in the form of RFIs for clarifications and omissions.
7. Review and mark up the shop drawings and submittals as required by the Building department, and/or specifications.
8. Outline specification of structural materials in short form on our drawings.

#### **Article 3, Exclusions and Additional services**

The following services are not contemplated to be included within the scope of fee. These items may be added to the scope for an additional fee.

1. Architectural design and architectural code requirements including, but not limited to: Egress, Water and weather protection, Fire and smoke protection, Aesthetics, Window and ventilation requirements, Americans with disability act requirements ADA, Special space requirements and clearances, Planning department, and/or association requirements, Acquisition of reports, and/or drawings from other professionals, and Project management.
2. Soil engineering, civil engineering and site survey.
3. Detection or remediation of hazardous materials.
4. Mechanical, Electrical and Plumbing engineering.
5. Cost estimate and project schedule.
6. Means and methods of construction.
7. Workers safety and procedures.
8. Design and details of site work like fence walls, retaining walls, walkways, and ornamental structures, except for those items specifically listed in scope.

9. Re-design due to new soil parameters or contractor errors.
10. Re-design due to changes in the architectural dimensions, elevations, or rooflines.
11. Long form specifications booklet.
12. 'As-built' or 'Record' drawings, unless noted otherwise.
13. Field verification of existing site conditions, unless noted otherwise.
14. Field verification of existing construction, unless noted otherwise.
15. Hydrology calculations.
16. Construction engineering, shoring of temporary conditions, and temporary earth retaining walls, except for those items specifically listed in scope.
17. Core drilling, concrete scanning, and material testing
18. Anchorage and stability of those elements and equipment less than 400 lbs and has a center of mass less than 48" tall except for those items specifically listed in scope.
19. Additional meetings, structural observations as not specified within Article 2. Note that even if structural observations during construction are not required by the Building Code or Official, they are highly recommended for review of the construction for general conformance with the approved construction documents.
20. Plan check and other jurisdictional fees.
21. REVIT or BIM models, unless noted otherwise.

**Article 4, Compensation**

For the services outlined in Article 2, RGSE Inc will bill a fixed fee of: **\$9,000.00**, plus reimbursable expenses. Acceptable forms of payments are cash or checks made payable to RGSE INC or by bank or credit card at [www.rgseinc.com/pay-online](http://www.rgseinc.com/pay-online). Compensation shall be due base upon progress of the work as follows:

1	Retainer prior to start of work and minimum fee	10%
2	Upon submittal of report or schematic drawings End of Schematic design phase. Contains plans with structural systems outlined.	15%
3	Upon Submittal of a 50% complete progress set of construction documents. End of design development phase. Contains plans, some typical details, and notes.	15%
4	Upon Submittal of plan check ready drawings. End of construction document phase	40%
5	Upon Submittal of permit ready drawings. End of plan check phase	20%
6	At end of construction administration phase or last observation report included in Article 2	-
7	Weekly for structural observations, reports, site meetings and transportation time to and from the project site, not included in Article 2.	Hourly rate shown below.
8	Weekly for additional scope or client approved changes not caused by errors and omissions by RGSE INC	Hourly rate shown below.

The above fee is based on all assumptions and exclusions, and each scope of the service shall be performed, and as described. Deletion or change to the assumptions, scope, or exclusions may affect the compensation quoted and /or the timing of our completion. The CLIENT agrees to compensate RGSE Inc for any additional services that are requested on an hourly basis. Services done at hourly rates will include travel time to meetings and trips to the project site. Where overnight stays are required for long distance projects or meetings, a minimum of 8 hours and a maximum of 12 hours will be billed for any one 24 hour period. The following rates are effective for up to one year after the date of this agreement. Rates are adjusted annually at the first of the year. Payment is due at the time these services are rendered.

Structural engineer	\$236.00 per hour (additional rates for expert witness and related forensic services)
Professional engineer	\$200.00 per hour
Engineer in training	\$167.00 per hour
NDT Specialist	\$167.00 per hour
Designer / technician	\$140.00 per hour
Draftsman	\$108.00 per hour
Administrator	\$86.00 per hour
Intern	\$50.00 per hour

The CLIENT may expedite the services by agreeing to compensate RGSE Inc for overtime expenses subject to the agreement of the engineer. Payment to RGSE Inc shall be made within thirty (30) days following receipt of invoices and shall be based upon the proportion of services completed. Payments outstanding after thirty (30) days shall accrue interest at the rate of 1 ½ % per month, simple interest. RGSE Inc shall place a lien on the address for projects with unpaid invoices that are more the 90 days past due.

**Article 5. Reimbursable expenses**

Standard expenses, such as reproductions, Postage, handling, and delivery fees, are in addition to our fees. Reimbursable expenses are charged at our standard rate of cost plus fifteen percent (15%).

**Article 6, General Conditions**

Unless this offer is previously accepted, it will be withdrawn automatically at 5pm, 60 days from the date of issue.

**Contract:** These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of

the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

**Right of Entry:** When entry to property is required for RGSE INC to perform its services, the CLIENT agrees to obtain legal right of entry on the property.

**Documents:** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by RGSE INC are instruments of RGSE INC's service that shall remain RGSE INC's property. The CLIENT agrees not to use RGSE INC-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by RGSE INC, or for future modifications to this project, without RGSE INC's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by RGSE INC will be at the CLIENT's sole risk and without liability to RGSE INC or its employees, and contractors. CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless RGSE INC from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use, reuse, transfer or modification.

**Hazardous Materials:** RGSE INC shall have no responsibility for the discovery, presence, handling, remediation, accidental release, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. In the event that RGSE INC or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the RGSE INC's services, RGSE INC may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until the CLIENT retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

**Construction Phase Services:** If RGSE INC performs any services during the construction phase of the project, RGSE INC shall not supervise, direct, or have control over Contractor's work. RGSE INC shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. RGSE INC does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**Standard of Care:** RGSE INC and its employees, contractors, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by professional engineers providing similar services. CLIENT agrees that services provided will be rendered without any warranty, express or implied. RGSE INC shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

**Opinion of Probable Costs:** When required as part of its work, RGSE INC will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by RGSE INC hereunder will be made on the basis of RGSE INC's experience and qualifications and will represent RGSE INC's judgment as an experienced and qualified consultant. However, users of the probable cost opinions must recognize that RGSE INC does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

**Suspension of Work:** The CLIENT may, at any time, by written notice, suspend further work by RGSE INC. The CLIENT shall remain liable for, and shall promptly pay RGSE INC for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on CLIENT's behalf. CLIENT shall pay RGSE INC pursuant to the rates and charges set forth in the Proposal. RGSE INC will submit monthly invoices to CLIENT for services rendered and expenses incurred. If the project is suspended for more than thirty (30) calendar days in the aggregate, RGSE INC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, RGSE INC may, at their option, terminate this Agreement upon giving notice in writing to Client. CLIENT agrees to waive any claim against RGSE INC, and to indemnify and hold harmless RGSE INC from any claim or liability resulting from such suspension. If Client fails to make payments when due or otherwise is in breach of this Agreement, RGSE INC may suspend performance of services upon five (5) calendar days' notice to the Client. RGSE INC shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client.

**Liability:** To the extent permitted by law, the total liability, in the aggregate, of Design Professional and Design Professional's officers, directors, members, partners, agents, employees, and sub-consultants, to Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way related to RGSE INC's services, the Project or this Agreement, or any Addenda, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of express or implied contract or warranty shall not exceed: 10x the total engineering fee recorded in Article 4 of this contract which has been paid to RGSE INC for this project. The CLIENT shall not withhold amounts from RGSE INC's compensation to impose a penalty or liquidated damages on RGSE INC, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless RGSE INC agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**Indemnification:** RGSE INC agrees to indemnify and hold harmless the CLIENT, its officers, directors, partners, and employees from and against any damages, losses, liabilities, expenses, and costs (including reasonable attorneys' fees) arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by RGSE INC's negligent or wrongful acts, errors or omissions in the performance of professional services under this Agreement. Notwithstanding any language to the contrary in this Article, RGSE INC shall only be required to reimburse CLIENT for defense fees and costs including attorney's fees, in proportion to RGSE INC's proven acts of negligence and further, only to the extent such fees and costs were directly attributable to CLIENT's defense of a suit based on RGSE INC's actual negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. RGSE INC is not obligated to indemnify the CLIENT for the CLIENT's own negligence or willful misconduct. It is

intended by the parties to this Agreement that Design Professional's services in connection with the Project shall not subject RGSE INC's individual employees, officers or directors to any personal legal exposure for the risks associated with the Project or this Agreement, or any Addenda. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against RGSE INC's, a California corporation, and not against any of Design Professional's individual employees, officers or directors.

**Governing Law:** The laws of the state in which RGSE INC office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

**Invalid Terms:** In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern.

**Mediation:** The CLIENT and RGSE INC agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

**Certifications:** RGSE INC shall not be required to sign any documents, no matter by whom requested, that would result in RGSE INC's having to certify, guaranty, or warrant the existence of conditions that RGSE INC cannot ascertain. There is no implied warranty as to the final construction.

**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or RGSE INC. RGSE INC's services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against RGSE INC because of this Agreement or RGSE INC's performance of services hereunder.

**Consequential Damages:** Neither the CLIENT nor RGSE INC shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

**Transmission of agreement:** Faxed or scanned and emailed signatures shall be treated as originals. Transmit the entire agreement, not just the signature page.

**Additional Services:** If the services covered by this Agreement have not been completed within thirteen months of the date of this Agreement, through no fault of RGSE INC, extension of the RGSE INC's services beyond that time shall be compensated as Additional Services.

**Privacy:** The Engineer agrees that all knowledge and information not already considered within the public domain which the Engineer may acquire from the Owner by virtue of performing services hereunder, will be regarded as strictly confidential and held in confidence and shall not be disclosed to anyone without the Owner's prior written consent to such disclosure.

**Delay beyond reasonable control:** Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**Deferred engineering:** Should deferred engineering be used such as pre-fabricated trusses, pre-fabricated metal building, post tension foundation, or any other deferred element, be utilized and designed by an engineer retained and reimbursed by other than RGSE INC, said engineer shall be primarily responsible for this work. RGSE INC shall not be liable for negligent acts, errors or omissions made by CLIENT'S ENGINEER, or CLIENT'S CONTRACTOR ENGINEER, employee, including employee agents or sub-consultant, or anyone for whom CLIENT'S ENGINEER, or CLIENT'S CONTRACTOR ENGINEER is legally liable. CLIENT further agrees to waive any claim against RGSE INC, and to indemnify and hold harmless RGSE INC from any claim or liability arising from such errors or negligence arising from such deferred engineering.

**Copies of documents:** Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed and sealed by RGSE INC. Files in electronic media format or text, data, graphic or other types that are furnished by RGSE INC to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, RGSE INC makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by RGSE INC at the beginning of this assignment. The CLIENT agrees waive any claim against RGSE INC and to indemnify and hold harmless RGSE INC from any claim or liability resulting from parties unauthorized re-use of documents.

**Contractor's responsibility:** It is understood that the contractor, not RGSE INC, is responsible for the construction of the project, and that RGSE INC is not responsible for the acts, errors or omissions of any contractor, sub-contractor or materials supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor. CLIENT recognizes that the contractors CLIENT selects may commit errors, omissions, or other acts that lead to claims and that RGSE INC may be claimed against as well, because actual responsibility will not be determinable until discovery is complete. Because some of RGSE INC's employees may have to bear personal liability in such cases, a risk to which contractor's employees are immune; because, historically, many contractors have declared bankruptcy or dissolved their business in order to escape liability, an action that significantly increases RGSE INC's risk; and because CLIENT selects contractors, CLIENT agrees to reimburse RGSE INC for any settlement or judgment RGSE INC is required to pay beyond that amount which RGSE INCs extent of culpability otherwise would require.

**Site observation:** It is agreed that the professional services of RGSE INC do not extend to or include the review or site observation of the contractor's work or performance unless specifically listed in Article 2. CLIENT further agrees to waive any claim against RGSE INC, and to defend, indemnify and hold harmless RGSE INC from any claim or liability arising or alleged to have arisen from Site observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless RGSE INC from any claim or liability, arising from GENERAL CONTRACTOR'S performance, or failure of GENERAL CONTRACTOR'S work or alleged to have arisen from the

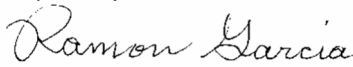
GENERAL CONTRACTOR'S performance or the failure of the GENERAL CONTRACTOR'S work to conform to the design intent and the contract documents. CLIENT is not obligated to indemnify RGSE INC for the RGSE INC'S own negligence. Observation differs from inspection in that "observation" is defined as "the act of viewing or noting something, for scientific or other special purpose"; inspection is defined as "an especially careful or critical viewing of something".

**RGSE INC reliance:** RGSE INC shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to RGSE INC such information as is available to the CLIENT and RGSE INC's contractors, and RGSE INC shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for RGSE INC to assure the accuracy, completeness and sufficiency of such information either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless RGSE INC, and RGSE INC's employees and contractors from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the RGSE INC.

**Relationship:** This Agreement and the deliverables, obligations, and rights herein are intended for the sole use and benefit of the Parties and are not intended to create any third party rights or benefits. This Agreement and the design may not be transferred or assigned by either Party without written consent.

**Maintenance:** The Client agrees and understands that subsequent routine, periodic maintenance, maintenance inspections, and any other necessary repairs is required by the Client or Client selected contractor, sub-contractor, or other appropriate purpose entity for this Project. Further, the aforementioned requirements shall be a condition precedent for Client to subsequently assert a claim against Design Professional or Design Professional's sub-consultants pertaining to the system or building element.

Respectfully submitted,



Ramon Garcia  
President  
Structural Engineer no.4595

I acknowledge having read this letter and the proposal contained therein, and agree to its terms and conditions. If this a contract with a corporation, estate or any other type of legal entity, I attest that I am an authorized to act on the behalf of the said organization. I hereby authorized you to commence work on this project.

John Huber  
Marketing Director  
Architerra Design Group

By: \_\_\_\_\_

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

Billing email: \_\_\_\_\_

# P R O P O S A L

Client Name: **Architerra Design Group**

Client Number: C122

Attention: Joihn Huber

Job Name : **Ketchum Libolt Park Expansion**

Scope of Work:

Rendering services support to complete a total of TWO (2) daytime images of 2 different design layouts as per points of view to be determined by the client and as per scope extents provided on 10/11/2023 email (page 4 of "Addendum 1 - RFP Shalimar Park (Final).pdf").

For the purpose of these images 3DIkon will use existing landscape, furniture, accessories, or props extracted from its own digital libraries. Custom designed items may be requested and are subject to additional negotiation.

Our Process:

3DIkon will provide a total of three iterations throughout the process:

- **Iteration 1:** Preliminary colored images with little or no landscape/furniture will be provided to approve colors and materials. (Please send redmarks collectively)
- **Iteration 2:** After client's approval of point 1, final colored images including landscape/furniture will be provided for final approval. (Please send final redmarks collectively)
- **Final Delivery:** Following client's approval of point 2, we will provide high resolution tiff or jpeg format files and the project will be considered complete. **Final hi-res images max. print size shall be 11x17" (4000px at 300dpi).**

***Please note these stages represent significant benchmarks in the rendering process. Reversing process from this point may require additional negotiation. 3DIkon will clearly notify the client when completing each stage and require approval to move forward.***

Client shall make available in a timely manner:

- Full information regarding conditions and requirements of the project;
  - Answers to requests for information and timely approval; Review for accuracy of basic design, specific site locations, coordination and compliance with requirements.
  - If available, a complete set of CAD files (site plan, floor plans, elevations, sections, details, etc.).
- Additional color/material information should be provided as process develops.

**Important Notes:**

- *ONLY the information provided up to 10/10/2023 was considered for this proposal.*
- *Revisions to the architecture and to the design exceeding the starting information and original scope or number of iterations proposed in this document shall be renegotiated or estimated by the hour at the current hourly rate.*
- *This quote is valid for 30 days.*



P R O P O S A L

Client Name: **Architerra Design Group**  
 Client Number: **C122**  
 Attention: **Joihn Huber**

Job Name : **Ketchum Libolt Park Expansion**

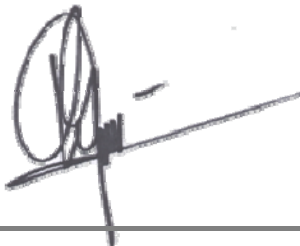
Proposed Timeframe: **15 business days following receipt of all necessary information**  
 Estimated Delivery Time: **7:00 PM PST**

Proposed Basis & Fees: Budget type: **Closed Budget**

	Qty.	Price per item	Subtotal
1. SD - Overall Aerial Daytime Image - per design option	2	\$1,400.00	\$2,800.00
2. SD - Eyelevel Daytime Image - per design option	2	\$990.00	\$1,980.00
3. CD - Overall Aerial Daytime Image - 70% growth	1	\$1,000.00	\$1,000.00
4. CD - Eyelevel Daytime Image - 70% growth	1	\$800.00	\$800.00
5. CD - Overall Aerial Daytime Image - 90% growth	1	\$500.00	\$500.00
6. CD - Eyelevel Daytime Image - 90% growth	1	\$400.00	\$400.00
7. CD - Overall Aerial Daytime Image - 100% growth	1	\$500.00	\$500.00
8. CD - Eyelevel Daytime Image - 100% growth	1	\$400.00	\$400.00
Possible Design Revisions (to be tracked by the hour)			\$45.00 hr

Total : 10 images **\$8,380.00**

(all amounts are represented in US Dollars)



**Diego Gonzalez**  
 Business Development



# P R O P O S A L

Client Name: ***Architerra Design Group***  
 Client Number: *C122*  
 Attention: John Huber

Job Name : **Ketchum Libolt Park Expansion**

I accept this proposal of \$ \_\_\_\_\_, as of \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Please email a signed copy back to [dgonzalez@3dikon.com](mailto:dgonzalez@3dikon.com)  
 Attention: Diego Gonzalez

**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.