

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 25 day of April, 2013 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Dougherty + Dougherty Architects LLP, a California corporation ("Consultant").

### WITNESSETH:

- A. WHEREAS, City proposes to have Consultant provide architectural and interior design services as described herein below; 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 specific services in connection with the project described below (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 California Government Code sections 1090-1092, 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"). A copy of said Response is attached hereto as Exhibit "B" and 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. 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.

1.4. 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. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. 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.

1.6. 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.

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B." Consultant's compensation shall in no case exceed Eighty-Four Thousand Three Hundred Seventy Dollars (\$59,170.00 original RFP response, plus \$25,200 for council approved increase scope of services).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response 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 City's Project Manager for approval on a progress basis, but no more often than monthly. 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 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.

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**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 a Project Schedule approved by City. 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 one year, ending on May 1, 2014, 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 as to 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 and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) 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 and aggregate.
- (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 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. 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 comprehensive general liability insurance 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, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 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.

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.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that 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, 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.

6.13. 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.

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

6.15. 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 the RFP or the Response, 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 both the Response and the RFP and the Response shall govern over the RFP.

6.16. 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.

6.17. 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.

6.18. 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.

6.19. 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.

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

6.21. 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.

6.22. 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 as 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.

6.23. 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.

6.24. 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

[Redacted signature block]

Chief Executive Officer, City of Costa Mesa

Date: 4/11/13

CONSULTANT

[Redacted signature block]

Social Security or Taxpayer ID Number

Date: April 24, 2013

ATTEST:

[Redacted signature block]

CITY CLERK AND EX-OFFICIO CLERK  
of the City of Costa Mesa

APPROVED AS TO FORM:

[Redacted signature block]

Date: 04/10/13

APPROVED AS TO INSURANCE:

[Redacted signature block]

Date: 4/10/13



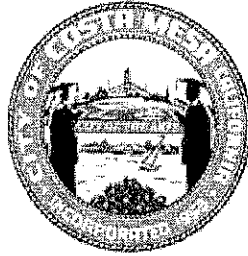
APPROVED AS TO CONTENT:

Pr 

Date: 4/11/13

**CITY'S REQUEST FOR PROPOSAL**

**EXHIBIT A**



**REQUEST FOR PROPOSAL**  
**FOR**  
**CITY HALL AND POLICE DEPARTMENT ENTRYWAY DESIGN**

**PRESENTED BY**  
**DEPARTMENT OF THE CEO**  
**CITY OF COSTA MESA**

**RELEASE DATE: August 21, 2012**

**REQUEST FOR PROPOSAL (RFP)**

**PROFESSIONAL DESIGN SERVICES**

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the "City") is requesting proposals from a qualified firm to provide professional interior design services to assist in the redesign of the City Hall and Police department Lobbies and additional design services regarding signage and a possible employee lounge.

The contract term shall be for one (1) year, with two (2) additional one-year options to renew.

**1. BACKGROUND**

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$111 million and a total of over \$132 million of fiscal year 2012-2013.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 116,479 and has a land area of 16.8 square miles. It is located in the southern 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" and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety, maintenance and improvement; and full range of recreational and cultural programs.

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

**2. SCHEDULE OF EVENTS**

This request for proposal will be governed by the following schedule:

- Release of RFP.....August 22, 2012
  - Deadline for Written Questions.....August 29, 2012
  - Responses to Questions.....September 7, 2012
  - Proposals are Due.....September 14, 2012
  - Interview (if held).....September 17 – 19, 2012
  - Approval of Contract.....September 24, 2012
- All dates are subject to change at the discretion of the City.

### 3. SCOPE OF WORK

The City of Costa Mesa ("the City") seeks proposals for a consultant to provide interior design services for its City Hall and Police Department lobbies, as well as additional services for directional guidance signs and a possible design of an employee lounge. The Designer must be familiar with construction methods, working drawings, public bid requirements, and building and public safety, and must have demonstrable experience in interior design in a municipal environment. The designer must have an Accredited Professional certification. The contract will be for one-year with two one-year options to renew. Payment will be on an hourly basis with an agreed upon not exceed amount of the contract.

The offerors selected for this contract will work on a consultant basis to provide creative direction, consultation, coordination, interior and environmental design for approximately 7,500 square feet of space. The designers will need to provide pricing for the following areas:

1. Creative/Art Direction/Interior Design Development
2. Project Coordination/Management Services
3. Production/Renderings/Space Planning
4. Comprehensive Mock-Ups/Proofs/Mood Boards

**Fees will be inclusive of:**

1. Overall interior creative direction and design supervision. (7,500 sq. ft. interior)
2. Conduct research and walk-through of existing lobby, offices and property.
3. Development of mood boards to portray the look, feel, and design direction of the City of Costa Mesa Lobby, offices, etc.
4. Interior and exterior design consultation and coordination with client and contractor.
5. Design space planning and furniture layout with furniture manufacturer
6. Selection of furniture fabrics, materials, carpeting/floor/wall and window covering, tables, etc.
7. Color coordination, color palette for scope of project
8. Assist City with contractor preliminary budget items

The successful offerors will interface with the City Manager's Office, the Public Works Department, the Purchasing Department, and various other departments within the City on as needed basis.

The successful offeror must be familiar with construction methods, working drawings, public bid procedures and building and fire safety codes.

Responding offerors must demonstrate the ability to provide the services described in this document, must meet all minimum criteria and must submit a complete proposal.

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
- Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

• Methodology Section

The Background and Project Summary Section should describe your understanding of the City, the Scope of Work for the project, and the objectives to be accomplished.

• Background and Project Summary Section

Complete Appendix A "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. 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.

• Vendor Application Form and Cover Letter

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, and graphic exhibits. 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 Offeror's response:

Interested firms are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

4. PROPOSAL FORMAT GUIDELINES

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

- **Staffing**

Provide a list of individual(s) who will be working on this contract and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon the contract award and during the contract period, if the Proposer chooses to assign different personnel to the contract, the Proposer must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Minimum Qualifications**

The information requested in this section should describe the qualifications of the firm or entity and key staff performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of assigned personnel dedicated to the account and their specific responsibilities with respect to this scope of work. Please include an organizational chart that reflects the titles of key staff and management contacts of each individual assigned to provide services under this contract.

Provide a summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

Provide at least two professional references that received services of a similar size and scope from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

- **Fee Proposal**

All Proposers are required to submit the form in Appendix D with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 90 days following submission.

Submit one original, five (5) hard copies, plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall prevail.

• Number of Proposals

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.

• Preparation of Proposal

The proposal must be submitted using the format as indicated in the proposal format guidelines.

• Content of Proposal

5. **PROCESS FOR SUBMITTING PROPOSALS**

- (1) Vendor Application Form
- (2) Ex-Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

As a convenience to Proposers, the following is a list of the forms, included as appendices to this RFP, which should be included with proposals:

• Checklist of Forms to Accompany Proposal

The firm selected by the City will be required to execute an Professional Services Agreement (PSA) with the City. The form of the Agreement is enclosed as Appendix B, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See Section 13, below.

• Sample Agreement

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.*

• Disclosure



- **Submission of Proposals**

*Complete written proposals must be submitted in sealed envelopes marked and received no later than 5:00 p.m. (P.S.T) on September 14, 2012 to the address below. With no exceptions proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.*

Costa Mesa City Clerk  
Attn: Bill Lobdell  
77 Fair Drive  
Costa Mesa, CA 92626  
RE: RFP - Design Services

- **Inquiries**

*Questions about this RFP must be directed in writing, via e-mail to:*

Dan Baker, RFP Facilitator  
[daniel.baker@costamesaca.gov](mailto:daniel.baker@costamesaca.gov)

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#). Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than August 24, 2012. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm is selected and the selection is announced, firms 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 written 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.

## 6. **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 lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria

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.

**B. Initial Proposal Review**

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.

**A. Responsiveness Screening**

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection 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.

**7. EVALUATION OF PROPOSALS AND SELECTION PROCESS**

- 1. Qualifications of Firm and Key Personnel-----25%  
Includes the ability to provide the requested scope of services, the Proposer's financial capacity, recent experience (references) conducting work of similar scope, complexity and magnitude for other public agencies of similar size.
- 2. Approach to Providing the Requested Scope of Services-----35%  
Includes an understanding of the RFP, the scope of services for the project and knowledge of applicable laws and regulations related to the scope of services.
- 3. Price Proposal-----30%  
Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.
- 4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities-----10%

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.

**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 September 17 – 19, 2012, and will be conducted at the City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm 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 firm, which shall be determined to be the lowest responsible bidder. 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.

**8. PROTEST PROCEDURES**

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 RFP Facilitator named herein 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 which 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 RFP Facilitator named herein within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City

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

Proposers and Proposer's representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposer's 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 the 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.

#### 10. EX-PARTE COMMUNICATIONS

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 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.

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.

#### 9. CONFIDENTIALITY

Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest in person at a City Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting date.

## 11. 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.

## 12. 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" (see Appendix F).

## 13. CONDITIONS TO AGREEMENT, IF ANY

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).

*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. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluating proposals and determining the lowest responsible bidder.

## 14. 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 offering any proposal 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. See Appendix E.

## 15. STANDARD TERMS AND CONDITIONS

### Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's. Proposers should check this web page daily for new information.

### 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.

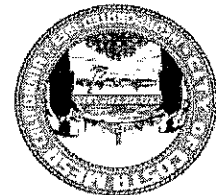
### Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance and required endorsements on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance and endorsements proving coverage as specified within Appendix B.

THIS AREA LEFT BLANK INTENTIONALLY.

# APPENDIX A

**REQUEST FOR PROPOSAL  
INSURANCE BROKER SERVICES  
VENDOR APPLICATION FORM**



TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

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

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: \_\_\_\_\_

# APPENDIX B

## PROFESSIONAL SERVICES AGREEMENT

### CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and consultant, a California corporation ("Consultant").

#### WITNESSETH:

- A. WHEREAS, City proposes to have Consultant provide professional insurance broker services as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (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 California Government Code, Sections 1090-1092, 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 Consultant's Proposal (the "Proposal"). A copy of said Proposal is attached hereto as Exhibit "A" and 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. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. 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. 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

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 date of payment for services rendered.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor 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 Consultants' 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 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.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the 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.

2.1. Compensation. [TBD]

**2.0. COMPENSATION AND BILLING**

1.6. 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.

1.5. 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.

1.4. 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. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.3. Attorneys' Fees and Costs. Consultant shall be responsible for the 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.

### **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 three year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

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.

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, insurance program files, quotes, requests for proposals, policies, certificates, etc., 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 and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket

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.

5.3 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.

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (b) 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 and aggregate.
- (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 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. 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.

5.5. 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 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:

Consultant Name

12345 Any Street

Any Town, CA 92000

Tel: 555-555-5555

IF TO CITY:

City of Costa Mesa

77 Fair Drive

Costa Mesa, CA 92626

Tel: 714-754-5156

“Claims” as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

It is expressly intended by the parties that Consultant’s indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, “Indemnitees”) from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively “Claims”) including, without limitation, attorneys’ fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers)

6.9. Indemnification and Hold Harmless:

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.

6.7. 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.

6.6. 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.

6.5. 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 “B” 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.

Attn: RFP Facilitator

Attn:

Fax: 714-754-5330

Fax: 555-555-5555



business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

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 secure, at his 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.

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. 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

6.19. 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

Agreement.

6.18. 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

expressly provided herein.

6.17. 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

reference, this Agreement shall govern over the Proposal.

6.16. 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 the Proposal, 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

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

to the correction.

6.14. 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

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

representative, at no additional cost to the City. 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, files audio tapes or any other Project related items as requested by City or its authorized

accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. 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.

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

6.22. 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.

6.23. 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 as 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.

6.24. 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.

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

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

CITY OF COSTA MESA,

A municipal corporation

\_\_\_\_\_

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

CEO - Cityof Costa Mesa

CONSULTANT

Signature

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO INSURANCE:

Risk Management

APPROVED AS TO CONTENT:

Project Manager

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

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

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

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

**EXHIBIT A**

**CONSULTANT'S PROPOSAL**

1. The dangers of drug abuse in the workplace;
- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 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;
  1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

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.

POLICY

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.

It is the purpose of this Policy to:

PURPOSE

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.

BACKGROUND

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

CITY COUNCIL POLICY 100-5

EXHIBIT B

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

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

- 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.

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



**EXHIBIT C**

**CERTIFICATES OF INSURANCE**

# APPENDIX C OXIDATION

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements.

**Please sign and accept only one (1) statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Design Services RFP at any time after August 22, 2012.

---

**OR**

I certify that Proposer or Proposer's representatives have communicated with a City Councilmember concerning the Design Services RFP after August 22, 2012. A copy of all such communications is attached to this form for public distribution.

---

# APPENDIX D

# PRICING PROPOSAL FORM

## Insurance Broker Services

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$

Total Estimated Annual Price	\$
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ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

# APPENDIX E

**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 space below.

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# APPENDIX IX

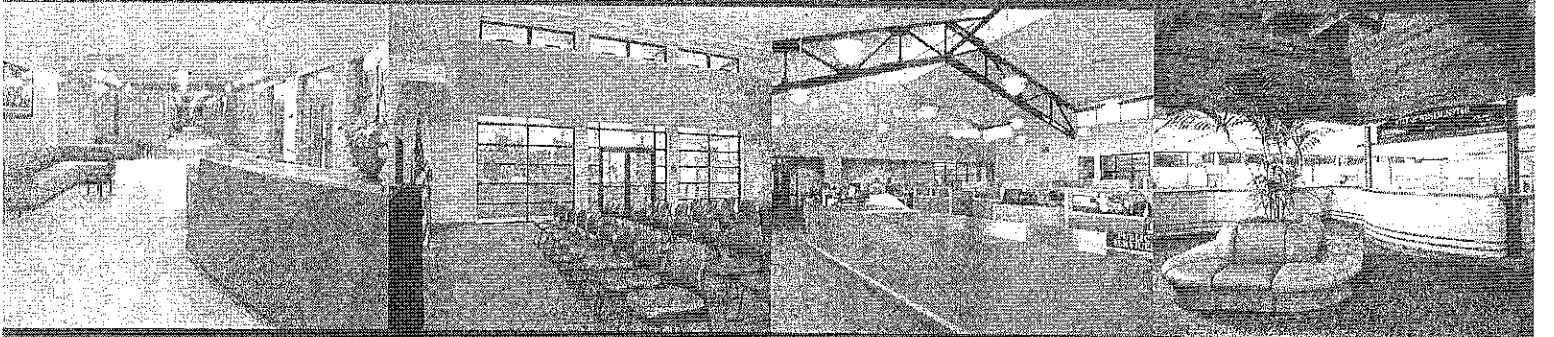
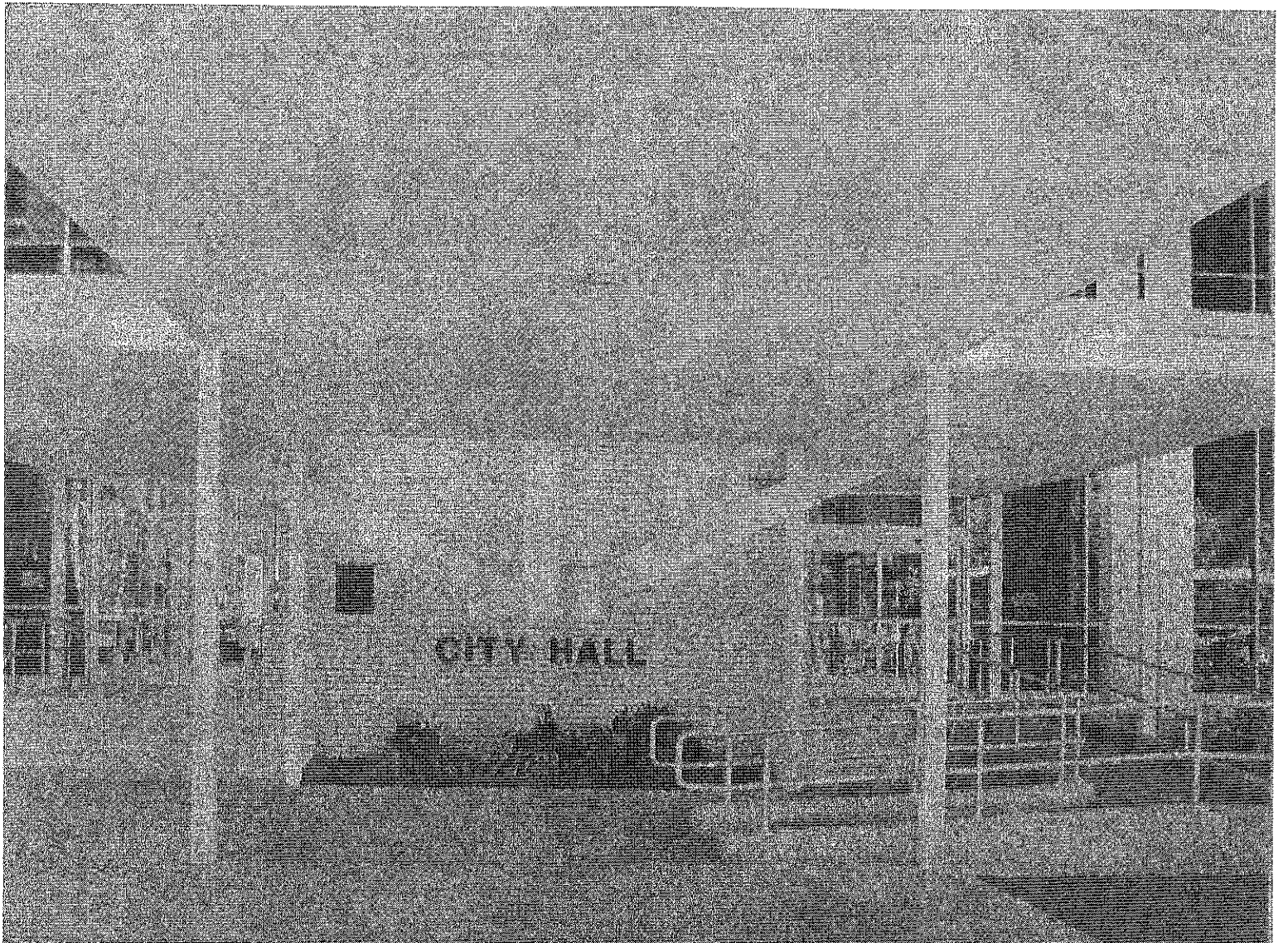


**DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below 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. List below or state "None."

Name	Position	Organization
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

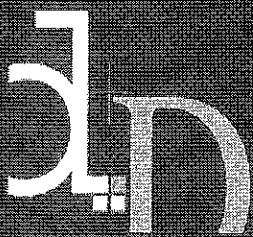
**EXHIBIT B**  
**RESPONSE and SCOPE OF SERVICES**



# CITY OF COSTA MESA

REQUEST FOR PROPOSAL  
CITY HALL AND POLICE DEPARTMENT ENTRYWAY DESIGN

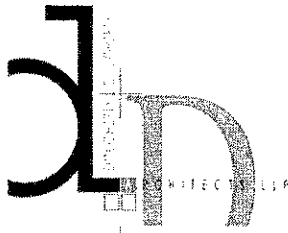
SEPTEMBER 14, 2012



DOUGHERTY+DOUGHERTY ARCHITECTS LLP

# TABLE OF CONTENTS

1.	Vendor Application Form and Cover Letter
2.	Background and Project Summary
3.	Methodology
4.	Staffing
5.	Minimum Qualifications
6.	Fee Proposal & Disclosure
7.	Appendices
	Vendor Application Form
	Ex-Parte Communications Certificate
	Price Proposal Form
	Disclosure of Government Positions
	Disqualifications Questionnaire



ARCHITECTURE  
PLANNING  
INTERIORS

3194D

Airport Loop  
Costa Mesa  
California  
92626-3405

714.427.0277

714.427.0288

WWW.DDARCHITECTURE.COM

September 14, 2012

Costa Mesa City Clerk  
**Attn: Bill Lobdell**  
77 Fair Drive  
Costa Mesa, CA 92626

**Re: RFP-Design Services; City Hall and Police Department Entryway Design**

Dear Mr. Lobdell:

This unique opportunity for the City of Costa Mesa to re-design the entryway for your core public facilities will enable you to better serve your community. Dougherty + Dougherty Architects LLP, a local Costa Mesa award-winning, woman-owned firm in our 33<sup>rd</sup> year of practice, brings the expertise and collaborative process to provide you with a responsive, successful project.

Dougherty + Dougherty designs public facilities that are both functional and aesthetically pleasing. The firm contributes a long history of municipal facilities design for the cities of Anaheim, Westminster, Tustin, Fontana, Burbank, Long Beach, San Marino, Paramount, West Covina, and Apple Valley. A new Apple Valley Town Hall expansion has included full professional services and support of furniture and equipment space planning, selection and specification.

Partner **Betsey Olenick Dougherty, FAIA, LEED AP**, will serve as the Principal in Charge, interior designer and space planner and will be personally involved in the project. **Eric Quintana**, Assistant Project Manager, contributes his previous experience for the City of Westminster, Easter Seals of Southern California TI's, and County of San Bernardino TAY Center remodel. Our in-house Quality Control Manager, **Joe LoBasso, AIA, CDT** provides in-house Quality Control. Dougherty + Dougherty offers the following advantages:

- **A local presence; our office is located less than 3 miles from the project;**
- **Significant experience with municipal project tenant improvement and FF&E;**
- **Personal attention and participation of firm partners in a personalized process;**
- **Strong project management, including budget and schedule control;**
- **Quality of technical expertise, through Building Information Modeling (BIM); and,**
- **Commitment to quality service and responsiveness as collaborative partners.**

The fees quoted in this proposal will be valid for 180 days. Dougherty + Dougherty's Costa Mesa office contact information is indicated on this letterhead. Thank you for your thoughtful consideration of our qualifications.

Sincerely,

Betsey Olenick Dougherty, FAIA, LEED AP BD+C  
Partner-in-Charge, C-9825

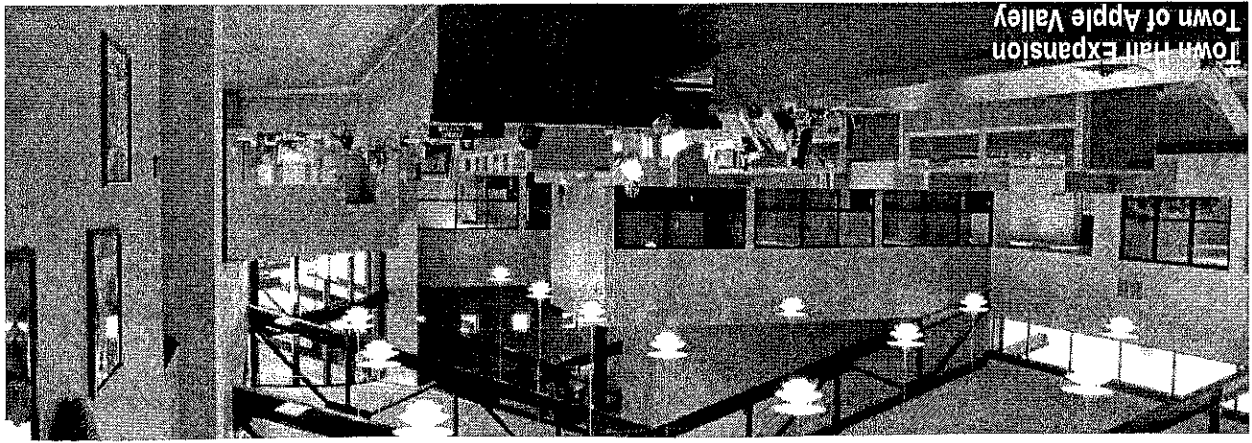
COSTA MESA  
OAKLAND

In order to achieve this goal, the interior finishes and furnishings of both lobbies will be renovated, including new furnishing, wall treatments, floor finishes, and ceiling treatments to convey the cultural richness the City has to offer. Materials will be chosen for design creativity and excellence and yet be cost effective, durable, easy to maintain, and sustainable. Lighting will be evaluated for performance, maintenance history and glare, and be modified as is appropriate. The public counter in the Police lobby will be reconfigured to provide accessibility access, and the ADA path of travel will be well defined. New signage will be provided to enhance public way finding and a sense of place, and meet current ADA requirements for proximity to doorways and raised letters with Braille. Technology will be evaluated for adequacy in these public spaces, and we are prepared to work with IT staff and vendors to consider the necessity for options. The Copy Room will be reconfigured and reorganized to make it operate more efficiently, and to more effectively support the evident storage requirements. It is also understood that improvements to the staff lounge are an option, and are assumed to include an access compliant sink and casework, potential technology to support gatherings, and new fixtures and furniture. The existing style of the buildings will be respected with the appropriate aesthetic response, selecting a timeless solution that will age well and transcend trends. Most importantly, safety and security will be paramount, preserving view angles and oversight to support operational goals.

Costa Mesa is one of the most important cities in Southern California, as home to the Orange County Performing Arts Center, South Coast Plaza, and the Orange County Fairgrounds. It is both a cultural and financial hub of Orange County, offering a quality of life and services that others only dream of. Dougherty + Dougherty Architects LLP is proud to call Costa Mesa home for the past fifteen years. This proposed improvement project will enable the City of Costa Mesa to convey this message to the public, and to improve services and wayfinding when they arrive at City Hall or visit the Police Department. The experience the public should have when entering City Hall or the Police Department should be one of warmth and confidence, a feeling of being welcomed, and of being appreciated as a valued citizen of the City of Costa Mesa.

*The Background and Project Summary Section should describe your understanding of the City, the Scope of Work for the project, and the objectives to be accomplished.*

## 2. BACKGROUND AND PROJECT SUMMARY



### 3. METHODOLOGY

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

The first and most important activity in this process is to work with the City and the stakeholders to establish a vision for the project. Where significant project deliberations are appropriate, a series of workshops will be facilitated by Dougherty + Dougherty among City stakeholders to develop community ownership of the process and a shared platform for the design. As the process evolves, we develop a common language for the designers and the stakeholders to communicate, discussing possible alternatives, and creating tools to document and present our shared design decisions. To properly prepare for meetings, we will carefully tailor presentation and workshop materials to target the goals for solicitation of ideas and communication of recommendations. Following each meeting, material will be summarized in handout and electronic form for ease of reproduction, distribution and review. REVIT Building Information Modeling (BIM) allows us to simulate the experience of the space, defining plans, light and color before breaking ground. It supports effective communication and coordination, and provides design continuity through the documentation and construction process. The design grows from rational programming through artistic space-making to a well-engineered and finely tuned solution. When we have completed our task, the outcome will be responsive and fulfill functional and technical needs. Long after we are gone, these facilities will create a lasting legacy for the City of Costa Mesa.

Throughout the process, cost control and adherence to the project schedule will be of the utmost importance. Each stage of the process is predicated upon effective communication and provides opportunities for input by all stakeholders. The **initial step** in the design process will be to meet with the appropriate City representatives to review and validate the project program and budget, including identifying and developing the City's Project Requirements. Code and design ramifications of the project scope, as defined in the RFP, will be analyzed and compared to the approved budget, ensuring that the project scope is in line with the resources available. If appropriate, preliminary project meetings will be held with regulatory agencies to answer initial code and safety concerns. Meeting with the stakeholders and users, we will further refine the program, creating a document to record the initial project requirements in great detail. This document will be updated and referred to as the project continues to ensure that all project requirements are included in the final design.

**Site inspection**, as-built drawing review, and the field verification of the existing facilities are all crucial components of the pre-design phase. The Pre-Design/Programming phase will conclude with City sign-off of the approved programming documents, project budget, and design schedule, implementing the method that is most appropriate for the City's decision making process.

**Coordination with furniture and equipment procurement** will engage City Purchasing staff to explore the source of existing furniture and the potential to participate in public purchasing contracts. Exploration with staff will include coordination with the existing color and material palette of adjacent spaces to remain. Maintenance experience and procedures will inform the decision related to affordable and maintainable finish material selections.





The **schematic design phase** will initiate the building design process. The plan analysis will be studied and used to create planning diagrams, addressing circulation, adjacencies, the border between public and private access, and program organization. Accessibility, fire and life safety requirements will be assessed and determined. Throughout the Schematic Design process, we will hold meetings with City staff to facilitate input, evaluate decisions, and refine our shared vision. Our previous experience with municipal facilities will contribute innovative design ideas based upon prior experience, and options will be considered. The Schematic Design phase will include a schematic cost estimate. The approved Schematic Design submittal package, including mood boards and color boards will then serve as the basis for Design Development.

**Design Development** involves refining the schematic design into a concrete vision. Cost implications will be discussed in depth at this time. Plans will provide the basis for construction documents and the selection of building materials, and implementation of achievable sustainable strategies. Design choices will be documented using a color board to illustrate building finishes and an outline specification. Cut sheets for all proposed fixtures and equipment will be assembled into a binder and submitted to the City as part of the Design Development package. The Design Development process will also include the creation of a complete set of drawings including furniture layout, with rendered BIM views. Sustainable strategies and systems will be further developed and the Basis of Design will be refined to meet the City's requirements.

The Design Development package will include a cost estimate, which will be used to validate the design and discuss opportunities for value engineering if required. Design **Development drawings** will also serve as the basis for Police Department, and Building Department submittal and approval. The Design Development drawings, renderings, preliminary specifications, color board, cut sheets, and cost estimate will then be presented to the City for approval.

The **construction document phase** is a time when the design documents will be further developed to allow for competitive bidding. BIM, a powerful tool for visualization during design, will also serve an important role in coordination and drawing production, producing a coordinated, integrated set of documents keeping the project on schedule and within budget at bid time and during construction. Furniture plans and specifications will be developed in collaboration with furniture manufacturer representatives, with a request for mock-ups and samples for style, color and fabric selection. Options for signage will include samples for consideration and will respect existing signage to remain.

The **programming documents** and City standards will be reviewed to ensure that they have been implemented in the final drawings and specifications. A final cost estimate will be prepared to verify that the design is targeted to bid within budget and allow for informed value engineering decisions and the identification of bid alternatives if necessary.

**Project documentation** will be submitted to appropriate City agencies for review and approval according to the deadlines established in the design schedule. During the City review period, we will carry out an in-house quality assurance review to ensure document integrity and a smooth construction process. After receiving comments from the Building Department, we will submit revised drawings for back-check, providing written responses to all comments. A final submittal will be provided for City review to pick up programmatic and materials modifications if required. Following approvals from all regulatory reviews, we will assist in preparing for the bid period.



The **Construction Process** begins during the bid period, before any demolition begins. During the bid or negotiation period, Dougherty + Dougherty will conduct a pre-bid walk, respond to questions, and issue addenda as required. Finally, we will assist the City in reviewing the bids to select a qualified contractor. **FF&E bid and procurement** will parallel this process to time delivery to correspond with construction completion.

After a contractor is selected, we will ensure that all pre-construction activities are completed according to the City's General Conditions. This normally includes receiving a preliminary construction schedule and schedule of values, evaluating any substitution requests, and reviewing construction correspondence and submittal requirements. A well-executed bid period establishes a positive relationship between the City and contractor and ensures that the project is well positioned for a successful construction process.

The construction process is as critically important as the early design stages of design. Careful attention will be paid to the construction parking, access and lay-down areas, all adjacent to continually operational public facilities. Dougherty + Dougherty will build a partnership between the City, the Contractor, and the Design Team in order to complete the entryway projects on time and within budget. During the construction process we will monitor project progress, including attendance at all construction meetings, tracking of budget and schedule, and issuance of field observation and meeting notes. Submittals are turned around quickly, with critical path items taking priority. Throughout the process, we will work hard to resolve any issues between the Contractor and the City, and will issue instructions or change order proposal requests as required to facilitate this process. Dougherty + Dougherty is committed to responding to inquiries in a timely fashion, targeting a response to all RFIs via e-mail within three days, communicating with the site within minutes, and travelling to the site with short notice as required.

Dougherty + Dougherty maintains all RFI, Submittal, PCO and Change Order logs via in-house proprietary software, and these logs are provided at each construction meeting. Construction meeting minutes are also provided. Contractor requests for payment are approved contingent upon the maintenance of as-built drawings. Plans and specifications are modified as field changes take place in order to easily create record drawings at project completion. It is extremely important that we are an effective advocate for the City during the construction process in order to deliver a successful project in a cost-effective and timely manner.

Furniture and equipment procurement and installation will be scheduled to immediately follow construction completion. Partner Betsey Dougherty will personally support the coordination of this effort, and be on-site for installation to confirm that the furniture and equipment is in perfect condition, is installed correctly, that goals are met and that ADA clearances and paths of travel are maintained.

During **project Close Out** we will also prepare and review punch lists, collect warranty and maintenance & operations manuals, and transfer the contractor's records of field changes to electronic and hard-copy record drawings. The preparation of a comprehensive punch list prior to issuing the Certificate of Substantial Completion is crucial to ensuring that the Contractor delivers a complete scope of work to the City. Additionally, a list of outstanding Documents Required for Occupancy will be submitted to the contractor. Completion of punch list items and submittal of Documents Required for Occupancy are verified prior to approval of the final payment and release of retention.





2. Detailed description of the efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

City facilities provide essential services to their citizens. It is imperative that they are functional spaces that create a sense of pride and unity in the communities they serve. Exhibiting fiscal responsibility by obtaining the best value for your budget is also a key project goal, for initial and life-cycle costs, as well as for fiscal responsibility and public perception. The internal work environment is as important as the natural aesthetic, with properly sized and oriented spaces that are pleasant to work in, to support productivity and wellness.

Design excellence is measured in the public sector as much by value, sustainability, maintainability and fiscal responsibility as it is by the outward beauty of a project. The resulting body of work from Dougherty + Dougherty puts to rest the perception of projects being "good enough for government work." In the hands of Dougherty + Dougherty, good enough for public work is measured by the highest ideals. Firm principals and employees share a belief that social responsibility is a fundamental aspect of society and it is therefore exhibited in every project, large or small, completed by the firm. Subsequently, projects completed by Dougherty + Dougherty are filled with optimism, demonstrating the ability to connect social, and therefore environmental responsibility with design excellence, regardless of budget, schedule, or regulatory constraints. Stakeholder engagement will determine a responsive solution that exceeds expectations.

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

Significant issues that are unknown to us at this time are any deadlines for access to funding, key milestones for reviews and approvals, and the impact on phased work to remain continually operational during construction. A Transition Plan will be developed with the City based upon your individualized needs for serviceability to remain fully operational, safe and secure at all times. The details of this plan will be developed with you to meet your goals.

Fluctuation in service needs will be considered within the design phases of the work, and can be revised during construction document preparation and construction. It will be our intent to consider inherent flexibility in the design solution to best serve the City over time. These considerations can be modeled in casework design and placement as well as furniture layout options. A certain degree of change is anticipated as in any project. If a significant scope of work or programmatic change is proposed after the design has been approved, then the scope/budget reconciliation and associated time and fee considerations will be deliberated with the City to arrive at a fair and reasonable approach to accommodate these changes. The hourly rate schedule provided will support an additional services proposal for significant changes and for any potential future additional scope of work.

**PROPOSED SCHEDULE**

Programming	2 weeks
Schematic Design	3 weeks
City Review and Approval	1 week
Design Development	3 weeks
City Review and Approval	1 week
Construction Documents	4 weeks
City Plancheck and Approval	3 weeks
Bid and Award	3 weeks
Construction & Furniture Installation	12 weeks

*4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City Staff and your staff would be to complete the tasks specified in the Scope of Work.*

It is essential that the Design Team and City representatives build a mutually supportive partnership to achieve a successful result. We will serve as your trusted advisor as the program requirements are defined and incorporated into the interior design solution. A City Project Manager is anticipated to serve as your representative, matching our commitment to a timely, creative and cost effective design solution, providing continuity from design through construction. This individual will be expected to provide as-built records, access to for field verification, serve as a liaison between departments, and provide engineered building information. City Department leadership is expected to be actively engaged with us in the stakeholder input portion of the design process, conveying programmatic needs, and confirming the decision-making process and subsequent design implementation. It is also anticipated that approvals will be obtained at the conclusion of design, and that the ultimate approval will come from City Council. Furniture and equipment procurement is expected to be coordinated with the City Purchasing Department, who will issue the furniture bid package and work with us to assess and award the furniture and equipment contracts. We will provide architectural design and construction documents for approval and bid, and will also provide construction administration services with the contractor. The BIM Revit model will be accessible throughout the process for communication, and will be provided to contractors for bidding and construction.

*5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize effective, cost effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the service desired.*

Building Information Modeling with the use of Auto Cad Revit software is a powerful tool, providing the ability to view 3D images in real time at all phases of project development. We have been utilizing this tool for more than five years as early adopters, and offer it to you to support the design and implementation of your City Hall and Police Department Entryway Design, and potential related projects. It is assumed at this time that engineering consulting is not required, particularly related to structural, mechanical, plumbing and electrical engineering. Any minor modifications to engineered building systems are anticipated to be accomplished as "design-build" with specialty subcontractors. Although this project is expected to be delivered as a design-bid-build project, it is possible to engage a pre-qualified contractor in the design phase to fully implement an Integrated Project Delivery (IPD) method. Even with the traditional method, IPD can be implemented with the BIM model during construction. The two methods as described do not have an impact on the proposed fee.

For furniture selection, specification and procurement, it is recommended to select three manufacturers to compete for the work based upon furniture plans and performance specifications, requiring a detailed response with products and pricing, to include tax, shipping and installation. Mock-ups and/or physical samples should be a part of this requirement to allow City staff to "kick the tires" and to compare chair comfort, as an example. Partner Betsey Dougherty will work with you to schedule and to stage this process to provide City staff the opportunity to give input as a part of furniture selection in addition to the price comparison. Any pre-existing City contracts or relationships will be respected and may assist in identifying the participants or potential single source.





Dougherty + Dougherty Architects LLP commits this team to the project from design through occupancy. This process ensures that information and project history are kept intact. A background of staff qualifications, education and representative experience are indicated in the requested resumes following this section.

**Anticipated Hours of Service**

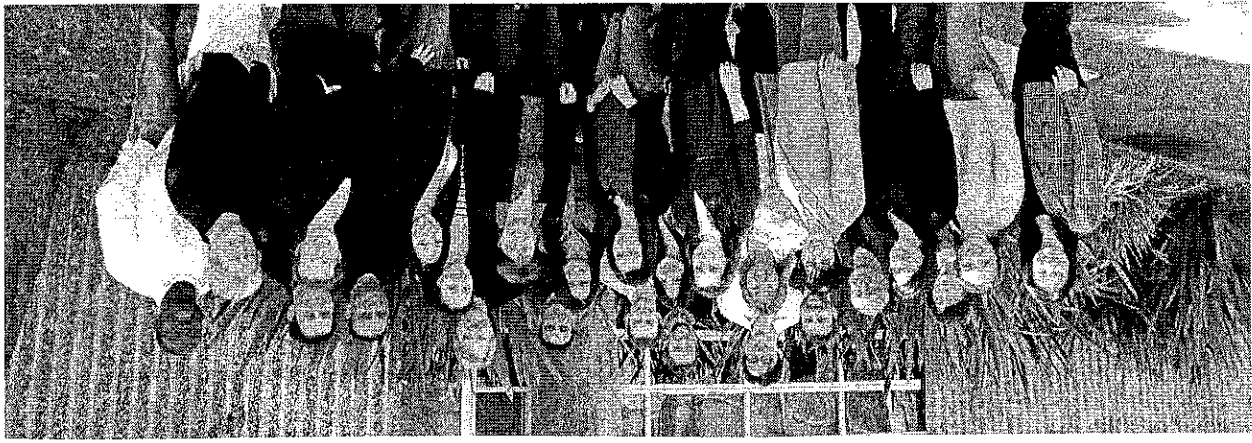
Betsey Olenick Dougherty, Partner, Interior Designer	108 hours
Eric Quintana, Project Management/Design/CDS	214 hours
Joe Lobasso, Specifications & Quality Assurance	18 hours
Architect BIM	134 hours
Administrative Staff	22 hours

Betsey Olenick Dougherty, FAIA, LEED AP BD+C will serve as the Principal-in-Charge and Senior Project Manager for the City Hall and Police Department Entryway Design project. Ms. Dougherty has over 37 years of extensive experience in space planning, interior design and the selection of furniture, color and materials. She will lead the team and be the contractual contact for the City. She will coordinate with Assistant Project Manager, Eric Quintana, Assoc. AIA to work hand in hand with the City throughout the Design and Construction process. He will be present and an active participant in stakeholder meetings and all project processes, and will lead in-house architectural staff and construction administration. Recently, Mr. Quintana and Ms. Dougherty worked together on the completion of a tenant improvement project for the County of San Bernardino's One-Stop Transitional Age Youth Center, the Easter Seals of Southern California Office Tenant Improvements, as well as the City of Westminster City-Chamber of Commerce Building. His previous experience with similar project types provides him with the expertise needed to perform the services required for this project. Firm Associate Joe Lobasso, AIA, will support the team in the drafting of technical specifications and the provision of in-house quality control and document coordination.

Dougherty + Dougherty Architects LLP has organized a project team for the City of Costa Mesa that has extensive experience in the design of interior space and way finding. The following team represents a collaboration that will provide you with personal service and responsiveness.

*Provide a list of individual(s) who will be working on this contract and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.*

**4. STAFFING**



### **BETSEY OLENICK DOUGHERTY, FAIA, LEED AP BD+C PRINCIPAL-IN-CHARGE**

Betsey Olenick Dougherty, FAIA, LEED AP BD+C is the founding partner of Dougherty + Dougherty in Costa Mesa. She established the firm in 1979, emphasizing design excellence and sustainability for municipal, educational and institutional facilities. She has led the American Institute of Architects since 1976, serving as Orange County President in 1984, California President in 1988, National Director from 1989-1991, National Secretary from 1993-1994, and 2004 Chancellor of the AIA College of Fellows. Ms. Dougherty specializes in Interior Design and Space Planning.

#### **Project Experience**

- City-Chamber of Commerce Building, City of Westminster
- Civic Center Modernization, City of Westminster
- Town Hall Expansion, Police Building Remodel, Community Center, Park Maintenance Facility, Town of Apple Valley
- One-Stop Transitional Age Youth Center, County of San Bernardino
- Newport Coast Community Center & CYC Remodel, City of Newport Beach

### **ERIC QUINTANA, ASSOC. AIA ASSISTANT PROJECT MANAGER**

Eric Quintana contributes previous related project experience emphasizing tenant improvement work, space planning, and the modernization of existing facilities. He has prepared plans for the Remodel of Town Hall and the Police Department building for the Town of Apple Valley, the LEED Silver Westminster City-Chamber of Commerce Building, and the TAY Center for the County of San Bernardino. Mr. Quintana is accomplished in Revit Building Information Modeling (BIM). He will coordinate high quality documents, and provide rendered interior views.

#### **Project Experience**

- Town Hall and Police Station Building Remodel, Town of Apple Valley
- City-Chamber of Commerce Building, City of Westminster
- One-Stop Transitional Age Youth Center, County of San Bernardino
- Tenant Improvement of Headquarters, Easter Seals of Southern California
- Webster Kitchen, Cafeteria and Teacher's Lounge Remodel, Pasadena Unified School District

### **JOE LOBASSO, AIA QUALITY CONTROL**

Joe LoBasso, AIA, is an Associate and Senior Project Manager with Dougherty + Dougherty. He has implemented quality control procedures that raise the standard of quality on project documents sent out to bid. He has spearheaded BIM modeling integration throughout the firm, and provides training on building codes, construction technology, and sustainability. Mr. LoBasso actively promotes collaboration between the client, contractor, consultants, sales representatives and vendors.

#### **Project Experience**

- Brookhurst Community Center Remodel, City of Anaheim
- Town Hall and Police Station Building Remodel, Town of Apple Valley
- One-Stop Transitional Age Youth Center, County of San Bernardino
- District-wide Modernization Projects, Pasadena Unified School District
- Long Beach City Hall Renovation, City of Long Beach

#### **Education**

M. Architecture  
University of California, Berkeley  
M. Architecture  
University of California, Berkeley

#### **Registrations**

Registered Architect: California  
C-9825  
LEED Accredited Professional,  
U.S. Green Building Council

#### **Education**

B.A. Architecture  
California State Polytechnic  
University, Pomona

#### **Affiliations**

AIA Associate Member, Orange  
County Chapter

#### **Education**

B.S., Architecture,  
Cal Poly Pomona  
M.B.A.  
California State University Long  
Beach

#### **Registrations**

Registered Architect: California  
C-17652

#### **Professional Society:**

AIA Orange County Member





## 5. MINIMUM QUALIFICATIONS

The information requested in this section should describe the qualifications of the firm or entity and key staff performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include: Names of assigned personnel dedicated to the account and their specific responsibilities with respect to this scope of work.

Dougherty + Dougherty Architects LLP specializes in the design and space planning of innovative environments for municipal, educational and institutional clients throughout California. Firm partners Betsy Olenick Dougherty, FAIA, LEED AP BD+C, Brian Paul Dougherty, FAIA, LEED AP BD+C and Lai-Yin Cheah, AIA have worked continuously with public sector clients throughout California to provide exceptional design services and realize award winning solutions.

The philosophy for the firm has been to design sustainable, energy and resource efficient community-focused facilities that enhance and beautify their neighborhoods, improve quality of life for their inhabitants, provide for future flexibility, apply new technologies, and embrace and elevate the human spirit. The creation of these facilities is accomplished in partnership and collaboration with each client to meet the specific needs of each unique project.

Dougherty + Dougherty has extensive experience in the design, space planning and construction of municipal facilities. Since the firm's inception, we have worked with over 15 local, state and federal clients throughout California and completed over 50 similar projects. Projects completed within the past five years that are similar in size and scope are included on the following page.

### One-Stop Transitional Age Youth Center, County of San Bernardino

An abandoned building was converted into the Transitional Age Youth Center (TAY), a new home for innovative programs in Behavioral Health

#### Assigned Personnel

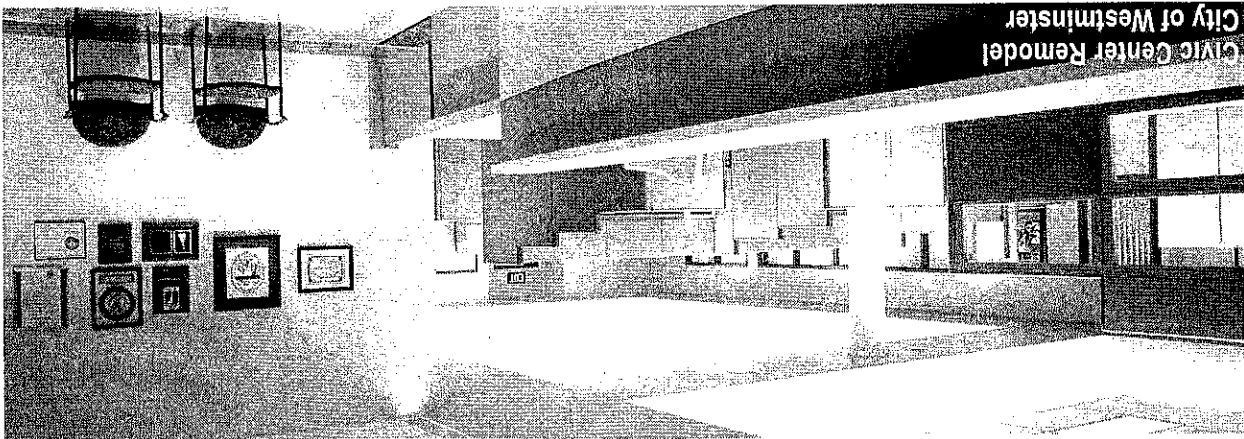
**Betsy Olenick Dougherty, Principal**  
Architect of Record, contractual contact, designer, interior designer, space planner, meeting facilitator, construction support services.

#### Eric Quintana, Job Captain

Created and developed design and construction documents utilizing BIM model, and provided construction support services.

#### Joe Lobasso, Project Manager

Supervised the preparation of construction documents, provided quality control, coordinated the work of consultants, drafted technical specifications, concluded construction support services.



### Westminster City-Chamber of Commerce Building

This new building includes a meeting and events venue for the City and a reception lobby, administrative offices and conference room for the Chamber of Commerce

**Assigned Personnel:** **Betsey Olenick Dougherty, Principal**  
Architect of record, contractual contact, interior designer, space planner, meeting facilitator, construction support services.  
**Eric Quintana, Job Captain**  
Created and developed design and construction documents utilizing BIM model, and provided construction support services.

### Easter Seals Southern California Headquarters

Scope of work included the renovation of an existing administrative office building, and improvements to site and building accessibility.

**Assigned Personnel:** **Betsey Olenick Dougherty, Principal**  
Architect of Record, contractual contact, designer, interior designer, space planner, meeting facilitator, construction support services.  
**Eric Quintana, Job Captain**  
Created and developed design and construction documents utilizing BIM model, obtained approvals, provided construction support services.

### Newport Beach Community Youth Center Renovation

The renovated Community Youth Center, addresses issues of wayfinding, a renewed color program and related aesthetics, improved lighting and reflectivity, forced air systems refurbishment, access compliance, restroom remodeling, acoustics, oversight and safety.

**Assigned Personnel:** **Betsey Olenick Dougherty, Principal**  
Architect of Record, contractual contact, interior designer, space planner, meeting facilitator, construction support services  
**(Assistant Project Manager no longer with the firm)**

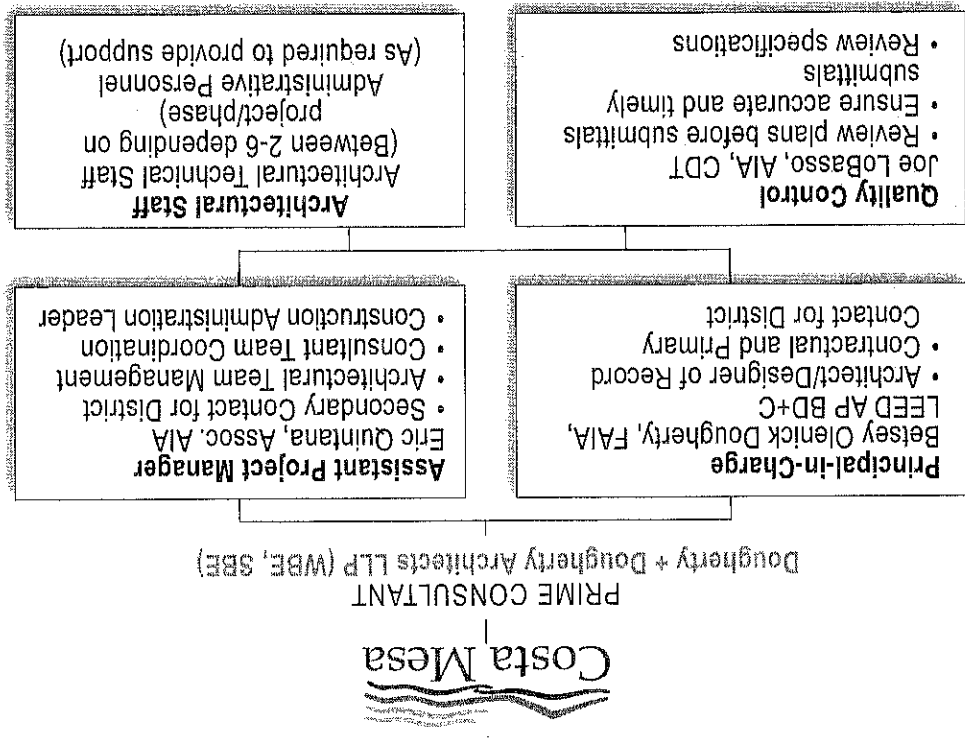
### Apple Valley Town Hall and Police Department Remodel

This project remodels the existing Town Hall and Police Department following the completion of the new Town Hall Building Addition, and remodels space for the Town Manager, Town Council, Recreation and Community Services, and parts of the Police Department including administrative offices, lobby, and evidence room.

**Assigned Personnel:** **Betsey Olenick Dougherty, Principal**  
Architect of Record, contractual contact, designer, interior designer, space planner, meeting facilitator, construction support services.  
**Eric Quintana, Job Captain**  
Created and developed design and construction documents utilizing BIM model.  
**Joe LoBasso, Project Manager**  
Supervised the preparation of construction documents, provided quality control, coordinated the work of consultants, drafted technical specifications, provided construction support services.



Please include an organizational chart that reflects the titles of key staff and management contacts of each individual assigned to provide services under this contract.



Provide a summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

Our successful 33-year history of designing municipal facilities and developing on-going client relationships speaks volume to the quality of our work and dedication to personalized service for our clients. The quality of our services has resulted in repeat work with many of our local Orange County cities including Newport Beach, Anaheim, Tustin, Huntington Beach, Santa Ana and Westminster. Partner Betsy Dougherty has specialized in municipal facilities design since starting the firm in 1979. She is personally involved in design, interiors, space planning, specifications development, material and color selection, construction support services and personal client service, and will commit to hands-on participation with you in transforming your vision into reality. Each member of the proposed project team brings years of specialized expertise and a commitment to you to achieve the goals of the City. A successful business relationship is founded upon trust, mutual support, and shared goals. As a local firm with local knowledge and expertise, we feel confident that we can be that partner to help build the solid functional foundation that will serve the City into the future.





	Assistant Project Manager	Architect BIM	Specs/QC	Administrative Staff
\$120	\$85	\$140	\$80	
4				2
4	0	0	0	2
\$480	\$0	\$0	\$160	
16	12			
8	12			
4	4			
28	28	0	0	0
3,360	\$2,380	\$0	\$0	\$0
20	20			
8	8			6
12				
4	4			
44	32	0	0	6
5,280	\$2,720	\$0	\$480	
40	60	6	6	
2		12	8	
12			6	
4	4			14
58	64	18	14	
3,960	\$5,440	\$2,520	\$1,120	
8				
4				
12	0	0	0	0
1,440	\$0	\$0	\$0	
54	4			
8				
6	6			
68	10	0	0	0
3,160	\$850	\$0	\$0	
214	134	18	22	
5,680	\$11,390	\$2,520	\$1,760	

Date: September 14, 2012

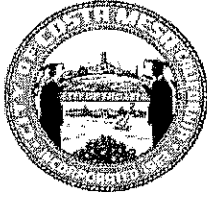
Task	Total Hours	Cost
Program Development	12	\$1,630
Design Development	108	\$12,770
Construction Documents	178	\$20,000
Bidding	26	\$3,750
Construction Administration	100	\$12,640
<b>Total</b>	<b>496</b>	<b>\$59,170</b>

**Notes:**

1. This proposal includes signage but does not include the Employee Lounge.
2. This proposal has been prepared without reference to a budget, and is therefore subject to negotiation.
3. It is assumed that S/MEP will be achieved through "Design-Build" and is not included in this proposal. These services can be provided as additional services based upon the given rates if determined to be required.
4. Payment based upon an hourly not-to-exceed fee per the estimate as submitted is acceptable, or it can be converted to a fixed fee at the City's option. The not-to-exceed option will be billed only for those hours spent, and may not reach the maximum total anticipated herein.
5. This information is confidential.

**DISCLOSURE:**

Dougherty + Dougherty does not have any past or current 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.



REQUEST FOR PROPOSAL  
INSURANCE BROKER SERVICES  
VENDOR APPLICATION FORM

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: Dougherty + Dougherty Architects LLP

Contact Person for Agreement: Betsey Olenick Dougherty, FAIA, LEED AP BD+C

Corporate Mailing Address: 3194 D Airport Loop Drive

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

E-Mail Address: betseyd@ddarchitecture.com

Phone: 714.427.0277 Fax: 714.427.0288

Contact Person for Proposals: James Fortunes, AIA

Title: Director of Business Development E-Mail Address: jimf@ddarchitecture.com

Business Telephone: 714.427.0277 Business Fax: 714.427.0288

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
Betsy Olenick Dougherty, FAIA, LEED AP BD+C Partner	Partner	714.427.0277
Brian Paul Dougherty, FAIA, LEED AP BD+C	Partner	714.427.0277
Lai-Yin Cheah, AIA	Partner	714.427.0277
Gray Dougherty, AIA, LEED AP	Partner	510.654.2544

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number: BL000705

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

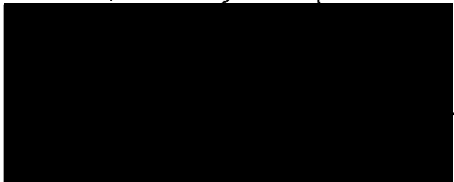
City of Costa Mesa Business License Expiration Date: 09/30/2012 (in the process of renewing)

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements.

**Please sign and accept only one (1) statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Design Services RFP at any time after August 22, 2012.



\_\_\_\_\_  
EED AP BD+C

**OR**

I certify that Proposer or Proposer's representatives have communicated with a City Councilmember concerning the Design Services RFP after August 22, 2012. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_

# PRICING PROPOSAL FORM

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value. Staffing Plan is referred to in Section 4. Staffing

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
Betsy Olenick Dougherty	\$ 165	108	\$17,820	\$ 165
Eric Quintana	\$ 120	214	\$25,680	\$ 180
Joe Lobasso	\$ 140	18	\$2,520	\$ 210
Architect BIM	\$ 85	134	\$11,390	\$ 127.50
Administrative Staff	\$ 80	22	\$1,760	\$ 120
	\$			\$
	\$			\$

Total Estimated Annual Price	\$59,170
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ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE  
See Section 6. Fee Proposal for confidential information

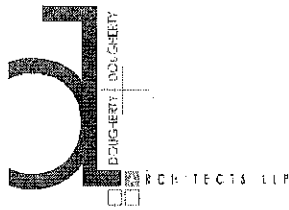
**DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below 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. List below or state "None."

Name	Position	Organization
<u>Betsy Olenick Dougherty</u>	<u>Professional Qualifications Committee</u>	<u>California Architect's Board, Department of General Services</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>







ARCHITECTURE  
PLANNING  
INTERIORS



Airport Loop  
Costa Mesa  
California  
92626-3405

714.427.0277

714.427.0288

WWW.DDARCHITECTURE.COM

February 13, 2013

Mr. William Lobdell  
Director of Communications  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, California 92626

Re: City Clerk's Office Modifications, D+D Project No. 21254.1  
City Hall First Floor Conversion, D+D Project No. 21254.2  
City Council Chambers Modifications, D+D Project No. 21254.3  
Proposal for Architectural Services

Dear Mr. Lobdell:

Thank you for the opportunity to modify the lobby floor City Clerk's office, to re-invent the southeast corner of City Hall at the current Print Shop location, and to make modifications to the City Council Chambers to be accomplished with the installation of new flat screen monitors. It was a pleasure to visit City Hall to discuss the potential and scope of work. We have forwarded meeting minutes for your records, and will be establishing an FTP site for you to access that will include the site photos taken today, and the future plans that will be developed. This proposal is separated into three sections with two phases each: conceptual studies for the City Clerk's Office modifications; conceptual studies for the SE corner of the first floor and adjacent outdoor spaces; conceptual studies for the City Council Chambers; design, construction documents, plan review and approval, bid support and construction administration for the City Clerk's Office modifications; design, construction documents, plan review and approval, bid support and construction administration for the SE corner of the first floor; and, design, construction documents, plan review and approval, bid support and construction administration for the City Council Chambers. In this way, the three projects can be pursued independently if desired.

The scope of work is anticipated to be as follows:

**Conceptual Design Studies for the City Clerk's Office Modifications:**

1. Develop two optional conceptual floor plans and interior elevations for consideration.
2. Develop rendered 3D views of the two options.
3. Provide a \$/s.f. conceptual estimate of cost for each option.

**Conceptual Design Studies for the SE Corner of the First Floor and Adjacent Outdoor Spaces:**

1. Develop two optional floor plans and complimentary site plans to provide for a coffee venue and public meeting and gathering spaces.
2. Develop related rendered 3D views of the two options.
3. Provide a \$/s.f. conceptual estimate of cost for each option.

**Conceptual Design Studies for the City Council Chambers with new flat screen and video technologies, new finishes and modifications to the dias and staff workstations:**

1. Develop two optional plans and elevations for consideration.
2. Develop two interior 3D renderings, one for each option.
3. Provide a conceptual estimate of cost for each option.

COSTA MESA

OAKLAND



**Design, Construction Documents, Plan Review and Approval, Bid Support and Construction Administration for the City Clerk's Office Modifications:**

1. Provide Revit plans, elevations, sections, reflected ceiling plans and details to fully communicate the chosen solution based upon the conceptual design, to be reviewed and approved by the City.
2. Coordinate the design solution with the City Clerk.
3. Submit to the City for agency plan check and approval.
4. Support the bid period with addendums as required and assist in bid tabulations and assessments.
5. Provide construction administration support services to include weekly meetings and minutes, responses to RFIs, review and approval of submittals, the review and negotiation of change orders related to scope, time, and cost, and the provision of record drawings.

**Design, Construction Documents, Plan Review and Approval, Bid Support and Construction Administration for the SE Corner of the First Floor:**

6. Provide Revit plans, elevations, sections, reflected ceiling plans and details to fully communicate the chosen solution based upon the conceptual design, to be reviewed and approved by the City.
7. Coordinate the design solution with the chosen coffee house vendor.
8. Submit to the City for agency plan check and approval.
9. Support the bid period with addendums as required and assist in bid tabulations and assessments.
10. Provide construction administration support services to include weekly meetings and minutes, responses to RFIs, review and approval of submittals, the review and negotiation of change orders related to scope, time, and cost, and the provision of record drawings.

**Design, Construction Documents, Plan Review and Approval, Bid Support and Construction Administration for the City Council Chambers Modifications:**

1. Provide Revit plans, elevations, and details to fully communicate the chosen solution based upon the conceptual design, to be reviewed and approved by the City.
2. Coordinate work with City IT and the television production studio.
3. Submit to the City for agency plan check and approval.
4. Coordinate finishes and new fixtures, furniture and equipment.
5. Support the bid period with addendums as required and assist in bid tabulations and assessments.
6. Provide construction administration services to include weekly meetings and minutes, responses to RFIs, review and approval of submittals, the review and negotiation of change orders related to scope, time, and cost, and the provision of record drawings.

The proposed fees for these two spaces are as follows, as indicated on the related attached spreadsheets. The conceptual design phase fee is for architectural services only. The successive phases include Architectural, Civil (as needed), Structural (as needed), Mechanical/Plumbing and Electrical/Telecommunications services for design, construction document, bid support, and construction administration services:

**Conceptual Design for the City Clerk's Office Modifications:**

Architectural services only Proposed Total:

\$8,100



City of Costa Mesa  
 February 13, 2013  
 Page 3 of 4

**Conceptual Design of the Southeast Corner of the First Floor and Adjacent Outdoor Spaces:**  
 Architectural Services Only Proposed Total: \$10,270

**Conceptual Design Studies for the City Council Chambers with new flat screen and video technologies, new finishes and modifications to the dias and staff workstations:**  
 Architectural Services only Proposed Total: \$6,830

**Design, Construction Documents, Plan Review and Approval, Bid Support and Construction Administration for the City Clerk's Office Modifications:**

The fee for full architectural and engineering services for this scope of work is to be calculated as a modernization project based upon the following percentage of construction cost, based upon a budget approved by the City and derived from the Conceptual Design process. This represents a 1% discount to traditional service fees:

11% x first \$500,000 of construction (or part as determined) = \$55,000  
 10.5% x portion of second \$500,000 of construction (if determined to be necessary) = TBD

**Design, Construction Documents, Plan Review and Approval, Bid Support and Construction Administration for the SE Corner of the First Floor:**

The fee for full architectural and engineering services for this scope of work is to be calculated as a modernization project based upon the percentage of construction cost, based upon a budget approved by the City and derived from the Conceptual Design process (dependent upon the extent of design provided by vendor). This represents a 1% discount to traditional service fees:

11% x first \$500,000 of construction = \$55,000  
 10.5% x second \$500,000 of construction (if determined) = \$52,500  
 10% x remainder of cost (estimated NTE \$1,000,000 of construction if determined) = TBD

**Design, Construction Documents, Plan Review and Approval, Bid Support and Construction Administration for the City Council Chambers Modifications:**

The fee for full architectural and engineering services for this scope of work is to be calculated as a modernization project based upon the following percentage of construction cost, based upon a budget approved by the City and derived from the Conceptual Design process. This represents a 1% discount to traditional service fees:

11% x first \$500,000 of construction (or part as determined) = \$55,000  
 10.5% x portion of second \$500,000 of construction (if determined to be necessary) = TBD

A line item request for reimbursable expenses anticipated to cover submittal reproduction services is estimated not-to-exceed without prior authorization: \$ 5,000



City of Costa Mesa  
February 13, 2013  
Page 4 of 4

Please contact me if you have any questions regarding this proposal. We are prepared to begin work upon your authorization, and will be dedicating the same personnel and consulting team to this expanded scope of services as we are dedicating to the City Hall and Police Department Entryway Design to preserve continuity and compatibility.

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Pa  
At



**City of Costa Mesa**  
**City Clerk's Office Modifications**  
**City Hall First Floor Conversion**  
**City Council Chambers Modifications**

**FEE PROPOSAL**

Dougherty + Dougherty Architects LLP

Date: January 25, 2013

Task	Total Hours	Cost
Conceptual Design City Clerk's Office Modifications	60	\$8,100
Conceptual Design of SE Corner of the First Floor and Adjacent Outdoor Spaces	93	\$10,270
Conceptual Design Studies for the City Council Chambers	62	\$6,830
<b>Total</b>	<b>215</b>	<b>\$25,200</b>

**Notes:**

1. This proposal is for conceptual design studies (2) only.
2. This proposal has been prepared without reference to a budget, to be determined within this scope of work as \$/s.f.
3. C/S/MEP consulting is not included in this proposal
4. Payment based upon an hourly not-to-exceed fee per the estimate as submitted is acceptable, or it can be converted to a fixed fee at the City's option. The not-to-exceed option will be billed only for those hours spent, and may not reach the maximum total anticipated herein.
5. This information is confidential.

**DISCLOSURE:**

Dougherty + Dougherty does not have any past or current 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.

**EXHIBIT C**

**CITY COUNCIL POLICY 100-5**

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;

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

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

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.

**EXHIBIT D**

**CERTIFICATES OF INSURANCE**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

3/27/2013

**PRODUCER**  
Dealey, Renton & Associates  
P. O. Box 10550  
Santa Ana CA 92711-0550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Dougherty + Dougherty Architects LLP  
3194-D Airport Loop Drive  
Costa Mesa CA 92626-3405

INSURER A: Travelers Indemnity Co. of Connecticut  
INSURER B: Travelers Property Casualty Co of Ameri  
INSURER C: American Automobile Ins. Co.  
INSURER D: Argonaut Insurance Company  
INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6806100L217	11/15/2012	11/15/2013	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO  <b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BA7379L627	1/11/2013	1/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WZP81002924	9/1/2012	9/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	<b>OTHER</b> Professional Liability Claims Made	IAE11413023	11/27/2012	11/27/2013	Per Claim \$2,000,000 Annual Aggr. \$2,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 General Liability policy excludes claims arising out of the performance of professional services. The City of Costa Mesa and its elected appointed boards, officers, and employees are Additional Insured as respects to General Liability coverage as required by written contract. Coverage afforded the Additional Insured is Primary and Non-Contributory as respects to General Liability coverage. Waiver of Subrogation included in Work Comp. coverage as required by written contract.

**CERTIFICATE HOLDER**

ADDITIONAL INSURED: INSURER LETTER:

**CANCELLATION 10 Day Notice for Non-Payment**

City of Costa Mesa  
Attn: Dan Baker, Management Analyst  
77 Fair Drive  
Costa Mesa CA 92626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: Dougherty + Dougherty Architects LLP  
 Producer: Dealey, Renton & Associates  
 Policy Number WZF81002924  
 Effective Date 3/27/2013

**Schedule**

**Person or Organization**

City of Costa Mesa  
 Attn: Dan Baker, Management Analyst  
 77 Fair Drive  
 Costa Mesa CA 92626

**Job Description**

**Additional Premium %**

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

You must maintain payroll records accurately segre-  
 gated in the work described in the Schedule.  
 The additional premium for this endorsement shall be  
 to this endorsement, of the California workers'  
 compensation premium otherwise due on such  
 remuneration.

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

**A.** The following is added to **WHO IS AN INSURED** (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**a.** In the performance of your ongoing operations;

**b.** In connection with premises owned by or rented to you; or

**c.** In connection with "your work" and included within the "products-completed operations hazard";

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement. The insurance provided to such additional insured is limited as follows:

**d.** This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**e.** This insurance does not apply to the rendering of or failure to render any "professional services";

**f.** The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declaration for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**B.** The following is added to Paragraph **a.** of **4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

**(1)** The "bodily injury" or "property damage" for which coverage is sought occurs; and

**(2)** The "personal injury" for which coverage is sought arises out of an offense committed;

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

**C.** The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

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

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D.** The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

