

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

NOVEMBER 17, 2020

TITLE:

**APPROVE AGREEMENTS WITH ON-CALL
CONSULTANTS TO PROVIDE SPACE
PLANNING AND ARCHITECTURAL
SERVICES ON AN AS-NEEDED BASIS IN A
SHARED ANNUAL AMOUNT NOT TO
EXCEED \$300,000 FOR UP TO A FIVE
YEAR TERM
(GENERAL FUND AND NON-GENERAL
FUND)**

/s/ Kristine Ridge

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the City Manager to execute agreements with the IDS Group, Westgroup Designs, Inc., Gensler, Corgan, Inc., SVA Architects Inc., Black, O'Dowd and Associates Inc., Gruen Associates, Gillis & Panichapan Architects Inc., CAP Architecture, Inc., and Ware Malcomb to provide on-call space planning and architectural services for the three-year period beginning November 17, 2020, and ending on November 16, 2023, with a provision for two one-year extensions, in a total shared amount not to exceed \$300,000 annually, subject to non-substantive changes as approved by the City Manager and City Attorney.

DISCUSSION

The Public Works Agency's Building Maintenance Division oversees all City facility improvements including the reconfiguration of office spaces, modifications to existing floor plans, and the addition of workstations. As such, on-call space planning and architectural services are needed to complete this type of work. Additionally, construction management, mechanical and electrical engineering, move-management, and Americans with Disabilities Act survey services are sometimes needed, and are also included in the scope of work for these on-call consultant agreements (Exhibits 1 through 10).

On March 30, 2020, the Public Works Agency issued Request for Proposal (RFP) 20-040 for consultants to provide on-call space planning and architectural services. The RFP was advertised on the City's online bid management and publication system, with bids due on April 20, 2020. Fifty-eight vendors downloaded the project documents. Twenty-five proposals were received and evaluated by a selection committee based on criteria as outlined in the RFP. The firms that ranked the highest are as follows:

FIRM	AVERAGE SCORE
IDS Group	92
Westgroup Designs, Inc.	92
Gensler	91
Corgan, Inc.	90.5
SVA Architects, Inc.	90
Black, O' Dowd and Associates, Inc.	88.5
Gruen Associates	88.5
Gillis + Panichapan Architects, Inc. (GPa)	88
CAP Architecture, Inc.	87.5
Ware Malcomb	87.5

In accordance with the RFP, staff recommends approving agreements with these top ten firms to establish a list of on-call space planning and architectural services. Each proposal demonstrated a high technical competency and experience performing similar services. The proposals contained a clear path toward achieving City goals and objectives as required by the RFP.

FISCAL IMPACT

There is no fiscal impact at this time. Prior to utilizing any of these on-call services, Public Works staff must receive Finance and Management Services Agency approval of funding and accounts to ensure that funds are available under the authorization and aggregate limit amount of \$300,000 annually for these agreements. Upon successful completion of this fiscal review, a corresponding Notice to Proceed containing specific scope and maximum expenditure for the task order will be issued to a firm.

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

- Exhibits:
1. Agreement with IDS Group
 2. Agreement with Westgroup Designs, Inc.
 3. Agreement with Gensler
 4. Agreement with Corgan, Inc.
 5. Agreement with SVA Architects, Inc.
 6. Agreement with Black, O' Dowd and Associates, Inc.
 7. Agreement with Gruen Associates
 8. Agreement with Gillis + Panichapan Architects, Inc. (GPa)
 9. Agreement with CAP Architecture, Inc.
 10. Agreement with Ware Malcomb

**AGREEMENT TO PROVIDE ON-CALL SPACE PLANNING AND
ARCHITECTURAL CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this 17th day of November, 2020 by and between IDS Group (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On March 30, 2020, the City issued Request for Proposal No. 20-040, by which it sought qualified consultants to provide on-call space planning and architectural consulting services for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 20-040.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Consultant shall perform the services described in the scope of work that was included in RFP No. 20-040, which is attached as Exhibit A, and as more specifically delineated in Consultant’s proposal, which is attached as Exhibit B and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Consultant is one of ten (10) consultants selected to provide services on an on-call basis under RFP No. 20-040. The total annual compensation for these services provided by all such consultants selected under RFP No. 20-040 shall not exceed the shared aggregate amount of \$300,000 during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of

performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on November 16, 2023, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONSULTANT

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents

& Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subconsultants, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
 - (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be cancelled

or reduced in coverage or changed in any other material aspect, by Consultant, without thirty (30) days prior written notice to the City.

(iv) Consultant shall supply City with a fully executed additional insured endorsement.

f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, Consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
 City of Santa Ana
 20 Civic Center Plaza (M-30)

P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: (714) 647-6956

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Consultant: IDS Group
1 Peters Canyon Road, Suite 130
Irvine, CA 92606

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Consultants retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of

Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT

By: John M. Funk
JOHN M. FUNK
Sr. Assistant City Attorney

Said Hilmy
Name: Said Hilmy
Title: President

RECOMMENDED FOR APPROVAL

NABIL SABA, PE
Executive Director
Public Works Agency

EXHIBIT A

Appendix ATTACHMENT 1 SCOPE OF WORK

CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR SPACE PLANNING AND ARCHITECTURAL SERVICES RFP NO.: 20-040

Introduction and Background:

The City of Santa Ana intends to retain Space Planning and Architectural Services on an as-needed or “on-call” basis. A Professional Services Agreement will be entered into with several of the qualified firms/consultant(s) to provide space planning and architectural services for a variety of projects on an on-call basis. Areas of responsibility shall include architectural, space planning, structural, construction management, mechanical and electrical engineering, ADA survey, and move management services. On an on-call, as-needed basis, the selected firm(s) may be asked to provide professional services on specific, project-by-project basis, based on an agreed-upon scope of services and fees. All proposals, plans, drawings, specifications, estimates, grant applications, and/or studies will be subject to the final approval and satisfaction of the City of Santa Ana.

The architects and engineers in the firm must be licensed and legally qualified in the State of California to practice the work for which consideration is requested. Selected firm(s) shall have the necessary qualifications and experience to provide space-planning, architectural, and engineering consulting services to the City. Services may involve all or some of the phases of project development and shall include, but not necessarily be limited to, the following activities:

Site Analysis

Perform site analysis during initial design work. This may include site visits, photographs, analysis of existing space(s), meetings with various City departments to discuss specific space requirements.

Conceptual Layouts/Space Planning

Prepare alternative preliminary space layouts, including engineering details and engineering calculations, and estimates of probable costs for each alternative. Present information to the City along with a written response of the advantages and disadvantages of each alternative plan taking into consideration operational, programmatic, adjacency needs and appropriate design standards.

Permits/City Approvals (City as regulatory agency)

Assist City departments in obtaining entitlements, permits and other City approvals, as required.

Architectural, Interior Design, and Engineering Services

Provide architectural, structural, mechanical and electrical engineering services and cost

estimating services during the schematic design, design development and construction document phases. Work products shall include engineering details, engineering calculations, architectural plans, and elevations, material specifications, cost estimate, and final plans and specifications. Prior to acceptance of design, Consultant is to prepare a summary report detailing the effort of utility coordination, IT coordination, and due diligence for the City's review and acceptance. Third-party cost estimate and constructability review may be included in the design effort at the City's request.

- 1. Schematic Design:** Develop schematic design site plan drawings illustrating the scale and relationship of project components.
- 2. Design Development:** Prepare design development package consisting of:
 - a) Drawings and other documents that outline repairs or solutions and describe the size and character of the project with respect to architectural, interior, structural, mechanical and electrical systems
 - b) Materials and samples
 - c) Other required elements based on the approved schematic design documents. Designs must comply with the current Building codes and any other City requirements. Additional site visits and coordination with City departments will be required to ensure that design development meets the department's needs.
- 3. Construction Documents:** Prepare construction documents consisting of plans and specifications, calculations, and cost estimates setting forth in detail the requirements for the construction of the project based on the approved schematic design and design development documents. The construction documents will include, but not limited to: plans, details, and specifications for structural, electrical, mechanical, plumbing, ADA requirements, parking, and landscaping; all fully coordinated with the architectural design. Plans should include recommendations for green building standards and sustainable development to reduce costs, improve the health of building occupants, and reduce the negative impacts to the environment. A refined cost estimate based on the final construction documents shall also be prepared. There shall be no additional costs due to revisions of the drawings to bring the design up to code compliance.

Assist the City departments in obtaining reviews and approvals from applicable public agencies for design reviews, plan checks, and permits.

Assist the City in obtaining all required permits, reports, and other information to bid the project. The City will pay all permit fees.

The Consultant shall be required to provide continued communication and feedback with various City personnel throughout the process to provide a cost-effective and quality design that meets the needs of the client department(s).

Post Design Services

At the City's sole discretion, assist the City Department(s) with the following services.

- 1. Bidding**
 - a) Preparing bid documents and packages
 - b) Answering bidder's questions

- c) Scheduling and attending pre-bid conferences and job/site walks
- d) Preparing bid addenda
- e) Preparing bid analyses and reviewing and responding to bidders' submittals, such as shop drawings, product data, samples and proposed equivalent products and materials.

2. Construction and Construction Management

- a) Prepare "as-built" drawings, in current CAD format, as required
- b) Visit construction site as needed to monitor quality of the work and resolve construction issues.
- c) Assist engineer, consultant and inspector with interpretation of the following:
 - Plans and specifications
 - Analysis of change conditions
 - Development of corrective actions
 - Review of shop drawings and other submittals
 - Review, negotiation and preparation of change orders
- d) Manage the construction phase and coordinate construction meetings to ensure the project is completed on time and within budget.
 - Provide weekly estimates of percent of work completed
 - Approve vendor invoices for submittal to the City.

Move Management Services

At the City's sole discretion, assist the City Department(s) with the following services.

- Survey all existing items to relocate.
- Meet with client and the client's furniture vendor to verify the placement of all items for move.
- Third party/peer review of architectural plan(s).
- Prepare move plans to show numbering system for ease of labeling boxes and items to move.
- Prepare "move in" sketches for mover use, showing office and common area layouts.
- Coordinate with the City's Telecommunication Services and instruct staff in preparing for the move.
- Coordinate and closely supervise move labor.
- Be responsible for all post-move follow-up.

Special Services

- Complete the State of California ADA surveys.
- Provide value engineering services upon request.
- Complete LEED Certification documentation upon request.

Plans and Documents

All plans and other documents prepared by the Consultant on behalf of the City shall become sole property of the City. All documents and files must comply with current requirements set forth by the various entities for record retention.

Fee Proposal:

In addition to Section III.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be structured as follows:

The fee proposal shall include the firm's standard hourly fee schedule, and/or project fee schedule where applicable and as outlined in this document. A list of all positions and hourly rates required to perform the services described herein. A more detailed scope of work will be provided when/if a specific project proposal is requested of a consultant.

Other Terms and Conditions:

1. The project will be implemented in compliance with the City of Santa Ana's policies, as well as Prevailing Wages and State/Federal Requirements.
2. The City regards the inclusion of California based designs, engineering, and construction professionals, facilities, and services as part of the Team to be highly desirable, but not mandatory.
3. The City reserves the right to amend this Request for Proposal by addendum prior to the final dates of submission.
4. All reports, proposals, or other data or materials which are submitted shall become the sole property of the City of Santa Ana with the exception of the confidential Financial Capacity information and sealed fee proposals which will be returned to all proposers after award of contract to the selected Proposer.
5. All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of this project.
6. The City has an affirmative action program. The purpose of the affirmative action program is to encourage certified minority business enterprises and women business enterprises. All submitting firms must have established affirmative action programs approvable by the City. During the RFP stage, all firms will need to complete a "Certification of Non-Discrimination by Contractors" for each firm on their team.

EXHIBIT B

Proposal



Space Planning and Architectural Consulting Services

RFP No. 20-040

April 20, 2020



Submitted by:



1 Peters Canyon Road, Suite 130
Irvine, CA 92606

T: 949.387.8500 ▲ www.idsgi.com

25G-15



Contents

Section 1: Statement of Qualifications	
a. Cover Letter	3
b. Contract Agreement Statement.....	4
c. Firm and Team Experience	4
<i>IDS' In-house Capabilities</i>	4
<i>Technical and Design Experience of Key Personnel</i>	5
<i>Subconsultants</i>	6
<i>Project Team</i>	6
<i>Key Personnel Resumes</i>	6
<i>Organizational Chart</i>	7
<i>Staff Availability</i>	7
d. Understanding of Need	8
<i>Project Understanding</i>	8
<i>Anticipated Approach</i>	8
e. Relevant Experience	10
f. References.....	17
Section 2: Scope of Services and Schedule	18
<i>Schedule</i>	21
Section 3: Fee Proposal.....	22
Section 4: Certifications	24
Appendix	29



Section 1:

Statement of Qualifications

Cover Letter
Contract Agreement Statement
Firm and Team Experience
Understanding of Need
Relevant Project Experience
References

April 20, 2020

City of Santa Ana
Gabriela P. Lomeli, Project Manager
Public Works Agency; M-22
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

SUBJECT: Section 1: Statement of Qualifications
a. Cover Letter
Proposal for Space Planning and Architectural Consulting Services
RFP No. 20-040

Dear Ms. Lomeli and Members of the Selection Committee:

IDS Group, Inc. (IDS) understands that the City of Santa Ana (City) requires the services of a Professional Architectural Firm to provide Space Planning and Architectural Services on an as-needed basis.

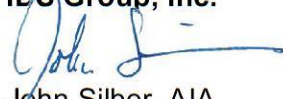
As an award-winning multi-disciplinary firm- specializing in the fields of architectural and engineering design services, IDS Group (IDS) engages both site-specific design and planning on multiple levels. "IDS" stands for Integrated Design Services, as our service delivery model. We draw from over 50 years of experience to design unique time-honored spaces through preservation, renovation, additions, and adaptive use. The following are highlights of our team strengths:

- **Multidiscipline Firm:** IDS is able to provide all AE services in-house; thus allowing the city to realize efficiencies that come with managing multiple disciplines under one roof.
- **Similar Experience:** We have recently completed very similar scope-of-services for numerous public and municipal agencies including the County of Los Angeles, County of Orange, City of Anaheim, City of West Covina, City of La Cañada Flintridge, City of La Palma, City of Glendora, City of Murrieta, City of Menifee, City of Long Beach, and the Los Angeles Community College District, among others.
- **Move Management and Phasing Plans:** We have extensive experience with projects where an existing building must remain in service during remodeling, renovation, and making building systems improvement work. We know how to organize move managements and phasing plans to limit the cost impacts arising from construction in occupied buildings.

On behalf of the IDS team, we look forward to working with the City, applying our technical experience, management principles, and problem-solving skills to provide you with quality and responsive services required with this contract. IDS hereby acknowledge that we are in receipt of Addendum No. 1, dated April 14, 2020 and Addendum No. 2, dated April 15, 2020.


IDS' Principal Agent, Mr. Said Hilmy, PhD, PE, SE, LEED AP, is authorized to bind the company and negotiate the contract on behalf of the organization and IDS' Project Manager, John Silber, AIA, will be the city's main point-of-contact. Please do not hesitate to call John at 949.387-8500 ext. 154 or by email at john.silber@idsgi.com should you have any questions pertaining to our proposal.

Sincerely,
IDS Group, Inc.



John Silber, AIA
Principal Architect

IDS Group, Inc.



Said Hilmy, PhD, PE, SE, LEED AP
Principal Agent



b. Contract Agreement Statement

IDS Group hereby acknowledges that we have reviewed and take no exception to the terms and conditions, including insurance coverage, as set forth in RFP No. 20-040 |Space Planning and Architectural Consulting Services | Attachment 2.

c. Firm and Team Experience

We offer our clients fully integrated design by providing services that encompass the entire project including architecture and engineering design services, master/strategic planning, interior design, cost estimating, and construction administration. By offering a comprehensive suite of services, you can be assured that your style will be reflected in every detail of your space.

IDS' In-house Capabilities

Architecture: IDS provides architecture design, planning, project management and renovation services to public and private clients throughout California. As a full-service architectural firm, IDS is experienced in all phases of architecture from pre-design through project closeout. In addition, our architectural services involve ADA compliance studies and design, building assessments, alterations, and modifications, accessibility studies, fire and life safety assessment and design, code review, space planning, remodeling, repair of damaged and deteriorated structures, and expansions and additions to existing facilities, and new design. Project experience of IDS staff encompasses a variety of building type.

Structural Engineering: Our structural engineering division is a recognized leader in the design, assessment, review, and retrofit of buildings and parking structures. The depth of our work includes the design of new buildings utilizing steel, concrete, masonry, and wood, the assessment and retrofit of numerous buildings of all sizes, the evaluation and repair of distressed structures, peer and plan review, constructability review, and forensic engineering. Our structural engineering services consist of the following: Structural and seismic assessment, Seismic risk mitigation and retrofit, Structural design services, Structural engineering evaluation and structural modifications.

Mechanical and Plumbing Engineering: Our award-winning mechanical engineering division is comprised of professional engineers and designers who are experts in the fields of heating, ventilating, air conditioning, plumbing, piping, and fire protection. We have provided design services for HVAC, plumbing, and fire protection systems for countless public projects and facilities. These projects encompass new construction, retrofit, modernization, and expansions of facilities.

Electrical Engineering: The electrical engineering division of IDS has provided quality professional electrical engineering services to public and private clients. Our electrical engineers have extensive experience in a wide variety of projects and in the preparation of engineering

"Your firm's contribution on one of the City's most important projects was most appreciated and highly valued. The City Council and City Staff are genuinely grateful for the excellent work performed by IDS and the professionalism exhibited throughout. Without hesitation, The City would highly recommend IDS to any agency or entity seeking similar services."

*Max Maximous, P.E. Former Public Works
Director/City Engineer
City of Rancho Santa Margarita*

"I just wanted to let you know I am hugely impressed with the finished product of the Purple Yoga Studio. It looks AWESOME!"

A phenomenal finished product that truly enhances Fullerton's downtown. Thanks for making such a great sense of place and beautification of the City."

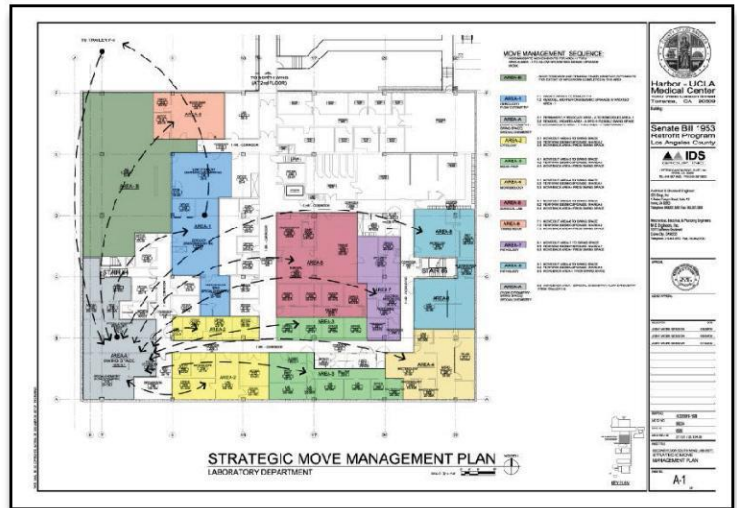
*Greg Sebourn, PLS
City of Fullerton*



studies, analyses, plan reviews, preparation of drawings and specifications for new construction projects; construction cost estimates; field investigations; concept studies; reports, and post-construction support for electrical engineering projects.

Cost Estimating: Our in-house cost estimator is experienced in supporting both new construction and complex renovation projects, and possess extensive knowledge of a variety of tenant improvement types. Utilizing the latest in cost control methods, IDS ensures clients' projects are well planned and expertly executed. In the delivery of its cost services, IDS provides reliable, accurate estimates while meeting its client's most critical deadlines.

Phasing/ Move Management: Maintaining functional operations during an interior renovation project requires detailed planning. IDS Group provides phasing and move management services to access improvement impact to existing facility operations, on singular and multi-building alterations. Each building is unique in function, layout, and construction requiring specific building solutions. In preparation for administering each building's improvements, IDS Group prepares preliminary phasing plans to minimize operational disruption during the construction work.



Experience with Americans with Disabilities Act (ADA): Our expert ADA (Americans with Disabilities Act) team offers detailed ADA facility surveys, plan reviews, and product consulting on a regular basis to healthcare facilities, large corporations, and federal, state, and local government clients.

Sustainable Engineering: The firm's project approach begins with a complete assessment of project requirements to achieve a LEED certification or provide a sustainable design without certification. To meet the project requirements our team will investigate all sustainability options including photovoltaic solar system, commercial and residential fuel cell systems, geothermal ground source heat pump systems, low energy LED lighting products, water conservation design solutions, day lighting harvesting, low-flow plumbing fixtures and high SEER air conditioning equipment.

Technical and Design Experience of Key Personnel

- IDS' **Project Manager/Principal Architect**, Mr. John Silber, AIA, has more than three decades of extensive experience with a diverse portfolio within both the public and private sectors. John maintains an unwavering focus on the details that make projects successful, from early design development through construction administration. Don begins with a thorough understanding of client goals and expectations, and makes sure that they inform every decision, solution, and direction.

"Kudos,

Thank you for your ongoing, great dedication to getting this right. Without all your efforts the project would not have been a lot bumpier than how we sometimes feel about it."

*Ronald Dean Everly
John Wayne Airport, Orange County*



- Ms. Shelley Sivak, IDS' **Lead Architect/Interior Designer**, has over 25 years of experience in reviewing the state of the existing building, evaluating its size and layout for the intended use, and identifying the need for repair, renovation, and expansion.
- Technical accuracy is deeply embedded in the guiding principles of IDS Group and will be critical the success of this project. Said Hilmy, PhD, SE, LEED AP, will be our proposed **QA/QC Manager** to confirm adherence to industry standards and code requirements and ensure our stringent internal quality management program is enforced and maintained throughout the performance of this contact.

Other key team members include:

- Jaime Rosenbach, MS, SE, IDS' **Senior Structural Engineer**, with more than 32 years of experience, has been involved in the design of new structures, evaluation and retrofit of existing structures, remodel and modernization of existing buildings, and has conducted and reported numerous forensic seismic investigations.
- Darren Smith, PE, BEAP, LEED AP BD+C, IDS' **Mechanical/Plumbing Manager**, has 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
- IDS' Project Manager for our **Electrical Division**, Robin O'Neil, with more than 35 years of experience, in commercial, municipal lighting and utility infrastructure projects. Rob is an industry expert in Title 24 Compliance, working with both clients and architects to educate them on the changes to the code
- IDS' **Cost Estimator**, Mr. Dakhil, BSCE, MSCE, has over 30 years of pre-construction, construction management, and estimating experience in a wide spectrum of projects ranging in values from \$1 million to more than \$250 million.

Subconsultants

IDS Group does not anticipate using any sub-consultants for this project. IDS will be providing all necessary Architectural and Engineering services for this project.

Project Team

Our seasoned group of professionals, listed on the organization chart located on the following page, has worked independently or teamed on projects with similar scopes of work. Our expertise and project team is well suited for this project and has proven success providing structural engineering services to the City of Santa Ana.

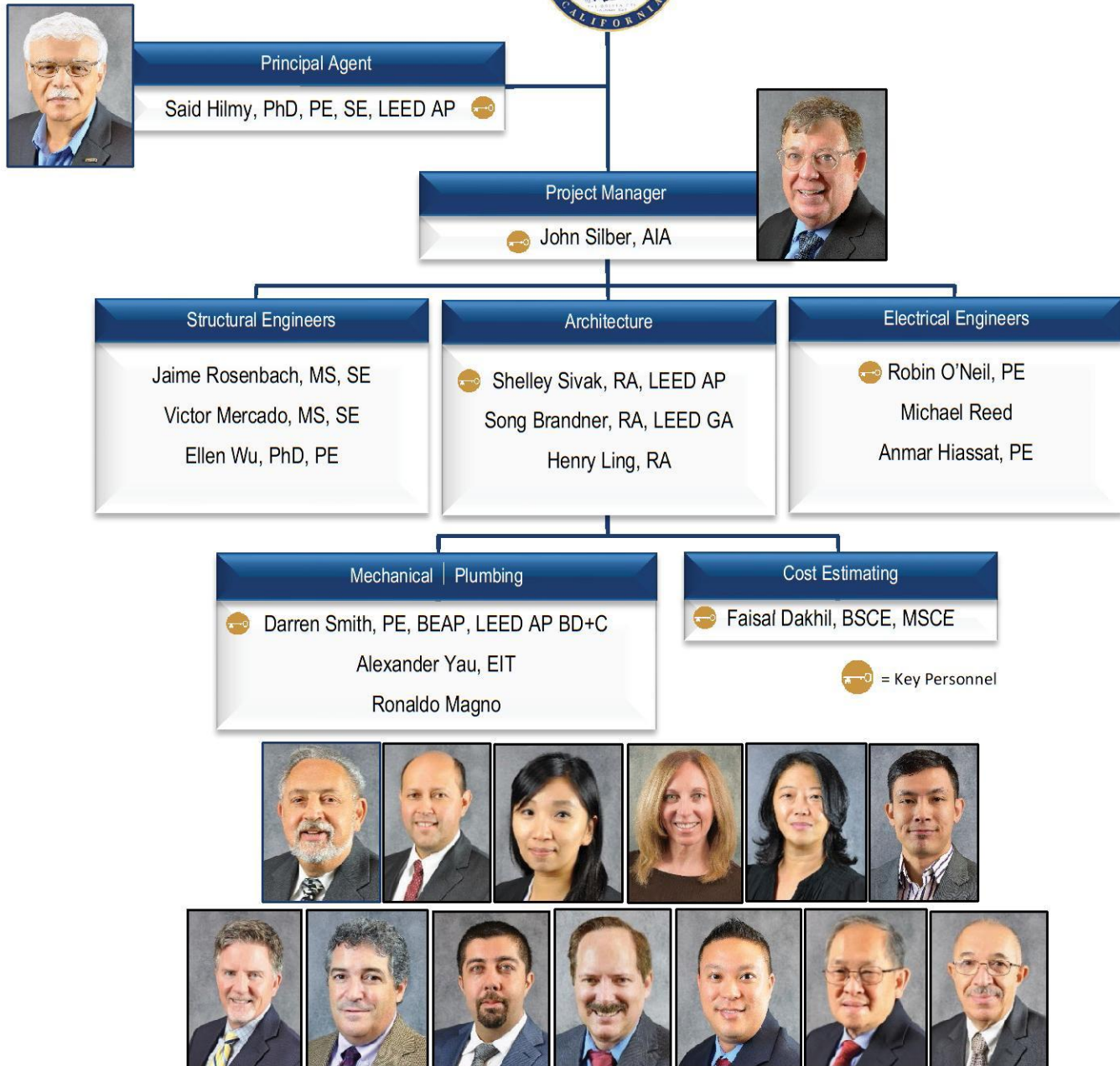
Key Personnel Resumes

Full resumes of key personnel proposed to work on this project are provided Appendix A of this proposal.

Our integrated approach connects designers with engineers, that's how we create cultural landscapes that innovate, inspire dialogue, and encourage shared ownership of environment.



Organizational Chart



Staff Availability

The following is an estimate of the availability of our key personnel during the duration of this project. The percentages of key staff availability shown are projected based on anticipated workload. These percentages represent the average time available for a team member. Actual time may vary depending on the project specifics.

Personnel	Availability	Personnel	Availability
Said Hilmy	25%	John Silber	30%



Personnel	Availability
Shelley Sivak	35%
Song Brandner	40%
Henry Ling	30%
Jaime Rosenbach, MS, SE	30%
Victor Mercado, MS, SE	40%
Ellen Wu, PhD	45%
Robin O'Neil	30%

Personnel	Availability
Michael Reed	25%
Darren Smith, PE	25%
Alexander Yau, EIT	40%
Anmar Hiassat	30%
Ronaldo Magno	35%
Faisal Dakhil, BSCE, MSCE	25%

d. Understanding of Need

Project Understanding

IDS understands that the City of Santa Ana will be retaining the services of an Architectural and Engineering firm to provide As-needed Space Planning and Architectural Consulting Services to provide architectural and engineering design services, space planning, site analysis, construction management, ADA survey, and move management services on an as-needed base.

Anticipated Approach

Our general approach to providing our standard services for each project commences with a solid understanding of the project requirements, including budget, schedule, details of scope of services, and deliverable items. Our work plan is based on effective management of resources which will include developing a project schedule, implementing effective communication protocol, monitoring project costs and budget, and implementing quality control measures to ensure quality documents.

The following are the basic steps to take a project from conception to bidding. Note that not all projects with the city will involve all steps, projects that consist only of studies or due diligence report will have different deliverables:

- ➔ **Establishing Goals and Metrics for Success:** We will conduct kickoff meetings with City staff and stakeholders designated by the City to establish the specific goals and metrics the City has envisioned for each project.
- ➔ **Developing a Work Plan:** After we have completed a thorough review and assessment, IDS will develop a work plan that achieves the City's benchmark goals for each project.

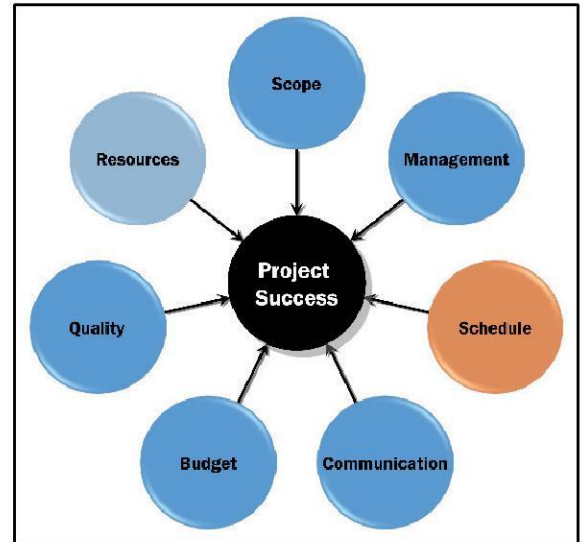
The scope(s) will be developed based on City priorities, severity of conditions, and immediate needs for the project. We anticipate that this will be an interactive process with the City's Project Manager.

- ➔ **Pre-Planning:** Our pre-planning approach consists of team project managers re-emphasizing the assignment goals, time schedules (work-plan/hours to complete), as-built drawing review, and City employee escort coordination when needed, and schedule coordination on among team resources. This detailed plan establishes clear direction, a timeline for completion, and team buy-in.





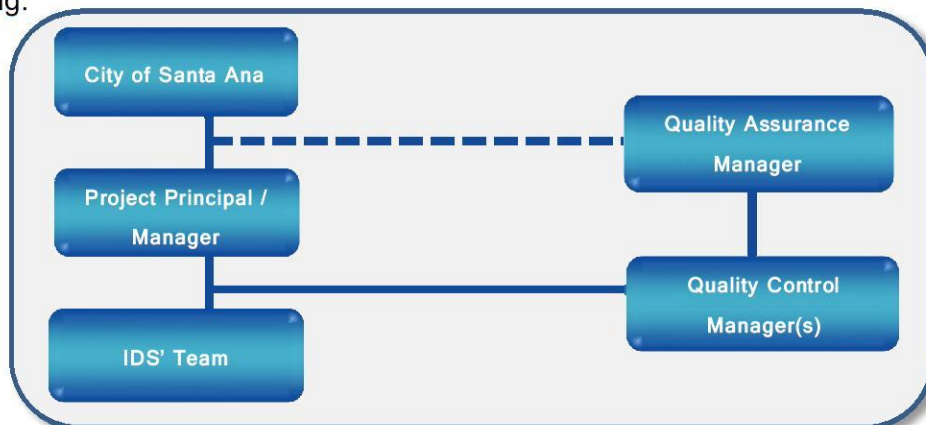
- ➔ **Design Development:** We believe that the best results occur when the client/owner participates fully in all phases of the project. We strongly encourage meetings and group sessions with the project stakeholders to discuss the project's direction and goals. It is the owner who has the most intimate knowledge of their vision, needs, and strategic objectives for success.
- ➔ **Management Plan:** IDS is familiar with all PMI Standards and works within their guidelines in order to ensure project success from design through completion.
- ➔ **Project Delivery:** IDS is prepared and equipped to provide the request services to the City in a timely manner and on relatively short notice so as to enable the City to meet critical deadlines and schedules.



- ➔ **Schedule Control:** We will update the schedule and work plan regularly based upon the actual hours worked that are tracked by our internal accounting system. In this way, we can adjust resources to ensure that the project milestones are completed on schedule. We also have an excellent record working on fast-track projects. In these projects, it is essential for the design team to meet the critical path milestones that precede project completion.
- ➔ **Cost Control:** As design progresses, the more-detailed documents can be virtually overlaid over previous ones, and changes/additions are immediately visible on screen. This ensures that our estimates at logical milestones during design (SD, DD, CD, etc.), can execute the later levels of design faster and more accurately.

When tasked with value engineering on the same project, our team members will go back and modify the original takeoffs to determine the less expensive methods or materials to construct the project.

- ➔ **Quality Assurance:** Quality Assurance has always been our company's strong commitment. We emphasize establishing and maintaining technical and professional expertise among our staff and in their work product. All our professionals are encouraged to maintain memberships in professional organizations, to attend professional development conferences, and to sustain proficiency within the field of engineering.



As a testimony to our audited Q/A Q/C procedures, IDS Group accomplished ISO 9001 Certification



e. Relevant Experience

CITY OF LA PALMA CITY YARD OFFICES | La Palma, CA

City Maintenance staff offices, meeting | break room, and locker room are housed in a portion of a modular metal building. These facilities were in a worn condition, were a poor match to current space needs, and did not comply with ADA/Accessibility requirements. The floor plan wasted space thanks to inefficient corridor circulation and needless compartmentalization of workspace.

IDS developed a design, which simplified the space plan and opened up the space. The break room and open office areas line the west side of the building, and this side of the building uses an open ceiling layout and windows to transmit a sense of openness. Locker rooms, manager's offices, and electrical/IT spaces line the east side of the building.

At a glance	<ul style="list-style-type: none">▪ Space Planning▪ ADA Compliance▪ Utility Coordination▪ Site Analysis	<ul style="list-style-type: none">▪ Interiors▪ Mechanical/Electrical Systems▪ Coordination with City Departments	<ul style="list-style-type: none">▪ Upgrades Renovations▪ Phasing / Move Management▪ Cost Estimating▪ Structural Engineering
	Contact: City of La Palma Mr. Michael Belknap, Community Services Director 714.690.3350 Completed: 2018		

EMCORE CORPORATION

ALHAMBRA CAMPUS SPACE PLANNING, REVOATIONS AND EXPANSION | Alhambra, CA

Emcore is in the process of realigning the uses of it's building at the Alhambra campus. The realignment will consolidate the uses in the easterly portion of building #3 and remove all current uses for the renovations and expansion of Building #2.

Building #3 renovations/expansion involve approximately 3,900 square feet of offices and works stations, lab renovations, a new 900 sq. ft. engineering lab, elimination of 2 restrooms, as well as upgrades to the remaining restrooms for code compliance. Additional improvements include reinstating the door opening on the east elevation; provide piping connections for 2 to 3 dry nitrogen lines and concrete pads for the lab tables.

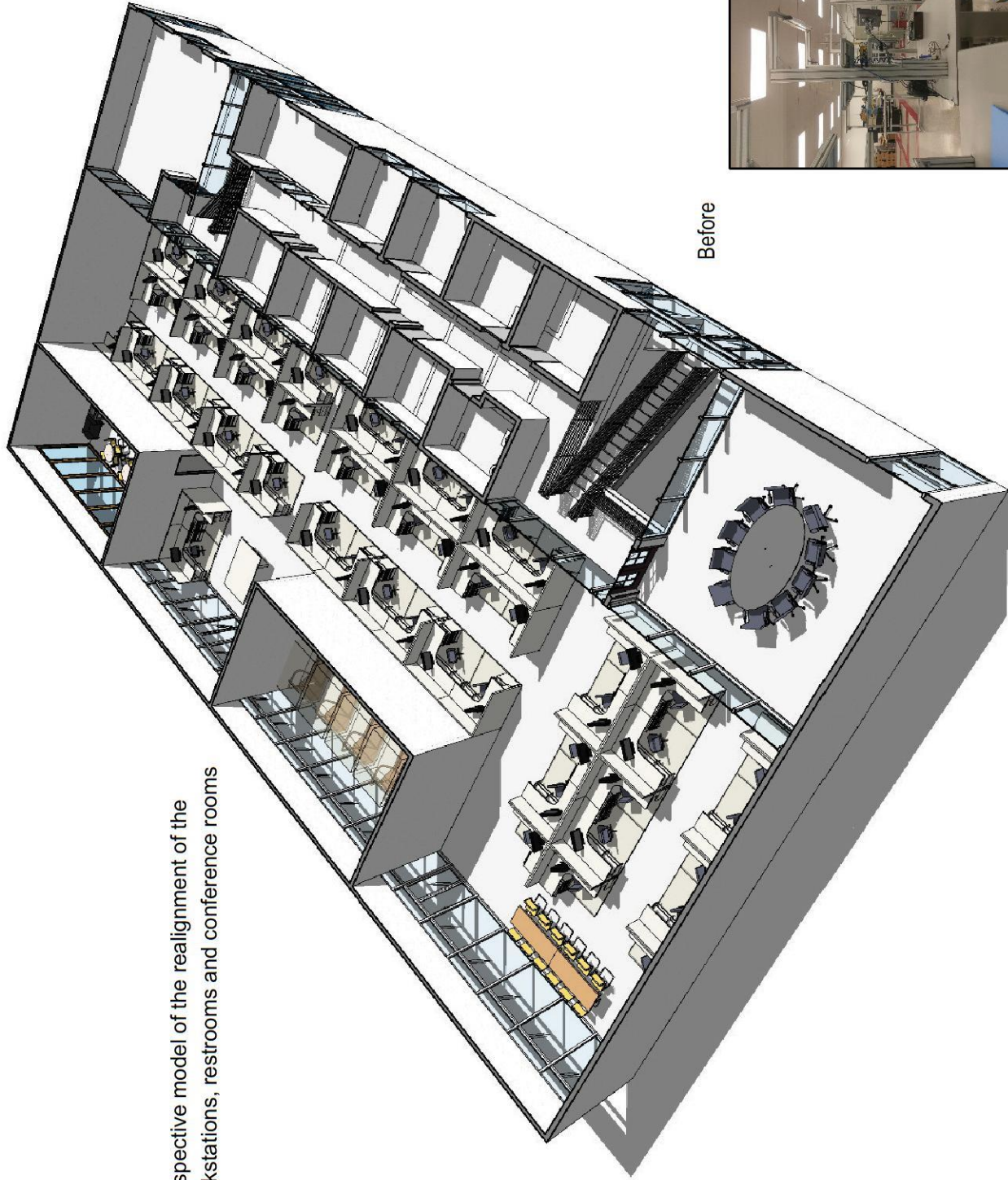
Building #2 is a two story, 11,806 sq. ft. building. The ground floor renovations and remodel consist of a gym for staff use, a breakroom with kitchenette, relocation of the visitor reception lobby area, offices/cubical space, conference rooms, and restrooms. Renovations for the second floor will include a boardroom, offices and cubical space and restrooms.

At a glance	<ul style="list-style-type: none">▪ Space Planning▪ ADA Compliance▪ Site Analysis	<ul style="list-style-type: none">▪ Interiors▪ Mechanical/Electrical Systems▪ Structural Engineering	<ul style="list-style-type: none">▪ Upgrades Renovations▪ Phasing / Move Management▪ Cost Estimating
	Contact: Emcore Corporation Mr. Steve De Sena, Senior Manager 626.293.3657 Design Completed: 2019		



PROPOSAL

Space Planning and Architectural Consulting Services
RFP No. 20-040



Perspective model of the realignment of the workstations, restrooms and conference rooms

Before



25G-26



CITY OF AZUSA LIGHT & WATER DEPARTMENT
SPACE PLANNING, REMODEL AND RENOVATIONS | Azusa, CA

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.

At a glance	<ul style="list-style-type: none">▪ Space Planning▪ ADA Compliance▪ Utility Coordination▪ Site Analysis▪ Interiors Material Specifications▪ Mechanical/Electrical Systems▪ IT Coordination▪ Upgrades Renovations▪ Phasing / Move Management▪ Cost Estimating▪ Structural Engineering		
	Contact: City of Azusa Light & Water Department Ms. Judy Tran, Utilities Administrative & Financial Services Manager 626.812.5174 Design Completed: 2019		



PROPOSAL

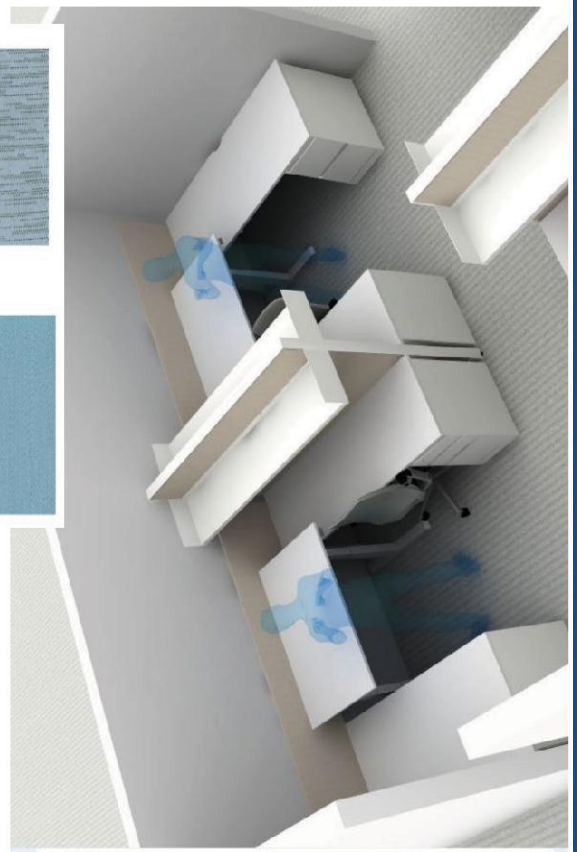
Space Planning and Architectural Consulting Services
RFP No. 20-040

Construction on this area is limited to Friday, Saturday and Sunday. IDS developed a phasing plan sequenced to allow the remodeling - of the CSR Workstations, to meet the customer service needs Monday thru Thursday





Space Planning and Architectural Consulting Services
RFP No. 20-040





COUNTY OF ORANGE | JOHN WAYNE AIRPORT
AIRPORT OPERATION CENTER REMODEL & UPGRADES | Santa Ana, CA

The scope of work for the Airport Operation Center (AOC) comprises numerous improvements to the existing Thomas F. Riley, Terminal A including a temporary/redundant Sheriff Airport Operation's Center, and a temporary/redundant maintenance response/operations center. In addition, renovations of approximately 3,500 square feet of office related area in the Terminal A Administration suite to create a new consolidated Airport Operations Center, Maintenance/BPOC spaces, computer room, Operations spaces, and Public Affairs spaces.

IDS Group is providing full-spectrum services to include planning/programming, architectural, structural, mechanical/plumbing, electrical, and security design services from project initiation through final construction.

It is noted that the project delivery method for this project is CM-at-Risk (CMAR). As such, close coordination with JWA and the selected contractor will be required from the beginning to the completion of the construction in order to ensure all deliverables meet the expectation of all parties involved.

At a glance	<ul style="list-style-type: none">▪ Space Planning▪ ADA Compliance▪ Utility Coordination▪ Site Analysis	<ul style="list-style-type: none">▪ Interiors Material Specifications▪ Mechanical/Electrical Systems▪ IT Coordination	<ul style="list-style-type: none">▪ Upgrades Renovations▪ Phasing / Move Management▪ Cost Estimating▪ Structural Engineering
	Contact: John Wayne Airport Mr. Steve Chaky, Project Manager 949.252.5171 Design Completed: 2019		



PHASE 2_ NEW CONSTRUCTION EXHIBIT FLOOR PLAN



IDS GROUP
11000 E. Evans Road Suite 250, Irvine, CA 92618
415.761.1111 • www.ids-group.com



f. References

Emcor Corporation

Alhambra Campus Space Planning, Renovations and Expansion, Alhambra, CA

Emcor is in the process of realigning the uses of its building at the Alhambra campus. The realignment will consolidate the uses in the easterly portion of building #3 and remove all current uses for the renovations and expansion of Building #2.

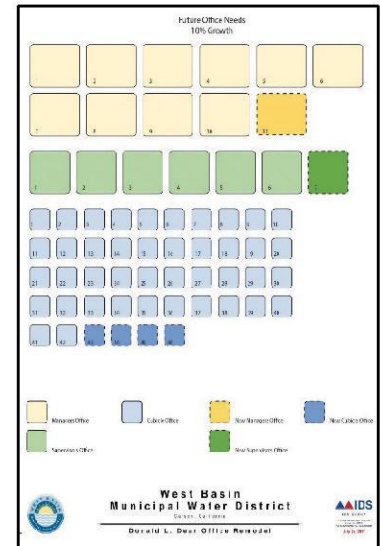
Mr. Steve De Sena, Senior Manager, Operations Support
626.293.3657 • Steve_De_Sena@Emcore.com

West Basin Municipal Water District

Donal L. Dear Building Space Allocation and Modernization, Carson, CA

IDS was retained to prepare a Preliminary Design Report (P.D.R.). The scope of work included review and evaluate the existing building and the preliminary space plan completed in 2015. IDS approached this from a fact and data gathering exercise that culminated in a distillation of the information gathered.

Mr. Don Zylstra, P.E., Senior Water Resources Engineer
310.660.6212 • DonZ@westbasin.org

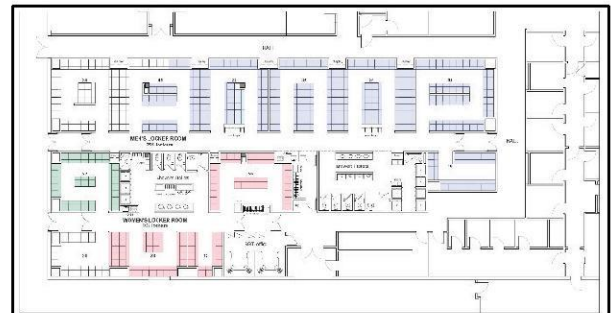


City of Irvine

Workspace Relocation and Tenant Improvements, Irvine, CA

The project required the reorganization of interrelated offices in the police department, the expansion of its locker/shower rooms, the redesign of the Traffic Management department and the relocation of Public Works and other departments to a separate building in a new location.

Mr. Chris Brown, Senior Project Manager
949.724.6937 • chbrown@cityofirvine.org



City of Azusa Light & Water Department

Space Planning, Remodel and Renovations, Azusa, CA

IDS provided AE services to the City of Azusa for the remodeling and design services for its Customer Service Lobby area. Scope of work included reconfigure an office supply and equipment storage room into an office with four workstations; demolish the solid partition wall dividing five (5) Customer Service Representative workstations from the lobby, convert an area into children's seating/ entertainment zone; relocate security video cameras, television screens, phone lines, network conduit; and installation of network switch, customer signage.

Ms. Judy Tran, Utilities Administrative & Financial Services Manager
626.812.5174 • jtran@azusaCA.gov



Section 2:

Scope of Services and Schedule



Section 2: Scope of Services and Schedule

IDS understands that diversity is the essence of on-call/as-needed space-planning and architectural consulting services. Assignments vary greatly in scope, duration, and degrees of technical complexity. We use a project-specific tailored approach that adheres to the following general principles.

- At the outset confer with the City Project Manager to develop a clear understanding of the project scope and perimeters
 - Include our multi-discipline A/E team to gain a wholistic understanding of demands and variables
- Submit the project-specific proposal to the City Project Manager that includes:
 - Our project understanding including the City's project budget if known.
 - Scope of services including assumptions and exclusions.
 - Proposed timeline; and
 - Proposed compensation delineated by phase and task.
- Upon authorization to proceed, IDS will provide our services to completion
 - Always relying on the City Project Manager as our City prime point of contact
 - Always keeping the City Project Manager informed of developments in real time

Description of Work:

We understand that the scope of services includes:

Site Analysis

- IDS' team will perform a site analysis which may include site visits, photographs, analysis of existing space(s).
 - Deliverables: Written reports annotated by photographs, annotated existing facility drawings, and graphics

Conceptual Layouts / Space Planning

- The IDS' team will develop conceptual layouts and space plans addressing City requirements based on our meetings with the City's staff, project scope, budget, time and project constraints, and priorities.
 - Deliverables: Annotated sketches (most often in plan view), photographs, and letter summarizing criteria, alternative design schemes, Rough Order of Magnitude Likely Cost Estimates for budgeting purposes, and recommendations.

Permits/City Approvals

- IDS' team will provide the customary A/E project technical support during the permit/approval process.
 - Deliverables: submittal documents plan review comment responses, meetings when required – from submittal to "permit ready to issue" milestone.

**Post Design Services**

- IDS' team will provide technical support during bid and construction phases including meetings when requested by the City
 - Deliverables: review of bidders'/contractors' requests for information, bid addenda, submittal review, and when requested review of contractors' application for payment, change order requests, contract close-out including punch list documentation.

Move Management Services

- IDS' team will develop move management plans.
 - Deliverables: assessment of phasing options including likely impacts to construction costs, development of a preferred option phasing plans, coordination of any construction documents to the preferred option so that construction contract documents include contractor obligations under the move management plan

Special Services

- IDS' team will meet with the City's staff to review the project scope, budget, time and project constraints, and priorities. Provide special services as delineated.
 - Deliverables: Project specific delineated

Plans and Documents

- IDS' team will meet with the City's staff to review the project scope, budget, time and project constraints, and priorities. Develop and refine design solutions phase by phase for schematic design, design development, and construction document. Refinement of design solutions will be done in close consultation with the City and will follow City directives and going forward guidance
 - Deliverables: design graphics and developed into technical construction drawings/specifications – includes, as appropriate to the assignment and phases 2D plans, sections and elevations; rendered 3D drawings and illustrations; and product literature accompanied by product samples when required.



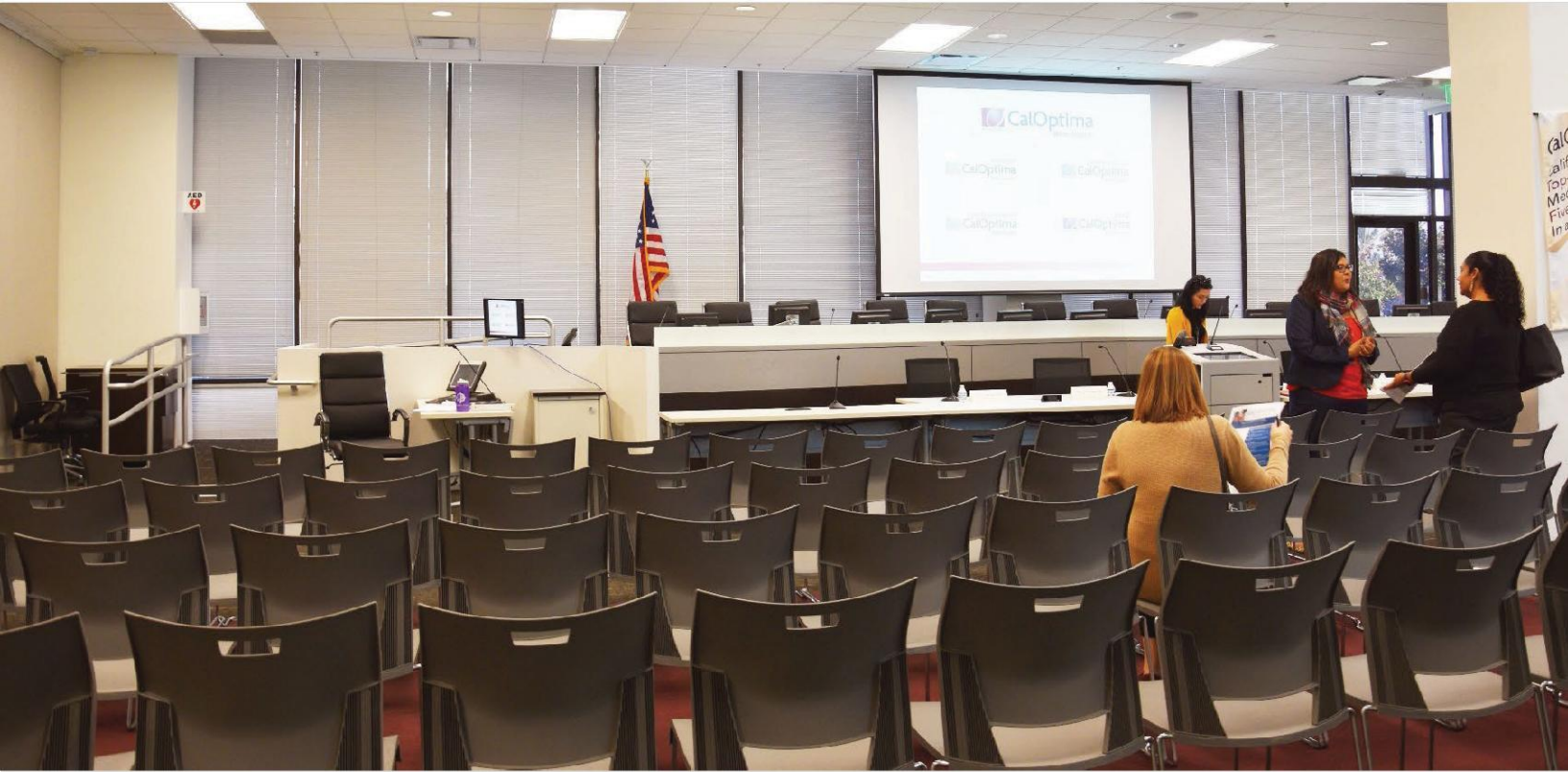
Schedule

Schedules for on-call/as-needed space planning and architectural consulting services are very project-specific and vary widely in complexity and duration. A project may address a need for a very localized problem and last only a few weeks or month or they can address long term planning lasting over multiple fiscal years.

IDS anticipate developing project schedules in close consultation with the City Project Manager as a part of any project specific professional services proposal.

A sample timeline from a current space-planning/needs assessment project is provide as an illustration.

Task/Milestone	Week
Kick-off Meeting	1
Inventory IDS receives pertinent record documents	1-2
Visual observations and stakeholder interviews IDS provides draft staff survey to the City for review	3-5
Staff surveys completed	6
IDS completes Deliverables and submits to the City	6-7
Teleconference / Meeting	7
City review comments & going forward directives received by IDS	8
IDS completes Deliverables and submits to the City	9-11
Teleconference / Meeting	12
City review comments & going forward directives received by IDS	13
IDS completes Draft Deliverables and submits to the City	14-20
Draft Deliverables review meeting	21
City review comments & going forward directives received by IDS	22
IDS completes Final Deliverables and submits to the City	23-24
IDS provides to the City its proposed implementation plan including scope of services/compensation	24
Balance of implementation	TBD



Section 3:

Fee Proposal



Section 3: Fee Proposal

Per the RFP instructions, IDS has enclosed our Fee Proposal under separate sealed envelope.



Section 4:

Certifications

Attachment 3-1: Non-Collusion Affidavit

Attachment 3-2: Non-Lobbying Certification

Attachment 3-3: Non-Discrimination Certification



**Appendix
ATTACHMENT 3
CERTIFICATIONS**

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 13th day of April, 2020, by Sarah Scolari, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Notary Public Signature

Notary Public Seal






NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: 
Title: President
Firm: IDS Group, Inc.
Date: April 17, 2020

**NON-DISCRIMINATION CERTIFICATION**

The undersigned Contractor or corporate officer, during the performance of this contract, certifies as follows:


1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.



PROPOSAL

Space Planning and Architectural Consulting Services
RFP No. 20-040

7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subContractor or Contractor as a result of such direction by the administering agency, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any Contractor of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: 
Title: President
Firm: IDS Group, Inc.
Date: April 17, 2020



Appendix:

Key Personnel Resumes



John Silber, AIA

Project Manager / 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.



Education

- Masters of Architecture, Southern California Institute of Architecture

Professional Credentials

- Professional Architect: CA (#15573)

Professional Affiliations

- American Institute of Architects (AIA)

Relevant Project Experience

- **Alhambra Campus Tenant Improvement Building #2 and #3, Alhambra, CA:** IDS is providing architectural, structural, mechanical engineering (HVAC & plumbing) and electrical engineering for a tenant improvement involving a corporate office and engineering lab in existing buildings. Area of work in building 3 is 3,900 SF, and building 2 is 11,806 SF.

As Principal Architect, John oversaw the project and coordination. The scope of the project includes field verifying existing conditions, construction documents, space consolidation, and renovation, restroom design, and ADA compliance.

- **City of Azusa Light & Water Department, Azusa, CA:** Principal Architect providing architectural design service for the remodeling of the building to improve the safety and security for its employees. Scope of services include reconfiguration of an office supply and equipment storage room into an office with four workstations, ADA upgrades, and interior finishes.
- **City of Irvine Workspace Relocation and Tenant Improvements, Irvine, CA:** Project Manager for the tenant improvement of the expansion and relocation of various departments in the City of Irvine Civic Center. The project primarily focused on the expansion of the existing police department (Public Safety) as a result of recent population growth within the city in the last few years.
- **West Basin Municipal Water District, Donald L. Dear Building, Carson, CA:** Principal Architect. IDS was hired to perform a Preliminary Design Report (P.D.R.) where we would review and evaluate the existing building as well as a preliminary space plan completed in 2015. We were to assess both the existing and the 2015 proposed plan for Architectural, Mechanical, Electrical and Plumbing needs.
- **City of La Palma City Yard Offices, La Palma, CA:** Principal Architect. These facilities were in a worn condition, were a poor match to current space needs, and did not comply with ADA/Accessibility requirements. The floor plan wasted space thanks to inefficient corridor circulation and needless



compartmentalization of workspaces. As Principal Architect, John was responsible for the design team developing the conceptual plans. The new layout simplified the space plan and opened up the space.

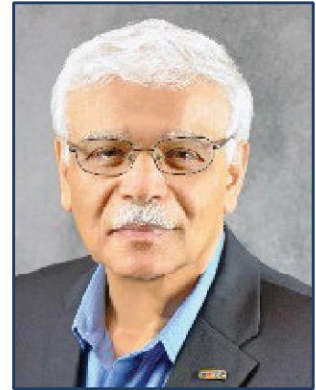
- **Orange County Sheriff's Department (OCSD), Voice Over Internet Protocol Telephone Modernization Project:** Project Manager responsible for providing a condition assessment on existing OCSD facilities for adequately supporting the transformation of existing telephone lines to VOIP, including the planning, design and management of necessary building upgrades in support of the modernization project.
- **CalOptima Tenant Improvements, Orange, CA:** Principal Architect. IDS was retained by the CalOptima to provide architectural and engineering services for tenant improvement and modernization projects for CalOptima's 10-story office building. IDS reviewed documents provided by the CalOptima, conducted a visual inspection of the facilities, developed designs and construction documents for multiple projects, and design for the installation of meeting audio system improvements. Our analysis included detailed baseline Architect's Estimate of Probable Construction Cost (AEPCC). IDS assisted CalOptima with value-engineering decision making in those instances when the AEPCC exceeded budget.
- **Inland Empire Utilities Agency – Sludge Building Locker and Shower Upgrades, Rancho Cucamonga, CA:** IDS was tasked with making improvements to the existing 'Sludge Building' to better suit the needs of the facility. These improvements included making substantial changes in two of the three bays within the 7,185 SF structure. The first bay contained a small breakroom, storage area, workshop, and a dilapidated locker room area. The second bay contained a series of chlorination tanks that were to be removed to allow for addition on-site storage of material
- **City Hall & BTRCC Building Improvements, Rancho Santa Margarita, CA:** Principal Architect for architectural services, property assessment and rehabilitation. Conducted a visual inspection, developed a move management plan, and a "pros-and-cons" assessment for installation of different building systems. Also provided Architect's Estimate of Probable Construction Cost (AESPCC) and provided updates of the Estimate as a part of the 85%, 100% and final deliverables.
- **John Wayne Airport | County of Orange Terminal Improvements Project, Santa Ana, CA:** Principal Architect. The Terminal Improvements Project consists of 31 distinct tasks of physical improvements occurring in and around Terminals A, B, and C. Focus of the work was on Terminals A and B, bringing them to the modern standard established in the nearly-new Terminal C. Project included the creation of bridging documents for improvements to life-safety, which included re-zoning the fire alarm system, redesign and modernization of selected customer dining areas and service counters, complete replacement of the car rental service counter, and design services for the new Flight Information Display Systems (FIDS) and Baggage Information Display Systems (BIDS).
- **Palos Verdes Library Annex Building, Palos Verdes, CA:** At the request of the Palos Library District (the "District") IDS Group has prepare a schematic design for the creation of The Annex 2.0 addition to the Peninsula Center Library (the "Library"). As Principal Architect, John worked with the District to bring their goals to life. The design repurposes 1,919 square foot of the parking deck leaving all existing surround architectural elements intact



Said Hilmy, PhD, SE, LEED AP

Principal Agent

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.



Dr. Hilmy served on the Seismology Committee of the Structural Engineers Association of California, chairing the Building Response Subcommittee. He is involved in research activities with the University of California, Irvine, and University of California, Berkeley. Dr. Hilmy has authored over 50 papers and technical publications dealing with structural systems and building seismic response. He was selected by the National Institute of Building Sciences of Washington, D.C. to contribute to their on-going research work in developing practical tools for the structural design of buildings to resist extreme loadings and blasts.

Dr. Hilmy holds two patents related to an invention of a cost effective seismic dissipation device for building applications. In addition, he has won over 20 'Excellence in Engineering' awards for seismic design from numerous local and national organizations. Recognition included four in 2012 for building seismic designs from the Structural Engineering Association of California (SEAOC) and Southern California (SEAOSC), American Society of Civil Engineers (ASCE), and Orange County Engineering Council (OCEC).

In addition, Dr. Hilmy has been providing aviation engineering since 1990 and has been instrumental in his contribution, serving as Principal, to the **\$543 million Airport Improvement Program** at John Wayne Airport (JWA) in Orange County, California. The project includes one of the largest seismic upgrade efforts ever performed for existing US airports. In fact, his projects for the JWA Airport Improvement Program have been acknowledged with 8 awards, including **"Project of the Year"**.

Education

- Doctorate, Structural Engineering, Cornell University
- Master of Science, Structural Engineering, Cornell University
- Bachelor of Science, Civil Engineering, Cairo University

Professional Credentials

- Professional Structural Engineer: California (#S-3680)
- Professional Civil Engineer: California (#C-43988), Colorado (#0043538), Hawaii (#11386), and Utah (#8541179-2203)
- LEED Accredited Professional

Professional Affiliations

- American Society of Civil Engineers (ASCE)
- Structural Engineering Association of California (SEAOC)
- Structural Engineers Association of Southern California (SEAOSC), Seismology Committee and Building Response Subcommittee



- National Committee on Seismic Effects (NCSE)
- Earthquake Engineering Research Institute (EERI)
- Orange County Engineering Council (OCEC)
- American Concrete Institute (ACI)
- Sigma XI Honorary Society
- Cornell Alumni Association
- Listed in USA Who's Who in Science and Engineering, 1994-1995

Relevant Project Experience

- **Alhambra Campus Tenant Improvement Building #2 and #3, Alhambra, CA:** IDS is providing architectural, structural, mechanical engineering (HVAC & plumbing) and electrical engineering for a tenant improvement involving a corporate office and engineering lab in existing buildings. Area of work in building 3 is 3,900 SF, and building 2 is 11,806 SF.
- **City of Azusa Light & Water Department, Azusa, CA:** IDS provided architectural and engineering design service for the remodeling of the building to improve the safety and security for its employees. Scope of services include reconfiguration of an office supply and equipment storage room into an office with four workstations, ADA upgrades, and interior finishes.
- **City of Irvine Workspace Relocation and Tenant Improvements, Irvine, CA:** Project Principal for the tenant improvement of the expansion and relocation of various departments in the City of Irvine Civic Center. The project primarily focused on the expansion of the existing police department (Public Safety) as a result of recent population growth within the city in the last few years.
- **John Wayne Airport | County of Orange Terminal Improvements Project, Santa Ana, CA:** Principal Architect. The Terminal Improvements Project consists of 31 distinct tasks of physical improvements occurring in and around Terminals A, B, and C. Focus of the work was on Terminals A and B, bringing them to the modern standard established in the nearly-new Terminal C. Project included the creation of bridging documents for improvements to life-safety, which included re-zoning the fire alarm system, redesign and modernization of selected customer dining areas and service counters, complete replacement of the car rental service counter, and design services for the new Flight Information Display Systems (FIDS) and Baggage Information Display Systems (BIDS).
- **CalOptima Tenant Improvements, Orange, CA:** IDS was retained by the CalOptima to provide architectural and engineering services for tenant improvement and modernization projects for CalOptima's 10-story office building. IDS reviewed documents provided by the CalOptima, conducted a visual inspection of the facilities, developed designs and construction documents for multiple projects, and design for the installation of meeting audio system improvements. Our analysis included detailed baseline Architect's Estimate of Probable Construction Cost (AEPCC). IDS assisted CalOptima with value-engineering decision making in those instances when the AEPCC exceeded budget.



Shelley Iger Sivak, RA, LEED AP

Architect / Interiors

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.



The balance of Ms. Sivak's experience ranges from corporate interiors, commercial, institutional, restaurant and food service projects, healthcare, and themed entertainment projects. Shelley has knowledge of all project phases and the ability to carry design intent of the building through to the interior of a project.

Education

- Master of Architecture, California State Polytechnic University, Pomona

Professional Credentials

- Licensed Architect: CA (#C33767)
- LEED Green Associate Accredited Professional

Relevant Project Experience

- **County of Orange Human Resources Consolidation, Orange, CA:** As Project Manager, Ms. Sivak worked with the Agency to consolidate various divisions from separate buildings onto two floors of a single building. These spaces included private and open office areas, reception and restroom areas. Scope of work consist of space planning, interior design, FF&E with cost estimates, design of custom built-in work areas, and construction administration.
- **OCHCA 401 Tustin Campus: Wellness Center, Crisis Residential Center, Education & Training Center, Orange, CA:** Ms. Sivak was the Architect and Interior Designer for OCHCA 401 Tustin Campus. The campus consist of three (3) main buildings and a maintenance building.

The scope-of-work included space planning, expansion, new design, building finishes, design and procurement of custom furniture as well as classroom, conference room and office systems furniture, cost estimating, and construction administration services. In addition, Ms. Sivak coordinated with stakeholders and community members to ensure the goals and objectives of the project was achieved.

- **Memorial Care Technology and Training Center (MTC) Powered by Sirius, Orange, CA:** MTC was created with the vision to use technology as an accelerant to improve patient care, patient outcomes and organizational efficiencies. Clients have the opportunity to experiment and train on the Center's fully integrated computer system and more.

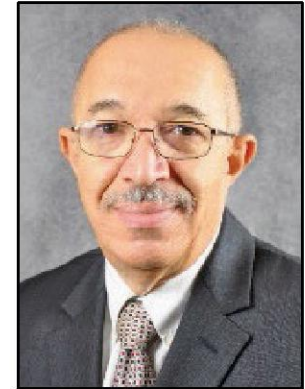
Ms. Sivak was the Project Manager overseeing the design for the tenant improvements. Scope-of-work included space planning, interior design, custom furniture design, switch-glass conference, computer room upgrades, cost estimating, and construction administration.



Faisal Dakhil, BSCE, MSCE

Cost Estimator

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



Education

- Master of Science, Civil Engineering, University of Southern California, Los Angeles, CA
- Bachelor of Science, Civil Engineering, University of Southern California, Los Angeles, CA

Building Evaluation Projects:

Project Name	Agency/ Owner Name	Location	Building Evaluation Cost Estimate Date	Cost Estimate	Project Type / Comments
Rialto Birdsell Park Restroom & Concession Building	City of Rialto Public Works	Rialto, Ca	3/15/2018	260K	Building Evaluation: ADA Deficiencies and Repair
Rialto Fergusson Park Restroom Building 1	City of Rialto Public Works	Rialto, Ca	3/15/2018	240K	Building Evaluation: ADA Deficiencies and Repair
Rialto Fergusson Park Snack Bar & Restroom Building 2	City of Rialto Public Works	Rialto, Ca	3/15/2018	100K	Building Evaluation: ADA Deficiencies and Repair
Rialto Flores Park Restroom	City of Rialto Public Works	Rialto, Ca	3/15/2018	170K	Building Evaluation: ADA Deficiencies and Repair
Rialto Jerry Eaves Park Restroom & Snack Bar Building 1	City of Rialto Public Works	Rialto, Ca	3/15/2018	258K	Building Evaluation: ADA Deficiencies and Repair
Rialto Jerry Eaves Park Restroom Building 2	City of Rialto Public Works	Rialto, Ca	3/15/2018	79K	Building Evaluation: ADA Deficiencies and Repair
Rialto City Park Restroom Building & Concession Bar1	City of Rialto Public Works	Rialto, Ca	3/15/2018	142K	Building Evaluation: ADA Deficiencies and Repair
Rialto City Park Restroom, Concession Kitchen and Press Box Bar Building 2	City of Rialto Public Works	Rialto, Ca	3/15/2018	360	Building Evaluation: ADA Deficiencies and Repair
Rialto Anderson Park Parking and Path of Travel Walkways	City of Rialto Public Works	Rialto, Ca	In Progress	In Progress	Building Evaluation: ADA Deficiencies and Parking lot and Walkways Repair



Robin O'Neil, PE

Electrical Engineer Manager

With over 30 years of Electrical Engineering experience, Mr. O'Neil has acquired a great deal of experience and knowledge in the design of various types of Building Electrical systems including power load analysis, low voltage voice/data, emergency power generation, medium to high voltage, lighting and lighting controls, and power distribution. His vast project experience ranges from industrial facilities, hospitals, government, retail centers, restaurants, fast food chains, and office buildings, to various multifamily housing facilities, recreational buildings, and essential buildings, as well as school modernization and construction.



Education

- Bachelor of Science, Civil Engineering, California State University, Long Beach, CA

Professional Credentials

- Professional Electrical Engineer, California (E18557)

Professional Affiliations

- ASHRAE (Past President, Orange Empire Chapter)

Relevant Project Experience

- **City of Irvine Workspace Relocation and Tenant Improvements, Police Department Locker Room Expansion, Irvine, CA:** 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. The current Civic Center houses many department, including Public Safety, and in order to accommodate the expansion, several departments have been slated to be relocated at a different location.
- **Nixon Presidential Library and Museum, Yorba Linda, CA:** Serving as the Principal-in-Charge, Rob worked with our MEP team to complete the feasibility review of this project and design upgrades to included new duct distribution throughout the renovation area with re-use of the existing air handlers. New digital controls with remote sensors provided optimum climate control for each individual exhibit area. Linear diffusers were implemented to blend in with the architectural exhibit features.
- **IT Server Room Cooling Improvements, Orange County Sanitation District:** Fountain Valley, CA: Rob was Principal-in-Charge for the upgrade of the existing cooling system of the IT Server Room in the Control Center increasing existing cooling capability by replacing existing 1-1/2" chilled water piping with 2-1/2" pipe.
- **Orange County Public Works, Emergency Generator Replacement, Orange County, CA:** As Principal-in-Charge, Rob oversaw the design services for the replacement of existing generators at several sites. IDS will evaluate the existing emergency electrical distribution systems and normal power interface, check the adequacy of the existing equipment, propose new emergency equipment, and make any necessary design changes to the electrical systems to achieve the required connections for capacity of the new generator unit.



Darren B. Smith, PE, BEAP, LEED AP BD+C

Mechanical / Plumbing Project 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.



Education

- Bachelor of Science, Mechanical Engineering Technology, Cal Poly, Pomona

Professional Credentials

- Licensed Mechanical Engineer: California (#M30841)
- LEED: Accredited Professional: Building Design and Construction
- ASHRAE: BEAP (Building Energy Auditing Professional)

Professional Affiliations

- ASHRAE (Past President, Orange Empire Chapter)

Relevant Project Experience

- **William H. Hannon Library; Los Angeles, CA:** \$120 million, 121,000-sf. The facility, which comprises three above-ground floors and a two-story basement. The basement provides storage for nearly 1.2 million volumes with archival grade temperature and humidity control. Space programming also includes more than 80 collaborative study rooms and workstations; a reading room; a café and media lounge; and multi-media spaces. The new facility was designed with a focus on energy efficiency and a small environmental footprint. LEED Gold certified.
- **Amgen Workplace of the Future; Thousand Oaks, CA:** Developed system program requirements and goals for designing Amgen's new office of the future. Assisted design and commissioned completed project.
- **Westin Anaheim Resort; Anaheim, CA:** The convention center resort is a \$25-million Mechanical and Plumbing project for 613-room Hotel. The new four-diamond-level property is slated to open in 2020. Darren led the redesign team for mechanical and plumbing to get the project within budget and improving the energy efficiency of the project to meet the mandated efficiency targets.
- **UC Irvine Strategic Energy Plan:** Review of 4.4 million square feet for energy savings projects. Identification, savings calculation and design. Surpassed savings target of 1.23 million dollars per year. (Design Build) Realized savings of 10,420,599 kWh and 174,275 therms per year in order to earn incentives of more than \$2 million from the investor-owned utilities. Started January 2009 with construction completion in December.



Submitted by:



1 Peters Canyon Road, Suite 130
Irvine, CA 92606

T: 949.387.8500 ▲ www.idsgi.com

25G-53

Fee Proposal



Space Planning and Architectural Consulting Services

RFP No. 20-040

April 20, 2020



Submitted by:



1 Peters Canyon Road, Suite 130
Irvine, CA 92606

T: 949.387.8500 ▲ www.idsgi.com

25G-54

April 20, 2020

City of Santa Ana
Gabriela P. Lomeli, Project Manager
Public Works Agency; M-22
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

SUBJECT: Section 3: Fee Proposal for Space Planning and Architectural Consulting Services. RFP No. 20-040

Dear Ms. Lomeli and Members of the Selection Committee:

IDS Group (IDS) is pleased to submit our Fee Proposal to complement our Technical proposal to provide Space Planning and Architectural Consulting Services in response to the City of Santa Ana's Request for Proposal No. 20-040.

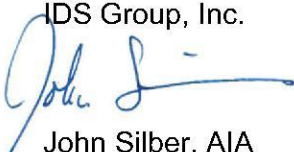
Fees for on-call/as-needed space planning and architectural consulting services are very project-specific and vary widely in complexity and duration. Schedule of delivery is agreed on and all fees associated with the different tasks are approved prior starting work.

In order to determine task-order fees IDS completes the following five steps:

1. The scope of services is broken down by task to be completed.
2. Project team hours to complete tasks are budgeted by team member category.
3. Hourly billing rates by team member category are multiplied by the budgeted hours to arrive at a cost per task.
4. Sums are subtotal by project phase and then the subtotals by phase are added to arrive at the total fee.
5. A budget for reimbursable expenses will be developed and included in the fee proposal as a "not to exceed" sum. Billing for reimbursable expenses during the course of the project will comply with the terms of the standard agreement provided from the City of Santa Ana.

Please feel free to contact John Silber, AIA, if you have any questions or concerns relating to our Fee Proposal.

Sincerely,
IDS Group, Inc.

A handwritten signature in blue ink, appearing to read "John Silber".

John Silber, AIA
Principal Architect

**IDS Group, Inc.
2020 Rate Sheet**

Title – Association	Hourly Rate
Principal	\$190
Associate Principal	\$178
Senior Project Manager Associate	\$168
Project Manager	\$157
Senior Architect or Engineer	\$146
Senior Cost Estimator	\$135
Project Architect or Engineer	\$135
Designer Architect or Engineer	\$120
Engineering Designer - BIM	\$105
Two Man Survey Crew	\$250
Architectural Job Captain Designer	\$100
CAD Drafting Engineer Architect	\$90
Office Administration	\$55

Expenses such as, but not limited to, plan check fees, permits, inspections, testing services, title company fees, special delivery charges, plotting/ presentation boards, maps, aerial photographs, and reprographics/ illustrations that may be required for community or other stakeholder presentation, shall be billed to the owner at direct cost plus 5%.



Submitted by:



1 Peters Canyon Road, Suite 130
Irvine, CA 92606

T: 949.387.8500 ▲ www.idsgi.com

25G-57

**AGREEMENT TO PROVIDE ON-CALL SPACE PLANNING AND
ARCHITECTURAL CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this 17th day of November, 2020 by and between Westgroup Designs, Inc. ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On March 30, 2020, the City issued Request for Proposal No. 20-040, by which it sought qualified consultants to provide on-call space planning and architectural consulting services for the City's Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 20-040.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City's sole discretion, Consultant shall perform the services described in the scope of work that was included in RFP No. 20-040, which is attached as Exhibit A, and as more specifically delineated in Consultant's proposal, which is attached as Exhibit B and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Consultant is one of ten (10) consultants selected to provide services on an on-call basis under RFP No. 20-040. The total annual compensation for these services provided by all such consultants selected under RFP No. 20-040 shall not exceed the shared aggregate amount of \$300,000 during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures.

Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on November 16, 2023, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONSULTANT

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all

Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subconsultants, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
 - (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.

- (iii) Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect, by Consultant, without thirty (30) days prior written notice to the City.
 - (iv) Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, Consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
 City of Santa Ana

20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: (714) 647-6956

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Consultant: Westgroup Designs, Inc.
19520 Jamboree Road, Suite 100
Irvine, CA 92612

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Consultants retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of

Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT

By: John M. Funk
JOHN M. FUNK
Sr. Assistant City Attorney

PariSima Hassani
Name: PariSima Hassani
Title: CEO + Managing Principal

RECOMMENDED FOR APPROVAL

NABIL SABA, PE
Executive Director
Public Works Agency



fee
proposal

25G-66

FEE PROPOSAL



WD Standard Hourly Fee Schedule

Position	Hourly Rate
Principal, Director	\$220 - \$260
Project Manager	\$150 - \$180
Project Designer, Project Architect, Interior Designer, Planner, Specifications Writer, QA/QC	\$125 - \$140
Project Staff	\$85 - \$115
Administrative Support	\$85

25G-67

EXHIBIT A

Appendix ATTACHMENT 1 SCOPE OF WORK

CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR SPACE PLANNING AND ARCHITECTURAL SERVICES RFP NO.: 20-040

Introduction and Background:

The City of Santa Ana intends to retain Space Planning and Architectural Services on an as-needed or “on-call” basis. A Professional Services Agreement will be entered into with several of the qualified firms/consultant(s) to provide space planning and architectural services for a variety of projects on an on-call basis. Areas of responsibility shall include architectural, space planning, structural, construction management, mechanical and electrical engineering, ADA survey, and move management services. On an on-call, as-needed basis, the selected firm(s) may be asked to provide professional services on specific, project-by-project basis, based on an agreed-upon scope of services and fees. All proposals, plans, drawings, specifications, estimates, grant applications, and/or studies will be subject to the final approval and satisfaction of the City of Santa Ana.

The architects and engineers in the firm must be licensed and legally qualified in the State of California to practice the work for which consideration is requested. Selected firm(s) shall have the necessary qualifications and experience to provide space-planning, architectural, and engineering consulting services to the City. Services may involve all or some of the phases of project development and shall include, but not necessarily be limited to, the following activities:

Site Analysis

Perform site analysis during initial design work. This may include site visits, photographs, analysis of existing space(s), meetings with various City departments to discuss specific space requirements.

Conceptual Layouts/Space Planning

Prepare alternative preliminary space layouts, including engineering details and engineering calculations, and estimates of probable costs for each alternative. Present information to the City along with a written response of the advantages and disadvantages of each alternative plan taking into consideration operational, programmatic, adjacency needs and appropriate design standards.

Permits/City Approvals (City as regulatory agency)

Assist City departments in obtaining entitlements, permits and other City approvals, as required.

Architectural, Interior Design, and Engineering Services

Provide architectural, structural, mechanical and electrical engineering services and cost

estimating services during the schematic design, design development and construction document phases. Work products shall include engineering details, engineering calculations, architectural plans, and elevations, material specifications, cost estimate, and final plans and specifications. Prior to acceptance of design, Consultant is to prepare a summary report detailing the effort of utility coordination, IT coordination, and due diligence for the City's review and acceptance. Third-party cost estimate and constructability review may be included in the design effort at the City's request.

- 1. Schematic Design:** Develop schematic design site plan drawings illustrating the scale and relationship of project components.
- 2. Design Development:** Prepare design development package consisting of:
 - a) Drawings and other documents that outline repairs or solutions and describe the size and character of the project with respect to architectural, interior, structural, mechanical and electrical systems
 - b) Materials and samples
 - c) Other required elements based on the approved schematic design documents. Designs must comply with the current Building codes and any other City requirements. Additional site visits and coordination with City departments will be required to ensure that design development meets the department's needs.
- 3. Construction Documents:** Prepare construction documents consisting of plans and specifications, calculations, and cost estimates setting forth in detail the requirements for the construction of the project based on the approved schematic design and design development documents. The construction documents will include, but not limited to: plans, details, and specifications for structural, electrical, mechanical, plumbing, ADA requirements, parking, and landscaping; all fully coordinated with the architectural design. Plans should include recommendations for green building standards and sustainable development to reduce costs, improve the health of building occupants, and reduce the negative impacts to the environment. A refined cost estimate based on the final construction documents shall also be prepared. There shall be no additional costs due to revisions of the drawings to bring the design up to code compliance.

Assist the City departments in obtaining reviews and approvals from applicable public agencies for design reviews, plan checks, and permits.

Assist the City in obtaining all required permits, reports, and other information to bid the project. The City will pay all permit fees.

The Consultant shall be required to provide continued communication and feedback with various City personnel throughout the process to provide a cost-effective and quality design that meets the needs of the client department(s).

Post Design Services

At the City's sole discretion, assist the City Department(s) with the following services.

- 1. Bidding**
 - a) Preparing bid documents and packages
 - b) Answering bidder's questions

- c) Scheduling and attending pre-bid conferences and job/site walks
- d) Preparing bid addenda
- e) Preparing bid analyses and reviewing and responding to bidders' submittals, such as shop drawings, product data, samples and proposed equivalent products and materials.

2. Construction and Construction Management

- a) Prepare "as-built" drawings, in current CAD format, as required
- b) Visit construction site as needed to monitor quality of the work and resolve construction issues.
- c) Assist engineer, consultant and inspector with interpretation of the following:
 - Plans and specifications
 - Analysis of change conditions
 - Development of corrective actions
 - Review of shop drawings and other submittals
 - Review, negotiation and preparation of change orders
- d) Manage the construction phase and coordinate construction meetings to ensure the project is completed on time and within budget.
 - Provide weekly estimates of percent of work completed
 - Approve vendor invoices for submittal to the City.

Move Management Services

At the City's sole discretion, assist the City Department(s) with the following services.

- Survey all existing items to relocate.
- Meet with client and the client's furniture vendor to verify the placement of all items for move.
- Third party/peer review of architectural plan(s).
- Prepare move plans to show numbering system for ease of labeling boxes and items to move.
- Prepare "move in" sketches for mover use, showing office and common area layouts.
- Coordinate with the City's Telecommunication Services and instruct staff in preparing for the move.
- Coordinate and closely supervise move labor.
- Be responsible for all post-move follow-up.

Special Services

- Complete the State of California ADA surveys.
- Provide value engineering services upon request.
- Complete LEED Certification documentation upon request.

Plans and Documents

All plans and other documents prepared by the Consultant on behalf of the City shall become sole property of the City. All documents and files must comply with current requirements set forth by the various entities for record retention.

Fee Proposal:

In addition to Section III.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be structured as follows:

The fee proposal shall include the firm's standard hourly fee schedule, and/or project fee schedule where applicable and as outlined in this document. A list of all positions and hourly rates required to perform the services described herein. A more detailed scope of work will be provided when/if a specific project proposal is requested of a consultant.

Other Terms and Conditions:

1. The project will be implemented in compliance with the City of Santa Ana's policies, as well as Prevailing Wages and State/Federal Requirements.
2. The City regards the inclusion of California based designs, engineering, and construction professionals, facilities, and services as part of the Team to be highly desirable, but not mandatory.
3. The City reserves the right to amend this Request for Proposal by addendum prior to the final dates of submission.
4. All reports, proposals, or other data or materials which are submitted shall become the sole property of the City of Santa Ana with the exception of the confidential Financial Capacity information and sealed fee proposals which will be returned to all proposers after award of contract to the selected Proposer.
5. All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of this project.
6. The City has an affirmative action program. The purpose of the affirmative action program is to encourage certified minority business enterprises and women business enterprises. All submitting firms must have established affirmative action programs approvable by the City. During the RFP stage, all firms will need to complete a "Certification of Non-Discrimination by Contractors" for each firm on their team.

EXHIBIT B



Space Planning & Architectural Services RFP No. 20-040



2:00 PM ON APRIL 20, 2020
westgroup designs

25G-72



table of contents

Table of Contents

1. Statement of Qualifications

- a. Cover Letter
- b. Contract Agreement Statement
- c. Firm & Team Experience
- d. Understanding of Need
- e. Relevant Project Experience
- f. References

2. Scope of Services & Schedule

3. Fee Proposal (uploaded separately)

4. Certifications

Attachment 3-1: Non-Collusion Affidavit

Attachment 3-2: Non-Lobbying Certification

Attachment 3-1: Non-Discrimination Certification



statement of qualifications

“

Building a relationship with you was a delight. Extraordinary people like you visualize the impossible and see it as possible. Your commitment to seeing this project to fruition reached that deep well where passion lives, where creative ideas came to life. Your enthusiasm gave inspiration, motivation and creativity to this project.

- Jed Marcus, Vice President,
Professional Hospital Supply

25G-75



Section 1

Frank Bland Sheriff's Training Center, San Bernardino, CA

25G-76

**We Design.
We Deliver.
We Drive Change.**

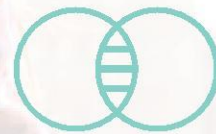
westgroup designs

our services



ARCHITECTURE

Facility Assessment and Analysis | Feasibility Analysis |
Programming | Schematic Design | Design Development |
Construction Documents | Bidding Support and Evaluation
| Construction Administration | LEED Administration | Post-
Occupancy Evaluation | BIM



PLANNING

Comprehensive Land Use Planning | Academic and Institutional
Master Planning | Corporate Campus Planning | Urban Design |
Zoning and Regulatory Analysis | Entitlement Processing | Facility
Planning



INTERIOR DESIGN

Facility Standards | Facility Assessment and Analysis | Pre-Lease
Analysis and Test Fit Analysis | Feasibility Analysis | Programming
| Schematic Design | Design Development | Furniture Selection &
Specification | Art Selection | Construction Documents | Bidding
Support and Evaluation | Construction Administration | LEED
Administration | Post-Occupancy Evaluation | BIM



BRANDING

Wayfinding & Signage | Environmental Graphics
| Art Selection | Enhancing your brand through
Architectural & Interior Design details.

25G-77

April 20, 2020

City of Santa Ana
Attn.: Gabriela P. Lomeli
Public Works Agency; M-22
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

RE: Space Planning & Architectural Consulting Services RFP No. 20-040

Dear Ms. Lomeli and Members of the Selection Committee:

Westgroup Designs (WD) is excited to present our response to your Request for Qualifications and welcomes the opportunity of working with the City of Santa Ana. We are confident that we possess the depth and breadth of experience required to assist you in achieving your Space Planning and Architectural Consulting Services goals. Founded in Irvine in 1989, **WD is a local, woman-owned business that has delivered over 1,080 projects in Southern California.** Aspects of our practice that are relevant to your objectives include:

Public and Institutional Expertise: For more than 31 years, WD has served a spectrum of public clients, including state agencies, county agencies, and local municipalities. **Our experience encompasses a vast number of projects, ranging from space planning / tenant improvements and renovations to new buildings and large-scale master planning.** Some of our most enduring public client relationships include Long Beach USD (23 years), the City of Downey (22 years), County of Riverside (20 years), City of Irvine (17 years), and Santa Ana USD (15 years).

Extensive On-Call/Task Order Experience: Projects for on-call clients have been a significant portion of our work over the last 31 years. **We are presently working with 18 public clients as their on-call architect.** Our "rapid-response", on-call experience profoundly influences how we partner with all our clients: we listen with a laser focus to understand your needs; we deploy our resources with great agility, versatility, and timeliness, anticipating unforeseen conditions; we are code experts; our project management and documentation capabilities are honed by multiple governmental agencies for much of our work; we offer deep experience with a wide range of technical consultants; and we consistently deliver results that exceed expectations.

Commitment to Quality: Quality management is our highest priority and a part of the leadership culture transmitted to all within the firm for every phase of our projects. Our objectives are to be sensitive and responsive to our client's concerns, to develop functional programs, to balance priorities, to conform to your budget, and to successfully integrate infrastructure and building systems. Our success is demonstrated by **our change order history, averaging less than three percent (3%) in cost growth.**

Our team is ready to begin working on your projects immediately. Westgroup is different from most architecture firms in that our Principals listen to your needs and stay involved throughout the life of the project. We firmly believe in continuity of the team to ensure that we deliver on the original design intent, on time and on budget. We look forward to presenting our team in person to further demonstrate our experience and collaborative culture. We acknowledge receipt of Addendum #1 and Addendum #2.

Respectfully,

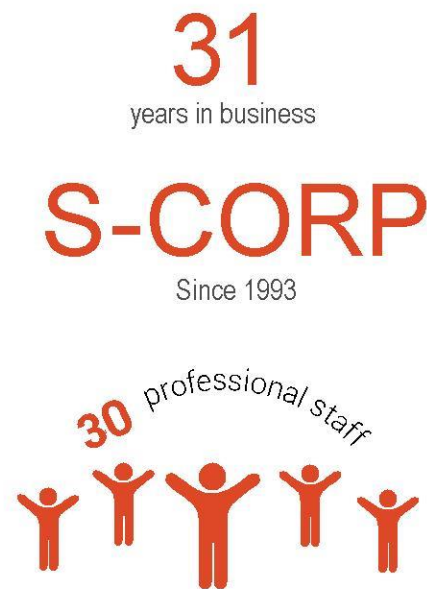


Authorized Person:

PariSima Hassani, Assoc. AIA, IIDA, CID, NCIDQ
CEO + Managing Principal
parisimah@westgroupdesigns.com
949.250.0880 ext. 112

We Design. We Deliver. We Drive Change.

Westgroup Designs confirms our concurrence with any and all provisions as contained in the Agreement attached in Attachment 2 in the Appendix.



top
4
Best Places To Work
Orange County Business Journal 2017

77%
Staff - Licensed and Certified in
Architectural, Interior Design or LEED
Accredited.

1,192+
Projects to date

\$512m+
in Construction in the
last 5 years

ZERO
Claims & Litigation

Westgroup Designs (WD) is a woman-owned, business enterprise offering comprehensive Planning, Architecture, Interior Design and Branding services.

Our 31-year history of successfully programming, planning, designing and constructing civic, institutional, commercial, and educational facilities contributes to our ability to assist you in realizing your project goals. With a staff of 30, Westgroup Designs has accomplished architects, designers, planners and consultants to dedicate to you and your project.

Founded in Irvine in 1989, WD has delivered over 1,000 projects in Southern California, including 31 years of planning, design and architectural services. Civic facilities comprise 70% of our firm's work. In the last five years, we have delivered projects totaling over \$512M in construction value and currently have ongoing projects totaling \$237M. WD takes great pride in our collaborative ethos, our design sensitivity, and our rigorous QA/QC process that has resulted in our litigation-free record.

Civic facilities comprise a large percentage of our firm's work, so all professional staff in our 30-person office are experienced in and actively work on civic projects.

Experience can't be underestimated in the ability to lead multiple, diverse civic projects in an on-call contract. Our core management and design teams are staffed by senior-level professionals (20-40 years of experience each) who will leverage lessons learned to foresee challenges and guide projects toward successful outcomes. They are committed to active leadership and participation on all of our civic projects regardless of size or scope. Our QA program is led by our Director of Production, Craig Whitridge, AIA, who brings 35+ years of architectural production expertise on public facilities. Craig assures that all documentation is consistent and presented in a logical and clearly understandable manner. He is supported by experienced technical staff who lead production on our civic projects.

WD offers strength and stability, and we are ready to begin working for you immediately.

At

WESTGROUP DESIGNS,

WE MAKE
SURE THAT

YOUR VISION

drives every single thing we do.

YOUR PARTNER IN YOUR VISION

Westgroup Designs is dedicated to serving you on a foundation of honesty and trust. Ego does not belong in collaboration and we are united with you to achieve the best for your project. Our investment in your projects goes way beyond the hours we spend on them and we make it our business to advise and guide you through every step of the process.

Our approach to your project is based on four fundamental elements, intended to ensure interaction among the various team members

and stakeholders. Together they are the means for achieving a meaningful program and creative design:

- An interdisciplinary core team of senior professionals
- Commitment to a collaborative process among the design professionals and all constituencies
- An on-site workshop format for programming, concept development and design
- Continuity of the core team over the life of your project from programming through design and construction

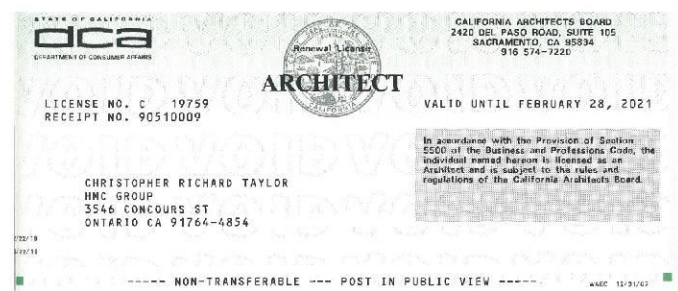
introduction lead project manager | point of contact



Chris Taylor, AIA,
LEED AP BD+C, DBIA

PROJECT ROLE

As Lead Project Manager, Chris is the client primary point-of-contact and is responsible for overseeing all project teams. He is responsible for managing all phases of the project, from programming and design to documentation and construction administration. In addition, Chris will act as the liaison with relevant review entities/agencies that have jurisdiction over the project.



Chris has a valid and active license to practice in California, and has over 30 years of experience performing similar services. He will be responsible for the delivery of the services in accordance with the established Scope of Services.



Chris Taylor,

AIA, LEED AP BD+C, DBIA

lead project manager / point of contact

Chris's 30+ year career as a licensed architect has provided him with a breadth of expertise, leading large projects including hundreds of education, government workplace, public safety and training facilities, and other civic facilities. He has a knack for understanding client needs and foreseeing all challenges and opportunities before guiding the client through the best possible solutions for their project. He creates a collaborative team environment and encourages all team members—client, stakeholders, contractors, engineers, and trades partners—to contribute to an open and honest discussion. He ensures the team is having fun while delivering an amazing project for the client. Chris is a hands-on principal with a mastery of planning, budgeting, and scheduling large complex projects which result in the the right solution for our clients.

REGISTRATIONS & LICENSES

Licensed Architect, California
(C19759)

Designated Design-build Professional
(DBIA)

LEED Accredited Professional
Building Design and Construction
(LEED AP BD+C)

EDUCATION

Bachelor of Architecture
CalPoly Pomona, California

PROFESSIONAL AFFILIATIONS

Member, American Institute of
Architects

Member, Construction Management
Association, Southern California
Chapter

Awards Committee Member, DBIA
Western Pacific Region

Board Member, YMCA West End

Former Board Member, Chaffey
Community College District
Foundation

SELECT EXPERIENCE

County of LA Department of Public Works, Alhambra, CA

- Developed a plan to remodel the **300,000 sf** headquarters including the basement, a campus parking master plan and a new wellness garden
- Library Renovation

Eastern Municipal Water District, Perris, CA

- Master Plan Tenant Improvement **200,000 sf** District Corporate office and maintenance areas

Mono County and the Town of Mammoth Lakes, Mammoth, CA

- Developed bridging documents for a new civic center in Mammoth. Civic center under construction.

County of San Diego North Coastal Live Well Health Center
Oceanside, CA - **ZNE and LEED Platinum Design Build**

LA County Development Authority - Liberty Community Plaza

Rancho Cucamonga Fire Protection District - All Risk Training
Center, \$23M, completed in 2018

City of Oxnard - Fire Station, **Design Build**

County of San Diego - Women's Detention and Reentry
Facility

30+

Years of Experience Design
and Leadership of Civic &
Public Works Projects

7+

Awards

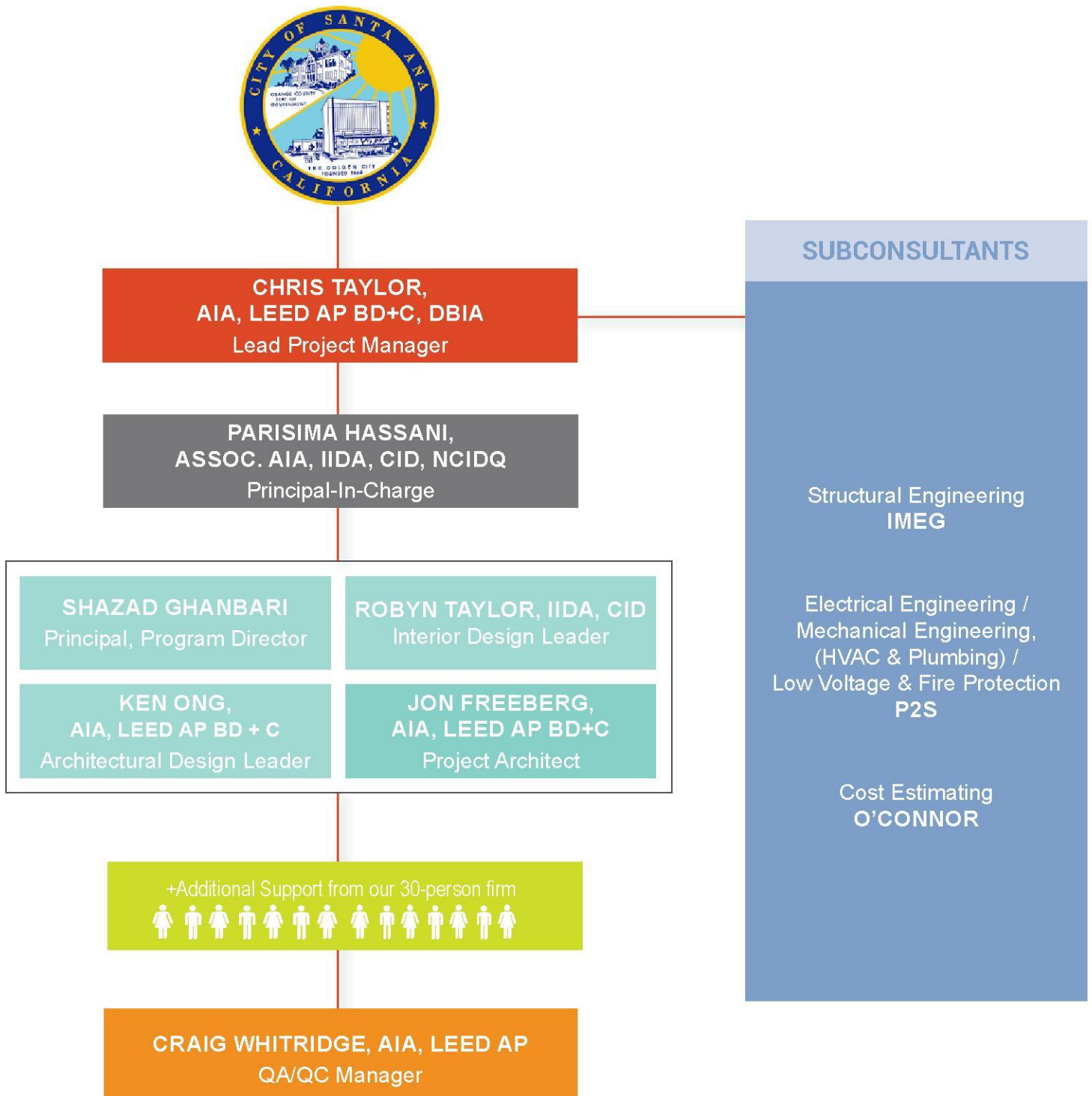
25G-81



organizational chart

When you select Westgroup Designs, you can be confident that our proposed individuals are committed to you for the duration of your projects.

Westgroup's strength is in our team's extensive knowledge of facility/planning & design and the personal attention that you will receive from our team. Our professionals are committed to your project from initial planning to occupancy and closeout.





Sima Hassani,
ASSOC. AIA, IIDA, CID

principal-in-charge

As Principal-In-Charge of Westgroup Designs, Sima brings over 30 years of experience in the practice of both public and private architecture and interior design. She has taken the lead in various conferences regarding the use of public-space, work-space, learning and healing-space. She will be responsible for the development of the project design in collaboration with you. Sima will ensure that all necessary expertise is available to successfully complete your project on time and within budget. She has received significant professional recognition and awards for her work and has been published in industry and design journals.

REGISTRATIONS & LICENSES

Certified Interior Designer - CID
#6818
NCIDQ #012063

EDUCATION

Bachelor of Architecture,
Kansas State University

Bachelor of Art & Science,
University of Houston

Campus Design, Harvard Graduate
School of Design

PROFESSIONAL AFFILIATIONS

U.S. Green Building Council |
International Interior Design
Association | Art Institute Advisory
Board

SELECT EXPERIENCE

County of Orange

- Office Building Renovation, Westminster, CA
- Orange County Assessor's Office Tenant Improvements
- Heritage Park Library Remodel, Irvine, CA
- Health Care Agency Office Tenant Improvements, Santa Ana, CA
- Real Estate Development Group Office Tenant Improvement, Santa Ana, CA
- Homeless Shelter Renovation, Santa Ana, CA

City of Compton - Compton Community Center

City of Downey - Downey Aviation Museum & Community Center

City of Long Beach - Airport Administrative Offices

City of Lynwood - Lynwood City Hall, Civic Center & Children's Center

Google OC Headquarters, Irvine, CA

- **140,000 sf** new 4-story LEED Platinum office building

City of Tustin - Urban Development Planning

City of Riverside - Indio Law Building - **90,400 sf** new construction

30+

Years of Experience of Civic
& Public Works Projects

TOP 4

Best Places to Work
OCBJ

25G-83





Shazad Ghanbari,
PH.D., AIA INT.

principal, program director

As Program Director, Shazad plays an instrumental role in challenging the performance potential of Westgroup Designs, focusing on the strategies and policies that drive our success. Shazad ensures each design study and solution maximizes the value of various forms, systems and materials. His vast experience working with both public and private clients allows him to exceed performance expectations, all the while remaining sensitive to context, culture, climate, budget and schedule. As a former faculty member at the University of Pescara, Shazad offers the perspective of an owner/user to all educational planning and design projects.

REGISTRATIONS & LICENSES

ODPI PE 740

EDUCATION

Ph.D. in Architecture,
Polytechnic University of Milan
Campus Design, Harvard Graduate
School of Design

PROFESSIONAL AFFILIATIONS

Former Professor, School of
Architecture, Pescara University
| American Institute of Architects
International | AIA Board of Directors
2002-06, Orange County Chapter



SELECT EXPERIENCE

City of Santa Ana

- Wilshire HeadStart School
- Children's Center

City of Irvine

- Greak Park, Hangar 244
- Train Station Office Tenant Improvements & ADA Upgrades

City of Carson - Carson Transit Center

City of Compton - Compton Community Center

City of Corona - Corona Health Center Office Building

City of Downey

- Downey Aviation Museum & Community Center
- Master Planning & Design of New Downey Fire Stations #1-#4

City of La Puente - Gymnasium

Google OC Headquarters, Irvine, CA

- 140,000 sf new 4-story LEED Platinum office building

County of San Bernardino

- Frank Bland Regional Training Center

25+

Years of Experience of Civic
& Public Works Projects

257+

Civic Projects to date

25G-84



Kenneth Ong,
AIA, LEED AP BD + C

architectural design leader

As Westgroup's Director of Design, Kenneth brings over two decades of professional experience as well as an impressive body of work, which includes international high-rise projects as well as mixed-use retail, commercial office and academic buildings. In every project, Kenneth strives to provide thoughtful and sound design solutions that remain attentive and responsive to the client, context and end-users. Kenneth's projects have won numerous awards from the American Institute of Architects, Urban Land Institute, PCBC Gold Nugget, National Trust for Historic Preservation, Coalition for Adequate School Housing and Savings by Design.

REGISTRATIONS & LICENSES

Licensed Architect - CA #C32255

EDUCATION

Bachelor of Architecture, Cornell University

PROFESSIONAL AFFILIATIONS

American Institute of Architects |
LEED Accredited Professional

*Professional experience while at a previous firm.

SELECT EXPERIENCE

City of Long Beach

- Looff Cupola Reuse Urban Study
- Rainbow Lagoon Visioning Study
- Historic Blue Car Reuse Study
- Belmont Pier Visioning Study

City of Downey

- Master Planning & Design of New Downey Fire Stations #1-#4

City of Tustin

- Urban Development Planning

County of San Bernardino

- Frank Bland Regional Training Center

Orange County Public Works

- Heritage Park Library Remodel, Irvine, CA

Homeless Shelter Renovation, Santa Ana, CA

Google OC Headquarters, Irvine, CA

- 140,000 sf new 4-story LEED Platinum office building

Turner Development Corp.

- Riverwalk Phase V, 200,000 sf, two 4-story buildings, Riverside, CA*



25

Years experience in
civic & public works

15

Civic projects in the last
5 years

25G-85





Robyn Taylor,
IIDA, CID

interior design leader

A Certified Interior Designer with 30 years of experience in the commercial design industry, Robyn is regarded as an expert in the delivery of transformational experiences for corporate environments, which promote high-performance, clear branding, efficiency, optimal function and clear communication. She incorporates solid design and organizational strategy, guiding key decision makers toward solutions for their most challenging business drivers, with a focus on listening and understanding. This ensures that the approach, direction and follow through are all in alignment. Inventive and inspiring, Robyn explores all opportunities to provide value, each project referencing the mutual vision shared with her client and leveraging her experiences and proven thought leadership.

REGISTRATIONS & LICENSES

Certified Interior Designer - CID
#2832

EDUCATION

Bachelor of Fine Arts,
California State University, Long
Beach

PROFESSIONAL AFFILIATIONS

President & Chapter of the Year
Recipient, 2015-2016
International Interior Design
Association, Southern California



SELECT EXPERIENCE

Alignment Healthcare Headquarters, Orange, CA

- **110,000 sf** tenant improvement of five floors

Irvine Company Office Properties, Irvine, CA

- Airport Business Center - **150,000 sf** tenant improvement

Best Software technology firm* – **85,000 sf** tenant improvement
County of Riverside

- Mead Valley Library, Riverside, CA

Ketchum Health

- Ketchum Health MOB **110,000 sf** TI

Google OC Headquarters, Irvine, CA

- **140,000 sf** new 4-story LEED Platinum office building

Panasonic Avionics, Lake Forest, CA

- Tenant improvements in seven buildings on campus, including corporate cafeteria, support+amenity spaces, and main lobbies.

Christie Digital, Cypress, CA

- Headquarters - 75,000 sf tenant improvement and remodel of headquarters on two floors.

30+

Years of Experience Design
and Leadership of Civic
Projects

26

Years working collaboratively in the
stakeholder triad: tenant, architect
and landlord.

25G-86



Jon Freeberg,
AIA, LEED AP BD+C

project architect

Jon contributes heavily to initial design concepts and development as well as implementation of the design intent throughout the life of the project. Committed to keeping sustainability goals in mind from day one, Jon works collaboratively with consultants from all trades and coordinates major projects. His commitment to modern, sustainable practices and all aspects within the design and construction process allows him to effectively manage project disciplines and build productive relationships with contractors to ensure project success.

REGISTRATIONS & LICENSES

Licensed Architect - CA #C38190

EDUCATION

Bachelor of Architecture
California Polytechnic State
University, San Luis Obispo

PROFESSIONAL AFFILIATIONS

LEED Accredited Professional



SELECT EXPERIENCE

Google OC Headquarters, Irvine, CA

- 140,000 sf new 4-story LEED Platinum office building

Alignment Healthcare Headquarters, Orange, CA

- 110,000 sf tenant improvement of five floors

Irvine Company Office Properties, Irvine, CA

- Airport Business Center - 150,000 sf tenant improvement

Emerald Expositions

- Headquarters, Culver City

County of Riverside

- County of Riverside Administration Building, Remodeling of 6 Floors, Riverside, CA

Hines

- Canyon Corporate Center, Anaheim, CA - 155,000 sf renovation of two-story office building

Panasonic Avionics, Lake Forest, CA

- Tenant improvements in seven buildings on campus, including corporate cafeteria, support+amenity spaces, and main lobbies.

Ketchum Health

- Ketchum Health MOB 110,000 sf TI

BIM

Expertise & Management for
past 5 years

LEED

Administration for Google OC Headquarters, 1st multi-story ground
up commercial office building, 2015, LEED Platinum in Southern
California.

25G-87





Craig Whitridge,
AIA, LEED AP

qa/qc manager

Craig has over 35 years of experience in the field of architecture and has worked on various projects in both public and private sectors. Craig pays close attention to the project's progress in regard to time, cost and quality and ensures the client's expectations are understood and implemented. Craig knows that for long lasting integrity of a space, each and every material and system must be properly selected and detailed. His dedication to quality and attention to detail has earned him praise from building owners and operators on many projects.

As Quality Manager, Craig is responsible for assuring the quality and consistency of architectural documentation and implementing Quality Management protocols at every phase of the project.

REGISTRATIONS & LICENSES

Licensed Architect - CA# C23230

EDUCATION

Bachelor of Architecture
University of New Mexico

Architectural License C23230

PROFESSIONAL AFFILIATIONS

American Institute of Architects

LEED Accredited Professional



SELECT EXPERIENCE

Orange County Public Works

- Homeless Shelter, Bridges at Kraemar Place, Anaheim, CA
- Healthcare Agency Office Feasibility Study & Improvements
- OC Assessor Dept. Office Improvements, Santa Ana, CA
- Real Estate Offices, Media Room Renovation, Santa Ana, CA
- HR Office Renovation, Santa Ana, CA

City of Downey

- Fire Stations #1 - 4, Downey, CA
- Downey Civic Center Improvements

Google/Dorn Platz Properties

- Google Orange County Headquarters

City of Long Beach

- Looff Cupola Reuse Study; Blue Car Reuse Study; Rainbow Lagoon Visioning and Belmont Pier Visioning

City of Tustin

- Urban Development Planning

35+

Years of expertise of
Civic Facilities

LEED

QC for Google OC Headquarters, 1st multi-story ground up commercial office building to achieve LEED Platinum in Southern California.

25G-88

subconsultant resumes



Edwin Najarian,
PE, SE

senior structural engineer

Edwin's vast experience includes the design and analysis of various structures with an emphasis on reinforced concrete, post-tension concrete, steel, tilt-up, masonry structures, and special foundations. Edwin has been the structural principal-in-charge/project manager on multiple million-dollar municipal projects in California including new hospitals MOBs, laboratories, and central plants. He has also provided structural engineering expertise to ancillary department remodel, equipment installation and campus-wide renovation projects.

EDUCATION

Tehran University, Iran, Tehran,
BS Structural Engineering

REGISTRATIONS

Professional Structural Engineer
California (S5145)

Professional Civil Engineer California
(C63698)

AFFILIATIONS

Structural Engineers Association
of Southern CA (SEAOSC)

American Concrete Institute (ACI)

American Institute of Steel
Construction (AISC)

Lean Construction Institute
(LCI) Committee Member



SELECT EXPERIENCE

County of Los Angeles, CA

- Department of Water and Power, 10MW Adelanto Solar Power Plant

City of Los Angeles, CA

- On Call Services, Community Redevelopment Agency
- North Valley Police Station, New Parking Structure
- New 500,000-sf Police Headquarters Building. LEED Gold: \$450M
- 15,000-sf New Pico/Union Fire Station (#13): \$3.5M

City of Pasadena, CA

- Evaluation and Seismic Retrofit of Multiple City Fire Stations; 65,000-sf New Ice Rink: \$3M

Los Angeles Superior Court District, Long Beach, CA

- 545,000-sf New Governor George Deukmejian Courthouse, Independent
- Building Expert Services (IBE): \$490M

State of California, Division of State Architects (DSA)

- As-Needed Structural Engineering Review

State of California, Office of Statewide Health Planning and Development (OSHPD)

- As-Needed Structural Engineering Review

Saif Haroon,
Ph.D., PE

structural project manager

Saif brings over 14 years of professional experience including design and construction of new buildings and seismic rehabilitation of existing buildings. He has extensive experience in designing a wide variety of structures including, residential, institutional, healthcare and commercial structures. Saif is also well experienced in the design of steel, masonry and concrete structures. His project specific involvement includes conducting visual observations of existing buildings, reviewing as-built documents, preparing structural drawings and calculations, as well as conducting construction observation. Saif has authored various publications with expertise in concrete properties and fiber reinforced concrete.

SELECT EXPERIENCE

Pomona Valley Hospital Medical Center, Pomona, CA

- 20,000-sf Acute Care Unit to Outpatient Care Conversion
- 55,000-sf New Robert and Beverly Lewis Outpatient Pavilion

County of Los Angeles, Rancho Los Amigos Rehabilitation Center, Downey, CA

- Phase 1: 225,000-sf Campus Renovation
- 61,133-sf Addition
- 114,610-sf New Ambulatory Care Building
- 12,370-sf New Wellness and Aquatic Center
- 13,332-sf New Warehouse
- 22,568-sf Inpatient Center Expansion
- Phase 2: 42-Acre Campus-Wide Due Diligence
- Demolition of Buildings 100, 500, 600 and 900
- 64,804-sf Harriman Building Renovation
- 49,221-sf Support Services Building Renovation

University of Southern California, Los Angeles, CA

- 110,000-sf New Norris Healthcare Center

EDUCATION

Ph.D. Civil Engineering
Florida State University, Tallahassee

M.Sc. Civil Engineering
Bangladesh University of Engineering
and
Technology, Dhaka, Bangladesh

B.Sc. Civil Engineering
Bangladesh University of Engineering
and Technology, Dhaka, Bangladesh





Sevan Bejanian, PE

structural engineer

Sevan's experience includes design of various types of structures and has been involved with all states of projects. His project specific involvement includes conducting visual observations of existing buildings, reviewing as-built documents, preparing structural drawings and calculations, as well as conducting construction observation. Moreover, he is also involved in the design and development of new buildings, as well as building modifications and equipment anchorage. His experience includes school buildings, hospitals, office buildings and hotels. His work also includes structural investigations and inspections of all types of buildings.

EDUCATION

Karaj University, Iran,
BS, Structural Engineering

REGISTRATIONS

Professional Engineer
California (C81940)



SELECT EXPERIENCE

Counties in the State of Indiana, IN

- Assisted in the production of 33 all hazard mitigation plans

University of Southern California, Los Angeles, CA

- 110,000-sf, 7-Story New MOB
- USC - Keck Hospital Blood Analysis Replacement
- LAC + USC Women's Clinic Renovation

Pomona Valley Hospital, Pomona, CA

- Conversion from Acute Care to Outpatient Care
- 6th Floor Tenant Improvement and conversion to acute care unit
- 20,000-sf floor area

CHOC (Children's Hospital of Orange County), Orange, CA

- Complete Structural & Seismic Design of New 450,000-sf South Tower with Basement

Riverside University Health System, Riverside, CA

- Existing ED Renovation
- Multiple Phases Project

Hoag Hospital, Newport Beach, CA

- Multiple Tenant Improvements



Aravind Batra,

PE, LC, LEED AP BD+C

principal | MEPT

Aravind Batra has over 25 years of experience in consulting engineering covering both renovation and new construction. He currently serves as Vice President where he helps to continuously assure P2S quality standards. Aravind brings an in-depth knowledge of electrical systems and their requirements to numerous needs assessments, systems upgrades, renovations and new building projects for various educational, municipal, commercial and industrial clients. He is also responsible for the design of numerous high performance buildings, independent reviews of various types of buildings, and providing peer review on various renovations and new buildings projects for educational, industrial and commercial facilities. Aravind has also been involved with developing sustainability master plans for various clients addressing their energy efficiency opportunities, their facilities impact on the atmosphere, sustainable sites, water use efficiency, waste management and high-performance green building issues.

EDUCATION

BS, Electrical Engineering,
Bangalore University, India

REGISTRATION

Electrical Engineer, California,
E16609

CERTIFICATIONS

LC Credential
LEED Accredited Professional



SELECT EXPERIENCE

County of Los Angeles - Live Oak Library Renovation,
Arcadia, CA

County of Los Angeles - LEED Silver Campus Kilpatrick
Juvenile Detention Facility, Malibu, CA

City of Costa Mesa - Library ADA Upgrades, Costa Mesa,
CA

CSU Los Angeles - LEED Gold Design Building 12
Renovation, Los Angeles, CA

Cal Poly San Luis Obispo - LEED Gold Student Recreation
Center Expansion & Renovation, San Luis Obispo, CA

Rio Hondo College - Library Renovation, Whittier, CA

Loyola Marymount University - LEED Gold William H.
Hannon Library,
Los Angeles, CA

CSU Long Beach - Liberal Arts 2, 3 & 4 LEED Gold, Seismic
Retrofit & ADA Upgrades, Long Beach, CA

Mt. San Antonio College - Buildings 7, 11 and 26
Renovations, Walnut, CA

LA Trade Tech - LEED Silver Design Magnolia Hall
Restoration & Modernization, Los Angeles, CA

Long Beach City College - Multi-Disciplinary Building
Renovations, Long Beach, CA



Scott Newman,
PE

mechanical engineer

Scott Newman has over three years of experience in mechanical engineering and HVAC consulting. His experience includes new building and renovation projects at university, college, and K-12 campuses, commercial office buildings and retail spaces, and athletic facilities. Services have ranged from sizing and selection of replacement mechanical equipment to new building design and energy studies. Scott has served as a Design Engineer on various HVAC airside and hydronic system design projects. His responsibilities entail schematic/conceptual design, construction documents/drawings, life-cycle cost analysis, energy modeling, construction administration, and engineering project management services. Projects have ranged from small commercial and retail renovations to large High School campus modernizations and new building designs.

EDUCATION

BS, Mechanical Engineering,
University of Southern, California

REGISTRATION

Mechanical Engineer, California,
M39167

CERTIFICATIONS

LEED Green Associate



SELECT EXPERIENCE

County of Los Angeles - Parks Deferred Maintenance Replacements, Los Angeles, CA

City of La Mirada - Library Energy Upgrades, La Mirada, CA

City of Santa Clarita - LEED Silver Design Canyon Country, Community Center, Santa Clarita, CA

City of Santa Monica - Fire Station 5 Dormitory Tenant Improvements, Santa Monica, CA

Santa Ana College - Nealley Library Remodel, Santa Ana, CA

Saddleback College - Gateway Building, Mission Viejo, CA

Golden West College - Language Arts Complex, Huntington Beach, CA

Long Beach City College - Building T Office Renovation, Long Beach, CA

Rosemead School District - HVAC Upgrades, Rosemead, CA

Los Angeles USD - Canoga Park High School Visual & Performing Arts Upgrade, Canoga Park, CA

Santa Monica Malibu USD - JAMS Modernization Phase 2, Santa Monica, CA



Lars Hendersn, PE

electrical engineer

Lars Henderson has over four years of experience creating electrical designs for the construction industry. Assignments have included educational institutions, commercial fit-outs, municipal sites, and mission critical facilities in the Los Angeles and New York City markets. Electrical service designs, landscape power renovations, and energy efficient lighting upgrades are areas Lars has accomplishments in. Beyond the compliances and routines of designing, it is the client's end goal which Lars strives emphasis towards.

EDUCATION

BSEE, Electrical Engineering,
Pennsylvania State University

REGISTRATION

Electrical Engineer, California, E22361

CERTIFICATIONS

LEED Accredited Professional



SELECT EXPERIENCE

County of Los Angeles - Parks Deferred Maintenance Replacements, Los Angeles, CA

LA County Internal Services Department - Centro Maravilla Lighting Upgrades, Los Angeles, CA

CSU Long Beach - Student Health Services Renovation, Long Beach, CA

Loma Linda University - School of Dentistry Facility Renovation, Loma Linda, CA

City of Beverly Hills - Beverly Gardens Park Lighting & Power, Beverly Hills, CA

City of Encinitas - Standard Pacific Park Lighting and Power, Encinitas, CA

CSU Fullerton - Promenade Walk Audio System, Fullerton, CA

Long Beach City College - Kinesiology Lab & Aquatic Center, Long Beach, CA

Saddleback College - ITC IDF/MDF Power Upgrades, Mission Viejo, CA

Mt. San Antonio College - Foothill Transit Center, Walnut, CA

Los Angeles Unified School District - King Drew High Gym HVAC & Lighting Replacement, Los Angeles, CA

Plenty Farms - Indoor Commercial Farming, San Francisco, CA



Eric Gomez,
CPD

plumbing design engineer

Eric Gomez has over 14 years of plumbing design, fire protection and construction experience. His extensive knowledge spans design, drafting, specifications, plan check submittals, cost estimates, inspections and construction administration. Eric has significant expertise in educational, recreational and office facilities. He has designed a comprehensive range of plumbing and fire protection systems such as campus natural gas supply distribution as part of master planning for future expansions on various college and university campuses. Eric has served as project manager and design engineer on various plumbing system design projects with duties encompassing determination of project scope, design criteria, coordination with the client and project team, provision of construction design documents, written construction design specifications, equipment selections, construction cost estimates, construction support and project management.

EDUCATION

AS, Computer Aided Drafting,
ITT Technical Institute

CERTIFICATIONS

Certified in Plumbing Design (CPD)

Plumbing Design, University of
California,
Los Angeles



SELECT EXPERIENCE

County of Los Angeles - LEED Silver Campus Kilpatrick,
Juvenile Detention Center, Malibu, CA

City of Costa Mesa - Library ADA Upgrades, Costa Mesa,
CA

City of Santa Clarita - New LEED Silver Canyon,
Community Center, Santa Clarita, CA

Santa Ana College - Utility Infrastructure Master Plan, ,
Santa Ana, CA

LA Community College District - Headquarters Building
Modernization, Los Angeles, CA

Playa Vista Court Park - Retail & Restroom Addition
Phase 1, Playa Vista, CA

East LA College - LEED Silver Design Bailey Library
Renovation, Monterey Park, CA

CSU Long Beach - Peterson Hall 2 Renovation, Long
Beach, CA

CSU Los Angeles - LEED Gold Design Building 12
Renovation, Los Angeles, CA

CSU Long Beach - Liberal Arts 2, 3 & 4 LEED Gold,
Seismic Retrofit & ADA Upgrades, Long Beach, CA

UC Riverside - LEED Gold Student Recreation, Center
Expansion & Renovation, Riverside, CA



Andrew Smith

mechanical design engineer | energy studies & design

Andrew Smith has over five years of experience in mechanical engineering, HVAC consulting and advanced energy analysis. His experience includes new building and renovation projects at university and college campuses, office buildings, athletic facilities and high-performance buildings. Services have ranged from mechanical equipment replacement to new building design and energy and cost analysis studies. Andrew brings a deep understanding and knowledge of passive and hybrid design strategies and how these strategies are employed to integrate with each other while providing cost-effective solutions. Andrew has served as mechanical design engineer and project manager on various HVAC system design projects. His responsibilities entail preliminary project optimization, schematic/conceptual design, construction documents/ drawings, life cycle cost analysis, energy and cost modeling and construction administration services. His project experience ranges from small tenant improvement projects to large building renovations and new building design and net zero operation.

EDUCATION

BS, Energy Engineering,
Pennsylvania State University

CERTIFICATIONS ASHRAE



SELECT EXPERIENCE

County of Los Angeles - LEED Silver Campus Kilpatrick,
Juvenile Detention Center, Malibu, CA

UCLA - MRL Deep Energy Retrofit 9342, Los Angeles, CA

UCLA - MRL BSL3 Lab Study, Los Angeles, CA

UCLA - Venice Barry Apartments Renovation, Venice, CA

California Institute of Technology - Firestone Laboratory
Renovation, Pasadena, CA

CSU Fullerton - McCarthy and Dan Black Lab Renovations,
Fullerton, CA

CSU Long Beach - Dining Plaza HVAC Feasibility Study,
Long Beach, CA

CSU Long Beach - College of Professional and International
Education Net Zero Energy Building, Long Beach, CA

CSU Long Beach - Student Health Services Renovation,
Long Beach, CA

CSU Northridge

- Geology Lab Renovation, Northridge, CA
- Bookstore Renovation, Northridge, CA
- CH3115 Lab Renovation, Northridge, CA

25G-97



Quang Nguyen

fire alarm & fire protection engineer

Quang Nguyen has 10 years of fire protection engineering experience on both new and existing facilities throughout California. He has experience in code consulting, fire protection/hazard analyses, designing fire protection engineering systems and performing inspection of fire protection equipment. He has designed sprinkler, fire alarm and smoke control systems for commercial, industrial, healthcare, educational, residential, military, and public/institutional facilities. He has prepared chemical classification packets, code compliance packets, egress analysis report, smoke control rational analysis and negotiated numerous variances. Quang is responsible for the coordination, design, development, written specifications, cost estimates, construction observation, and equipment selection for fire protection engineering projects. He has tested and inspected well over 1,000 sprinkler systems ranging from one sprinkler additions, to 15-story high-rises, to big box warehouses. Quang has experience in water mist fire protection, clean agent fire protection and aqueous film forming agent (AFFF) systems. He has worked for both government and private sector agencies.

SELECT EXPERIENCE

Federal Drug Administration - Alameda County Fire Alarm Design, Code Compliance, Alameda, CA

Fairview Developmental Center, Campus Wide Fire Alarm & Fire, Sprinkler Upgrade, Costa Mesa, CA

California Men's Colony - West Campus Underground Upgrade, San Luis Obispo, CA

CSU Long Beach - Peterson Hall 2 Flow Test Review, Long Beach, CA

CSU Long Beach - Fine Arts 3 Flow Test Review, Long Beach, CA

CSU Los Angeles - LEED Gold Design Physical Science, Building Renovation, Los Angeles, CA

Sacramento State University - Ernest E. Tschannen Science, Complex Fire Alarm Design, Sacramento, CA

El Camino College - Administration Building, Torrance, CA

EDUCATION

MS, Fire Protection Engineering,
California Polytechnic State University,
San Luis Obispo

AS, Fire Protection,
Santa Ana College

BS, Biological Chemistry,
University of Minnesota

CERTIFICATIONS

CA State Fire Marshal, Fire Prevention
Officer

ICC Fire Inspector I

NFPA Fire Inspector I

Fire Prevention Certificate

Fire Prevention 1A, 1B, 1C

Fire Prevention 2A & 2B

Fire Prevention 3A & 3B

AFFILIATIONS

American Society of Safety Engineer

Society Fire Protection Engineer

International Code Council

Automatic Fire Alarm Association

American Fire Sprinkler Association





Karl Von Der Linden

RCDD

senior technology consultant

Karl von der Linden brings over 20 years of experience from the communications technology and construction industries, along with extensive knowledge of education, workplace and critical facilities programming, project management, infrastructure design and construction oversight. He has proven experience at integrating technology systems requirements with facilities design and demonstrates this on projects ranging in scope and scale from 10,000 SF to nearly 1 million SF in size. Karl is a designer and project manager working where technology and the built environment meet. He possesses an in-depth knowledge of IT & Low Voltage systems integrators and is familiar with multiple project delivery and procurement methods, including: design-bid-build, design-build and CMAS/GSA agreements.

Karl is experienced representing clients on a wide range of challenging projects and leading project teams from initial programming and budgeting through construction and final acceptance. He has knowledge of communications cabling design for data center/critical spaces, outside plant solutions, lab spaces, higher education spaces, corporate office spaces and medical spaces. His systems knowledge includes data network, server/storage, wireless (WiFi, DAS), CATV, access control, video surveillance and audiovisual systems.

EDUCATION

BA, Communications, CSU Fullerton

CERTIFICATIONS

Registered Communications
Distribution Designer

AFFILIATIONS

BICSI



SELECT EXPERIENCE

County of San Bernardino - Inland Regional Center HQ Building, Telecom Design, San Bernardino, CA

City of Lake Forest - Civic Center Technology Design & Project Management, Lake Forest, CA

City of Westminster - City Yard and Police Facility, Westminster, CA

City of El Segundo - Site Inspection of Fiber Installation, El Segundo, CA

City of Temecula - Civic Center Technology Systems, Design and Project Management, Temecula, CA

City of Beverly Hills - IT Department Technology, Infrastructure Upgrade, Beverly Hills, CA

City of Alhambra - Alhambra City Hall Access Controls and CCTV Alhambra, CA

CSU Long Beach

- Peterson Hall 2 Renovation & Feasibility Study, Long Beach, CA



John Mauk,
LCPE, CCP, LEED AP

estimating manager

John Mauk has more than 30 years of cost estimating experience. Throughout the 19 years he has worked at the firm, John had led the team on contracts with municipal agencies throughout the nation. He is accustomed to the on-call nature of the work and has County of Los Angeles experience that goes back more than 15 years. John's experience includes JOC review / analyst, change order analysis, preparing budgets, cost estimating, value engineering, constructability review and claims analysis and negotiation. With regard to estimating, John has provided estimates at all levels of design, from conceptual through construction documents.

EDUCATION

B.S. Construction Management
Cal Poly, San Luis Obispo

CERTIFICATIONS

Certified Estimating Professional
AACEI

Lifetime Certified Professional
Estimator
ASPE

Construction Control Professional
NACA

LEED Accredited Professional
USGBC



SELECT EXPERIENCE

County of LA - Rancho Los Amigos South Campus

- John is providing project engineering oversight and cost estimating services on the Rancho Los Amigos South Campus project located in the City of Downey that encompasses approximately 73 acres.

County of LA, DPW - On-Call Cost Estimating Services

- John is the Project Executive on this contract, overseeing our services for the County including cost estimating at the schematic and design development stage as well as value engineering the costs to help the design stay within the County's budget.

Port of Long Beach - On-Call Cost Estimating/Cost Engineering Services

Port of Los Angeles - On-Call Cost Estimating Services

City of Orange: Metrolink Parking Structures

County of Orange: Los Alamitos Library; OC Animal Care Facility; Public Works Gates Building HVAC Renovation; Silverado School Conversion; Zoo Kitchen Remodel

OC Parks: Wagon Wheel Creek Restoration

Orange County Flood Control District: Headquarters Relocation

OCPW: Air Intake Building 11; Archive Department; Central Utility Facility; Office Remodel

Orange County Sheriff Department: RNSP Tenant Improvement

OCTA: BRT Shelters & Bus Maintenance Facility

UNDERSTANDING OF NEED

We Design.
We Deliver.
We Drive Change.

APPROACH TO ON-CALL SERVICES

Philosophy

LISTENING WITH A LASER FOCUS TO UNDERSTAND YOUR NEEDS

While we share our knowledge and experience, first, we listen to understand your needs and sharpen our attention to focus in on your goals. What we learn from you sparks our creative problem solving. We have a 110% commitment to deliver the design solutions that are best suited for your program and your vision.

CLIENT SERVICE

Principals play a key role in understanding your needs and stay involved throughout the life of your projects. To address client satisfaction from day one, our Principal-in-Charge, Sima Hassani, will have a key role in developing an initial understanding of your expectations. She will periodically meet with you to develop a “scorecard” of our team performance against your expectations and make the necessary changes if required to not only meet but exceed your expectations.

Experience

INCORPORATING LESSONS LEARNED INTO BEST PRACTICES

We have over 31 years of experience providing on-call services to public agencies. Importantly, we promote an internal culture of collaboration, mentorship and knowledge-sharing so lessons learned are passed onto others and incorporated in to best practices and future projects.

THOROUGH UNDERSTANDING OF CODE REQUIREMENTS & RAPPORT WITH PUBLIC AGENCIES

We have over 25 years of experience with ADA, Fire+Life Safety, DSA, Health, Title 24 and other local code requirements necessary to deliver projects of all types and sizes. As a relationship-based organization, our collaborative efforts with State Fire Marshal, Health Department and other public agencies are based on trust and respect, to ensure timely submittal and approval processes for your projects.

Resources

AGILE AND VERSATILE RESOURCES

Our “rapid-response” experience profoundly influences how we partner with all our clients: we listen carefully; we deploy our resources with great agility, versatility, and timeliness, anticipating unforeseen conditions; we are code experts; and offer deep experience with a wide range of technical consultants; and we consistently deliver results that exceed expectations.

SINGLE POINT OF CONTACT AND CONTINUITY OF PROJECT MANAGEMENT

We dedicate a single Program Manager to serve as the primary liaison to the City in addition to multiple Project Managers who are committed to the life of their projects from programming through design and construction. We carefully select and assign team members to each project, aligning client goals and project needs with staff availability and expertise.

Extensive On-Call Experience: Projects for on-call clients have been a significant portion of our work over the last 31 years. We are presently working with 18 public clients as their on-call architects.

31

Years serving public works clients

280+

Public works projects in California

RELEVANT PROJECT EXPERIENCE



Summary of Relevant Projects

City of Carson

- Carson Transit Center

City of Compton

- Compton Community Center

City of Corona

- Corona Health Center Office Building

City of Downey

- Downey Aviation Museum & Community Center
- Downey Fire Station #1 - #4
- Downey Civic Center

City of Irvine

- Hangar 244, Great Park
- Train Station Office Tenant Improvements & ADA Upgrades

City of La Puente

- Gymnasium

City of Long Beach

- Airport Administrative Offices
- Looff Cupola Reuse Study
- Rainbow Lagoon Visioning
- Belmont Pier Visioning Study

City of Lynwood

- Lynwood Fire Station #1 & 2
- Lynwood City Hall & Civic Center
- Lynwood Children's Center

City of Santa Ana

- Wilshire HeadStart School
- Children's Center

City of Tustin

- Urban Development Planning

County of Orange

- Human Resources Office Tenant Improvements, Santa Ana, CA
- West Orange County Probation Department Office Building Renovation, Westminster, CA
- Orange County Assessor's Office Tenant Improvements, Santa Ana, CA

CA

- Heritage Park Library Remodel, Irvine, CA
- Health Care Agency Office Tenant Improvements, Santa Ana, CA
- Real Estate Development Group Office Tenant Improvement, Santa Ana, CA
- Homeless Shelter Renovation, Santa Ana, CA

County of Riverside

- Mead Valley Library, Riverside, CA
- Highgrove Library, Highgrove, CA
- Riverside Offices of Public District Attorney CAC, Indio, CA
- Riverside Offices of Public Defenders, Indio, CA
- Transportation Land Management Agency, Tenant Improvement of 6 floors, Riverside and Indio, CA
- County Administration Center & Law Library Renovation, Indio, CA
- County of Riverside Treasurer & Tax Collector's Office, Riverside, CA
- County of Riverside Civic Center, Riverside, CA
- Fire Marshal Offices, Indio, CA
- Riverside County Regional Medical Center Operation, Murrieta, CA
- Department of Public Services, Cathedral City, Murrieta and Riverside, CA
- Human Resources, County Administrative Building, Riverside, CA
- County of Riverside Administration Building, Remodeling of 6 Floors, Riverside, CA

County of San Bernardino

- Frank Bland Regional Training Center

County of San Diego

- On-call Architectural Services at City Airports (Montgomery and Brown Fields)



Mead Valley Library



Frank Bland Regional Training Center



San Diego International Airport Interior Renovations



Southwest Justice Center

Orange County Fire Authority

- On-call Architectural Services

Orange County Transportation Authority (OCTA)

- Fullerton Park and Ride Minor Rehabilitation

Riverside University Health System

- Moreno Valley Medical Center - Women's Center Entry
- Moreno Valley Medical Center - Medical Mall
- Moreno Valley Medical Center - Cafeterias
- Moreno Valley Medical Center - Medical Library
- Corona Care Center
- Jurupa Care Center
- Moreno Valley Care Center

San Diego County Regional Airport Authority

- Southwest Airlines/TSA T1E & T2E Baggage Screening Replacement
- SDIA Rental Car Center Car Wash Blowers
- Ground Transportation Equipment and Security Upgrade
- Rental Car Center, Bus and Taxi Offices and Break Room New Building
- Terminal 1 Tenant Improvements and Upgrades, including: Common Use Passenger Processing (CUPPS) Equipment and Kiosk, New Gate Podiums, New Ticket Counters, and New Flooring Materials
- Terminal 2 Tenant Improvements and Upgrades, including: CUPPS Equipment and Upgrades, New Gate Podiums, New Ticket Counters, New Lighting at Restrooms and Ticket Areas, Demolition of former airline club, New Restroom Facilities, and Back of House Upgrades to finishes
- Terminal T1 and T2W Electrical Seating Upgrade

Superior Courts of California

- Riverside County - 5 Courthouses, Banning Justice Center; Larson Justice Center & Southwest Justice Center

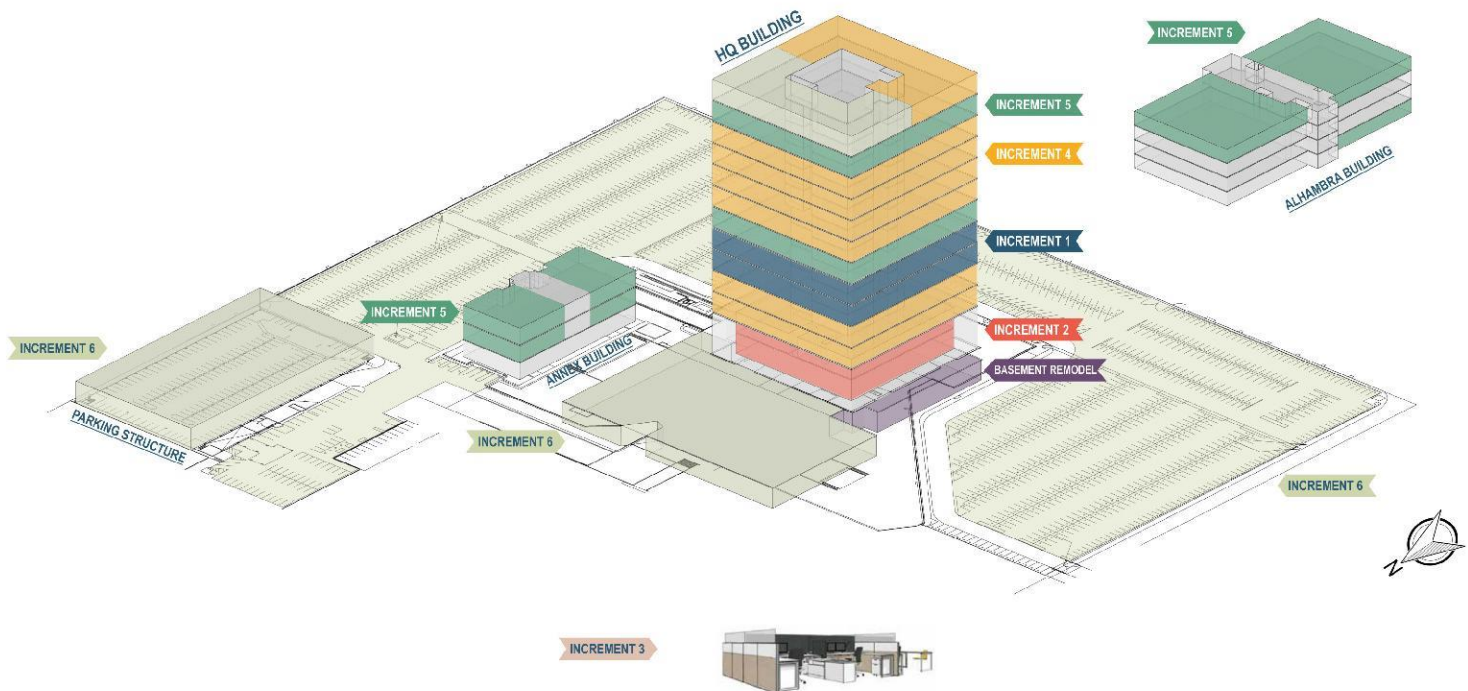
LIST OF PROJECTS

CLIENT	PROJECT DESCRIPTION / YEAR COMPLETED	CONTACT PERSON
County of Los Angeles, Department of Public Works*	300,000 sf Chris Taylor developed a plan to remodel the headquarters including the basement, a campus parking master plan and a new wellness garden. Value: \$83M. Completed: In Progress.	Andy Moey, Deputy Director PMD 1, LA County Public Works, 626.513.6763 amoey@dpw.lacounty.gov,
Eastern Municipal Water District, District Corporate Office*	Master Plan Tenant Improvement 200,000 sf District Corporate office and maintenance areas. Value: \$22M. Completed: In Progress.	Jeff Wasserman, CPPO, C.P.M. Purchasing Manager, Eastern Municipal Water District 2270 Trumble Road, Perris, CA 951.928.3777, ext. 6225 wassermj@emwd.org
City of Downey	Programming & Master Planning Fire Stations #1, #2, #3, #4. 23,000 existing sf to which we are adding 13,000 sf - renovations and construction of four fire stations (35,814 sf). Services: Facility Assessments, Master Planning, Architecture, Interior Design. Value: \$14M. Completed: 2018	John Oskoui, Assistant City Manager 949.350.9225 joskoui@downeyca.org
City of Downey	Fire Station #1: 13,139 sf renovation and new construction. Services: Architecture and Interior Design. Value: \$4.6M. Completed: 2019. Fire Station #2: 6,791 sf renovation and new construction. Services: Architecture and Interior Design. Value: \$2.8M. Completed: 2020 (Est) Fire Station #3: 8,191 sf renovation and new construction. Services: Architecture and Interior Design. Value: \$3.3M. Completed: In Progress Fire Station #4: 7,693 sf renovation and new construction. Services: Architecture and Interior Design. Value: \$2.9M. Completed:	John Oskoui, Assistant City Manager 949.350.9225 joskoui@downeyca.org
City of Long Beach	Loeff Cupola Reuse Study: study of alternative reuse possibilities and sites for the Loeff Cupola, an historic artifact that was the final element of a roof that covered the Pike Amusement Park carousel. This project is completed. Rainbow Lagoon Visioning: consensus based-visioning process to imagine future uses for Rainbow Lagoon, a "forgotten" 12-acre park and water-body (continued..)	Joshua Hickman, Program Manager Public Works 562.570.5714 joshua.hickman@longbeach.gov

CLIENT	PROJECT DESCRIPTION / YEAR COMPLETED	CONTACT PERSON
City of Long Beach (continued)	adjacent to the Convention Center, Arena, and Hyatt Hotel. Our work involved facilitation of multiple stakeholder and community workshops. Belmont Pier Visioning: Based on our work for Rainbow Lagoon, the City of Long Beach requested WD to conduct a similar study for Belmont Pier. Blue Car Re-Use Study: The objectives of this project is to find out possible reuse concepts for the Blue Car, to tie in the reuse concepts with the surroundings and to preserve the historic value of the Blue Car. It is currently located in Downtown Long Beach surrounded by financial buildings, hotels, office buildings and coffee shops. Value: \$500K (WD's fee).	Joshua Hickman, Program Manager Public Works 562.570.5714 joshua.hickman@longbeach.gov
Orange County Public Works	Bridges at Kraemer Place: WD provided architecture, planning, and interior design services to renovate an existing industrial concrete tilt-up structure and redesign its 1.87-acre site into a 24,000 sf comprehensive facility that serves as a pathway out of homelessness. The project provides a temporary home for 200 individuals with broad support spaces, including restrooms, showers, lockers, laundry, kitchen, dining hall, computer lab, multi-service conference rooms, in-take and reception area, administration suite, and a complete medical clinic with reception, pharmacy, nurses stations, lab, and three exam rooms. Value: \$3M. Completed: 2018.	Michael T. Smith Section Manager, OC Facilities & Real Estate Services 714.412.1757 mike.smith@ocpw.ocgov.com
City of Downey	Downey Civic Center: Improvements to the Downey Civic Center. Services: Space Planning, Interior Design, Architecture. Value: \$4.2M. Completed: 2020	John Oskoui, Assistant City Manager 949.350.9225 joskoui@downeyca.org
City of Tustin	Urban Development Planning & Design: 21.7-acre urban development planning and design. Services: Planning, Feasibility Study, Architectural Design. Value: \$N/A. Completed: 2017	John Buchanan Director of Economic Development 714.573.3117 JBuchanan@tustinca.org
San Bernardino County	Frank Bland Regional Training Center: 3.5 acre campus master plan update 10,500 sf renovation & new construction. Renovations to the existing building consist of upgrades to the gymnasium, classrooms, offices and conference rooms. Expansion efforts include the addition of a 3,500 sf building with additional classroom and office space, enclosures to seamlessly connect the two building functions and new entry areas for the training center.	Terry Thompson Director of Real Estate Services 909.387.5104 terry.thompson@res.sbcounty.gov

EXECUTIVE SUMMARY

INCREMENTS 3D DIAGRAM



QUICK FACTS

Programming & test fits for 8 public counter divisions

Planning studies and cost estimates for entire Campus remodel

Helped establish furniture standards for DPW

Architectural & Engineering building assessment of all building systems and ADA

Parking master plan for the HQ site including a parking structure

Move management plans, construction phasing and scheduling with PMD1

Initial concepts for the landscape and basement project





300,000 sf

County of Los Angeles Department of Public Works*

Our Lead Project Manager and Principal Chris Taylor, has hands-on experience with your building, giving him in-depth expertise for this project and next steps. He developed a plan to remodel the headquarters including the basement, a campus parking master plan and a new wellness garden.

CLIENT
County of Los Angeles

LOCATION
Los Angeles, CA

SCOPE
300,000 sf

SERVICES
Planning, Architecture,
Interior Design

CLIENT REFERENCE
Andy Moey,
Deputy Director PMD 1,
LA County Public Works
amoey@dpw.lacounty.gov
626.513.6763



QUICK FACTS

Chris Taylor completed the master plan of all the work areas at the main office in Perris CA. The goal for the project was to move 60 plus employees back to the main office from a remote site and plan for future growth for the next 5-10 years.

This master plan included:

- A complete MP&E evaluation
- An ADA assessment
- Developing furniture

standards

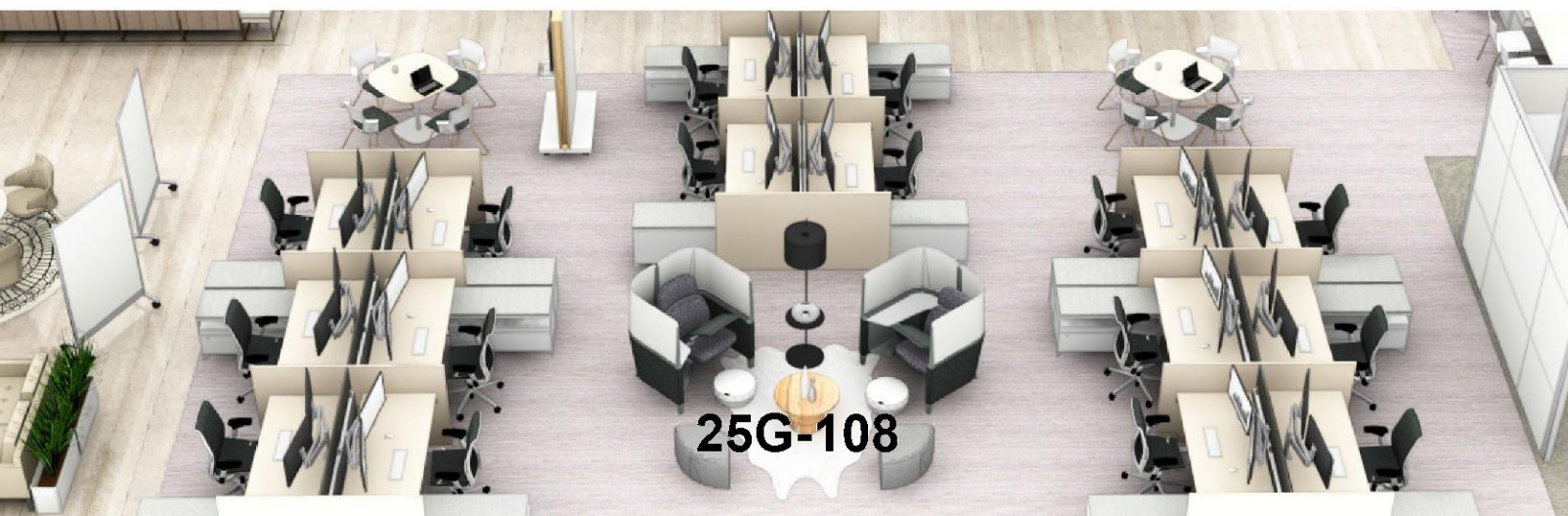
- A complete evaluation and layout for all office areas in the main office and all yard offices at the main facility
- On line Questionnaires and meetings with all departments to determine future growth and ideal adjacencies
- Move management planning
- Construction phasing
- Cost estimating

The final report showed:

- We could achieve the future growth plans projected by EMWD without building new facilities and the could sell the call center site. For
- The project achieve a more open office plan with more employee amenities.
- The transition to a more paperless storage system by the records group help gain additional area
- Capturing un-used areas in the building and the

yard building to increase usable building areas

- More efficient office configurations and areas created additional capacity
- Office and work station standards created more consistency between employees and allowed for greater planning efficiencies.
- New work environment should attract additional younger future employees





*Professional experience of Chris Taylor while at a previous firm.

Eastern Municipal Water District District Corporate Office*

Master Plan Tenant Improvement 200,000 sf District Corporate office and maintenance areas.

200,000 sf

CLIENT
Eastern Municipal
Water District

LOCATION
Perris, CA

SCOPE
200,000 sf

SERVICES
Master Planning

CLIENT REFERENCE
Jeff Wasserman, CPPO, C.P.M. |
Purchasing Manager

Eastern Municipal Water District
2270 Trumble Road, Perris, CA
(951) 928-3777, ext. 6225
wassermj@emwd.org



Indio Law Building

When it came to the Indio Law Building, we knew that what mattered the most would be the people it serves. Our objective was clear to create an environment efficient and timeless enough to endure for its community.

CLIENT
County of Riverside

LOCATION
Riverside, CA

SCOPE
90,400 sf new construction

SERVICES
Interior Design & FF&E

CLIENT REFERENCE
Steven Gilbert, Principal
Real Estate Property,
951.544.9621
sdgilbert@rivcoeda.org
4050 Main St, Riverside,
CA 92501

90,400^{SF}
new construction



25G-110



Completed four months ahead of schedule and \$2 million under budget, the project received LEED Platinum Certification. Our contribution resulted in a timeless, professional and efficient building ready to address the needs of county employees as well as new patrons and residents.





REFERENCES

1

**CITY OF
DOWNEY**

22

Years serving
Assistant Manager

8

Projects to-date

REFERENCE

John Oskoui,
Assistant Manager
City of Downey
joskoui@downeyca.
org
562.904.7284

SELECT PROJECTS

Columbia Memorial
Space Center &
Aviation Museum

Downey Community
Center

Downey Park ADA
Upgrades

Fire Stations #1

Fire Stations #2

Fire Stations #3

Fire Stations #4

Downey Civic
Center

2

**OC
PUBLIC WORKS**

6

Years serving as an
on-call Architect

7

Projects to-date

REFERENCE

Michael T. Smith
Section Manager,
OC
Facilities & Real
Estate Services
mike.smith@ocpw.
ocgov.com
714.412.1757

SELECT PROJECTS

OC Homeless
Shelter - Bridges at
Kraemer Place

Health Care Agency
Office Feasibility
Study & Building
Renovation

HR Office
Renovation

West OC Probation
Office/Renovation

Real Estate Offices,
Media Room
Renovation

Heritage Park Library
Remodel

3

**COUNTY OF
RIVERSIDE**

20

Years serving as an
on-call Architect

70+

Projects to-date

REFERENCE

Rebecca McCray,
Supervising Project
Manager
County of Riverside
Economic
Development
Agency Design and
Construction
RMcCray@rivcoeda.
org 951.955.8764

SELECT PROJECTS

Mead Valley Library

Highgrove Library

Riverside Historic
Court House of
California

Riverside Offices
of Public District
Attorney CAC



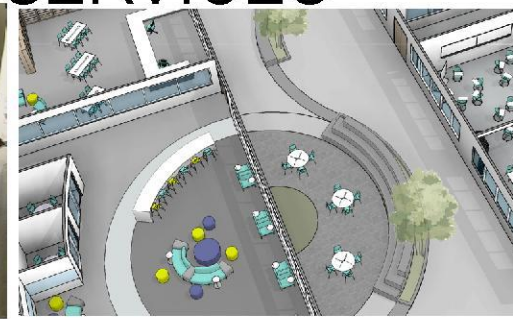
scope of services & schedule



Section 2

25G-114 City of Downey, Fire Station #3, Downey CA

SCOPE OF SERVICES



Site Analysis

WD will perform site analysis during initial design work. This may include site visits, photographs, analysis of existing space(s), meetings with various City departments to discuss specific space requirements.

Conceptual Layouts/Space Planning

WD will prepare alternative preliminary space layouts, including engineering details and engineering calculations, and estimates of probable costs for each alternative. Present information to the City along with a written response of the advantages and disadvantages of each alternative plan taking into consideration operational, programmatic, adjacency needs and appropriate design standards.

Permits/City Approvals (City as regulatory agency)

Assist City departments in obtaining entitlements, permits and other City approvals, as required.

Architectural, Interior Design, and Engineering Services

Provide architectural, structural, mechanical and electrical engineering services and cost estimating services during the schematic design, design development and construction document phases. Work products shall include engineering details, engineering calculations, architectural plans, and elevations, material specifications, cost estimate, and final plans and specifications. Prior to acceptance of design, Consultant is to prepare a summary report detailing the effort of utility coordination, IT coordination, and due diligence for the City's review and acceptance. Third-party

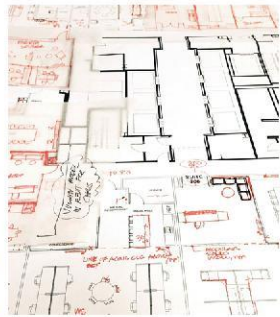
cost estimate and constructability review may be included in the design effort at the City's request.

1. Schematic Design: Develop schematic design site plan drawings illustrating the scale and relationship of project components.

2. Design Development: Prepare design development package consisting of:

- a) Drawings and other documents that outline repairs or solutions and describe the size and character of the project with respect to architectural, interior, structural, mechanical and electrical systems
- b) Materials and samples
- c) Other required elements based on the approved schematic design documents. Designs must comply with the current Building codes and any other City requirements. Additional site visits and coordination with City departments will be required to ensure that design development meets the department's needs.

3. Construction Documents: WD will prepare construction documents consisting of plans and specifications, calculations, and cost estimates setting forth in detail the requirements for the construction of the project based on the approved schematic design and design development documents. The construction documents will include, but not limited to: plans, details, and specifications for structural, electrical, mechanical, plumbing, ADA requirements, parking, and landscaping; all fully coordinated with the architectural design. Plans will include recommendations for green building standards and sustainable development to reduce costs, improve the health of building occupants, and reduce the negative impacts to the environment. A refined cost estimate based on the final construction documents shall also be prepared. There shall be no additional costs due to revisions of the drawings to bring the



design up to code compliance.

WD will assist the City departments in obtaining reviews and approvals from applicable public agencies for design reviews, plan checks, and permits.

WD will assist the City in obtaining all required permits, reports, and other information to bid the project. The City will pay all permit fees.

WD will provide continued communication and feedback with various City personnel throughout the process to provide a cost-effective and quality design that meets the needs of the client department(s).

Post Design Services

At the City's sole discretion, WD will assist the City Department(s) with the following services.

1. Bidding

- Preparing bid documents and packages
- Answering bidder's questions
- Scheduling and attending pre-bid conferences and job/site walks
- Preparing bid addenda
- Preparing bid analyses and reviewing and responding to bidders' submittals, such as shop drawings, product data, samples and proposed equivalent products and materials.

2. Construction and Construction Management

- Prepare "as-built" drawings, in current CAD format, as required
- Visit construction site as needed to monitor quality of the work and resolve construction issues.
- Assist engineer, consultant and inspector with interpretation of the following:
 - Plans and specifications

- Analysis of change conditions
- Development of corrective actions
- Review of shop drawings and other submittals
- Review, negotiation and preparation of change orders

d) Manage the construction phase and coordinate construction meetings to ensure the project is completed on time and within budget.

- Provide weekly estimates of percent of work completed
- Approve vendor invoices for submittal to the City.

Move Management Services

At the City's sole discretion, WD will assist the City Department(s) with the following services.

- Survey all existing items to relocate.
- Meet with client and the client's furniture vendor to verify the placement of all items for move.
- Third party/peer review of architectural plan(s).
- Prepare move plans to show numbering system for ease of labeling boxes and items to move.
- Prepare "move in" sketches for mover use, showing office and common area layouts.
- Coordinate with the City's Telecommunication Services and instruct staff in preparing for the move.
- Coordinate and closely supervise move labor.
- Be responsible for all post-move follow-up.

Special Services

- Complete the State of California ADA surveys.
- Provide value engineering services upon request.
- Complete LEED Certification documentation upon request.

Page 1

19



fee proposal

“

Westgroup Designs saved us over \$1.5 million dollars construction cost while fast-tracking delivery for our 130,000 sf LEED Platinum office building four months ahead of schedule...but more importantly, the building allowed us to keep Google as our valued tenant. None of the other firms we worked with before could commit to doing that on our time-table and budget"

- Scholle Development and Dorn-Platz

25G-118

Section 3

25G-119

Mead Valley Library, Riverside, CA

3 fee proposal

The fee proposal has been submitted separately and electronically in the Cost File section of the PlanetBids system, clearly marked “Fee Proposal” including all information as requested.

The background image shows a modern, multi-story building with a grid-like facade of large glass windows. In the foreground, there is a courtyard area with several palm trees, low-lying shrubs, and a paved walkway. To the right, there is an outdoor seating area with tables, chairs, and closed patio umbrellas. The entire image is overlaid with a semi-transparent orange-red filter.

certifications attachments 3-1, 3-2 & 3-3

25G-122



Section 4

25G-123

Riverwalk Phase V, Riverside, CA

certifications

Attachment 3-1 Non-Collusion Affidavit

Appendix ATTACHMENT 3 CERTIFICATIONS

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 20 day of April, 2020, by PariSima Hassani, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

N/A

Notary Public Signature

Notary Public Seal

As per Addendum #1 dated April 14, 2020 this form is not signed by a notary but by our CEO + Managing Principal, PariSima Hassani.

Attachment 3-2 Non-Lobbying Certification

NON-LOBBYING CERTIFICATION

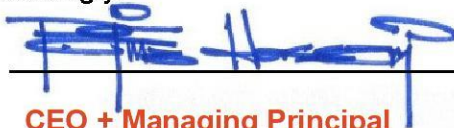
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: _____



Title: _____

CEO + Managing Principal

Firm: _____

Westgroup Designs, Inc.

Date: _____

04/20/2020

Attachment 3-3 Non-Discrimination Certification

NON-DISCRIMINATION CERTIFICATION

The undersigned Contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subContractor or Contractor as a result of such direction by the administering agency, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any Contractor of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:



Title:

CEO + Managing Principal

Firm:

Westgroup Designs, Inc.

Date:

04/20/2020





westgroupdesigns.com

architecture . planning . interior design . branding

OC 949.250.0880 LA 323.999.5081 web westgroupdesigns.com

25G-129

CITY OF SANTA ANA
Santa Ana Public Works Agency



Request for Proposal for
Space Planning and Architectural Consulting Services
RFP No: 20-040
April 20, 2020

FEE PROPOSAL

FEE PROPOSAL

Schedule of Hourly Rates

Architect (Lewis|Schoeplein architects)

Principal	\$225/hr
Project Architect	\$180
Project Manager	\$150
Designer I	\$130
Designer II	\$110
Administrative Services	\$75

Structural Engineer (John Labib & Associates)

Principal	\$250/hr
Project Manager	\$195
Project Engineer	\$175
CAD Operator	\$120
Clerical	\$75

MEP Engineer (Simon Wong & Associates)

Principal	\$200/hr
Mechanical Engineer	\$150
Electrical Engineer	\$150
Mechanical Designer	\$125
Electrical Designer	\$125

Landscape Architecture (Office of the Designed Landscape)

Principal	\$175 / hr
Project Manager	\$125
Project Landscape Arch	\$125
Design Staff	\$75

LEED / Sustainable Design (Gaia Development)

Principal	\$210/hr
Associate Principal	\$195
Sr. Project Mgr/Engineer	\$185
Project Manager	\$165
Assistant Project Manager	\$145
Admin	\$125

Construction Cost Estimating (CP O'Halloran Associates)

Principal	\$215/hr
Associate	\$165
Senior Estimator	\$135
Assistant Estimator	\$115

Specifications (AWC|West)

Principal	\$176/hr
-----------	----------

**AGREEMENT TO PROVIDE ON-CALL SPACE PLANNING AND
ARCHITECTURAL CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this 17th day of November, 2020 by and between Gensler ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On March 30, 2020, the City issued Request for Proposal No. 20-040, by which it sought qualified consultants to provide on-call space planning and architectural consulting services for the City's Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 20-040.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City's sole discretion, Consultant shall perform the services described in the scope of work that was included in RFP No. 20-040, which is attached as Exhibit A, and as more specifically delineated in Consultant's proposal, which is attached as Exhibit B and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Consultant is one of ten (10) consultants selected to provide services on an on-call basis under RFP No. 20-040. The total annual compensation for these services provided by all such consultants selected under RFP No. 20-040 shall not exceed the shared aggregate amount of \$300,000 during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of

performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on November 16, 2023, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONSULTANT

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents

& Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subconsultants, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. **Business automobile liability insurance,** or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the California Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. **If Consultant is or employs a licensed professional such as an architect or engineer:** Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. **The following requirements apply to the insurance to be provided by Consultant pursuant to this section:**
 - (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be cancelled

or reduced in coverage or changed in any other material aspect, by Consultant, without thirty (30) days prior written notice to the City.

(iv) Consultant shall supply City with a fully executed additional insured endorsement.

- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, Consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)

P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: (714) 647-6956

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Consultant: Gensler
4675 MacArthur Court, Suite 100
Newport Beach, CA 92660

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Consultants retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of

Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT

By: John M. Funk
JOHN M. FUNK
Sr. Assistant City Attorney

Anne Bretana
Name: Anne Bretana
Title: Principal, Co-Managing
Director

RECOMMENDED FOR APPROVAL

NABIL SABA, PE
Executive Director
Public Works Agency

EXHIBIT A

Appendix ATTACHMENT 1 SCOPE OF WORK

CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR SPACE PLANNING AND ARCHITECTURAL SERVICES RFP NO.: 20-040

Introduction and Background:

The City of Santa Ana intends to retain Space Planning and Architectural Services on an as-needed or “on-call” basis. A Professional Services Agreement will be entered into with several of the qualified firms/consultant(s) to provide space planning and architectural services for a variety of projects on an on-call basis. Areas of responsibility shall include architectural, space planning, structural, construction management, mechanical and electrical engineering, ADA survey, and move management services. On an on-call, as-needed basis, the selected firm(s) may be asked to provide professional services on specific, project-by-project basis, based on an agreed-upon scope of services and fees. All proposals, plans, drawings, specifications, estimates, grant applications, and/or studies will be subject to the final approval and satisfaction of the City of Santa Ana.

The architects and engineers in the firm must be licensed and legally qualified in the State of California to practice the work for which consideration is requested. Selected firm(s) shall have the necessary qualifications and experience to provide space-planning, architectural, and engineering consulting services to the City. Services may involve all or some of the phases of project development and shall include, but not necessarily be limited to, the following activities:

Site Analysis

Perform site analysis during initial design work. This may include site visits, photographs, analysis of existing space(s), meetings with various City departments to discuss specific space requirements.

Conceptual Layouts/Space Planning

Prepare alternative preliminary space layouts, including engineering details and engineering calculations, and estimates of probable costs for each alternative. Present information to the City along with a written response of the advantages and disadvantages of each alternative plan taking into consideration operational, programmatic, adjacency needs and appropriate design standards.

Permits/City Approvals (City as regulatory agency)

Assist City departments in obtaining entitlements, permits and other City approvals, as required.

Architectural, Interior Design, and Engineering Services

Provide architectural, structural, mechanical and electrical engineering services and cost

estimating services during the schematic design, design development and construction document phases. Work products shall include engineering details, engineering calculations, architectural plans, and elevations, material specifications, cost estimate, and final plans and specifications. Prior to acceptance of design, Consultant is to prepare a summary report detailing the effort of utility coordination, IT coordination, and due diligence for the City's review and acceptance. Third-party cost estimate and constructability review may be included in the design effort at the City's request.

- 1. Schematic Design:** Develop schematic design site plan drawings illustrating the scale and relationship of project components.
- 2. Design Development:** Prepare design development package consisting of:
 - a) Drawings and other documents that outline repairs or solutions and describe the size and character of the project with respect to architectural, interior, structural, mechanical and electrical systems
 - b) Materials and samples
 - c) Other required elements based on the approved schematic design documents. Designs must comply with the current Building codes and any other City requirements. Additional site visits and coordination with City departments will be required to ensure that design development meets the department's needs.
- 3. Construction Documents:** Prepare construction documents consisting of plans and specifications, calculations, and cost estimates setting forth in detail the requirements for the construction of the project based on the approved schematic design and design development documents. The construction documents will include, but not limited to: plans, details, and specifications for structural, electrical, mechanical, plumbing, ADA requirements, parking, and landscaping; all fully coordinated with the architectural design. Plans should include recommendations for green building standards and sustainable development to reduce costs, improve the health of building occupants, and reduce the negative impacts to the environment. A refined cost estimate based on the final construction documents shall also be prepared. There shall be no additional costs due to revisions of the drawings to bring the design up to code compliance.

Assist the City departments in obtaining reviews and approvals from applicable public agencies for design reviews, plan checks, and permits.

Assist the City in obtaining all required permits, reports, and other information to bid the project. The City will pay all permit fees.

The Consultant shall be required to provide continued communication and feedback with various City personnel throughout the process to provide a cost-effective and quality design that meets the needs of the client department(s).

Post Design Services

At the City's sole discretion, assist the City Department(s) with the following services.

- 1. Bidding**
 - a) Preparing bid documents and packages
 - b) Answering bidder's questions

- c) Scheduling and attending pre-bid conferences and job/site walks
- d) Preparing bid addenda
- e) Preparing bid analyses and reviewing and responding to bidders' submittals, such as shop drawings, product data, samples and proposed equivalent products and materials.

2. Construction and Construction Management

- a) Prepare "as-built" drawings, in current CAD format, as required
- b) Visit construction site as needed to monitor quality of the work and resolve construction issues.
- c) Assist engineer, consultant and inspector with interpretation of the following:
 - Plans and specifications
 - Analysis of change conditions
 - Development of corrective actions
 - Review of shop drawings and other submittals
 - Review, negotiation and preparation of change orders
- d) Manage the construction phase and coordinate construction meetings to ensure the project is completed on time and within budget.
 - Provide weekly estimates of percent of work completed
 - Approve vendor invoices for submittal to the City.

Move Management Services

At the City's sole discretion, assist the City Department(s) with the following services.

- Survey all existing items to relocate.
- Meet with client and the client's furniture vendor to verify the placement of all items for move.
- Third party/peer review of architectural plan(s).
- Prepare move plans to show numbering system for ease of labeling boxes and items to move.
- Prepare "move in" sketches for mover use, showing office and common area layouts.
- Coordinate with the City's Telecommunication Services and instruct staff in preparing for the move.
- Coordinate and closely supervise move labor.
- Be responsible for all post-move follow-up.

Special Services

- Complete the State of California ADA surveys.
- Provide value engineering services upon request.
- Complete LEED Certification documentation upon request.

Plans and Documents

All plans and other documents prepared by the Consultant on behalf of the City shall become sole property of the City. All documents and files must comply with current requirements set forth by the various entities for record retention.

Fee Proposal:

In addition to Section III.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be structured as follows:

The fee proposal shall include the firm's standard hourly fee schedule, and/or project fee schedule where applicable and as outlined in this document. A list of all positions and hourly rates required to perform the services described herein. A more detailed scope of work will be provided when/if a specific project proposal is requested of a consultant.

Other Terms and Conditions:

1. The project will be implemented in compliance with the City of Santa Ana's policies, as well as Prevailing Wages and State/Federal Requirements.
2. The City regards the inclusion of California based designs, engineering, and construction professionals, facilities, and services as part of the Team to be highly desirable, but not mandatory.
3. The City reserves the right to amend this Request for Proposal by addendum prior to the final dates of submission.
4. All reports, proposals, or other data or materials which are submitted shall become the sole property of the City of Santa Ana with the exception of the confidential Financial Capacity information and sealed fee proposals which will be returned to all proposers after award of contract to the selected Proposer.
5. All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of this project.
6. The City has an affirmative action program. The purpose of the affirmative action program is to encourage certified minority business enterprises and women business enterprises. All submitting firms must have established affirmative action programs approvable by the City. During the RFP stage, all firms will need to complete a "Certification of Non-Discrimination by Contractors" for each firm on their team.

EXHIBIT B



City of Santa Ana

Space Planning & Architectural Consulting Services

Response to RFP#20-040

April 20, 2020



25G-145

Gensler



April 20, 2020

City of Santa Ana
Attn: Gabriela P. Lomeli
Public Works Agency; M-22
20 Civic Center Plaza, Ross Annex
Santa Ana, CA 92701

Subject: RFP 20-040 - Space Planning and Architectural Consultant Services

Good afternoon,

On behalf of Gensler, I am pleased to present our 2020 Consultant Team response to your Request for Proposal No. 20-040 for Space Planning and Architectural Consultant Services. We are proud of our on-call partnerships with various city and county agencies and will bring that same dedication, commitment, and proven experience to the City of Santa Ana. In our proposal you will find our relevant experience, our proposed project team resumes, and our design engineering consultant teams. This proposal is valid for (90) days.

Creative Solutions

Gensler has a proven track record in providing innovative design solutions with exceptional service. We strive to make each assignment the next benchmark for outstanding design that improves our client's business performance. Only by maintaining our focus on innovation, relevance and creativity are we able to deliver the quality of design that has come to define us.

Relevant Experience

We bring both creativity and discipline to our design. Gensler has extensive expertise in the design and renovation of projects of all sizes, scopes and budgets. We have completed projects from small tenant improvements, value-based designs such as City of San Clemente's Community Development remodel, ultra-creative tech spaces for Zillow Group in Irvine, all the way to the design of Broadcom's Irvine campus. Through our work, we've learned that the key to a successful workplace project is working collaboratively with our client to identify a vision that will tell their story and drive design performance.

Contract Agreement Statement

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

Sincerely,

A handwritten signature in black ink that reads "Chip Williams". The signature is fluid and cursive, with the first name "Chip" and last name "Williams" clearly distinguishable.

Chip Williams, LEED AP
Principal | Co-Managing Director

About Gensler

Gensler is a global architecture, design, and planning firm with 50 locations and more than 6,000 professionals networked across Asia, Europe, Australia, the Middle East, and the Americas. Founded in 1965, the firm serves more than 3,500 active clients in virtually every industry. Gensler designers strive to make the places people live, work, and play more inspiring, more resilient, and more impactful.

Firm History

In 1965, with two employees, founder Art Gensler launched a different kind of architectural practice. Adaptive, proactive, and client-centered, the firm treated professional service as a privilege. Teamwork, not individual accomplishment, would build the practice. Focused from the start on design's impact on human experience, we have transformed over five decades from an interior architecture practice to a full-service design firm. Our first expansion into non-US locations set the firm's pattern of building a global footprint incrementally—each new office embedded in local culture, each created to satisfy our clients' needs. Now we've established a worldwide network of talented people who are deeply involved in their communities.

Looking forward, we're positioned to anticipate and respond to the forces of change. As the boundaries of work, life, and play become more blurred, our cross-disciplinary expertise helps connect the pieces. Our collaborative culture speaks many languages and blends many traditions, leveraging diverse talents to drive innovation. Through design, we enrich people's experiences to shape a better future.

Gensler Newport Beach

The Gensler Newport Beach office was founded in 1981. Since its inception, the office has grown from 5 employees to a committed staff of over 100 professionals. Gensler Newport Beach offers a full range of architectural and design services, with an emphasis in Workplace, Strategic Consulting, Hospitality and Retail services.

Our team is diverse, and we think this is our greatest asset. Our unique perspectives allow us to approach problems from every angle. This grants us the opportunity to deliver the best solution possible. This synergy of leading-edge interior design, world-class architectural know-how, workplace and business strategy, and construction expertise allows us to uncover more possibilities, troubleshoot more proposed designs, and exhaust more options on our client's behalf.

Contact Information

PRINCIPAL
Chip Williams, Co-Managing Director
949-260-8548
chip_williams@gensler.com

PROJECT DIRECTOR
Dianne Dodge, Senior Associate
949-260-8551
dianne_dodge@gensler.com

1965

Firm Founded in
San Francisco

6,000+

Employees Worldwide

**"Most
Innovative
Companies"**

– *FastCompany*, 2019

#1 Firm &

Most Admired Firm

– *Interior Design*, 2019

**Top 500
Design
Firms**

Top Architecture-
Only Firm for Ninth
Consecutive Year

– *ENR*, 2019

25G-147



Chip Williams, LEED AP

Principal | Co-Managing Director

Principal-in-Charge

Chip joined Gensler in 1989 and has 35 years of professional experience in both interior design and architectural assignments in the corporate office technology and retail arena.

With a mission to create viable and appropriate solutions to support the work and retail environment, Chip incorporates project team leadership and communications, as well as the ability to develop and maintain strong client relationships. He is respected for his ability to expedite large, complex projects while creating responsive design solutions, in addition to helping the client define their business goals and objectives.

35 Years of Experience

Joined Gensler 1989

Background

Bachelor of Architecture, California State
Polytechnic University, Pomona
USGBC LEED Accredited Professional

Civic & Government	Size (sq ft)
City of Encinitas/City Hall, Encinitas, CA	48,000
City of San Clemente Civic Center, San Clemente, CA	55,000
The Salvation Army, Santa Ana, CA	21,365

Corporate Interior Headquarters	Size (sq ft)
Masimo, Irvine, CA	210,000
BJ's Restaurants, Huntington Beach, CA	24,000
Bausch & Lomb, Aliso Viejo, CA	21,962
Virgin Galactic, Long Beach, CA	150,000
Brookfield Residential, Costa Mesa, CA	38,000
LG&E Power Systems, Irvine, CA	85,000
ITT Divisional Offices, Santa Ana, CA	80,000
Chevron Land Management, Newport Beach, CA	22,300
Golden State Foods, Irvine, CA	21,100
Hershey Communications, Irvine, CA	15,000
R.R. Donnelley and Sons Co., Irvine, CA	11,000
Eastman Kodak, Irvine, CA	11,000
Century 21 Real Estate, Irvine, CA	10,000
Southern California Edison, Rancho Cucamonga, CA	65,000
Southern California Edison, Irwindale, CA	300,000
Irvine Office Company, Irvine, CA	6.5 million
Center Irvine North/Building 4, Irvine, CA	345,000
Center Irvine North/East Tower, Irvine, CA	296,000
Center Irvine/Building 1, 2 and 3, Irvine, CA	230,000
Center Orange, Orange, CA	210,000
Centerstone Plaza, Irvine, CA	108,000
Pacifica Building, Irvine, CA	44,000
Bluebeam Software, Inc., Chicago, IL	

Financial Services Firms	size (sq ft)
Merrill Lynch, Newport Beach, CA	110,000
Merrill Lynch, Pasadena, CA	35,000
Pacific Life Insurance Company, Newport Beach, CA	325,000
American Savings, Stockton, CA	250,000
Pacific Investment Management Company, NB, CA	24,500
Ganis Credit Corporation, Newport Beach, CA	12,400
Pacific Financial Management Company, NB, CA	12,000
Stewart Title, Irvine, CA	10,800



Dianne Dodge, NCIDQ,

LEED AP ID+C

Senior Associate

Project Director

Dianne is the primary representative of the project team and will be involved in all phases of the project. She will establish the preliminary project budgets and schedules while monitoring the progress of the project against targeted objectives. She will also coordinate the activities of all team members to ensure effective communication.

Dianne brings over 38 years of experience in full service interior architectural design experience, including; programming, space planning, furniture systems, construction documents, construction administration and project management.

38 Years of Experience

Joined Gensler 1998

Background

Bachelor of Science in Interior Design,

San Jose State University, San Jose, CA

USGBC LEED Accredited Professional

Certified, National Council for Interior Design Qualification (NCIDQ)

Member, National Association of Industrial & Office Properties (NAIOP)

Member, CoreNet

Government	Size (sq ft)
Caltrans, District of Los Angeles, CA	60,000
City of San Clemente Civic Center, San Clemente, CA	55,000
City of Yorba Linda Community Center, Yorba Linda, CA	28,000
Immigration & Naturalization Services, Laguna Niguel, CA	35,000
OC Juvenile Justice, Theo Lacy Facility, Orange, CA	19,600
Rancho California Water District, Temecula, CA	45,000
Yorba Linda Water District, Yorba Linda, CA	7,500
City of Irvine On-Call Architectural Services, Irvine, CA	various

Financial Service Firms	Size (sq ft)
BBCN Bank, Los Angeles, CA	31,000
Barclays Capital, Century City, CA	35,000
Roth Capital, Newport Beach, CA	25,600
Pacific Life Insurance Company, Newport Beach, CA	325,000
Pathway Capital Management, Irvine, CA	107,000
State Street, IMS, Irvine, CA	129,800
Deutsche Bank, Santa Ana, CA	105,000
HFF, Newport Beach	18,000
Amerihome Mortgage	20,000

Interior and Exterior Repositioning	Size (sq ft)
CBRE	
Orange City Square, Orange, CA	
Tustin Centre, Tustin, CA	
Stadium Tower, Anaheim, CA	
Foothill Corporate Plaza	
Equity Office Properties, Orange County Portfolio	6 Million
2677 No. Main Street, Santa Ana, CA	195,000
500 Orange Tower, Orange, CA	
1100 Executive Tower, Orange, CA	366,747
1920 & 2010 Main Plaza, Irvine, CA	525,000
18301 Von Karman, Irvine, CA	220,000
Granite, Various Properties	385,000
Hines, Irvine, CA	266,000
Huntington Executive Park, Huntington Beach, CA	82,800



Eric James, AIA

Senior Associate

Project Architect

Eric James is a registered architect and project manager with 30 years of experience in all project types. Eric's talent for leading technology-driven projects and knowledge of building systems has earned him the respect of clients, consultants and staff.

Using his background in project delivery, design, and consultant coordination, Eric works to ensure that our design process integrates our clients' goals and needs. In addition to his work with corporate interiors and build-to-suit projects, he is the Southwest Regional Leader for the Mission Critical Practice Area.

30 Years of Experience

Joined Gensler 1994

Background

Bachelor of Architecture, Cornell University

Licensed Architect, California

Member, American Institute of Architects

Workplace	Size (sq ft)
Allergan, Irvine, CA	600,000
Amgen ATO - Redeiation, Thousand Oaks, CA	30,000
Auto Club Enterprises, Costa Mesa, CA	106,000
Bixby Land Company, Irvine, CA	35,000
Broadcom Headquarters, Irvine, CA	1,100,000
Brookfield Residential, Costa Mesa, CA	38,000
CNET Networks, Chicago, IL	4,000
Confidential Technology Firm, Irvine, CA	1,100,000
Delaware North Headquarters, Buffalo, NY	110,000
FivePoint Gateway, Multiple Projects	
Houzz, Irvine, CA	22,000
IBM, Agoura Hills, CA	13,000
Lennar Homes	
Masimo Corporation, Irvine, CA	210,000
McDonald's Midwest Division, Chicago, IL	14,000
McDonald's Western Division, Irvine, CA	14,000
McDonald's Los Angeles Region, Los Angeles, CA	29,000
McDonald's Seattle Region, Seattle, WA	17,000
McDonald's Tampa Region, Tampa, FL	18,000
McDonald's San Diego Region, San Diego, CA	18,000
N.E.T., Fremont, CA	290,000
Park Place, Repositioning, Irvine, CA	60,000
Perseco, Chicago, Illinois	60,000
Harbor Distributing, Huntington Beach, CA	100,000
Sunstone, Irvine, CA	22,180
St. Joseph's Health, Irvine, CA	180,000
Studio Achetype, San Francisco, CA	15,000
Tetra Tech, Irvine, CA	26,000
TEVA Pharmaceuticals, Irvine, CA	30,000
The CAC Group, San Francisco, CA	4,800
William Lyon Homes Showroom, Irvine, CA	12,121
Zillow, Irvine, CA	21,000

Civic & Government

	Size (sq ft)
California Department of Transportation, District 12 Irvine, CA	130,000
The Salvation Army, Santa Ana, CA	21,365



Brianna Scheid

Designer

Brianna is inspired by human centered design and believes that great design shapes the world we live in. As a designer, Brianna enjoys building relationships with her clients throughout the design process and strives to create environments which are innovative, inspirational and engaging.

With a portfolio that includes workplace, hospitality, and mixed use projects throughout the US and abroad, Brianna applies her diverse experience to solve complex design challenges and create environments that are meaningful and authentic to the clients vision.

In addition, Brianna has experience during the construction phases of a project - completing construction documents, attending construction meetings, and leading project management - enabling her to ensure project success throughout all phases of the project.

5 Years of Experience

Joined Gensler 2014

Background

Bachelors of Fine Arts in Interior Design, New York School of Interior Design
Associates in Applied Science, Visual Presentation & Exhibition Design,
Fashion Institute of Technology

Financial Services	size (sq ft)
Nomura Securities HQ, New York, NY	830,000
Opus Bank, Beverly Hills, Beverly Hills, CA	1,567

Legal	size (sq ft)
Blank Rome Philadelphia, One Logan Square, Philadelphia, PA	200,732
Greenberg Traurig, Irvine Program and Test Fits, Irvine, CA	19,000
Sidley Austin, New York 787 Seventh Ave Restack, New York, NY	347,672
Troutman Sanders, New York Offices, New York, NY	88,000
Weil New York	
Headquarters, 767 Fifth Ave, New York, NY	450,000
600 Madison Ave, Support Space Floor, New York, NY	22,691

Management Advisory	size (sq ft)
KHP Capital Workspace, San Francisco, CA	
Langan Engineering	
21 Penn Plaza, New York, NY	60,000
New Jersey HQ, Parsippany, NJ	79,920

Sciences	size (sq ft)
Bristol-Myers Squibb Lawrenceville, Lawrenceville Township, NJ	66,000
Johnson & Johnson	
WHQ Tower, 14th Floor Boardroom, New Brunswick, NJ	4,200
J&J/Janssen Pharmaceuticals Titusville Project Nexus, Titusville, NJ	278,508
ESP NA EBS Hub, Tampa, FL	80,885

Development	size (sq ft)
EFC T2 Marketing Suite, Hangzhou, China	3,500
FivePoint at Broadcom Campus, Irvine, CA	

Build-to-Suit	size (sq ft)
Bristol-Myers Squibb Princeton Pike, Lawrenceville Township, NJ	648,894
PIF New HQ, Riyadh, Saudi Arabia	775,537

Landlord Services	size (sq ft)
400 Spectrum Center Dr., Irvine, CA	19,120
Old Republic - Boardwalk, Irvine, CA	3,500
The Progressive Workplace Initiative, Newport Beach, CA	44,200



Daniel LeBeau

Associate

Job Captain

Daniel's broad experience in multiple practice areas and project phases, as well as technical knowledge make him a valuable asset to the Gensler team. Daniel's background in construction has facilitated his successful approach to fiscally responsible project implementation and delivery.

Daniel is an architectural designer with a passion for innovation, sustainability, and efficiency. He seeks to enable companies and individuals in the advancement of their design and construction documentation services. Currently, Daniel serves as a valuable team member to the Work Flex 2 Studio, providing both design solutions and technical expertise for several high-end projects currently in development.

33 Years of Experience

Joined Gensler 2014

Background

Bachelor of Fine Arts, Interior Architecture, Northern Illinois University

Developer	Size (sq ft)
Spectrum Terrace, Irvine, CA	28,000
Broadcom, Irvine, CA	1,000,000
FivePoint at Broadcom Campus, Irvine, CA	41,300
Grantville Student Housing, San Diego, CA	

Technology	Size (sq ft)
Zillow Group, Irvine, CA	21,000
Incipio, Irvine, CA	55,000
IOP_Cogility, Irvine, CA	11,000
OCPC, Irvine, CA	40,000

Financial Services	Size (sq ft)
Deutsche Bank, Santa Ana, CA	12,750
Farmers & Merchants Bank, Turlock, CA	5,000
AmeriHome Mortgage, LLC, Irvine, CA	

Foundations, Associations & Organizations	Size (sq ft)
AutoClub IT Restack, Costa Mesa, CA	106,000

Government & Defense	Size (sq ft)
CitySan Clemente Negocio, San Clemente, CA	13,100
City of San Clemente- Police Services TI, San Clemente, CA	

Media & Consumer Goods	Size (sq ft)
Smashbox Studios, Culver City, CA	20,729

Health & Wellness	Size (sq ft)
Calimesa Country Club Village, Calimesa, CA	58,700

Retail	Size (sq ft)
Capital One NEX Cafe Hollywood, Los Angeles, CA	10,477

Sciences & Energy	Size (sq ft)
3M Oral Care, Irvine, CA	2,100
BreitBurn, Los Angeles, CA	20,000
Metronic, Irvine, CA	100,000

City of San Clemente

City Hall & Civic Center

San Clemente, CA

Gensler was retained by the City of San Clemente in 2005 to develop programming and facility needs assessment, including construction valuation for their new civic center. Working closely with all departments, Gensler identified current and projected space allocations for the next 10 years. Armed with this information, Gensler evaluated three separate development alternatives: Build-to-Suit Civic Center in the Downtown, Build-to-Suit Civic Center at Existing City Hall Site and Consolidated Adaptive Reuse of an existing Office Facility. After review and recommendations, the City Council gave conceptual approval to the consolidation of three existing City offices into the Community Development

facility which at an existing city-owned, three story, 55,000 sf building. Gensler was then retained to provide full interior design services. The City also requested Gensler take a LEED approach. The project was recently approved by the City Council to pursue LEED CI Silver. Gensler is currently working on incorporating such strategies to the site, business park and buildings.

Size

40,000 sf

Services Provided

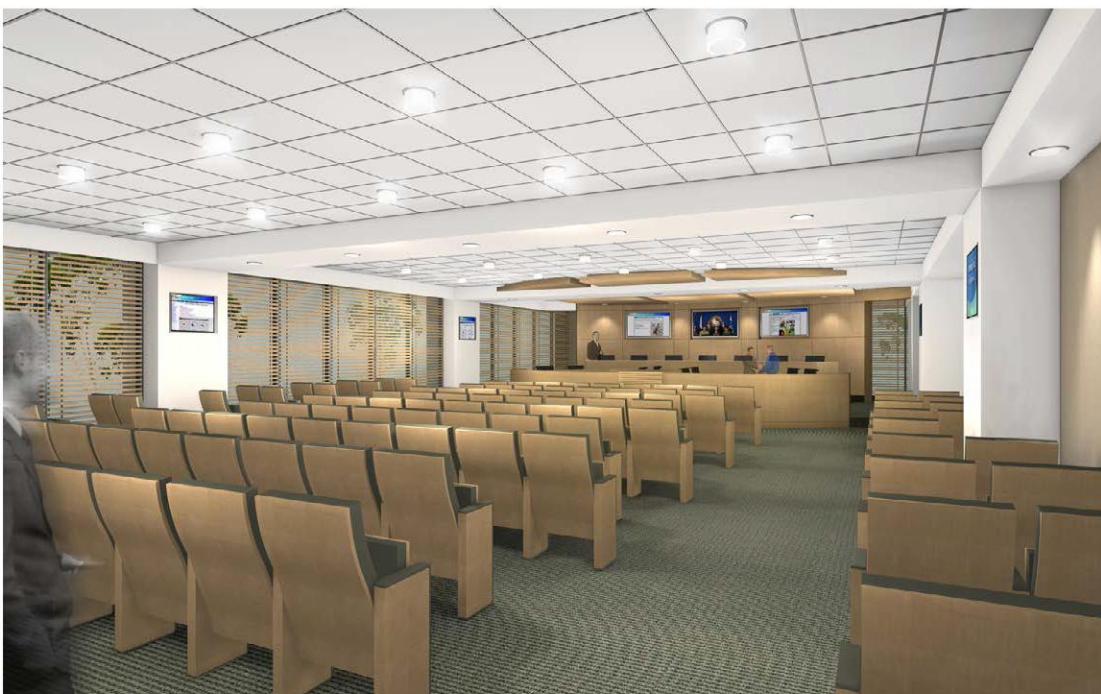
Interior Architectural Design
Strategic Planning
Programming
LEED Strategies

Year Completed

2017 & 2008

Client Contact

Mr. Tom Bonigut
Public Works Director,
City Engineer
bonigutt@san-clemente.org
(949) 361-6187



25G-153

The Irvine Company - Headquarters

Phase/Occupied Interior Renovation

Irvine, CA

Gensler helped re-evaluate the Irvine Company's own work environment across Office, Resort, Retail and Community Development Divisions with flexible standards and palettes that provide for future growth.

At the inception of the Irvine Company's headquarters remodel project, it was important to engage employees through the Workplace Performance Index Survey, in which results informed the design team of several key findings. These findings included; a lack of and variety of collaboration spaces, individual work areas were poorly utilized, and the employees felt their work environment did not express the quality brand of the company itself. Gensler developed new workplace standards for interior architecture and furnishings,

incorporating flexibility to support all four work modes - collaboration, learning, focus and socialization. New state of the art technology and energy efficient lighting was incorporated throughout. Transparency with access to daylight was desired for all employees and provided through demountable glazing systems for private rooms, and lower panel heights with glazing for the open work area.

Size

325,000 sf

Services Provided

Change Management
Master Planning
Workplace Strategy
Gensler WPI
Communication Plan

Year Completed

2015

Client Contact

Mr. John Koga
VP Planning & Design
jkoga@irvinecompany.com
(949) 720-2000



25G-154

Allergan

Campus Improvement Headquarters

Irvine, CA

Aside from redensifying their campus, Allergan wanted to promote connectivity and collaboration to support their organization's culture and brand.

Allergan engaged Gensler to refresh two towers on their Irvine campus and create a courtyard that would promote connectivity within the buildings and re-energize the campus. The diverse program included a trial clinic, a gym, training and conference facilities and office space. The design reinforces the company's BOLD culture with collaborative social spaces and amenities designed to build stronger bridges between the company's colleagues.

Prior to starting the project, the team did multiple rounds of programming and visioning exercises to determine the best way to increase efficiency with their program and still connect the campus.

One enters the campus through the reception that is shared by Tower 1 and Tower 2. Tower 1 is a 5-story building that holds the campus cafeteria and work floors. The typical work floor implements an open plan that provides a balance of open and closed collaboration spaces and a variety of meeting and work settings.

Tower 2 is 7 stories and has a connecting bridge to Tower 1. The conference center is located on the top floor to provide a more enhanced experience for all attendees. The fitness center is also located in Tower 2. Amenities are located throughout the campus to increase interaction and connectivity within their employees.

Gensler also redesigned the exterior courtyard to incorporate more amenities and collaborative spaces for employees. An outdoor Yoga pavilion, along with the new gym reinforces an emphasis on wellness. The new conference pavilion is available as an alternative gathering spot for either impromptu meetings or training. New food and beverage options, such as a coffee kiosk, encourages interaction and collaboration among employees.

Size

600,000 sf

Services Provided

Programming
Workplace Strategy
Architectural Interiors
Exterior Landscape Design
Digital Experience

Estimated Completion

2020

Client Contact

Mr. Allen Petrossian
Executive Director
petrossian_allen@allergan.com
(714) 246-4111



25G-155

Auto Club Enterprises

ACE I.S. Restack

Costa Mesa, CA

Reflecting the Auto Club's motto, "We're Always With You", Gensler regards our client relationship with this same level of commitment.

Commencing in the Fall of 2016, Gensler moved quickly into the Programming Phase for Auto Club Enterprise's (ACE) two-floor, 104,000 sf Information Systems remodel to create a high-performing workspace that would support their collaborative spirit of working. Situated within an 800,000 sf campus, the c. 1980 building was devoid of daylight. The tunnel corridors and high partitions blocked views and created silos that did not allow for cross communication, much less direct collaboration. Utilizing the advantage of recent building code adoptions, Gensler was able to open up each 52,000 sq. ft. floorplate, resulting in a direct line of sight from one end of the building, through an enclosed atrium, across the floor to the opposite side of the building, infusing the

floors with daylight and openness. Creative problem solving with the city allowed the two-hour atrium to be punctuated with millwork framed windows that supported the through-views from each side of the building. With the second floor extending beyond the third floor, Gensler utilized the staggered building footprint to carve out a new 1,400 sf roof top deck, which also enlivens the workplace with access to the outside environment.

Size

104,000 sf

Services Provided

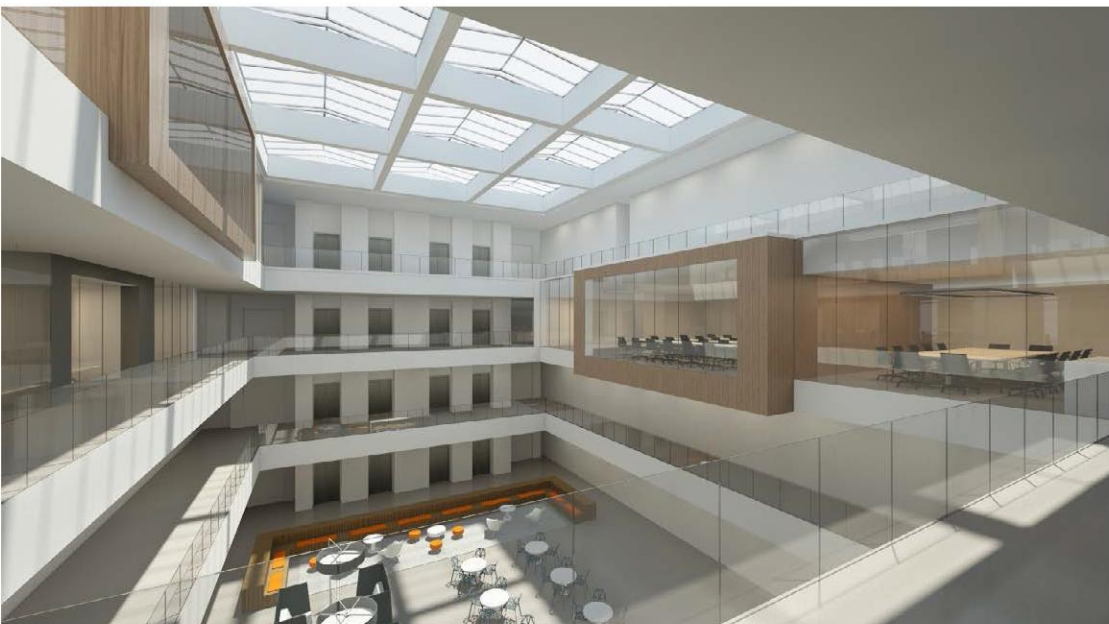
Visioning
Programming Construction
Budgeting Schematic
Design Construction
Documentation
Construction Administration
Rooftop Deck
Atrium Remodel

Year Completed

2019
Phased, stay in place
occupied remodel

Client Contact

Ms. Marilyn Biscotti,
Sr. Strategic Sourcing
Consultant
biscotti.marilyn@aaa-calif.com
(714) 850-5648



25G-156

Understanding of Need/Scope of Services

OUR APPROACH

We view design as the process of finding solutions to the challenges and opportunities you face. We work with your team to bring the right people together, identify the options, choose the right solution, build consensus, and figure out where to begin. As an example, a buildings' repositioning can be approached in different ways. Sometimes the focus is just on the lobby and public spaces. In other cases, it involves giving the building a new outer skin, replacing the old one in part or whole. The underlying goal is to heighten the appeal or transform the environment for your asset. Our role is to help you assess where the value is and then to unlock it.

Once we identify a solution together, Gensler will provide design services to help you implement a new facility, a new environment, or a new identity program. The design solution we create aligns with your project drivers and stakeholders goals. We work collaboratively with the stakeholders and your entire team to create the best possible solution, a solution that reflects the contribution of each participant in the process.

DESIGN STRATEGY SESSION

A part of most every project at Gensler, the objective of the design strategy session is to gather the project team to take a macro-level look at the project at hand and through a facilitated kick-off meeting discussion, identify overall potential while creating alignment on project process. The intent is to emerge from the design strategy session with a sense of shared vision and direction, while understanding the relationship between business objectives, brand and budget.

PROGRAMMING

Gensler's programming process identifies each project's space requirements as well as the overall project drivers and goals. We meet with stakeholders and/or departmental representatives to gather their specific requirements. The resulting document is a written summary of the quantitative and qualitative information and includes personnel, support space and amenity requirements, adjacencies, work flow, communication patterns, collaboration needs, security, aesthetics, quality level and other special requirements.

SPACE PLANNING

Utilizing the approved program and design strategy, we proceed with development of a space plan and/or building design. The space plan takes the form of a 2-dimensional graphic representation of how the space is configured. It's loose and fluid allowing for manipulation of facades, partitions and openings.

SCHEMATIC DESIGN

The Schematic design concept gives a general sense of what the workplace and/or building will look like. A 3-dimensional version of the space plan emerges during the schematic design. The design concepts consider cost and time implications in addition to how well they support your workplace vision and program requirements. During Schematic Design consultants are brought onto the team to provide design solutions connecting the conceptual design to the resulting construction documentation.

DESIGN DEVELOPMENT

After the general design direction is approved, we start to solidify it and create drawings that reflect a more finalized design. Finishes, materials and colors are presented for your approval. Again, we will jointly revisit the project vision and ask ourselves if it meets the criteria and vision that we set at the beginning.

We continue to consult with project consultants to define HVAC lighting, plumbing, structural, power and communications & landscape design criteria. We also work with project consultants to identify potential long lead items.

CONSTRUCTION DOCUMENTATION

Once the design is fully developed and approved, we prepare final construction documents and specifications for construction, final costing and plan check activities. We coordinate with the team of engineers and consultants to provide a fully developed package that can be competitively bid.

To accompany the construction documents, we prepare a project manual, which describes in detail all materials and the required means and methods for fabrication.

PERMITTING STRATEGY/CODE ANALYSIS

Key to Gensler's project approach is developing working relationships with the approval agencies that have jurisdiction over our projects. We meet with officials early in the design process to discuss code and planning related issues. This allows us to flush out any potential problems, identify early solutions, and obtain support by all parties involved, which ultimately results in a smoother permitting process. Follow-up meetings during design further ensure that permits will be issued in a timely manner. This approach has been carried out at Gensler by dedicated staff members who have spent years developing an expertise in permitting negotiations and code analysis.

Our integrated project approach provides comprehensive code compliance utilizing the following tools by our staff:

- Quality Assurance Form
- Construction Document Checklist Forms
- Building Code Analysis Forms (Interior & Architecture)
- Project Architect Forums

Frequently, changing codes and regulations requires Gensler to continually update its code knowledge base. As a resource to our clients we provide the following range of services:

- Code compliance information
 - Governmental representation/conflict resolution
- Identify early solutions and obtain support by all parties involved

Use creative permit strategy to expedite projects and start construction earlier than scheduled

CONSTRUCTION PERFORMANCE

Gensler monitors construction from commencement through completion, visiting the site regularly to review the progress and quality of the work and to determine if the space is being built according to the approved drawings. We review contractor shop drawings and requests for information; We review and take appropriate action on specified contractor submittals including shop drawings, product data and samples. We prepare completed construction punch lists and issue letters for substantial completion.

This scope includes inspection of the constructed portions of the project to confirm the completion of milestones and percent completion in connection with contractor progress payment.

Quality Assurance

Gensler has a carefully developed and documented quality assurance program (QA) that is used on all projects so that each will conform to the highest standards of excellence, efficiency, reliability and safety, and cost effectiveness. This program is administered by the Project Manager, who will monitor the production-level activities of the Gensler team.

Our QA program describes methods for developing, preparing, coordinating, checking, verifying, reviewing, approving, issuing, revising, and filing design, construction, procurement and other project documents. The QA program includes both a body of standards and procedures, and a training component to ensure that all professional staff are aware of and use these standards.

The objective is to ensure that every project meets these standards and that schematic design, design development, and contract documents contain concise, complete, and well coordinated information.

RIGOROUS FOLLOW THROUGH

Our approach to all interactions with the project team is rooted in a commitment to an iterative process that hinges upon an adherence to rigorous follow-through. We are committed to a "feedback and feed forward" approach: we generate issues and possible directions with the project team, research them, bring information back, and develop strategies and policy recommendations with their input—all while maintaining a watchful eye on the schedule and budget.

EFFECTIVE DOCUMENTATION

Throughout the process our team systematically documents findings through written questionnaires, meeting notes, digital photographs, and research memoranda. This documentation allows us to effectively share information across the team, and stakeholders as needed. It also allows us to identify issues that require further research as each concept alternative is developed.

Keeping the Project on Schedule

Project Delivery

We pride ourselves in collaborating with engineering firms and consultants that have similar operational goals and objectives. We understand the calibre of the team is paramount to the project success; and we choose consultants with a proven track record who would assume responsibility not only for their own performance, but also

for the performance of the team as a whole. This approach allows us to leverage the entire team's collective skills and competencies to minimize cost and maximize the quality of the services to be delivered. Together, we strive to deliver total customer satisfaction. Should the project schedule be delayed by a consultant team member, the City of Santa Ana would never bear the costs to bring the project back on schedule.

Schedule

Schedule control is collaborative. We are committed to on-time delivery of every project, just as you are. We have an excellent track record in schedule control, which we maintain by keeping timing issues at the forefront of the design process, resolving key issues at the appropriate times, keeping changes to a minimum, and predicting where changes are likely to occur. Building on that knowledge, we will develop a specific project approach that defines each project and outlines the most appropriate ways to implement. Scheduling can have significant impact both on construction cost and operations, and the key to a successful project is to start the project correctly and efficiently.

Specialty Area Strengths

For the scope of work described in Appendix Attachment 1, Gensler has assembled an exceptionally well qualified team of professionals who have the technical capability and creative skills, a track record with Gensler on similar projects, and the commitment to achieve successful projects with the City of Santa Ana. Gensler will provide accessibility audits, interior and exterior architectural design and construction documentation, move management services and furniture procurement services for any new projects, or any expansion/renovation projects. Our past experience with the City of Santa Ana, as well as other public entities, demonstrates that we are well-versed in a wide-variety of project types and will be able to align your objectives with the most cost-effective solutions.

We will partner with the following engineers as applicable to each project:

Mechanical, Electrical and Plumbing Engineering

GLUMAC

18200 Von Karman Ave., Suite 100

Irvine, CA 92612

949.833.8190

Contact: Jonathan Mitsumori, P.E., Associate Principal

Structural Engineering

KPFF

18500 Von Karman Avenue, 10th Floor

Irvine, CA 92612

949.252.1022

Contact: Rob Fecarotta, Structural Engineer

Landscape Architecture

RIDGE LANDSCAPE ARCHITECTS

8841 Research Drive, Suite 200

Irvine, CA 92618

949.387.1323

Contact: Jim Ridge, ASLA, LEED AP

Additional Specialty Services

As a leader in sustainability and WELL design, Gensler is the only architecture firm to have signed the Paris Pledge for Action Plan of 2016. As architects and designers we know that our work has a lasting impact on the planet and human health, and we are committed to empowering ourselves to produce innovative new solutions to the pressing problems associated with climate change. In a recent published report, *Climate Change: Impact Through Design*, we have found that our sustainable design solutions are having an enormous sustainable impact for our clients around the world. Our portfolio is saving enough energy to permanently remove 18 coal power plants from the U.S. electricity grid by 2030, and every year our LEED projects are saving enough water to support entire cities the size of Miami, Minneapolis and Oakland. Just think about how we can help save resources for City of Santa Ana!

References/Client List

Department of General Services

Caltrans, District 12

Orange County, CA, USA



- Programming
- Space Planning

Caltrans District 12 engaged Gensler to provide programming through schematic design services for their relocation from Irvine to Tustin. Gensler was challenged with consolidating Caltrans' 483 employees from a campus-like environment to multi-story office building.

A flexible work environment allows departments to expand, contract or relocate with "Box" moves minimizing the impact of potential construction requirements.

Amenities Include a 1,000 sf mainframe computer room, public customer service center, 6 break room / lunchrooms, print shop, hi-density filing systems, and connection to an emergency backup generator, IT training room, video conferencing in executive conference room, tenant security systems and public conference room with maximum capacity of 100.

Project Cost: \$6,955,000 (est.)

Year of Completion: 2017

Department of General Services

707 3rd Street, 5-305

Sacramento, CA 95605

Ms. Maria Blase

(916) 375-4116

City of Irvine

OnCall Architectural Services

Irvine, CA, USA

Dianne Dodge, Project Manager



- Architecture & Design Services
- Landscape Architecture
- Facilities Design/Engineering Services

Gensler was one of several firms awarded a 3-year On-Call contract with the City of Irvine. We are currently in our third renewal of this 3-year On-Call Agreement. Under this contract, Gensler successfully completed the following projects:

Housing and ACS: Interior renovation/remodel of Area A, 3rd Floor of Civic Center, approximately 5,500 sf.
Project Cost: \$502,034

Public Safety Offices: Interior renovation/remodel of Police Services to include Public Safety Offices on the 1st floor of Civic Center, approx 2,600sf
Project Cost: \$165,000 (approx)

Mother's Room: Construct new room on 2nd floor of Civic Center
Project Cost: \$85,000 (approx) Year of

City of Irvine

One Civic Center Plaza

P.O. Box 19575

Irvine, CA 92623

Abdulla Ahmed, Sr. Project Manager

(949) 724-6675

References/Client List

County of Orange Plan Check Services

Orange County, CA, USA



- Architectural & Engineering Services
- Plan Check Services

Gensler worked with Tait & Associates for the County of Orange Public Works providing building plan check services for large scale residential developments in Orange County. Services provided include Architectural, Structural & MEP services associated with the various new developments.

Project Cost: \$ varies per project

Year of Completion: Ongoing

Contact:

Tait & Associates, Inc.

701 N. Parkcenter Drive

Santa Ana, CA 92705

Greg Fick, Entitlement Manager

714.560.8200

Todd Schmieder, Sr. Project Manager

(714)560-8200

City of Huntington Beach OnCall ADA Upgrades

Huntington Beach, CA, USA



- Full Interior Architectural Services
- Construction Administration
- ADA Evaluation and Upgrades

The County selected the Gensler-led team through a public bid process to evaluate and implement overall ADA compliance projects of the Huntington Beach Civic Center, including 5-stories of the City Hall Building, the Council Chamber Auditorium and site and parking upgrades. Services provided include Architectural, Civil, Structural and MEP design and construction administration services.

Project Cost: \$1,000,000

Contact:

City of Huntington Beach Public Works

17371 Gothard Street

Huntington Beach, CA 92647

Mr. Jerry Thompson, General Services Director

(714) 960-8845

**Appendix
ATTACHMENT 3
CERTIFICATIONS**

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed 

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Notary Public Signature

Notary Public Seal


NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: 

Title: Principal

Firm: Gensler

Date: 4/20/2020

NON-DISCRIMINATION CERTIFICATION

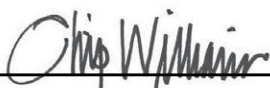
Certifications

The undersigned Contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subContractor or Contractor as a result of such direction by the administering agency, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any Contractor of public works violating this Section is subject to **all** the penalties imposed for a violation of the Chapter.

Signed: 

Title: Principal

Firm: Gensler

Date: 4/20/2020

Abu Dhabi	Morristown, NJ
Atlanta	Munich
Austin	New York
Baltimore	Newport Beach
Bangalore	Oakland
Bangkok	Paris
Beijing	Philadelphia
Birmingham	Phoenix
Bogotá	Portland
Boston	Raleigh-Durham
Charlotte	San Antonio
Chicago	San Diego
Dallas	San Francisco
Denver	San Jose
Detroit	San José, CR
Dubai	São Paulo
Hong Kong	Seattle
Houston	Shanghai
La Crosse	Singapore
Las Vegas	Sydney
London	Tampa
Los Angeles	Tokyo
Mexico City	Toronto
Miami	Vancouver
Minneapolis	Washington DC

4675 MacArthur Court
Suite 100
Newport Beach CA
Tel 949.863.9434

gensler.com



City of Santa Ana

Space Planning & Architectural Consulting Services

Response to RFP#20-040

April 20, 2020

FEE PROPOSAL



Gensler

25G-167



FEE PROPOSAL

Billing Rates

Team Member	Hourly Rate
Principal	\$225 - \$350
Design Director	\$165 - \$250
Technical Director	\$165 - \$250
Project Manager	\$145 - \$250
Senior Designer	\$125 - \$205
Senior Project Architect	\$125 - \$205
Intermediate Designer	\$95 - \$175
Project Architect	\$95 - \$175
Junior Designer	\$80 - \$125
Administration	\$80 - \$100

Abu Dhabi	Morristown, NJ
Atlanta	Munich
Austin	New York
Baltimore	Newport Beach
Bangalore	Oakland
Bangkok	Paris
Beijing	Philadelphia
Birmingham	Phoenix
Bogotá	Portland
Boston	Raleigh-Durham
Charlotte	San Antonio
Chicago	San Diego
Dallas	San Francisco
Denver	San Jose
Detroit	San José, CR
Dubai	São Paulo
Hong Kong	Seattle
Houston	Shanghai
La Crosse	Singapore
Las Vegas	Sydney
London	Tampa
Los Angeles	Tokyo
Mexico City	Toronto
Miami	Vancouver
Minneapolis	Washington DC

4675 MacArthur Court
Suite 100
Newport Beach CA
Tel 949.863.9434

gensler.com

**AGREEMENT TO PROVIDE ON-CALL SPACE PLANNING AND
ARCHITECTURAL CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this 17th day of November, 2020 by and between Corgan, Inc. ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On March 30, 2020, the City issued Request for Proposal No. 20-040, by which it sought qualified consultants to provide on-call space planning and architectural consulting services for the City's Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 20-040.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City's sole discretion, Consultant shall perform the services described in the scope of work that was included in RFP No. 20-040, which is attached as Exhibit A, and as more specifically delineated in Consultant's proposal, which is attached as Exhibit B and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Consultant is one of ten (10) consultants selected to provide services on an on-call basis under RFP No. 20-040. The total annual compensation for these services provided by all such consultants selected under RFP No. 20-040 shall not exceed the shared aggregate amount of \$300,000 during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of

performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on November 16, 2023, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONSULTANT

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents

& Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subconsultants, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. **Business automobile liability insurance,** or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the California Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. **If Consultant is or employs a licensed professional such as an architect or engineer:** Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. **The following requirements apply to the insurance to be provided by Consultant pursuant to this section:**
 - (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be cancelled

or reduced in coverage or changed in any other material aspect, by Consultant, without thirty (30) days prior written notice to the City.

(iv) Consultant shall supply City with a fully executed additional insured endorsement.

- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, Consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
 City of Santa Ana
 20 Civic Center Plaza (M-30)

P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: (714) 647-6956

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Consultant: Corgan, Inc.
5800 Bristol Parkway, Suite 640
Culver City, CA 90230

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Consultants retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of