

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7<sup>th</sup> day of December, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and IDS GROUP, INC., a California corporation ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide architectural and engineering design for IT offices and training room project, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule").

Consultant's total compensation shall not exceed Sixty-Seven Thousand Six Hundred Dollars (\$ 67,600.00).

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

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

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

### 3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the

party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

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

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on December 6, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

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

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

#### **5.0. INSURANCE**

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned

vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, leased, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

IDS Group, Inc.

IF TO CITY:

City of Costa Mesa

1 PETERS CANYON ROAD,  
SUITE 130  
Irvine, CA 92606  
Tel: (949) 387-8500 ext. 154  
Attn: John Silber

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

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

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

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or

authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending

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

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

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

[Signatures appear on following page.]

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

**CONSULTANT**

  
Signature

Date: 12/19/2022

Said Hilmy, President  
[Name and Title]

**CITY OF COSTA MESA**



Date: 1/3/23

Lori Ann Farrell Harrison  
City Manager

**ATTEST:**

 1/9/2023

Brenda Green  
City Clerk



**APPROVED AS TO FORM:**



Date: 1/4/23

Kimberly Hall Barlow  
City Attorney

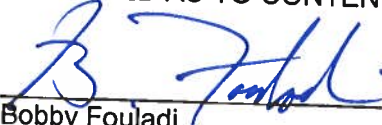
**APPROVED AS TO INSURANCE:**



Date: 12/22/22

Ruth Wang  
Risk Management

APPROVED AS TO CONTENT:

  
Bobby Fouladi  
Project Manager

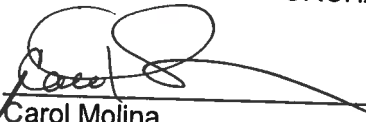
Date: 12.27.22

DEPARTMENTAL APPROVAL:

  
Raja Sethuraman  
Public Works Director

Date: 1-4-23

APPROVED AS TO PURCHASING:

  
Carol Molina  
Finance Director

Date: 12/21/2022

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



# CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ENGINEERING DIVISION

September 14, 2022

**SUBJECT: IT OFFICES AND TRAINING ROOM AT COSTA MESA CITY HALL:  
REQUEST FOR PROPOSAL (RFP) TO PROVIDE  
PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES**

Dear Consultant:

The City of Costa Mesa is requesting a proposal from qualified firms who will provide professional architectural and engineering services to design IT Offices and a Training Room in the Basement of City Hall. The schedule is as follows:

### ENGINEERING SCHEDULE

		<u>DATE</u>
1. Mandatory Job Walk		
2. Deadline to Submit Requests for Clarification	10:30 a.m.	09/28/22
3. Proposal Due Date	5:00 p.m.	10/07/22
4. City Council Award of Professional Services Agreement	5:00 p.m.	10/18/22
5. Project Kick-off Meeting		01/10/23
		01/24/23

Enclosed is the Request for Proposal (RFP) to provide professional services for the subject project. The proposal requirements and the necessary professional services required by the City are stated within the RFP. The consultant shall provide all services as requested in the RFP and stated in the submitted proposal.

A mandatory job walk is scheduled for Tuesday, September 28, 2022, at 10:30 am at City Hall located at 77 Fair Drive, Costa Mesa, CA 92626. The walkthrough will begin in front of City Hall.

### CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is Kian Nejad, Associate Engineer. All correspondence shall be submitted in writing via Planet Bids. Inquiries submitted other than via Planet Bids will not receive a response.

### PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be submitted electronically via PlanetBids:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>

No other form of submittal shall be accepted by the City.

### FEE PROPOSAL

Fee Proposals shall be submitted in a separate file electronically via PlanetBids:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>

Sincerely,

**Kian Nejad**  
Associate Engineer

**IT OFFICES AND CITY TRAINING ROOM AT COSTA MESA CITY HALL –  
REQUEST FOR PROPOSAL (RFP) TO PROVIDE PROFESSIONAL ARCHITECTURAL AND  
ENGINEERING DESIGN SERVICES**

**I. INTRODUCTION**

The City of Costa Mesa, California (City) is soliciting a Request for Proposals (RFP) for the selection of a well-qualified architectural/engineering design firm for the design of IT Offices and a City Training Room in the basement of Costa Mesa's City Hall, at 77 Fair Drive in the City of Costa Mesa.

The project will provide a new Information Technology (IT) manager's office, Cubicles for (3) IT staff, and a Training room that can be used by all City Departments. The offices and training room will be located within an approximately 1040 sq. ft. area located in the Southeast corner of the City Hall Basement. The location of the new offices and training room is identified for reference as part of (Exhibit A). The new offices and training room shall comply with the latest fire/building codes and plans & specs will specifically address exit routes, accessibility, mechanical & HVAC, Title 24 energy calculations, electrical, lighting, plumbing, and data/security components of the project. Plans and specs shall provide the details for turnkey construction that includes procurement and installation of all Furniture, Fixtures, & Equipment (FF&E) including office furniture, training room furniture, CAT6 data cabling organization, desktop computers, presentation equipment, switchgear, IT cabinet & racks, IT Universal Power Supply (UPS), and printing/ scanning equipment for both the IT offices and the training room. Finally, design plans will also provide details for fire the life safety engineer/contractor to provide the design and fire sprinkler/fire alarm modifications that will be required to upgrade the existing sprinklers and fire alarm systems of the new IT offices and training room and the adjacent spaces in the basement that may be affected by the new construction.

The City's goal is to have a Consultant provide a proposal for professional services that will complete this project. If you feel that any items should be added to the scope of work to accomplish this goal, please include a separate description and cost item in your proposal.

**A. General Goals:**

The City of Costa Mesa is seeking a consultant with a strong design background that has successfully completed similar projects and has extensive experience in the design of public facilities, Accessibility requirements, ADA, and Title 24 building code compliance. The selected consultant will be responsible for a complete final design, 100% construction documents, bid and construction assistance, construction administration, and the processing of permits through the City's Building Division.

**B. Minimum Consultant Qualifications:**

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



## II. CONTENT OF PROPOSAL

To maintain uniformity among all proposals furnished by consultants, your proposal shall be limited to **a maximum of 10 pages** (excluding front and back covers, section dividers, resumes, photographs, and fee proposal) and must include the following:

- A. Statement of project understanding containing any suggestions for successful completion of the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.
- B. A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.
- C. A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.
- D. A proposed schedule indicating stages of work, timeframes, and ability to perform the required services in a timely manner.
- E. A fee proposal clearly identified in a separate electronic file.

## III. CONSULTANT SELECTION COMMITTEE

The Public Works Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of members from this department who have acted in the capacity of Project Manager for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently. Interviews may be conducted at the discretion of the City.

The Consultant Selection Committee will evaluate proposals based on their ability to demonstrate the consultant is able to do the following:

- A. Produce a well-engineered set of Plans, Specifications, and Estimates (PS&E) that will result in a minimum number of construction contract change orders.
- B. Produce an innovative and detailed set of construction documents, which reflect field conditions and existing systems.
- C. Perform constructability and value engineering during the design process to anticipate the biggest challenges during construction.

IT OFFICES AND CITY TRAINING ROOM PROJECT

- D. Provide the City with adequate plans, specs, and estimates including detailed drawings, etc., to bid the project for construction and allow for effective construction management and quality control.

**IV. FEE PROPOSAL**

The Fee proposal shall be provided in a separate electronic file containing the fee schedule for the project and a cover page labeled "Fee Proposal" with your company's name and logo. The fee proposal shall contain the following:

1. Cover letter stating the total not-to-exceed lump sum fee.
2. A detailed fee schedule listing individual project tasks, number of work hours assigned for specific personnel, and the basic hourly rates for all personnel to be used. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration. Travel time and mileage will not be allowed.
3. Include an \$8,000 allowance in the fee schedule as an allowance to be used only as directed in writing by the City.

Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule that was approved by the City for any of the outlined tasks.

**V. ESTABLISHMENT OF FEES**

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

**VI. PROFESSIONAL SERVICES AGREEMENT**

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

**VII. INSURANCE REQUIREMENTS**

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$1,000,000

Additional and primary insurance endorsements shall include the City of Costa Mesa.

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

## **VIII. SCOPE OF CONSULTANT SERVICES**

### **A. General Services:**

Analyze the project, perform field review and investigations, evaluate existing conditions, research existing plans and records, and meet with City staff to prepare as-built base plans and new design plans that provide a detailed project scope and objectives as defined in this Request For Proposal. Meet periodically with City staff during the progress of the design for appropriate guidance and coordination (minimum of four meetings). The consultant shall take notes during the meetings and prepare meeting minutes that shall be submitted to the City for approval within one week after the meeting.

Identify all project costs including but not limited to construction administration, construction, and maintenance cost upon completion of the project.

The architect shall provide general services designated necessary to assist in the administration of the project and including the design of the IT offices, and City hall Training Room. The architect will serve as the lead consultant in managing the design of the new facilities. Any structural engineering, mechanical engineering, electrical engineering, lighting, plumbing, equipment procurement plans, and security plans should be included in the various scope items below. This item of work shall include, but not be limited to, all the activities required to coordinate among project disciplines, agencies, sub-consultants, utility companies, and adjacent departments and City offices.

### **B. Utility Investigation/Coordination:**

The consultant shall notify all interested utility companies and identify all existing including mechanical, electrical, plumbing, data, security, and fire life safety systems. Consultant will be provided as-built plans of all existing facilities; and prepare updated building as-built(s) that identify and precisely locate all utilities within the project limits, including mains, service lines, branch laterals, valves, drain lines, power boxes, electrical conduit, lighting, mechanical, plumbing, data, security, etc.

The consultant shall coordinate all work with the existing fire alarm and security access control companies to determine POC locations for design/build purposes during construction; determine elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with existing utilities and building facilities.

The consultant shall obtain approval in writing from utility companies for any necessary utility work and clearance and shall coordinate inspection of any building facilities inspections with the City's Building Maintenance Department.

The City will be involved in all utility coordination and all correspondence regarding utilities shall include the City's project manager.

**C. Plans & Construction Documents:**

1. The consultant shall prepare construction drawings including, but not limited to, a title sheet, general note sheet, plan sheets, demolition plans, typical cross section sheets, elevation plans, mechanical plans, title 24 energy calculations, electrical plans, plumbing plans, data/security plans, equipment procurement FF&E schedule/plans, detail sheets, plans for walls/structure, and other architectural and designed features of the project in an appropriate format for permitting and bidding purposes.
2. The title sheet shall contain a vicinity map and location map for the project to obtain necessary permits from City of Costa Mesa Building Department.
3. The consultant shall plot existing improvements in broken or screened back lines and identify new construction in thicker lines that stand out.
4. The consultant shall prepare any necessary revisions to construction documents to satisfy all requirements needed to obtain all permits.
5. The consultant shall provide architectural and engineering services to prepare final construction documents signed, and stamped by an appropriate engineer/ architect (as applicable) registered in the State of California.
  - a. **Architectural Design/ Documentation** – The architectural design and documentation shall include a demolition plan, site plan, building plan, accessibility/exit plan, building sections and elevations, building systems/materials selection, dimensions/areas, reflected ceiling plans (as may be required), millwork, FF&E, and architectural finishes.
  - b. **Structural Design** – The structural design shall be per building department requirements.
  - c. **Electrical Design** – The electrical design shall include, but not be limited to, power service and distribution, lighting, telephones, data distribution, fire detection and alarm panel connections, smoke detection, emergency power requirements.
  - d. **Mechanical Design** – The mechanical design shall include, but not be limited, to heating, ventilating, air conditioning, plumbing, split system HVAC, and energy conservation.
  - e. **Plumbing** - The plumbing design shall include but not be limited to, the complete water, sewer, gas, fire sprinkler, and all other plumbing systems for the project.
  - f. **Fire Protection / Sprinkler System** - The electrical and plumbing plans shall provide adequate information for the building's fire life safety engineer/contractor to bid on and provide a modified fire sprinkler system, adequate fire detection, and fire alarm plans for all the new areas created by this design.
  - g. **Interior Design** - Architect shall provide interior design for the project including an itemized FF&E list that includes all the IT office and training room furniture with installation responsibilities for the general contractor.

- h. Equipment Procurement and Installation Plan**- Architect shall provide design for the project including an itemized FF&E list that includes IT equipment buyout and installation responsibilities for the general contractor.

**D. Specifications:**

Prepare a complete set of project specifications detailing the requirements for construction of the entire project including Special Provisions and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City for incorporation into construction documents.

The consultant shall also provide a set of architectural specifications that include the appropriate architectural divisions. The architectural specifications shall include all applicable Structural, Mechanical, Electrical, and Plumbing divisions as well as any other divisions that are applicable and referenced in design plans. The architectural specifications shall include general procedures and administrative requirements including substitution, RFI, and submittal procedures as well.

**E. Quantity and Cost Estimates:**

The architect shall provide a detailed cost estimate during the schematic design phase, an additional cost estimate during the 70% Preliminary Engineering phase, and two construction cost estimates based on a material take-off from the construction documents at stages identified by the City.

**F. Project Document Submittal and Plan Information:**

**1. Project Initialization schematic design phase and 50% Complete PS&E's:**

- a. Develop Project Schedule and Staffing Requirements.
- b. Locate electrical, water, sewer, HVAC, and fire life safety POC's and initiate contact with the respective facilities management managers to develop as-built plans.
- c. Submit Monthly Progress Reports to the City.
- d. Participate in Periodic Meetings with City staff.
- e. Provide proposed improvements at 50% submittal package. This submittal should include all preliminary design drawings reflecting existing utilities, preliminary design of the office, cubicles, and training room.
- f. The City will provide all required City-issued permits free of charge for the design and construction of the project.
- g. Any other permits required for the project shall be obtained by the CONSULTANT. City will pay any fees to the respective agencies.
- h. Areas disturbed during the design and construction phases of this project must be restored to pre-existing conditions according to the City's requirements.
- i. Fieldwork and survey will be conducted Monday through Friday from 7:00 a.m. to 5:00 p.m. or as authorized by the City. The City shall be made aware of work conducted outside of normal hours prior to commencement of said work. No work will be conducted outside of normal hours without City approval.

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

- a. CONSULTANT shall address any comments from the City Building, Building/Facilities management, and IT department(s) generated from the 50% submittal.
- b. Conduct all code compliance necessary for the construction of the project.

- c. Plans should include architectural, structural, MEP, and FF&E designs for the IT Manager Office, (3) IT Staff Cubicles, and City Training Room.
  - d. This submittal must include all the proposed improvements, construction notes, and as many details as possible.
- 3. Preliminary Engineering – Approved PS&E's:**
- a. CONSULTANT shall address any comments from the City Building, Building/Facility Maintenance, IT, and Public Works Department(s) generated from previous submittals.
  - b. Based on the input received from the previous submittals, complete the design and prepare final PS&E's for approval by the building department.
  - c. Submit construction documents to the City of Costa Mesa Building Division for review and approval.
  - a. Depending on the completeness of the plans additional submittals may be required by the City's Building Department to obtain building department approval.
- 4. Preliminary Engineering – Final PS&E's:**
- a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check(s) and from the City's building department.
  - b. Submit final set of PS&E's (printed and electronic formats) complete with the necessary instructions and details to carry out the work in accordance with the plans that are approved for construction. The final set of plans and specifications shall be stamped and signed by the appropriate architect/engineer for bidding purposes.
  - c. The final set of plans and specs shall have building department approval.

#### **G. Bidding and Construction Support**

Attend one bid coordination meeting and prepare technical specifications, project appendices, bid form, and architect's Estimate. Attend one pre-bid meeting. During bid process, the architect shall be responsible for preparing addenda, clarifying the construction documents, answering bidders' questions, issuing revised bid form, plans, exhibits, and technical specifications as required.

During the construction phase, the architect and his sub-consultants team shall review / respond/ and approve submittals and respond to contractor's Requests for Information (RFIs), provide review and input on contractor change order requests, attend bi-weekly construction progress meetings (as may be required), and prepare final as-built plans.

#### **H. Processing of Plans and Permits:**

The architect shall process the construction documents with the City of Costa Mesa Building Division, answer plan check comments, and if necessary, revise construction documents and obtain all the required permits from the Building Division, Fire Department, utility agencies, regulatory, and environmental agencies.

#### **I. Deliverables:**

The CONSULTANT shall provide the City with the following:

- a. All full size plans, specifications, and calculations for plan check submittals. In addition to the printed copies submitted to the building department, all plans, specifications, and calculations may also be provided in their respective electronic formats (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
- b. City of Costa Mesa Building Department Project Approval for Construction.
- c. Bid Support (Review and Response for pre bid questions, and substitutions. Including preparation and development of Bid Addendums as may be required)

- d. Construction Support (Review of submittals, RFI(s), and substitutions during Construction.)

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

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

**X. RIGHT TO REJECT ALL PROPOSALS**

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

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

**XI. SUMMARY**

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

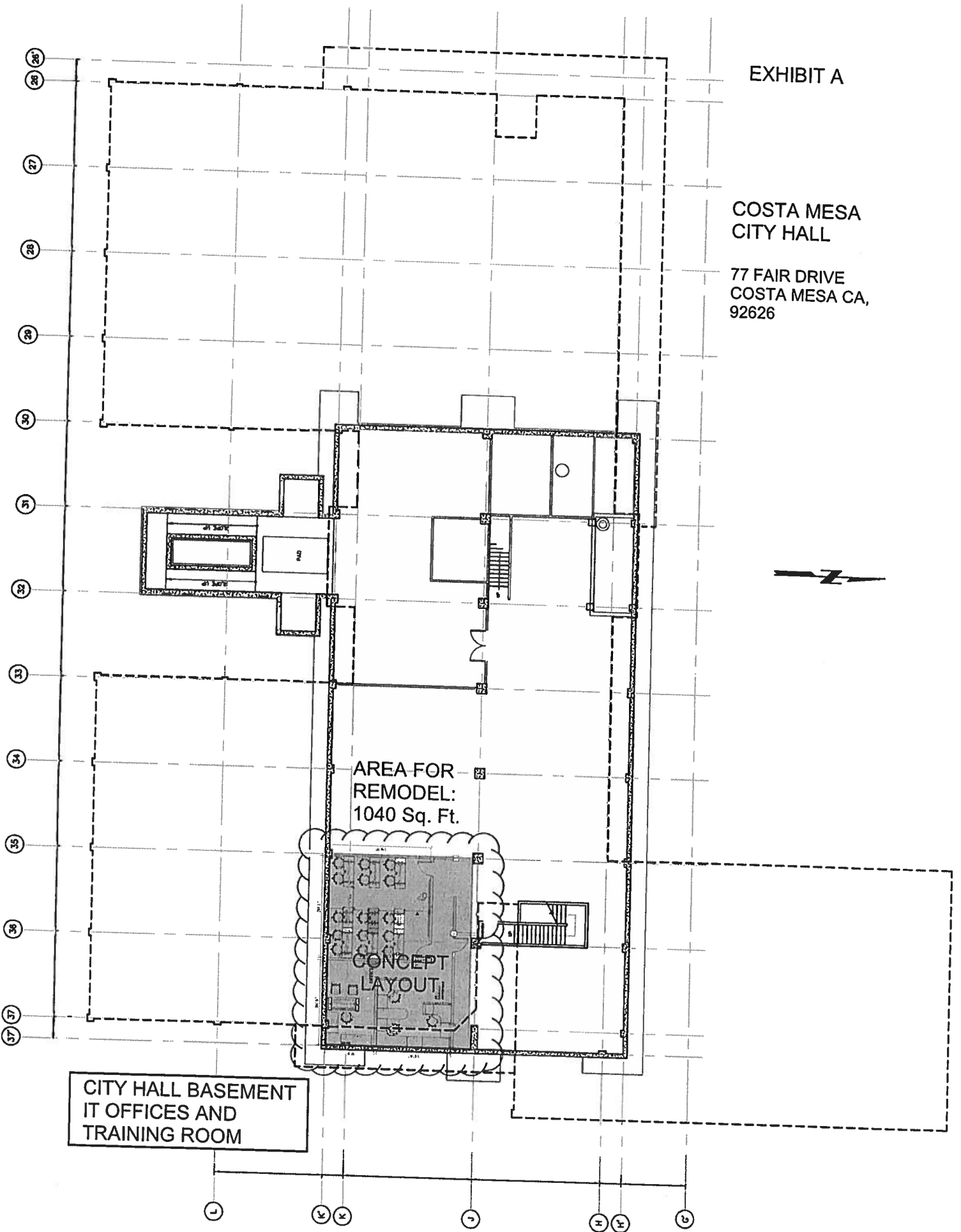
# EXHIBIT A



EXHIBIT A

COSTA MESA  
CITY HALL

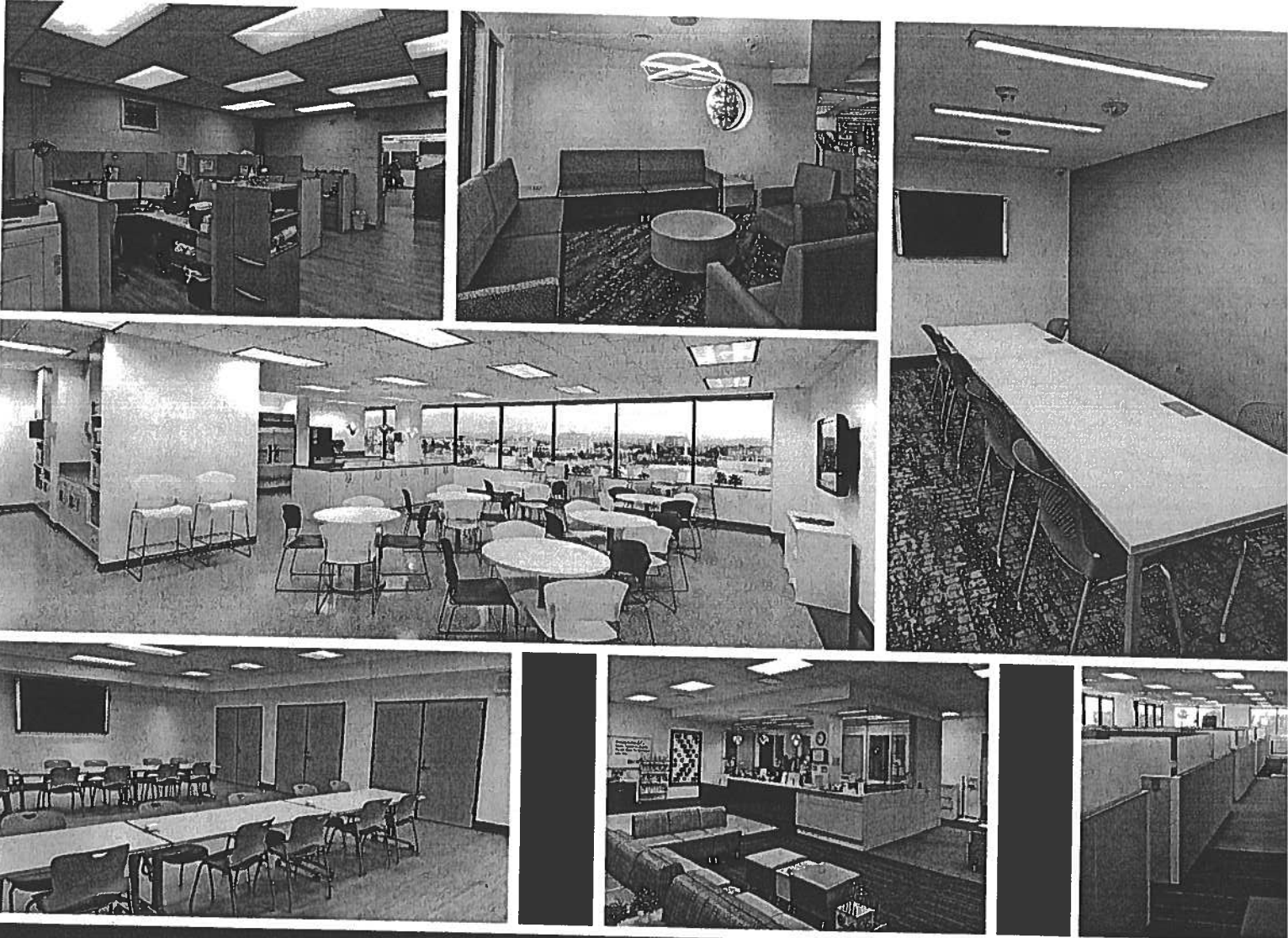
77 FAIR DRIVE  
COSTA MESA CA,  
92626



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



## Request for Proposal (RFP)



# City of Costa Mesa

*Architectural and Engineering Design Services*

## IT Offices and Training Room at Costa Mesa City Hall

October 18, 2022

Submitted by:

 **IDS GROUP**

1 Peters Canyon Road, Suite 130, Irvine, CA 92606  
T: 949.387.8500 ▲ F: 949.387.0800 ▲ [www.idsgi.com](http://www.idsgi.com)

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**A**

# Cover Letter and Project Understanding

October 18, 2022

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

**ATTENTION:** Kian Nejad

**SUBJECT:** RFP for Professional Architectural and Engineering Design Services for  
IT Offices and Training Room at Costa Mesa City Hall

Dear Mr. Nejad and Members of the Selection Committee:

IDS Group, Inc. (IDS) understands that the City of Costa Mesa (City) is soliciting proposals from firms to provide architectural and engineering design services for the IT Offices and Training Room at Costa Mesa City Hall (Project). IDS is a well-integrated architecture-engineering (A/E) firm capable to demonstrate solutions that fit the unique challenges of the project that were presented at the pre-proposal meeting on September 28, 2022. IDS Interior Designer, Margo Zatyko attended the meeting.

### *Project Approach*

IDS will perform site analysis, field review and observation to evaluate existing conditions of the premise and research existing records of plans. The team will identify possible concerns and issues that may arise during plan check review and construction.

The city will be notified of existing visible conditions of the space intended for the project. IDS will document the requirements of the applicable California Building Code (CBC) with regards to accessibility by Americans Disabilities Act (ADA) and other facets necessary for a functional work environment. Items will include the following:

- Existing accessible restroom located on the first floor.
- Accessible elevator provided from first floor to basement.
- Existing condition of the space where unfinished concrete walls exist with exposed electrical conduit, wires, water pipes, electrical panels, and concrete floor.
- No finished ceiling and lighting fixture are hung from existing pipes.
- No HVAC runs/returns/vents – Stand-alone AC unit need to be added.
- Provide existing fire alarm system/exits location plans.
- Provide existing plumbing, electrical, and/or all other existing lines on plans.
- Provide Exit refuge location on plans to meet fire code.

Mr. Kian Nejad  
October 18, 2022

Page 2

- No gas lines located in current tenant improvement space.
- Limited wall plugs and will need to be added to space.
- Concrete floor and possible raised floor to be installed to accommodate electrical/data lines like media room across the hall.
- If raised floor, then an accessible ramp will need to be added and an additional space required at entry.
- In lieu of raised floor, use cubicle office wall system with column poles to run electrical and data lines.

IDS will coordinate and meet with City staff to prepare as-built base plans and new design plans that will provide a detailed project scope and objectives. General design services for the required for the project include: three (3) workstations; one (1) Managers Office; and a training room.

IDS will develop and provide a set of Construction Documents (CD) which will include details for turnkey construction. It will include procurement and installation of all Furniture, Fixtures, & Equipment (FF&E) including office furniture, training room furniture, CAT6 data cabling organization, desktop computers, presentation equipment, switchgear, IT cabinet & racks, IT Universal Power Supply (UPS), and printing/ scanning equipment for both the IT offices and the training room. IDS will locate device points of connection for low voltage/AV/IT based on City redline mark-ups and provide conduit drops to those device locations.

The IDS A/E team will serve as the lead consultant in managing the design of the new workspaces and training room. The Project Manager with guidance from the Principal Architect will identify all project costs including but not limited to construction administration, construction, and maintenance cost upon completion of the project.

The IDS Project Manager will assist in managing the various scope of design works including the coordination of all activities required among project disciplines, agencies, sub-consultants, utility companies, and adjacent departments and City offices. In addition, the Project Manager with support from the A/E team will notify utility companies and identify all existing including mechanical, electrical, plumbing, data, security, and fire life safety systems. IDS will coordinate all work with the existing fire alarm and security access control companies to determine point-of-connection (POC) locations for design/build purposes during construction; determine elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur because of the construction of this project and resolve any conflicts with existing utilities and building facilities. IDS Project Manager will obtain approval in writing from utility companies for any necessary utility work and clearance and shall coordinate inspection of any building facilities inspections with the City's Building Maintenance Department.

Upon full coordination and collected information, IDS will prepare a complete set of Construction Documents that will reflect applicable codes and City standards. These documents will be submitted to the city for review and city plan check department prior to providing to the awarded contractor/s for permitting.

Mr. Kian Nejad  
October 18, 2022  
Page 3

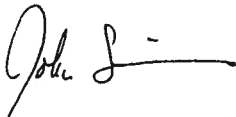
*IDS' Value to the City of Costa Mesa*

- **Share Knowledge and Proactively Collaborate with the City:** The IDS team will be "in sync" from day one with the City's organization value systems. As we have done so on previous projects such as the City's Police Department and Fire Station No. 4 Emergency Backup Generators and the Electric Vehicle Charging Station projects, the IDS team will serve and work closely with the City's department representatives to understand their goals and vision while personally guiding them through the design, cost estimate, construction administration, and other requirements for this project.
- **Focus on the Future:** IDS helps guide public agencies to strategically plan for future facility requirements. We understand the new, post-COVID, workplace. IDS is currently providing A/E office tenant improvement services to the State of California, Los Angeles, Orange, and Riverside Counties. In addition, our firm is providing programming, conceptual design, space-planning, and interior A/E improvements for numerous municipalities including the Cities of Anaheim, Irvine, Santa Ana, Commerce, and Industry. We will bring real time expertise to successfully implement the City's needs and project scope of work.
- **Economy of Scale Approach:** Clients benefit from working with IDS as one company all under one roof where the cost savings are realized through an efficient, well-coordinated team and a single point-of-contact all serving the City of Costa Mesa.

We look forward to speaking with you further regarding our services, expertise, and experience and how we can best assist the District. Mr. John Silber, RA, will be the point-of-contact for the project. He can be reached at 949.387-8500 ext. 154 or john.silber@idsgi.com. Mr. Said Hilmy, Principal of IDS Group, hereby acknowledges that he will be the contract administrator for the District and will negotiate and contractually bind the firm regarding matters pertaining to this Proposal. If you require further information, please contact him directly at 949.387.8500 ext. 116 or said.hilmy@idsgi.com. In addition, we are in receipt and acknowledge the City's Addendum No. 1 dated October 12, 2022.

Thank you.

Sincerely,  
IDS Group



John Silber, RA  
Principal Architect



Said Hilmy, Ph.D., SE, LEED AP  
Principal and Contract Administrator

Addendum No. 1  
RFP - IT OFFICES AND TRAINING ROOM AT COSTA MESA CITY HALL



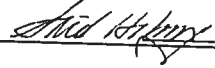
## CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

**DATE:** October 12, 2022  
**TO:** ALL PROSPECTIVE BIDDERS  
**SUBJECT:** ADDENDUM NO. 1 – IT OFFICES AND TRAINING ROOM AT COSTA MESA CITY HALL, REQUEST FOR PROPOSAL

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

Received by: Said Hilmy, Principal 

Company: IDS Group, Inc.

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

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

<u>MANDATORY JOB WALK</u>	10:30 A.M., Wednesday, Sep 28, 2022	COMPLETED
<u>MANDATORY JOB WALK LOCATION</u>	77 Fair Drive Costa Mesa, CA 92626	COMPLETED
<u>DEADLINE TO SUBMIT QUESTIONS</u>	5:00 P.M., Friday, Oct 07, 2022	COMPLETED
<u>PROPOSAL DUE DATE</u>	5:00 P.M., Tuesday, Oct 18, 2022	NO CHANGE
<u>ADDENDUM 1 UPDATES:</u>		

**1. Q&A responses to bidder's questions posted on Planetbids.com:**

**SET 1 Question 1:** On the cover page of the RFP it states the mandatory job walk is on TUESDAY, 9/28/2022. The 28th is a WEDNESDAY. Is the job walk on Tuesday, 9/27 or Wednesday 9/28? Thank you!

**Answer (Released via Email and PlanetBids on 09/23/2022 4:46 PM (PDT)):** Thank you for your inquiry. To clarify, the mandatory job walk will be on Wednesday, 9/28/2022. The scheduled date and time of this meeting are also noted on PlanetBids Bid Information Section.



# B. Project Team and Resumes

IDS Group will provide services specific to the project scope requirements. Our experience has been to furnish the most expeditious and efficient team to reduce response times and include support for key stakeholders to achieve a collaborative successful project.



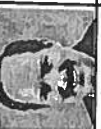














**Said Hilmy, PhD, PE, SE, LEED AP\***  
Principal /  
Contract Administrator



**John Silber, RA, AIA \***  
Principal Architect

**\*Key Staff**

IDS IN-HOUSE A/E TEAM					
					
Shelley Sivak, RA, LEED AP* Project Architect	Margo Zatyko Interior Designer	Darren Smith, PE, BEAP* Lead MEP Manager	Manny Ocampo, PE* Electrical Engineer	Jane Kiguta, RA Quality Control	Jaclyn Jabanto Architectural Designer
					
Annielyn Bactol, Assoc. AIA, LEED AP* Project Manager	Anthony Zanotti, PE* Mechanical Engineer	Bob Kramer* Electrical Project Manager	Matthew Michnewich, SE* Structural Engineer	Ellen Wu, PhD, PE Structural Designer	Faisal Dakhil, BSCE, MSCE* Cost Engineer / Estimator

	<b>Information Technology</b> Veneklasen Associates
	<b>Fire Alarm Systems</b> HCl Systems, Inc.

# B. Project Team Resumes



Education  
Master of Architecture,  
Southern California  
Institute of Architecture  
Professional Credential  
Architect, CA  
#C15573

John Silber, RA

Principal Architect

Mr. Silber is an award-winning architect covering a broad range of urban projects, including a number in areas of special interest, such as the link public education creates between culture and economic vitality. He has mastered the interface between community design expectations, urban in-fill architecture and modern code standards for fire / life safety, energy, and accessibility. John has been an active member of the architecture and urban design of Southern California.

Relevant Project Experience

City of Santa Ana - City Hall Office Space Planning and Architectural Improvements | Santa Ana, CA

Alhambra Office Building #2 and #3 Space Planning and Architectural Improvements | Alhambra, CA

City of Azusa Light & Water Department Space Planning and Architectural Improvements | Azusa, CA

City of Irvine Workspace Planning and Architectural Improvements | Irvine, CA

City of La Palma Office Space Planning and Architectural Improvements | La Palma, CA

CalOptima Space Planning and Architectural Improvements | Orange, CA



Education  
Master of Architecture,  
California State Polytechnic  
University, Pomona  
Professional Credentials  
Architect, CA  
#C33767  
LEED Accredited Professional

Shelley Sivak, RA, LEED AP

Project Architect

Ms. Sivak has been involved in the fields of architecture and interior design for more than 25 years, shaping space, and bringing life to both urban and suburban settings, which create a strong sense of place. Shelley specializes in reviewing the state of the existing building and evaluates' its size and layout for the intended use, identifying the need for repair, renovation, and expansion. Projects have included programming, schematics, design development, color and finish selections, client presentations, construction documentation, researching and writing specifications, budgeting, project, and construction administration.

Relevant Project Experience

Municipal Water District of Orange County Office Space Planning and Architectural Improvements | Fountain Valley, CA

MemorialCare Technology and Training Center Space Planning and Architectural Improvements | Orange, CA

County of Orange Dept. Public Works El Toro Library Space Planning and Architectural Improvements | Lake Forest, CA

County of Orange Dept. Public Works Brea Library Space Planning and Architectural Improvements | Lake Forest, CA

# B. Project Team Resumes



## Education

Masters in Urban Planning,  
University of the Philippines

Bachelor of Science, Architecture,  
University of Santo Tomas,  
Philippines

Professional Credential  
LEED Accredited Professional

Annielyn Bactol, Assoc. AIA, LEED AP

## Architectural Project Manager

Annielyn is a collaborate team player who brings over 20 years experience in programming, code analysis while leading project teams from schematic design through construction documentation, construction administration, and project closeout. Her work approach is to define the project issues to allow for the development of quality office workspace environments with consideration to long-term client needs. She ensures design solutions are relative and synthesized that support the needs of end users.

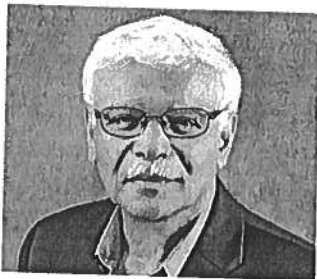
## Relevant Project Experience

Metropolitan Water District of Orange County, Administration Office Building  
Tenant Improvement | Fountain Valley, CA

Applied Medical Research Facility L203 Building Expansion | Lake Forest, CA

Applied Medical Research Facility R114 Tenant Improvement | Rancho Santa  
Margarita, CA

Applied Medical Research Facility R105 Cogen Construction Administration |  
Rancho Santa Margarita, CA



## Education

Doctorate, Structural Engineering,  
Cornell University

Master of Science, Structural  
Engineering, Cornell University

Bachelor of Science, Civil  
Engineering, Cairo University

Professional Credentials  
Structural Engineer, CA

#S3680

Civil Engineer, CA

#C43988

LEED Accredited Professional

Said Hilmy, PhD, SE, LEED AP

## Structural Engineer

Dr. Hilmy has 30 years of experience in structural engineering design and analysis and project management with strong expertise in the design and upgrade of steel, concrete, and wood structures. Recognized for his knowledge of code developments and seismic retrofit, Dr. Hilmy has worked on more than \$3 billion engineering projects and more than 200 seismic assessments and retrofit projects in California and other states since the 1985 Mexico City earthquake.

## Relevant Project Experience

Metropolitan Water District of Orange County, Administration Office Building  
Tenant Improvement | Fountain Valley, CA

City of Santa Ana - City Hall Office Space Planning and Architectural Improvements  
| Santa Ana, CA

City of Azusa Light & Water Department Space Planning and Architectural  
Improvements | Azusa, CA

City of Irvine Workspace Planning and Architectural Improvements | Irvine, CA

CalOptima Space Planning and Architectural Improvements | Orange, CA

# B. Project Team Resumes



**Darren Smith, PE, BEAP**

**Lead MEP Manager**

Darren Smith is a registered mechanical engineer with more than 23 years of experience in both design bid build and design build projects. Darren is an experienced design engineer and project manager with extensive experience in designing and managing numerous construction projects requiring strong cross communication at various levels of project ownership.

**Relevant Project Experience**

City of Carlsbad Public Safety Center and Emergency Operations Center | Santa Ana, CA

County of Orange Yale Navigation Center | Santa Ana, CA

Amgen Office Workspace of the Future | Thousand Oaks, CA

City of Santa Ana - City Hall Office Space Planning and Architectural Improvements | Santa Ana, CA

City of Anaheim West Tower HVAC Rehabilitation and Replacement | Anaheim, CA

**Education**

Bachelor of Science,  
Mechanical Engineering  
Technology,  
California State University,  
Long Beach

Professional Credential  
Mechanical Engineer, CA  
# M30841

LEED Accredited Professional:  
Building Design and  
Construction

ASHRAE: BEAP (Building  
Energy Auditing Professional)



**Matthew Michnewich, SE**

**Structural Engineer**

Mr. Michnewich is a licensed Structural Engineer in California with over 9 years of experience in building design and analysis. His areas of expertise include seismic evaluation and retrofit of existing buildings using performance-based design methods, along with new construction of concrete and steel buildings. Matt's passion for seismic engineering and extensive knowledge of both structural behavior and building codes have quickly made him a leader on important and complex projects in the education, commercial, and civic sectors. Matt continually works to advance the state of practice as an active member of the ASCE 41 technical committee and as a board member for SEAOSC.

**Relevant Project Experience**

City of Carlsbad Public Safety Center and Emergency Operations Center | Carlsbad, CA

City of Carlsbad Emergency Operations Center Conference Wing | Carlsbad, CA

City of Carlsbad Fleet Operations Building - Anchorage Design for New Vehicle Lifts | Carlsbad, CA

State of California, Department of General Services, Junipero Serra Slab and Beam Repair | Los Angeles, CA

**Education**

Master of Engineering,  
Civil Engineering  
Rensselaer Polytechnic Institute  
Bachelor of Science,  
Civil Engineering  
Rensselaer Polytechnic Institute

Professional Credentials  
Structural Engineer  
CA, #S-6747

Civil Engineer  
CA, #C-84504

# B. Project Team Resumes



Education  
Bachelor of Science,  
Mechanical Engineering,  
University of Southern California  
Professional Credential  
Mechanical Engineer, CA  
#M36110

Anthony Zanotti, PE

Mechanical Engineer

Mr. Zanotti is a performance driven HVAC engineer who takes the initiative, to operate with integrity, and thrive in a fast-paced work environment Design expertise in static pressure loss, head loss, load calculations, LEED plumbing and HVAC design, pump and other HVAC unit selection, and plumbing equipment selection. Currently, Anthony oversees all phases of construction administration including submittal review, RFI's, and site visits/reports. He is proficient in Revit and AutoCad.

Relevant Project Experience

City of Carlsbad Public Safety Center & Emergency Operations Center HVAC System | Carlsbad, CA

Cedars Sinai - Mechanical System Upgrade for The Wilshire Clinic Remodel and Expansion | Los Angeles, CA

Orange County Sanitation District, EPSA Motor Cooling Improvements, Plant No. 2 | Fountain Valley, CA

Anaheim General Hospital Air Handler Unit Upgrade | Anaheim, CA



Education  
Master of Science,  
Civil Engineering,  
University of Southern California  
Bachelor of Science,  
Civil Engineering,  
University of Southern California

Faisal Dakhil, MSCE, BSCE

Cost Estimator

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

Relevant Project Experience

City of Santa Ana - City Hall Office Space Planning and Architectural Improvements | Santa Ana, CA

City of Irvine Workspace Planning and Architectural Improvements | Irvine, CA

West Basin Municipal Water District Donald L. Dear Building Office Space Evaluation and Planning | Carson, CA

City of Rancho Santa Margarita City Hall Office Space Planning and Architectural Improvements | Rancho Santa Margarita, CA

Teledyne Reynolds Office Conversion Space Planning and Architectural Improvements | Rancho Santa Margarita, CA

# B. Project Team Resumes



Education  
 Bachelor of Science,  
 Electrical Engineering,  
 Holy Angel University,  
 Philippines  
 Professional Credential  
 Electrical Engineer, CA  
 #E16367

**Manolito Ocampo, PE**

**Electrical Engineer**

Mr. Ocampo is a licensed electrical engineer who is well versed in the preparation and coordination of plans and deliverables for projects in power plant, transmission, and distribution. His capabilities include performing initial in-house plan check/QAQC of outgoing construction plans before final submission. Mr. Ocampo is well experienced in coordinating utility service locations electrical room layouts, switchboards/panelboards, telephone/CATV, MDF/IDF, FACP, low voltage system, standby and emergency generators.

**Relevant Project Experience**

City of Anaheim West Tower HVAC Rehabilitation and Replacement | Anaheim, CA

County of Orange, OC Waste & Recycling - Prima Deshecha Landfill Re-power Project | San Juan Capistrano, CA

City of Irvine I-Trac Tenant Improvements | Irvine, CA

City of Anaheim West Tower, HVAC Rehabilitation and Replacement | Anaheim, CA

City of Industry Exposition Center Electrical Master Plan and Arc Flash Coordination Study | Industry, CA



Education  
 NABCEP Certification for  
 Photovoltaic System Design &  
 Installation, Allied Schools  
 Certificate of Completion,  
 Electrical Systems Design I & II,  
 Albuquerque Technical-Vocational  
 Institute  
 Associate of Arts, Construction  
 Architectural Engineering  
 Technology, Central New Mexico  
 College

**Bob Kramer**

**Electrical Project Manager**

Bob Kramer has 39 years of experience of diverse electrical systems including solar photovoltaic, solar thermal, architectural lighting, and electrical, instrumentation, and power distribution engineering design with automation layout in AutoCAD. His expertise is reflected in solar photovoltaic, lighting and power distribution, electrical feasibility studies, building automation systems, fire alarm systems, and medium voltage (2.4kV-5kV-12kV) utility infrastructure distribution upgrade projects.

**Relevant Project Experience**

City of Costa Mesa Police Department and Fire Station No. 4 Emergency Backup Generators | Costa Mesa, CA

Orange County Public Works Emergency Generator Replacement Projects | Various Locations in Orange County, CA

City of Irvine Civic Center Emergency Generator Replacement Project | Irvine, CA

Los Angeles Community College District, Los Angeles Trade Tech College, 4160V Campus Wide Electrical Distribution Upgrade | Los Angeles, CA

## Subconsultant Teaming Partner

IDS Group will utilize Veneklasen for acoustics and audio-visual services for the project.

**W** **Veneklasen Associates** (*Audio-Visual, Acoustics*)  
Veneklasen Associates strives to be an effective member of the design team by first understanding the project's acoustical and audio-visual requirements and then utilizing a proactive, collaborative design approach through innovative, cost-effective service anchored by a foundation of academic preparation, development of firm resources and integrity. Our design goal is to optimize the sound quality of each area in terms of acoustical ambiance and isolation of extraneous sounds while recognizing physical, aesthetic and budget constraints.

Veneklasen Associates resources include a staff of over 45, more than 30 sets of noise and vibration measurement equipment and the latest analytical software. We are the only acoustical consultants with an acoustical laboratory that includes three (3) large reverberation chambers and an anechoic chamber. We identify a problem, then provide the most appropriate and cost-effective solution. Each project is unique and carried out with the highest degree of pride and professionalism with a dedication to satisfy the client's needs. We offer professional services ranging from the planning and conceptual design stage through the construction supervision and "as-built" stage, placing us among the forerunners in the full-circle service concept.

# C Similar Projects

## City of Santa Ana - City Hall Office Space Planning & A/E Improvements | Santa Ana, CA

Client: City of Santa Ana

Project Dates: 2020 - 2022 (Design); Construction in progress

Construction Cost: \$2.25 M

Reference: Ms. Gabriela Lomeli, Project Manager

Email: glomeli@santa-ana.org

Phone: (714) 565-2692



IDS provided Space Planning, Architecture and Engineering services for the City of Santa Ana City Hall.

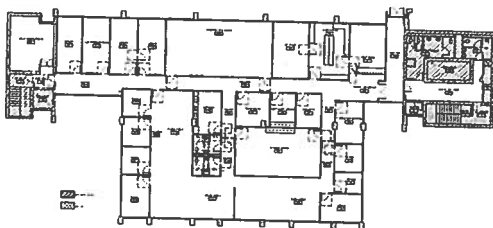
**Second Floor Tenant Improvements:** The 10,700 sf office area for the Engineering/Developer Department will be reconfigured to include a training room featuring a dividing wall for flexible meeting spaces, two conference rooms, a lecture/training room, perimeter offices, interior cubicle space, kitchen/breakroom, ancillary spaces, restrooms, and storage areas. The 2nd floor is also occupied by the Parks, Recreation and Community Services Agency (PRCSA). The 8,500 sf department will be reconfigured to include space for 30 staff, featuring six (6) window facing offices, central open cubicle spaces, a dedicated large conference room, kitchen, storage room, and ancillary areas. The IDS design team will also aid the City with furniture planning. *Contract Value: \$48,443*

**Third Floor Tenant Improvements:** Office design modifications will include the conference room entryway, large open workspace, and kitchen. Adjacent restrooms will also require redesign to meet ADA requirements. *Project size: 2,300 sf Contract Value: \$28,953*

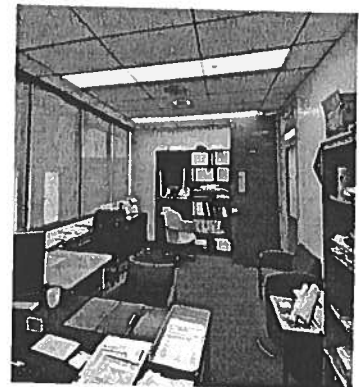
**Fifth Floor Tenant Improvement:** Located on the fifth floor is the City's Human Resources Department. This area will include a dedicated space for staff workspaces located along the windows. A central open corridor space and a reception area closest to the elevator will also be renovated. The elevator lobby will be enclosed, finishes & doors upgraded per code and the addition of a second door in the rear nearby the second egress. *Project size: 1,500 sf Contract Value: \$23,186*

### Project Relevance

- ✓ Space Planning
- ✓ ADA Compliance
- ✓ Utility Coordination
- ✓ Site Analysis
- ✓ Interiors
- ✓ Mechanical/Electrical Systems
- ✓ Coordination with City Departments
- ✓ Upgrades / Renovations
- ✓ Phasing / Move Management
- ✓ Cost Estimating
- ✓ Structural Engineering



SANTA ANA CITY HALL 2nd FLOOR TENANT IMPROVEMENTS. FLOOR PLAN



## City of Costa Mesa

IT Offices and Training Room at Costa Mesa City Hall - A/E Services



# C Similar Projects

## City of Irvine - Workspace Planning & A/E Improvements | Irvine, CA

Client: City of Irvine

Project Dates: 2021 - October 2023

Construction Cost: \$2.25 M

Reference: Mr. Christopher Brown, Sr. Project Manager

Email: [ch.brown@cityofirvine.org](mailto:ch.brown@cityofirvine.org)

Phone: (949) 724-6618



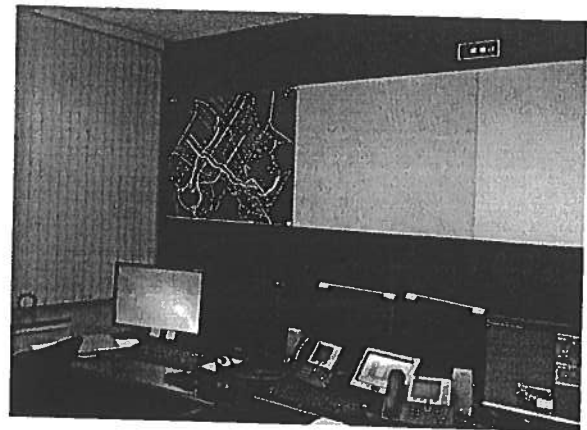
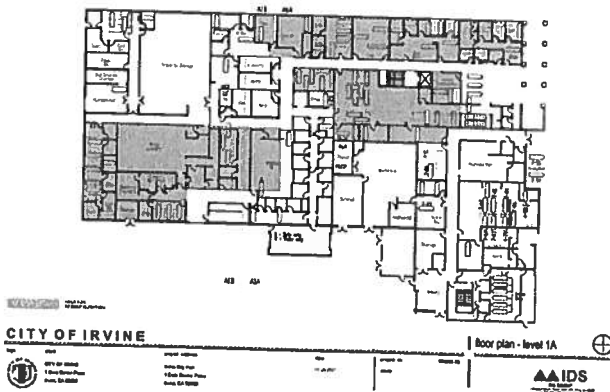
IDS provided architectural and engineering design services, cost estimates, and conceptual plans for Irvine Civic Center to achieve the best practice & utilization of municipal space of Irvine City Hall. Multiple scenarios were presented to reconfigure the existing Civic Center and Operations Support Facility work areas for the relocation of staff functions (approx. 150-200 employees).

The space includes 141,461 sq. ft. of dedicated business and operations space with 49,772 sq. ft. dedicated to interior common areas. The project primarily focused on the expansion of the existing Public Safety department due to recent population growth within the city in the last few years.

To accommodate the expansion, several departments were to be relocated to a different location. The scope included the expansion of the locker/shower rooms of the police department, the relocation of interrelated offices within the existing Civic Center, and the design of offices of various departments at an altogether different building. In order to arrive at an optimal solution, the IDS performed user group interviews, site visits and observations, and provided several plan studies that highlighted uses within the existing spaces that can be better utilized with proper space planning.

### Project Relevance

- ✓ Space Planning
- ✓ ADA Compliance
- ✓ Utility Coordination
- ✓ Interiors
- ✓ Mechanical/Electrical Systems
- ✓ Coordination with City Departments
- ✓ Upgrades / Renovations
- ✓ Phasing / Move Management
- ✓ Cost Estimating
- ✓ Structural Engineering



## City of Costa Mesa

IT Offices and Training Room at Costa Mesa City Hall - A/E Services

# C Similar Projects



The MWDOC Administration Building has an existing 3,000 sf office area that underwent A/E tenant improvements to ensure operational resiliency, provide better workflow and synergy, and meet the agency's needs of current and future staff.

## Metropolitan Water District of Orange County, Office Building Tenant Improvement Project Fountain Valley, CA

**Client:** Metropolitan Water District of Orange County

**Contract Value:** \$47,064

**Contact:** Mr. Prem Parmar, Laboratory Director  
Phone: (714) 378-3339

**Project Dates:**

February 2018 (Design)

August 2020 (Construction Completed)

The Municipal Water District of Orange County (MWDOC) requested architectural and engineering services from IDS to design and renovate a portion of its one-story administration building. Built in 1972, the unique torus shaped facility was in need of a refresh for improved operational efficiencies, storage needs, and current and future employee growth. As part of the scope of work, IDS provided storage needs for the agency's operation as a backup Emergency Operations Center (EOC) site within the space. The EOC's principal function is to provide an office space to host emergency water resources personnel during critical events with its intended use as a communications and resource coordination hub.

IDS prepared plans that work within the constraints of the existing building and its layout to improve the building function and to provide the spaces that meet the needs of the District. Additionally, IDS studied the existing spaces and developed a plan to overcome the challenges of providing emergency operations within the current building layout. In August 2022 IDS was commissioned by the Orange County Water District (OCWD) to modify several areas of the Building Laboratory.

The re-imagined office environment enhanced staff productivity and met MWDOC's resiliency needs for communications, response, and resources.

### Project Relevance

- ✓ Space Planning
- ✓ ADA Compliance
- ✓ Utility Coordination
- ✓ Site Analysis

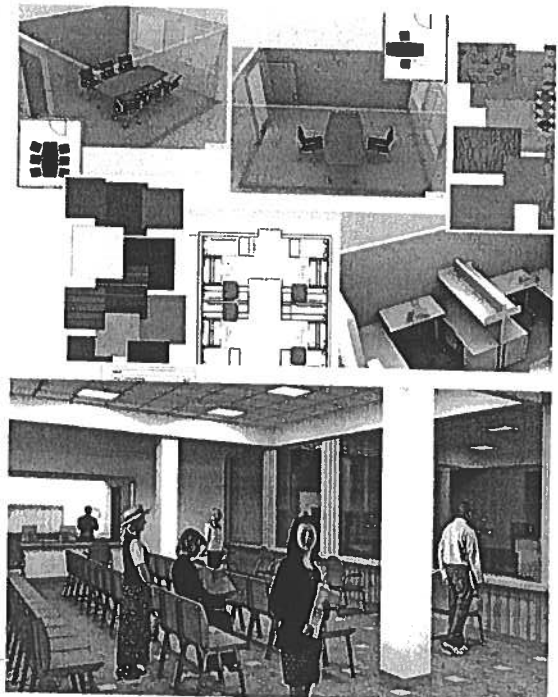
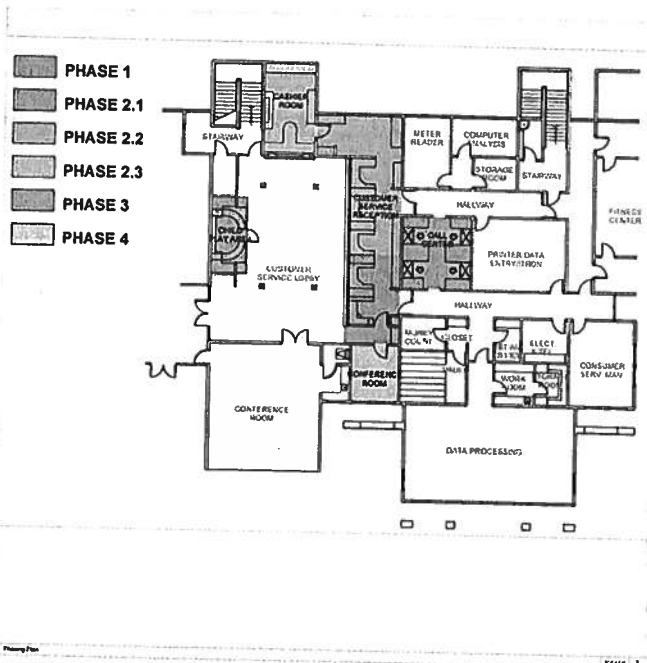
- ✓ Interiors / Material
- ✓ Mechanical/Electrical Systems
- ✓ IT Coordination

- ✓ Upgrades / Renovations
- ✓ Phasing / Move Management
- ✓ Cost Estimating
- ✓ Structural Engineering

## City of Costa Mesa

IT Offices and Training Room at Costa Mesa City Hall - A/E Services

# C Similar Projects



## City Azusa Light & Water Department Space Planning, Remodel and Renovations *Azusa, CA*

**Client:** City of Azusa Light & Water Department **Contract Value:** \$77,000  
**Contact:** Ms. Judy Tran, Utilities Administrative & Financial Services Manager **Project Dates:** 2020  
 Email: [jtran@azusaCA.gov](mailto:jtran@azusaCA.gov)  
 Phone: (626) 812-5174

The City of Azusa Light & Water (L&W) retained IDS to provide A/E services for the renovations and remodel of their customer service area. Scope-of-work included reconfiguration of the storage room into an office with four workstations; demolition the solid partition wall dividing five (5) Customer Service Representative Workstations; conversion of open space into children's seating/ entertainment zone; relocation of security video cameras, television screens, phone lines and network conduit; installation of network switch customer signage, and relocation of number system or installation of a green light or electronic arrow system to alert waiting customers of open workstations, and installation of a bullet resistant transparent partition barrier with acrylic slot louvers to serve customers from a secure side of the partition.

- |                          |                        |                                 |                             |
|--------------------------|------------------------|---------------------------------|-----------------------------|
| <b>Project Relevance</b> | ✓ Space Planning       | ✓ Interiors / Material          | ✓ Upgrades / Renovations    |
|                          | ✓ ADA Compliance       | ✓ Mechanical/Electrical Systems | ✓ Phasing / Move Management |
|                          | ✓ Utility Coordination | ✓ IT Coordination               | ✓ Cost Estimating           |
|                          | ✓ Site Analysis        |                                 | ✓ Structural Engineering    |

# C Similar Projects

## City of Anaheim Space Planning | Anaheim, CA

*Client:* City of Anaheim

*Project Dates:* April 2022 - on-going

*Reference:*

Ms. Ayumi Takayasu, Public Works Operations Manager

Email: atakayasu@anaheim.net



The IDS Architecture team is working with the City of Anaheim for on-call A/E task order services to upgrade and refresh existing offices and workspaces for various city facilities.

Melrose Office Building - Space planning design services for three work areas, auto shop supervisor's office, and breakroom within the maintenance bay area. Contract Value: \$8,700

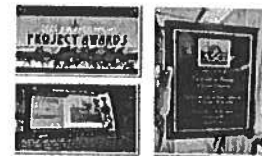
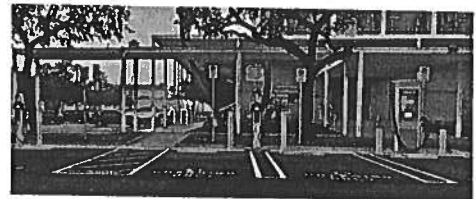
West Tower 2nd Floor - Space Planning design services to create three offices and a work area to accommodate four cubicles. Contract Value: \$5,700

## City of Costa Mesa - Project Experience

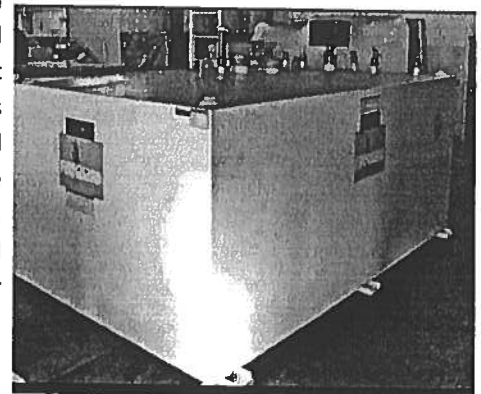
### City of Costa Mesa City Hall Electric Vehicle Charging Stations | Costa Mesa, CA

IDS completed engineering design services, permit processing from utility companies and the City's Building Division, and construction administration services during the construction phase for the City Hall Electric Vehicle Charging Stations. Scope of work involved field review and investigations, evaluation of existing conditions, existing plans and records research, ADA compliance, meetings with City staff and coordination with Southern California Edison.

*This project was awarded the 2021 ASCE Orange County Outstanding Energy Project of the Year.*



City of Costa Mesa Police Department and Fire Station No. 4 Emergency Backup Generators | Costa Mesa, CA  
IDS provided MEP engineering/design and construction documents for the replacement of the existing 250kW, 277/480V, 3Ph., 4W standby diesel generators located in the Police Department Yard and Fire Station Yards with new generators sized to accommodate existing and future electrical loads. The generators back up the entire Police Department and Fire Station buildings electrical services. The existing transfer switches were replaced, and a new 6000-gallon fireguard protected above ground diesel fuel tank with a structural containment pad was provided to accommodate the Police Department building allowing for three days of continuous operation. Our plumbing engineers provided all tank specification and supply/return dual wall fuel piping to accommodate the new generator. The Fire Station generator was accommodated with an integral base type diesel fuel tank specified and equipped by the generator manufacturer.



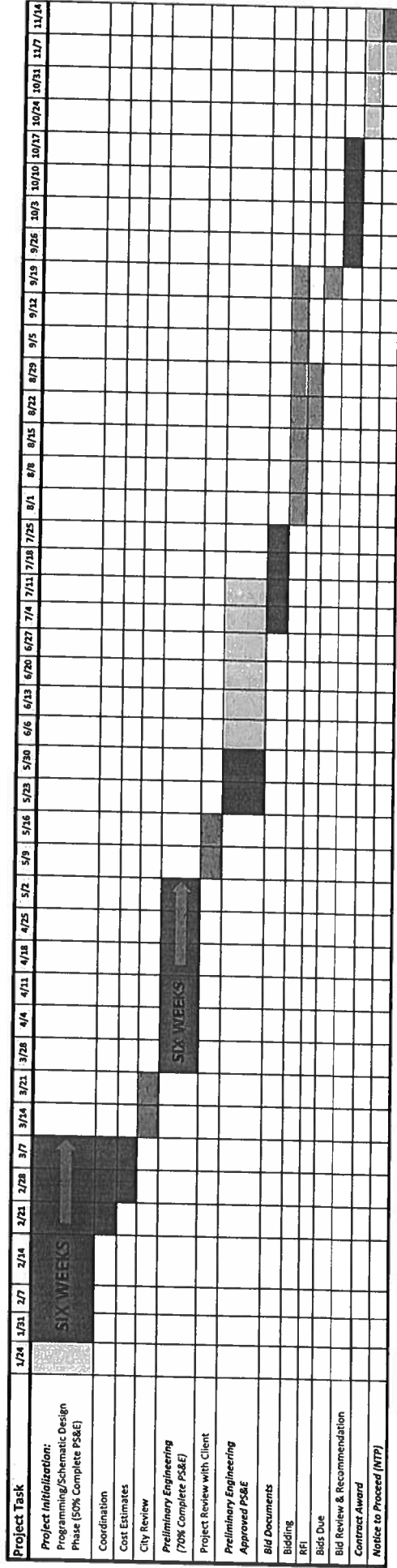
## City of Costa Mesa

IT Offices and Training Room at Costa Mesa City Hall - A/E Services

# D Proposed Schedule

The project schedule reflects a project start date of January 24, 2023 and tasks to complete.

Project Task Legend	
Project Kick-off	
Design Team	
Client	
City Plan Check	
Bidders/Contractor	

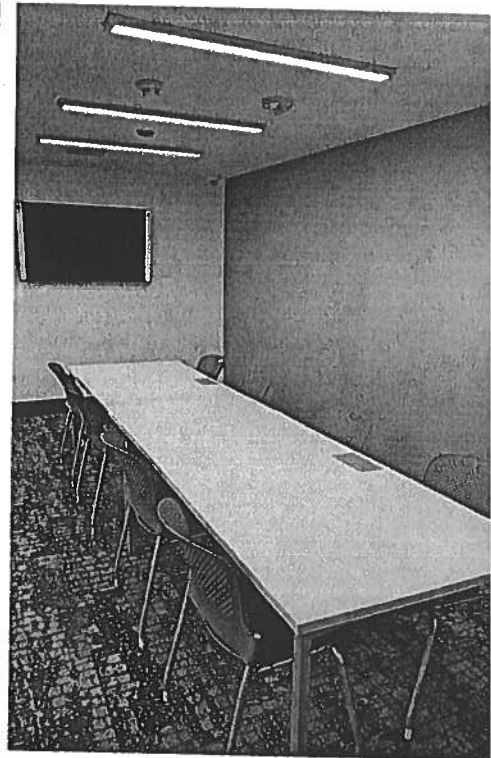
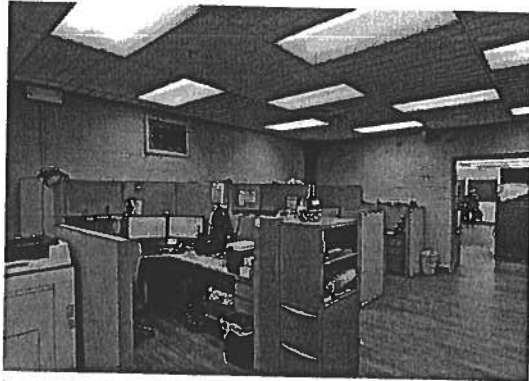


# E Fee Proposal

Please see IDS' Fee Proposal submitted as a separate file electronically via PlanetBids.







# IDS GROUP

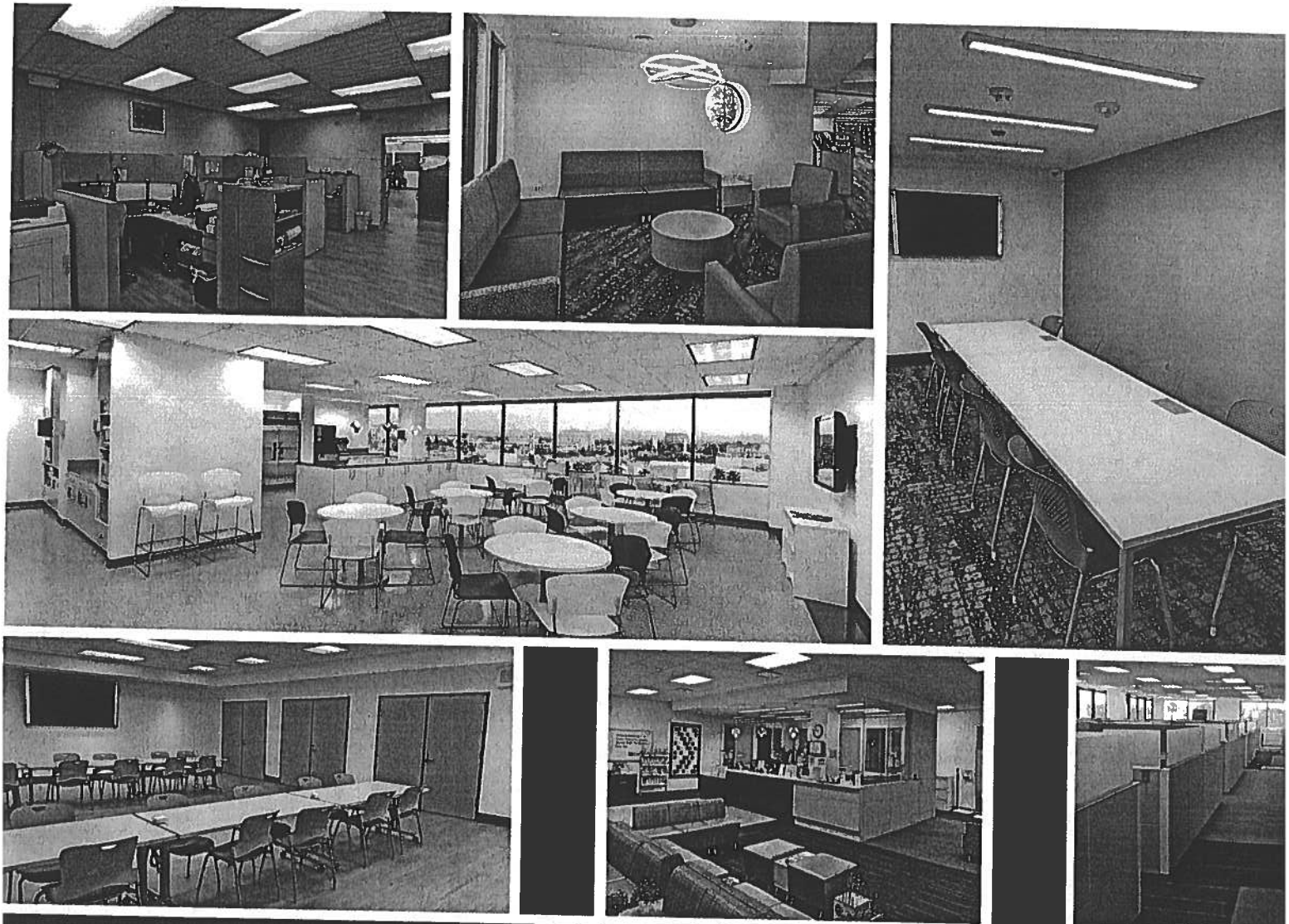
1 Peters Canyon Road, Suite 130, Irvine, CA 92606  
T: 949.387.8500 ▲ F: 949.387.0800 ▲ [www.idsgi.com](http://www.idsgi.com)

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





# Cost Proposal



# City of Costa Mesa

*Architectural and Engineering Design Services*

## IT Offices and Training Room at Costa Mesa City Hall

October 18, 2022

Submitted by:

 **IDS GROUP**

1 Peters Canyon Road, Suite 130, Irvine, CA 92606  
T: 949.387.8500 ▲ F: 949.387.0800 ▲ [www.idsgi.com](http://www.idsgi.com)

# Cost Proposal



October 18, 2022

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

**ATTENTION:** Kian Nejad

**SUBJECT:** Cost Proposal | Professional Architectural and Engineering Design Services for IT Offices and Training Room at Costa Mesa City Hall

Dear Mr. Nejad and Members of the Selection Committee:

IDS Group, Inc. (IDS) understands that the City of Costa Mesa (City) is soliciting proposals from firms to provide architectural and engineering design services for the IT Offices and Training Room at Costa Mesa City Hall (Project). IDS is a well-integrated architecture-engineering (A/E) firm capable to demonstrate solutions that fit the unique challenges of the project that were presented at the pre-proposal meeting on September 28, 2022. IDS Interior Designer, Margo Zatyko attended the meeting.

### *Project Approach*

IDS will perform site analysis, field review and observation to evaluate existing conditions of the premise and research existing records of plans. The team will identify possible concerns and issues that may arise during plan check review and construction.

IDS will coordinate and meet with City staff to prepare as-built base plans and new design plans that will provide a detailed project scope and objectives. General design services will be completed for three (3) workstations; one (1) Managers Office; and a training room.

The city will be notified of existing visible conditions of the space intended for the project. IDS will document the requirements of the applicable California Building Code (CBC) with regards to accessibility by Americans Disabilities Act (ADA) and other facets necessary for a functional work environment. Items will include the following:

- Existing condition of the space is unfinished concrete walls with exposed electrical conduit, wires, water pipes, electrical panels, and concrete floor.
- Open ceiling.
- Lighting fixtures are hung from existing pipes.
- IDS will document visible elements of the automatic fire sprinkler system and provide performance specifications for contractor design-build installation.
- Fire sprinkler construction permitting to be deferred submittal.

Mr. Kian Nejad  
October 18, 2022

Page 2

IDS will develop and provide a set of Construction Documents (CD) which will include details for turnkey construction. It will include procurement and installation of all Furniture, Fixtures, & Equipment (FF&E) including office furniture, training room furniture, CAT6 data cabling organization, desktop computers, presentation equipment, switchgear, IT cabinet & racks, IT Universal Power Supply (UPS), and printing/ scanning equipment for both the IT offices and the training room. IDS will locate device points of connection for low voltage/AV/IT based on City redline mark-ups and provide conduit drops to those device locations.

The IDS A/E team will serve as the lead consultant in managing the design of the new workspaces and training room. The Project Manager with guidance from the Principal Architect will identify all project costs including but not limited to construction administration, construction, and maintenance cost upon completion of the project.

The IDS Project Manager will assist in managing the various scope of design works including the coordination of all activities required among project disciplines, agencies, sub-consultants, utility companies, and adjacent departments and City offices. In addition, the Project Manager with support from the A/E team will notify utility companies and identify all existing including mechanical, electrical, plumbing, data, security, and fire life safety systems. IDS will coordinate all work with the existing fire alarm and security access control companies to determine point-of-connection (POC) locations for design/build purposes during construction; determine elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur because of the construction of this project and resolve any conflicts with existing utilities and building facilities. IDS Project Manager will obtain approval in writing from utility companies for any necessary utility work and clearance and shall coordinate inspection of any building facilities inspections with the City's Building Maintenance Department.

Upon full coordination and collected information, IDS will prepare a complete set of Construction Documents that will reflect applicable codes and City standards. These documents will be submitted to the city for review and city plan check department prior to providing to the awarded contractor/s for permitting.

*Assumptions and Exclusions for Architecture:*

- An existing accessible restroom is located on first floor.
- Accessible elevator exists from the first floor to the basement.
- Existing fire alarm system/exits location plans provision.
- Existing common corridors/connecting hallways are compliant with ADA.
- Exclusion: Provision of gas lines in current tenant improvement space will not be included.
- Exclusion: An existing concrete floor and possible raised floor to be installed to accommodate electrical/data lines like media room across the hall.
- Exclusion: Accessible ramp and additional space required at entry.

### ***Structural Engineering***

- Review of existing building drawings and two (2) site visits during the design phase.
- Structural engineering for anchorage and seismic bracing of architectural components and MEP equipment in accordance with the CBC and City building code.
- Structural analysis for the loads imposed onto the existing structure.
- Develop details and sheet specifications for anchorage and bracing systems, components, and attachments to the existing structure.
- Respond to plan check comments for building department approval of construction documents.
- Construction administration support, including responding to RFIs, reviewing submittals, and conducting structural observations at required points during the construction phase.

#### ***Assumptions and Exclusions for Structural Engineering:***

- It is assumed the City will provide IDS with structural drawings for the existing building.
- It is assumed seismic bracing of MEP distribution systems will be a deferred design item and is excluded from our scope.
- Assumes up to three (3) site visits during construction for structural observations.
- Excludes a full seismic evaluation of the entire building.
- Excludes development of as-built drawings for the building outside of the area of work.

### ***Mechanical - Plumbing Engineering***

- Perform site analysis, field review and observation for pathways of outside air, exhaust and conditioning piping.
- Identify possible concerns and issues that may arise during plan check review and construction.
- HVAC equipment selection and layout
- Ductwork, diffusers, return air grilles and controls.
- Prescriptive Title 24 compliance.
- Mechanical and plumbing specifications to be included on drawings

#### ***Assumptions and Exclusions for Mechanical Engineering:***

- CAD background provided by others.
- Source for ventilation and exhaust air does not require significant redesign to accommodate the revised use and layout.
- Div 0 and 1 specs by others.
- Room temperature controls would either tie into an existing system, or use local programmable thermostats. IDS has not included labor hours for BAS upgrades.

Mr. Kian Nejad  
October 18, 2022

Page 4

### **Electrical Engineering**

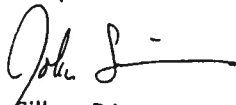
- Provide and coordinate instructional training room lighting fixtures, dimming controls, and Title 24 compliance and dimming controls. Our design team will review all disturbed areas of existing lighting, design for Title 24 compliance and adjust lighting controls accordingly. Egress path lighting will be reviewed, evaluated and adjusted to meet California Building Code exit requirements.
- The engineering team recognizes there will be a need for additional power for the training classroom, equipment, desktop computers, and associated data server addition. A new transformer is proposed to be sized and located to accommodate added loads. All areas with existing power disturbed by the proposed training room addition will be investigated and recircuited to maintain existing continuity.
- Coordinate and provide power for added HVAC requirements.
- Provide electrical project specifications in CSI Master Format.
- Attend four (4) meetings with the owner / stakeholder to address all electrical and data infrastructure requirements.
- Provide a performance design to add additional fire alarm devices to accommodate an additional training room. Electrical plans are proposed to support a deferred submittal for update fire alarm system requirements.
- Provide a performance design to add additional security and intrusion detection devices to accommodate an additional training room. Electrical plans are proposed to support a deferred submittal for update security system requirements.
- Communication data cabling will be specified and provided on the design in accordance with the City of Costa Mesa's information technology department requirements.
- The project design excludes any building electrical normal or standby power system upgrades.

### **Assumptions for Electrical Engineering:**

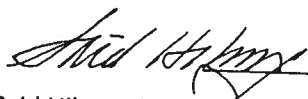
- IDS electrical engineers will provide engineering and design for a stand-alone un-interruptible power supply (UPS) for the training room equipment and data server.

We look forward to speaking with you further regarding our services, expertise, and experience and how we can best assist the District. Mr. John Silber, RA, will be the point-of-contact for the project. He can be reached at 949.387-8500 ext. 154 or john.silber@idsgi.com. Mr. Said Hilmy, Principal of IDS Group, hereby acknowledges that he will be the contract administrator for the City and will negotiate and contractually bind the firm regarding matters pertaining to this Proposal. If you require further information, please contact him directly at 949.387.8500 ext. 116 or said.hilmy@idsgi.com. Thank you.

Sincerely,  
IDS Group



John Silber, RA  
Principal Architect



Said Hilmy, Ph.D., SE, LEED AP  
Principal and Contract Administrator

Project Proposal Name:		Costa Mesa City Hall IT Offices and Training Room									
Firm Name:		IDS Group Inc.									
Firm Address:		1 Peters Canyon Road Irvine, CA 92606									
Design Disciplines	Project Tasks	IDS					Subconsultants				
		Architectural/ ID Services	Structural Eng Services	Electrical Eng Services	Mechanical Eng Services	Plumbing Eng Services	Cost Estimating	CASP Consultant	Furniture Procurement	Specification Report Writer	Total
	General Services	\$1,120.00	\$292.00	\$1,094.00	\$710.00	\$0.00	\$	\$	\$	\$	\$3,216.00
	Schematic Design	\$5,284.00	\$1,009.00	\$2,096.00	\$2,085.00	\$0.00	\$	\$	\$	\$	\$10,474.00
	Design Development	\$4,047.00	\$1,749.00	\$1,835.00	\$2,363.00	\$0.00	\$	\$	\$	\$	\$10,484.00
	Construction Documents	\$4,714.00	\$3,507.00	\$2,577.00	\$2,656.00	\$0.00	\$	\$	\$	\$	\$14,454.00
	Building Permit Process	\$1,246.00	\$823.00	\$153.00	\$894.00	\$0.00	\$	\$	\$	\$	\$3,156.00
	Bidding Assistance	\$890.00	\$0.00	\$306.00	\$556.00	\$0.00	\$	\$	\$	\$	\$1,752.00
	Construction Observation & Administration Services	\$2,848.00	\$702.00	\$612.00	\$556.00	\$0.00	\$	\$	\$	\$	\$4,718.00
	Furniture Design & Procurement Services	\$2,041.00	\$0.00	\$0.00	\$0.00	\$0.00	\$	\$	\$	\$	\$2,041.00
	Post Construction Completion Services	\$550.00	\$0.00	\$828.00	\$417.00	\$0.00	\$	\$	\$	\$	\$2,295.00
	<b>Sub-Total</b>	<b>\$ 23,140.00</b>	<b>\$ 8,182.00</b>	<b>\$ 9,601.00</b>	<b>\$ 10,177.00</b>	<b>\$ 1,500.00</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ 52,600.00</b>
	Estimated Reimbursables (List below)										
	Additional acoustical improvements, structural improvements, and security features*	\$10,000.00									
	Printing/Reproduction*	\$5,000.00									
	<b>Reimbursable Sub-Total</b>	<b>\$ 15,000.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 15,000.00</b>
	<b>Subtotal A/E Cost Proposal</b>	<b>\$ 38,140.00</b>	<b>\$ 8,182.00</b>	<b>\$ 9,601.00</b>	<b>\$ 10,177.00</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ 67,600.00</b>
	<b>Total A/E Cost Proposal</b>	<b>\$ 67,600.00</b>									

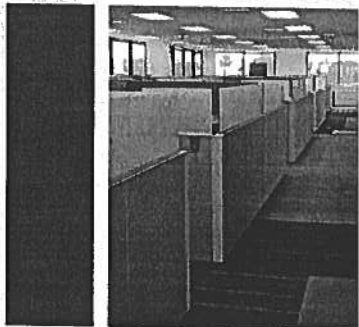
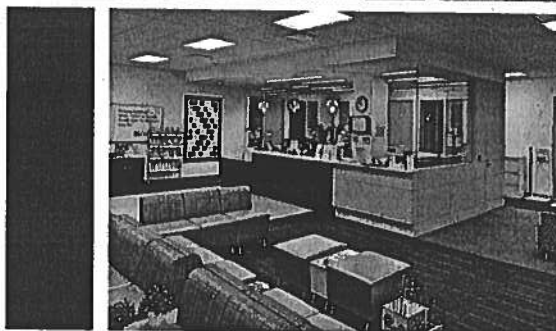
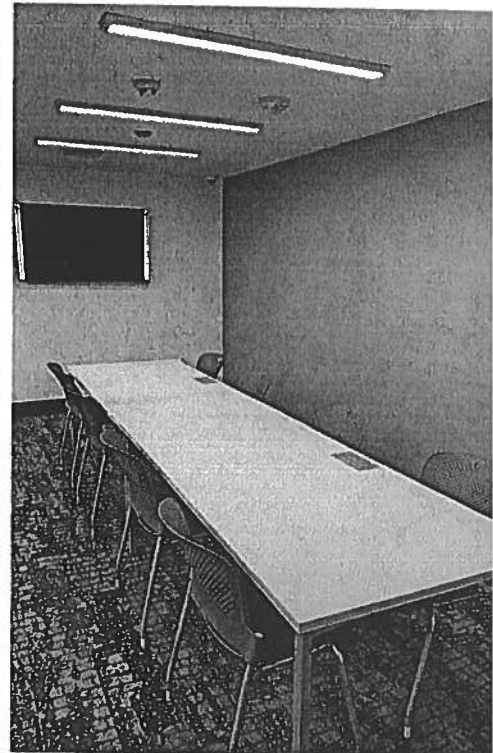
\* The Consultant (IDS) acknowledges that these two items will only be used at the discretion of the ENGINEER

City of Costa Mesa  
IT Office Training Room  
Level of Effort

A/E POSITION	GENERAL SERVICES	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BUILDING PROCESS	BIDDING ASSISTANCE	CONSTRUCTION ADMIN SERVICES (E&A)	FEEL (E&A)	POST CONST SVCS (E&A)	TOTAL HOURS	HOURLY RATE	TOTAL COST
<b>ARCHITECT/ INTERIORS</b>												
Associate Principal/ ADR	1	1							2	2	\$ 216.00	\$ 432.00
Project Manager	4	6	5	9	7	5	16	6	3	61	\$ 176.00	\$ 10,856.00
Interior Design			3					7	10	10	\$ 139.00	\$ 1,390.00
Project Architect									0	0	\$ 153.00	
Designer /									0	0	\$ 139.00	
Job Captain	4	3	3	8					15	15	\$ 116.00	\$ 1,740.00
Draftsperson	34	23		21					4	82	\$ 104.00	\$ 8,528.00
Clerical Support	3								3	3	\$ 64.00	\$ 192.00
												<b>\$ 23,140.00</b>
<b>STRUCTURAL ENGINEER</b>												
Principal Engineer		1	2	2						5	\$ 216.00	\$ 1,080.00
Senior Project Manager		1		1					1	1	\$ 176.00	\$ 176.00
Senior Engineer	1	1	2	3					8	8	\$ 139.00	\$ 1,112.00
Project Engineer	1	2	3	6	3		1		16	16	\$ 153.00	\$ 2,448.00
Designer/ Engineer									0	0	\$ 139.00	
Draftsperson		3	5	15	4		2		29	29	\$ 116.00	\$ 3,364.00
Clerical Support									0	0	\$ 104.00	
												<b>\$ 8,192.00</b>
<b>MECHANICAL ENGINEER</b>												
Associate Principal/ MEOR	2			2						4	\$ 216.00	\$ 864.00
Senior Project Manager									0	0	\$ 176.00	
Senior Engineer	2	5	5	5	4	4	4		1	30	\$ 139.00	\$ 4,170.00
Project Engineer									0	0	\$ 153.00	
Designer/ Engineer		10	12	11	2				2	37	\$ 139.00	\$ 5,145.00
Engineering Designer									0	0	\$ 116.00	
Clerical Support									0	0	\$ 104.00	
												<b>\$ 10,177.00</b>
<b>ELECTRICAL ENGINEER</b>												
Associate Principal/ EEOB	2	1	1	2						6	\$ 216.00	\$ 1,296.00
Senior Project Engineer	2	4		1					3	10	\$ 176.00	\$ 1,760.00
Senior Engineer									0	0	\$ 139.00	
Project Engineer	2	4	3	3	1	2	4		2	19	\$ 153.00	\$ 2,907.00
Designer/ Engineer									2	6	\$ 139.00	\$ 834.00
Engineering Designer									1	24	\$ 116.00	\$ 2,784.00
Clerical Support									0	0	\$ 104.00	
												<b>\$ 9,601.00</b>
<b>PLUMBING ENGINEER</b>												
Associate Principal/ MEOR	0	0		0						0	\$ 216.00	
Senior Project Engineer									0	0	\$ 176.00	
Senior Engineer									0	0	\$ 139.00	
Project Engineer							0		0	0	\$ 153.00	
Designer/ Engineer									0	0	\$ 139.00	
Engineering Designer									0	0	\$ 116.00	
Clerical Support									0	0	\$ 104.00	
												<b>\$ 0.00</b>

GENERAL SERVICES	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BUILDING PERMIT PROCESS	BIDDING ASSISTANCE	CONSTRUCTION & OBSERVATION ADMINISTRATION SERVICES	FURNITURE DESIGN & PROCUREMENT SERVICES (E&A)	POST CONSTRUCTION COMPLETION SERVICES
\$216	\$216	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$712	\$1,068	\$690	\$1,602	\$1,246	\$690	\$2,848	\$1,068	\$534
\$0	\$0	\$417	\$0	\$0	\$0	\$0	\$973	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$464	\$348	\$928	\$0	\$0	\$0	\$0	\$0
\$0	\$3,536	\$1,392	\$2,184	\$0	\$0	\$0	\$0	\$416
\$192	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$1,120	\$5,284	\$4,047	\$6,714	\$1,246	\$690	\$2,848	\$2,041	\$950
\$0	\$216	\$432	\$432	\$0	\$0	\$0	\$0	\$0
\$139	\$139	\$278	\$417	\$0	\$0	\$178	\$0	\$0
\$153	\$306	\$459	\$918	\$459	\$0	\$153	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$348	\$580	\$1,740	\$464	\$0	\$232	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$192	\$1,009	\$1,749	\$3,507	\$923	\$0	\$702	\$0	\$0
\$432	\$0	\$0	\$432	\$0	\$0	\$0	\$0	\$0
\$278	\$695	\$695	\$695	\$556	\$556	\$556	\$0	\$139
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$1,390	\$1,668	\$1,529	\$278	\$0	\$0	\$0	\$278
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$710	\$2,085	\$2,363	\$2,656	\$694	\$556	\$556	\$0	\$417
\$432	\$216	\$216	\$432	\$0	\$0	\$0	\$0	\$0
\$356	\$712	\$0	\$178	\$0	\$0	\$0	\$0	\$534
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$306	\$612	\$459	\$459	\$153	\$306	\$612	\$0	\$0
\$0	\$556	\$0	\$0	\$0	\$0	\$0	\$0	\$278
\$0	\$0	\$1,160	\$1,508	\$0	\$0	\$0	\$0	\$116
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$1,094	\$2,096	\$1,855	\$2,577	\$153	\$306	\$612	\$0	\$928
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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## IDS GROUP

1 Peters Canyon Road, Suite 130, Irvine, CA 92606  
T: 949.387.8500 ▲ F: 949.387.0800 ▲ [www.idsgi.com](http://www.idsgi.com)



**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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