

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH Q3 ENGINEERS INC.**

THIS AGREEMENT is made and entered into this 1st day of June, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Q3 Engineers Inc., a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to furnish engineering services for the design of security lighting at City parks, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Fifty Thousand Dollars (\$ 50,000.00).

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

and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

### **3.0. TIME OF PERFORMANCE**

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

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

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

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on June 1, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

## 5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

## 6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals,

directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

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

IF TO CONSULTANT:

Q3 Engineers Inc.  
18672 Florida St, Suite 201A  
Huntington Beach, CA 92648  
Tel: (714) 465-5200  
Fax: (714) 242-9499  
Attn: Quang Nguyen

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5303  
Fax: (714) 754-5330  
Attn: Bart Mejia

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

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

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

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance

shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

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

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

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

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

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

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

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

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this



Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COSTA MESA,  
A municipal corporation

[Redacted Signature] \_\_\_\_\_  
Chief Executive Officer

Date: 7/25/14

[Redacted Signature] \_\_\_\_\_  
Public Services Director

Date: 7.23.14

CONSULTANT  
[Redacted Signature] \_\_\_\_\_  
Signature

Date: 7/2/14

QUANG NGUYEN - PRESIDENT  
Name and Title

[Redacted] \_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:  
[Redacted Signature] \_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa


APPROVED AS TO FORM:

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

Date:

05/29/14

APPROVED AS TO INSURANCE:

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

Date:

6/26/14

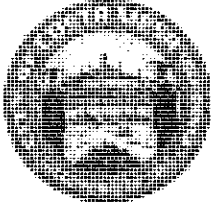
APPROVED AS TO CONTENT:

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

Date:

5/29/14

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



# CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

February 12, 2014

**SUBJECT: REQUEST FOR PROPOSALS (RFP's) FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF SECURITY LIGHTING SYSTEMS AT VARIOUS CITY PARKS**

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the furnishing of professional engineering services for the design of security lighting systems at various City parks.

The anticipated schedule of events to complete the professional services for the project is as follows:

**EVENTS TO COMPLETE WORK**

**DATE**

1. Pre-Submittal Walk Through (*)	02/18/2014
2. Proposal Received by City	02/27/2014
3. Selection of Consultant	03/14/2014
4. City Council Award	04/15/2014
5. Kick-off Conference	04/21/2014
6. 60% Submittal	05/30/2014
7. 100% Submittal	07/25/2014
8. Final Submittal	08/15/2014
9. Advertisement Phase (Construction)	09/02/2014

- (\*) A mandatory walk through will be conducted on Tuesday, February 18, 2014, starting at TeWinkle Park (park at the east end of the TeWinkle Park Athletic Field Complex off of Arlington Drive). From TeWinkle Park we will proceed to Wakeham Park, then to Shiffer Park, then to Del Mesa Park and ending at Heller Park. Please allow approximately two hours for the tour.

Enclosed is a Request for Proposals (RFP's) to furnish professional services for the subject project. Selection of a consultant team will follow the "One Step RFP" method as outlined in the California Department of Transportation Local Assistance Procedures Manual. The minimum requirements for qualifications and the necessary professional services required by the City are stated within the RFP.

**City of Costa Mesa Contact Person**

Baltazar Mejia, Senior Engineer, (714) 754-5291, is the sole contact person for this project. Respondents are not to contact other staff members in conjunction with this RFP prior to the announcement of the award.

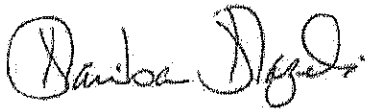
RFP – Park Security Lighting

**Required Copies of Request for Proposals on Due Date**

Five (5) copies of the project proposal and one copy of the fee proposal must be received by the City not later than 3:00 p.m. on Thursday, February 27, 2014. All proposals shall be delivered to:

Mr. Baltazar Mejia, P.E.  
City of Costa Mesa  
Public Services/Engineering  
77 Fair Drive  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

Sincerely,

A handwritten signature in black ink, appearing to read "Fariba Fazeli". The signature is written in a cursive style with a large initial "F".

Fariba Fazeli, P.E.  
City Engineer

Attachments

c: Ernesto Munoz, Public Services Director  
Baltazar Mejia, Senior Engineer

**REQUEST FOR PROPOSALS FOR  
PROFESSIONAL ENGINEERING SERVICES FOR THE  
DESIGN OF PARK SECURITY LIGHTING AT VARIOUS CITY PARKS**

**I. INTRODUCTION**

The City of Costa Mesa is requesting proposals for professional engineering services for Park Security Lighting Replacement Program. This project includes replacing the deteriorated or missing security lighting in the City's five parks:

1. TeWinkle Park Lakes
2. Shiffer Park
3. Wakeham Park
4. Heller Park
5. Del Mesa Park

Throughout the City, a number of City parks have security lighting systems that do not function properly, have insufficient lighting, or have deteriorated. Although city parks close at dusk, the walkways, trails and paths remain accessible to the public. Security lighting provides a measure of safety for pedestrians passing through the park and allows for a greater visibility of the park grounds for park rangers and police officers, thus, reducing vandalism, vagrancy, and crime. The work is intended to be completed in phases as follows:

- I. Design – Your proposal should include design of lighting facilities for all parks listed above.
- II. Interim Repairs – The scope of the work includes an interim repair with plans, specifications and construction cost estimates (PS&E's) for each of the parks listed above.
- III. Upgrade Existing Security Lighting Systems – The scope of work will also include a set of construction documents (PS&E's) that will allow the work to be bid for each individual park separately.

The City of Costa Mesa is seeking a consultant (licensed electrical engineering firm) with a strong background in security lighting upgrade and design to assist the City in the design of these facilities. The selected consultant will be responsible for the completion of construction documents and permits from all agencies necessary to construct these improvements.

**BACKGROUND**

**TeWinkle Park Lakes:** This Park holds a special place in the hearts of generous individuals and philanthropic groups. This site sits on 49 acres of man-made terrain. The lakes and hills that make-up TeWinkle Park Lakes was once flat land. TeWinkle Park was officially dedicated on January 31, 1965 to Mr. Charles TeWinkle who moved to Costa Mesa in 1920. He was the director of several local banks and was elected the first Mayor of the newly incorporated City of Costa Mesa in 1953.

This park offers 3 shelters, 3 restrooms, 5 barbecues, 30 picnic tables, 1 playground, 1 baseball field, 2 softball fields, 12 tennis courts, an amphitheater, and a lake where you can feed the wild ducks while enjoying the sounds and sites of a waterfall.

**Shiffer Park:** This park was named after Jacob "Jake" Shiffer who not only served on the local school board for 57 years, but he was an early Costa Mesa Farmer. His farm was located between Baker St. and Paularino Ave. near Bear St. where the Park is currently located. Shiffer Park was dedicated in March, 1978.

This 6.7 acre park offers a sheltered picnic area, 3 picnic tables, 2 barbecues, 2 unique playgrounds, volleyball court, basketball court, a handball court, and restrooms.

**Wakeham Park:** This park sits on 10 acres and offers a large field, 3 covered picnic areas with 3 tables, 12 picnic tables in total, 2 playgrounds, volleyball court and basketball court.

Hubert Henry Wakeham, ancestor of one of the oldest family names known to Costa Mesa acquired 208 acres in what became Costa Mesa in 1870. Wakeham Park is located south of the original Wakeham land purchase.

**Heller Park:** This 2.6 acre park offers 1 covered picnic area, 4 picnic tables in total, a playground and restroom.

The land that Heller Park sits on was originally used as a maintenance yard that Costa Mesa secured through an inter-agency land swap with the (then) Costa Mesa County Water District. It was Charles "Chuck" Heller, Costa Mesa's first Superintendent of Streets (Public Works Director), who was the catalyst for transforming the land into a park. Heller Park opened in 1969 and was named after Chuck Heller.

**Del Mesa Park:** This 4 acre park offers large play fields, 8 picnic tables, volleyball & basketball courts, a restroom and a barbecue. Del Mesa Park was named after the Del Mesa Housing tract in April 1980.

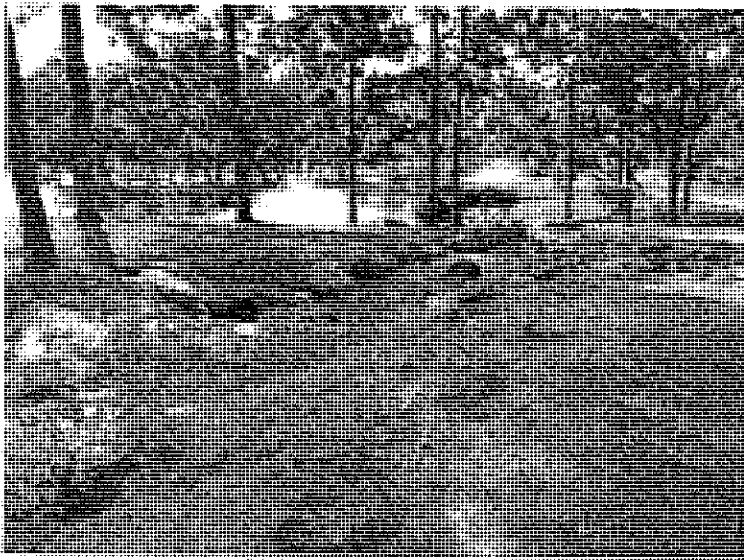
#### **A. General Goals:**

The project area is defined as security lighting in five City parks: TeWinkle Park Lakes, Shiffer Park, Wakeham Park, Heller Park and Del Mesa Park. This phase consists of defining the replacement and/or repair of the deteriorated security light systems within the five City Parks. However, the lighting system that illuminated the walk way paths at TeWinkle Park were removed and will require the replacement of the walk way lighting. The goals for this project are as follows:

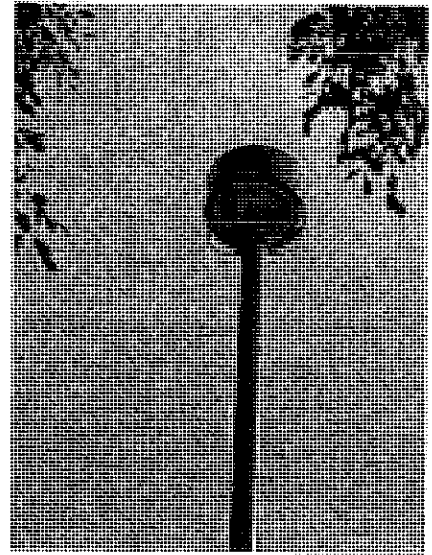
1. Meet with City staff to define and clarify the work plan and project elements.
2. Create an inventory of the lights in each park (etc. type of light fixtures, type of light bulbs, light fixtures, poles and bases that are either missing or need to be replaced due to deterioration.).
3. Identification of current security light deficiencies. **The following pages** provide examples of lighting currently utilized at each of the five City Parks.
4. Design of concept plan for each park and include any additional lighting for Restroom security (etc. type of light fixtures and placement).
5. Preparation of Plans & Specifications for each park.



# TeWinkle Park



TeWinkle Park Lake



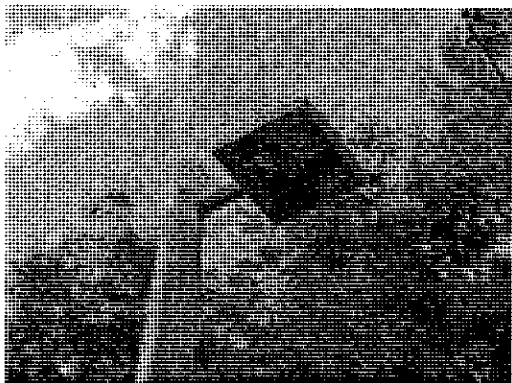
TeWinkle Park Light Fixture



TeWinkle Park Light Fixture



Insufficient Lighting at Restroom



Broken Light Fixture at Amphitheatre



Insufficient Lighting at Walk Paths

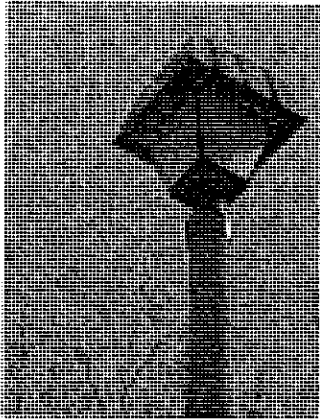
# Wakeham Park



Street Lighting at SE Park Entrance



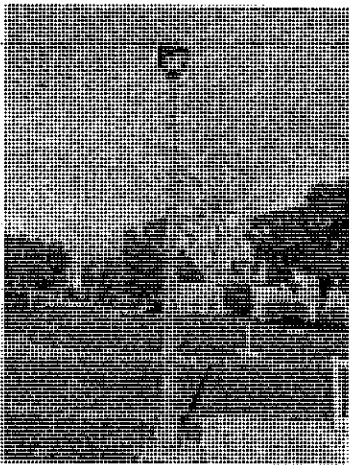
Dirty Light Fixture



Deteriorated Light Fixture



Restroom Lighting

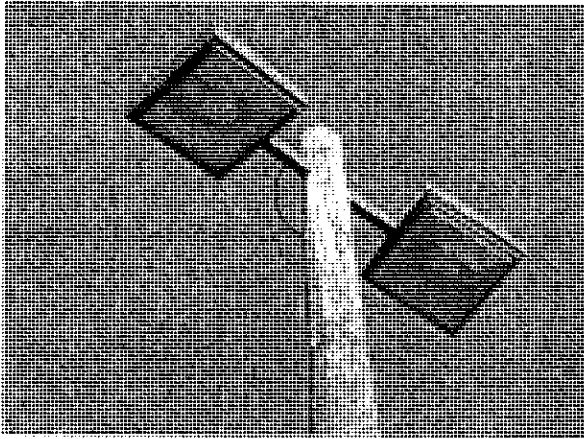


Broken Light Fixture at Main Entrance

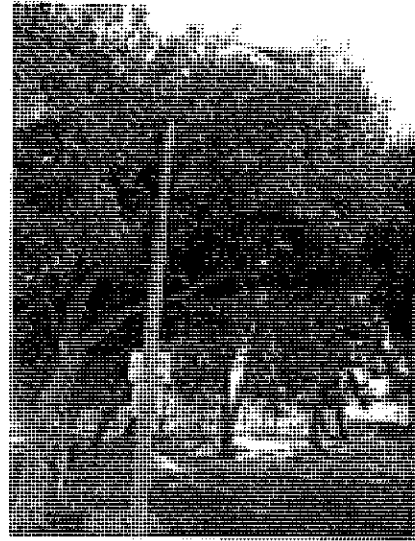


Leaning Light Pole on Walk Path

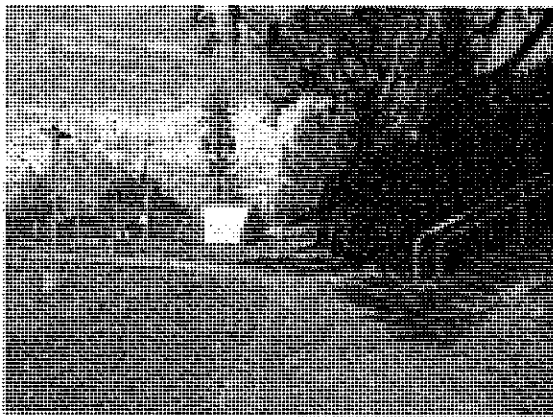
# Shiffer Park



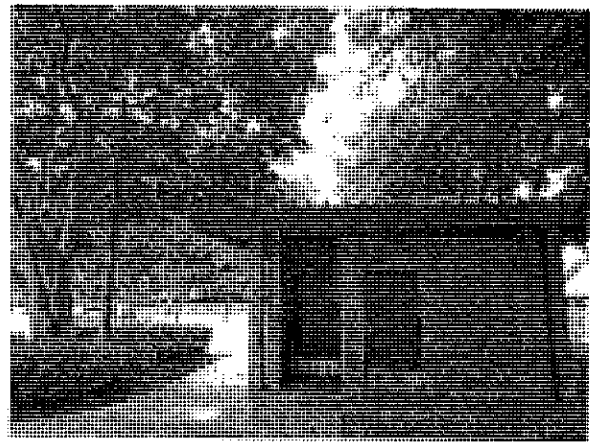
Typical Light Fixture



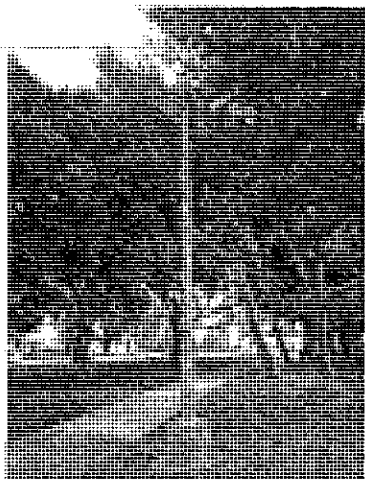
Lighting at Tamara Pl. Parking Lot



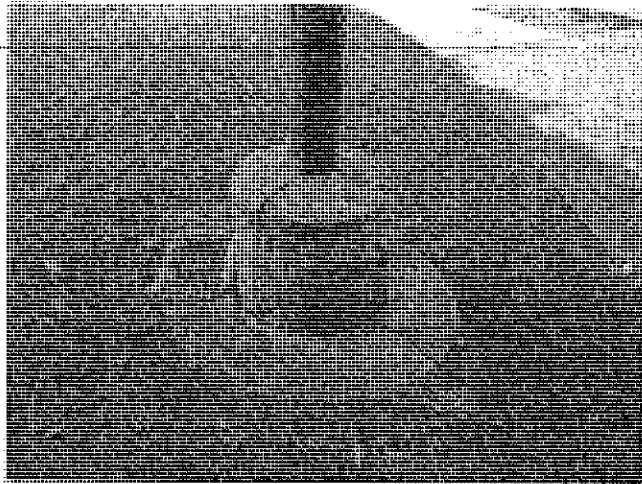
Lighting of Stair Entry from Bear Street



Restroom Lighting

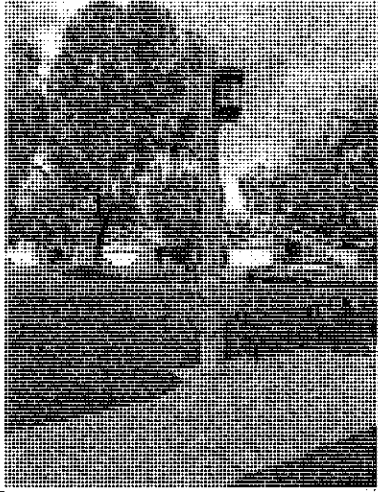


Typical Light Pole along Walk Paths



Typical Light Pole Base

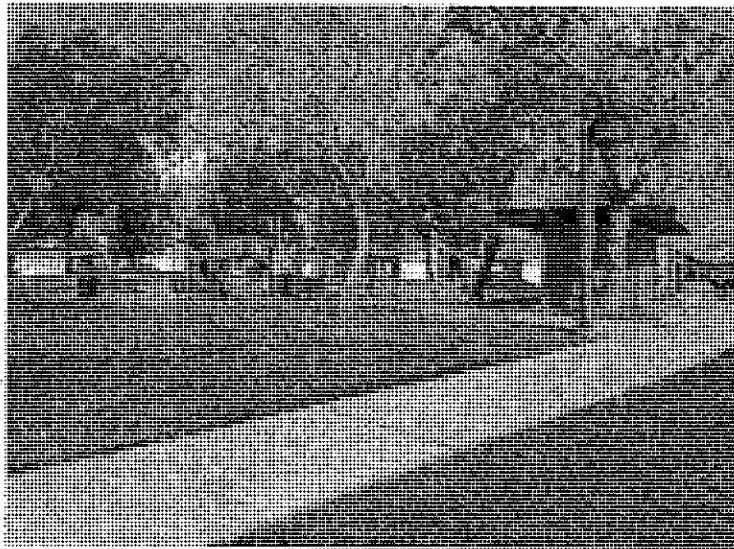
Del Mesa Park



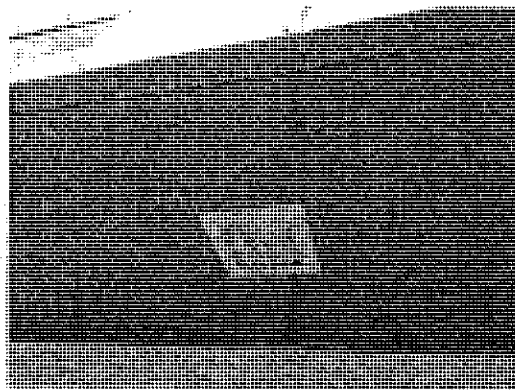
1 of 2 Park Lights adjacent to Restroom



Street Parking Light

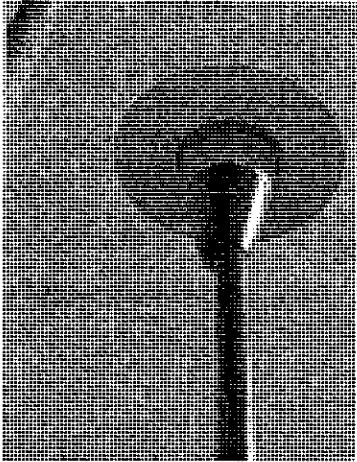


1 of 2 Park Lights adjacent to Restroom

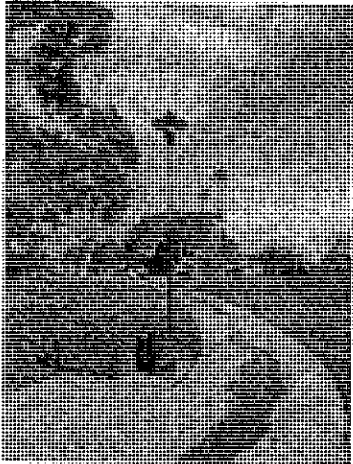


Restroom Light Fixture

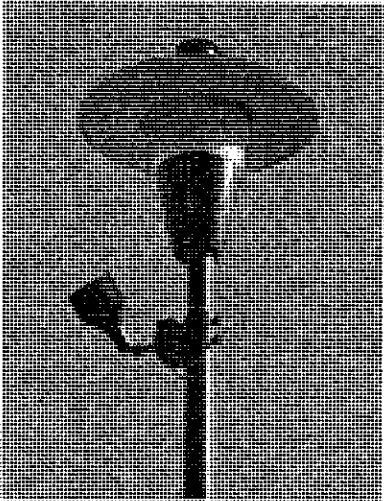
Heller Park



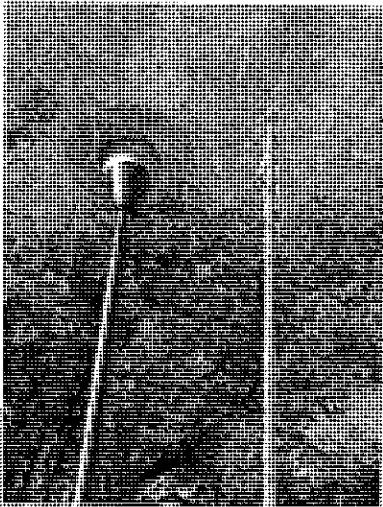
Typical Heller Park Light Fixture



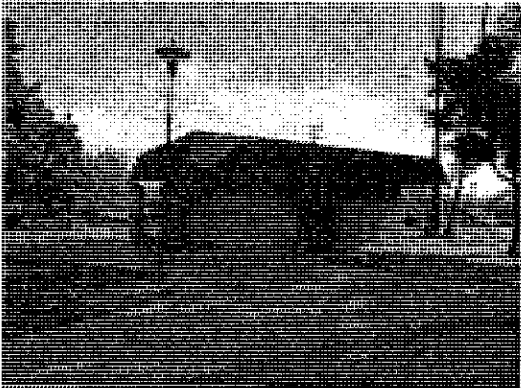
Walk Way Lighting



Flagpole Light Fixture



Flagpole Lighting



Restroom Lighting



Restroom Lighting

## **B. Minimum Consultant Qualifications:**

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

## **II. CONTENT OF PROPOSAL**

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

- A. Project Understanding - provide a brief review of the project and any suggestions you might have to expedite the project or special concerns of which the City should be advised.
- B. Work Plan - define the project approach, team assignments, and products.
- C. Schedule - provide a detailed schedule indicating stages of work and time frames.
- D. An organization chart and staffing plan identifying personnel on this project, with a brief resume on each individual (two pages max per person).
- E. A listing of lighting projects that your firm has completed.
- F. Comply with Professional Services Agreement requirements (see attached PSA).
- G. Fee proposal in a separately sealed envelope containing the following:
  - 1. Cover letter stating the total lump sum fee.
  - 2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.
  - 3. In addition, the consultant is requested to include an amount of **\$5,000** in the fee schedule for the project as a contingency to be used only as directed in writing by the City's PM.
- H. Submittal of **five (5)** duplicate proposals.

## **III. CONSULTANT SELECTION COMMITTEE**

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

- A. Produce a well-engineered set of PS&E that will result in a minimum number of construction contract change orders.
- B. Produce an innovative and detailed set of construction documents, which reflect field



conditions.

- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.
- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.
- E. Provide construction phases that meet the requirements stated above.

#### **IV. ESTABLISHMENT OF FEES**

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

#### **V. PROFESSIONAL SERVICES AGREEMENT**

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

#### **VI. INSURANCE REQUIREMENTS**

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

#### **VII. SCOPE OF CONSULTANT SERVICES**

The preparation of final security lighting drawings, specifications and estimates, and utility coordination shall conform to City standards. Plans shall be 1" = 20' scale horizontally (when applicable 1" = 2' vertically) on standard 24" x 36" sheets. AutoCAD latest version shall be utilized, completed on 4 mil. erasable mylar per the City standards. City might require some additional improvements in curb, gutter, sidewalks, landscape irrigation, and ADA accessibility for park safety. Consider the following:

- A. Design a state-of the art lighting system, including the use of LED fixtures with dimming capability.
- B. ADA Compliance – As appropriate, all improvements shall be ADA compliant. The Consultant shall review existing conditions at each park (i.e. walkways, restrooms, parking lots, and other public facilities), determine the need for ADA improvements as a result of the proposed lighting system, and prepare a report, including engineer's estimates and a matrix indicating any items that can be deferred. The Consultant shall discuss with the City the required ADA improvements, if any, as a result of the proposed work before finalizing the contract documents.
- C. Utilities and Agency Coordination - Perform all necessary research to establish precise

location of all utilities in conflict with location of work. This includes coordination with Southern California Edison and the City's Building Division.

- D. Complete project contract documents and special provisions in a format consistent with current City projects and guidelines and in compliance with Title 24.
- E. The Consultant will be requested to review and approve addenda and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting, and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design. A sub-line item fee for "Construction Technical Support" may be included under this phase, to be included within the scope of work at the discretion of the City, contingent on fee and services.
- F. For construction budgeting purposes, submit to the City preliminary construction estimates with PS&E submittals at 70% and 90% completion, and any significant updates of the estimates as design work progresses. Prepare the final detailed construction quantity and cost estimate. Plans and specifications shall be signed and stamped by the Consultant before submitting.
- G. Conduct a field walk-through with the City during the first and second PS&E submittal.
- H. Prepare and submit a Resident Engineer's file containing, at a minimum, final construction quantities and cost estimates, utility file, and all relative project information.
- I. The selected Consultant shall include items not specified as necessary to achieve completion and approval of the final design plans, specifications and estimates.

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

The City of Costa Mesa will be responsible for providing all available maps, plans, reports, and records on file with the City.

#### **IX. QUALITY ASSURANCE/QUALITY CONTROL**

Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project. Project Design meetings shall be held twice a month. The consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials.

**NOTE:** All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City upon completion of design. Ten percent (10%) of the total contract fee will be withheld until the final PS&E, Resident Engineers File, and all project documents are submitted in acceptable form to the City.

#### **X. CONTRACT CHANGES**

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City in writing prior to commencement of actual change in work. No fee



adjustment will be allowed unless said **prior** approval is authorized exclusively **in writing** by the City, without exception.

**XI. RIGHT TO REJECT PROPOSALS**

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this request for proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by respondent. The City will provide only the staff assistance and documentation specifically defined to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by a respondent. All proposals submitted to the City of Costa Mesa in response to this request for proposals shall become the property of the City.

**XII. SUMMARY**

Enclosed is the City of Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in submitting a proposal for this project, please forward to the City of Costa Mesa, Public Works Department, 4th Floor, City Hall, **on or before 3:00 p.m., February 27, 2014**. If additional information is required, please contact Baltazar Mejia at (714) 754-5291, or email at: [baltazar.mejia@costamesaca.gov](mailto:baltazar.mejia@costamesaca.gov).

**EXHIBIT B  
CONSULTANT'S PROPOSAL**



Engineers

Consulting & Design  
18672 Florida Street Suite 201A  
Huntington Beach, CA 92648  
714 465-5200 T.  
714 242 9499 F.

---

City of Costa Mesa  
Public Services/Engineering  
77 Fair Drive  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

**RE: Proposal to Provide "Professional Engineering Services For The Design Of Security Lighting Systems At Various City Parks" in the City of Costa Mesa**

Dear Mr. Mejia:

Responding to the City of Costa Mesa request for proposal, Q3 Inc. is pleased to present the following proposal to provide professional design engineering services for the Security Lighting System for various City Parks.

Q3, Inc. is a dynamic and innovative firm providing Electrical, Mechanical HVAC, and Plumbing Engineering Services. "Quality", "Customer Service", "Responsiveness" and "Schedule Driven" are the main FOUR Principles we strive For, at Q3 Inc.

Q3 is a licensed engineering firm in over 30 states. We are a certified Small Business Enterprise (SBE) registered with the State of California.

Q3, Inc. has professional staff with experience in the disciplines of Mechanical, Electrical, and Plumbing engineering. We have provided engineering and construction administration services for parks, commercial & retail facilities, restaurants, hotels, universities, colleges, critical facilities, industrial facilities and cogeneration power plants. We have the knowledge and experience to effectively manage, design projects that meet local and state requirements.

This proposal is being submitted individually by Q3, Inc. as prime consultant. Based on the project requirements, we are committed to meeting the City needs and offer the following:

- **Knowledge of local environment.** Based in Huntington Beach, Q3, Inc. has been actively participating in projects within the local area as well as numerous projects in other states and even other countries for many years and has successfully completed several Lighting and Power design projects. This combination of past local experience and present project undertakings produce a

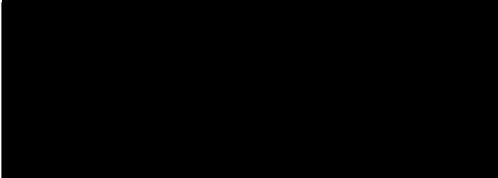
project team that is thoroughly acquainted with the local environment and the needs of the City.

- **Project Understanding.** We have evaluated the scope of work provided in the Request for Proposal and the related Addendum and visited the Parks. Q3 Inc. fully understands the scope of work and is prepared to provide the City with competent professional engineering services to complete this project.
- **Approach and Methodology / Work Plan.** Q3 has a proven work plan to complete projects on time, within budget. Our quality, cost and schedule control measures will result in timely and acceptable completion of the City's project.
- **Company Experience and Qualifications.** Q3 has a proven track record of successfully providing professional services to several clients throughout southern California, most of which have been repeat clients.
- **Competitive Prices.** We understand the budget constraints cities are often faced with. Our proposed fee is negotiable and our references will attest to our willingness to work within any budget.

We believe these strengths make Q3 uniquely qualified to provide the City with professional services. We thank you for the opportunity to submit our proposal and we look forward to further discussions with you regarding your project. Should you have any questions or need additional information, please contact me at our office (714) 465-5200 or by email at [qnguyen@q3inc.com](mailto:qnguyen@q3inc.com).

Respectfully submitted,

Quang X Nguyen  
Q3 Inc.



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## PROJECT UNDERSTANDING

It is our understanding that the City of Costa Mesa is seeking a professional consulting firm to provide Design Engineering Services and the preparation of individual Plans, Specifications and Construction cost Estimates for the security lighting design of all following five parks. Deterioration of the existing lighting systems is caused by factors such as weather, aging and accessibility in addition to that parts not having adequate security lighting fixtures. The engineering work may include, but is not limited to:

- Field surveying
- Local Photometric studies
- Auditing the existing pole bases
- Auditing the existing fixtures
- Design of lighting facilities
- Providing light fixture specifications
- Construction cost estimate

The location and area of parks are as follows:

Park Name	Address	Acreage
TeWinkle Park	970 Arlington Drive	49 Acres
Shiffer Park	3143 Bear Street	6.7 Acres
Wakeham Park	3400 Smalley Road	10 Acres
Del Mesa Park	2080 Mainstee Drive	4 Acres
Heller Park	257 16 <sup>th</sup> Street	2.6 Acres

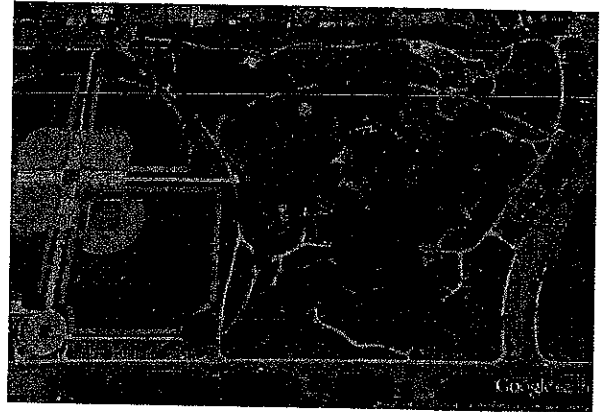
To familiarize ourselves with the existing conditions, the Q3 team attended the job walk meeting with the City. We also visited all the parks later on to collect more information. The overall lighting level at dusk is very diverse as the parks are lit spotted, so the uniformity is one of the main problems in the security lighting of the subject parks. Almost all the restroom areas need more lighting fixtures and the light level on the walkways also varies depending on the location of trees and park facilities.

**The existing conditions are summarized as follows:**

\* The complete list of deteriorations will be prepared as a part of closing documents; however, our initial findings are shown in exhibits following the text.

**TeWinkle Park:**

- Pole conditions: The existing light poles are in good condition, but not enough to provide the required minimum 0.5 foot-candle. The challenge will be finding the matching poles and fixtures.
- Walkway Lightings: There is no dedicated walkway lighting available in this park. Q3 will inspect the available light-level from surrounding light sources to determine the dark spots.
- Service: The existing transformer and service should be sized, based on the new selected fixtures. Panels are in good condition, but a new lighting panel and the related control system will be required according to various space functions.
- ADA Requirements: Q3 will inspect the existing condition and will provide the ADA deficiency report along with proposed conceptual upgrades.
- Special Requirements: Walkways pass through bridges and need special consideration while choosing light fixtures. Restroom needs more light and the design has to maintain uniformity.



**Shiffer Park:**

- Pole conditions: The existing light poles have to be replaced. Q3 will try to find poles with wooden face to keep the design consistent with the existing shapes. (Depending on the compliance with technical requirements)
- Walkway Lightings: As the park area is open, pole-mounted fixtures should provide enough light to the whole area. Q3 will inspect the available light-level to determine the dark spots after completion of general fixture designing.
- Service: The existing service will be sized after light fixture selection is complete. The new enclosure to be specified with an stainless steel one. A photocell is already provided to control the lightings.
- ADA Requirements: Q3 will inspect the existing condition and will provide the ADA deficiency report along with proposed conceptual upgrades.
- Special Requirements: Monument will be lit, using solar panels. Battery pack, charger and other equipment need to be carefully designed and specified to have a nice look or not to be in reach of passengers. Special lighting fixture reflectors and shields must be specified for those poles facing residential buildings.



### Wakeham Park:

- Pole conditions: The existing light poles are in good condition. Light fixtures have to be inspected for functionality. The challenge will be finding the appropriate fixtures with exact mounting type.
- Walkway Lightings: As the park area is open, pole-mounted fixtures should provide enough light to the whole area. Q3 will inspect the available light-level to determine the dark spots after completion of general fixture designing.
- Service: The existing service will be sized after light fixture selection is complete.
- ADA Requirements: Q3 will inspect the existing condition and will provide the ADA deficiency report along with proposed conceptual upgrades.
- Special Requirements: Monument will be lit, using solar panels. Battery pack, charger and other equipments need to be carefully designed and specified to have a nice look or not to be in reach of passengers.



### Del Mesa Park:

- Pole conditions: The existing light poles are recommended to be replaced with new one. The number of the poles also must be inspected and might need to be added.
- Walkway Lightings: The walkways are short and the light Provided by the pole-mounted fixtures should provide enough light to the whole area. Street lights are also close enough to provide some light.
- Service: The existing service equipments have to be relocated to comply with NEC requirements. Service will be sized after light fixture selection is complete. Q3 will provide all the required details of the new enclosure and the related pedestal/pad/slab box.
- ADA Requirements: Q3 will inspect the existing condition and will provide the ADA deficiency report along with proposed conceptual upgrades.
- Special Requirements: Q3 will design all the requirements to illuminate the future monument. Using solar panels has to be verified based on the local conditions. Battery pack, charger and other equipments need to be carefully designed and specified to have a nice look or not to be in reach of passengers.



### Heller Park:

- Pole conditions: The existing light poles are in good condition and can be reused. The number of the poles as well as functionality of the fixtures must be inspected and might need to be changed/added.
- Walkway Lightings: The walkways are short and the light Provided by the pole-mounted fixtures should provide enough light to the whole area.
- Service: The existing service will be sized after light fixture selection is complete.





- ADA Requirements: Q3 will inspect the existing condition and will provide the ADA deficiency report along with proposed conceptual upgrades.
- Special Requirements: Q3 will design all the requirements to illuminate the future monument. Using solar panels has to be verified based on the local conditions. Battery pack, charger and other equipments need to be carefully designed and specified to have a nice look or not to be in reach of passengers. Special fixture specification and mounting details will be provided for illuminating the flag.

*In order to expedite the project, Q3 highly recommends that our design team conduct field walks with City staff as soon as we prepare our base plans and before we begin to prepare the first design submittal. During these field walks, we will discuss different options and the City's preferences in the design approach and criteria. We believe that if we do this, our design submittal will generate the least amount of comments and the rest of the design will run smoothly.*

## **WORK PLAN**

Q3 understands the complex issues facing local agencies from project implementation through construction completion. Our team consists of experienced public works professionals who possess the ability and knowledge to methodically support City staff in minimizing the complexity of these issues by foreseeing potential obstacles and resolving them. We are equipped with first-hand knowledge of municipal practices and procedures, and we are extensively familiar with government processes.

*We will first address all the items that require immediate repair and will propose a strategy for interim or final repairs of such areas. Then the Q3 team will move forward with the scope as detailed below for preparing final construction documents.*

We will provide a separate set of plans and specifications and cost estimates for each of the mentioned parks in the Request for Proposal. Our engineering design services for each project will include in detail, but is not limited to, the following:

### **A. Project Analysis and Review, Meetings, and Cost Accounting**

Preliminary investigations will include researching City plans and records and analyzing the project, completing field reviews and investigations of the project limits including evaluating existing conditions, meeting with City staff to define the detailed scope and objectives and determine appropriate courses of action.

Q3 will also meet periodically with the City for the purposes of general coordination and to discuss specific design issues during progression of the design phase. Q3's project manager will coordinate all meetings with the City and provide written meeting minutes within two working days after the meeting, documenting the proceedings and all critical issues discussed.

Our preliminary plan or conceptual plan phase can include the following tasks:

- Kickoff meeting with City staff
- Coordination with City and other agencies as necessary or required by the project
- Review of project criteria and program objectives
- Gather and catalog background information
- Field Walks
- Set a Project schedule
- Prepare budget summary for the project and discuss invoicing.

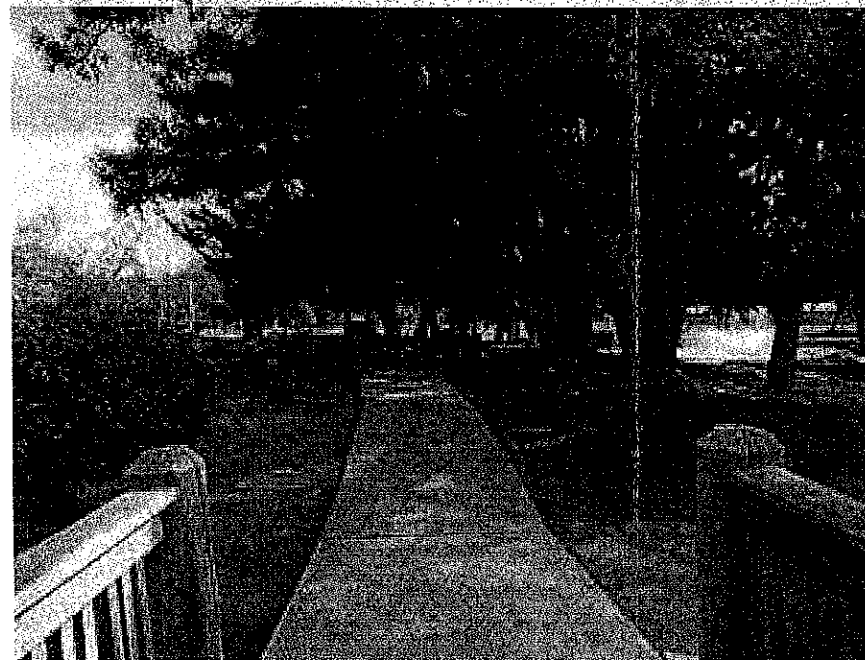
Exhibit: TeWinkle Park



Amphitheatre Light needs Replacing



Improve Restroom Lighting



Walkways need Lighting



Walkways need Lighting

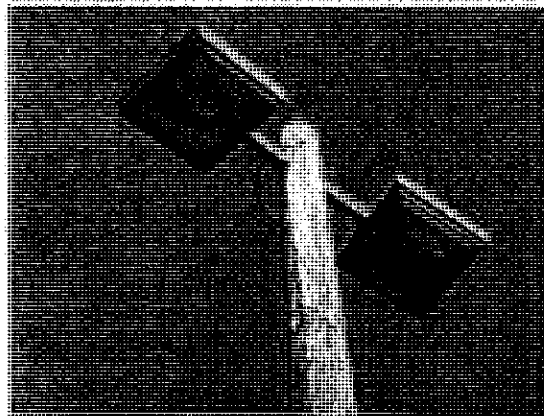
# Exhibit: Shiffer Park



Trim Tree Back from Parking Lot Lighting



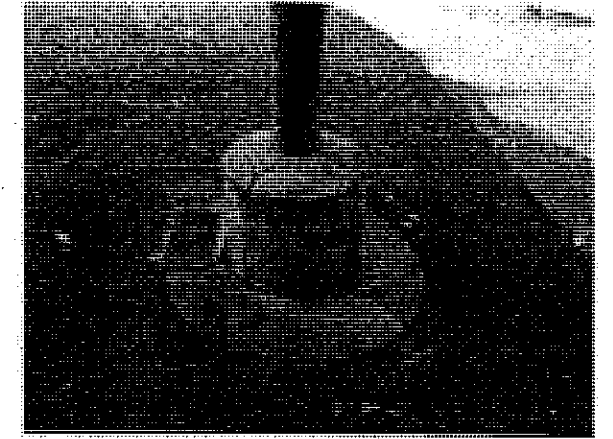
Improve Restroom Lighting



Typical Walkway Lighting



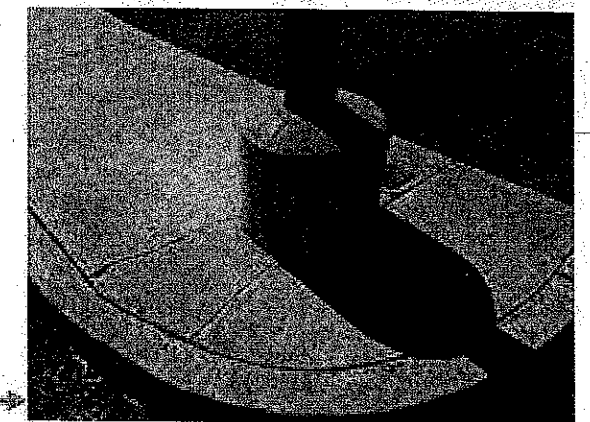
Provide Lighting for Basketball and Handball Courts



Typical Light Pole Base



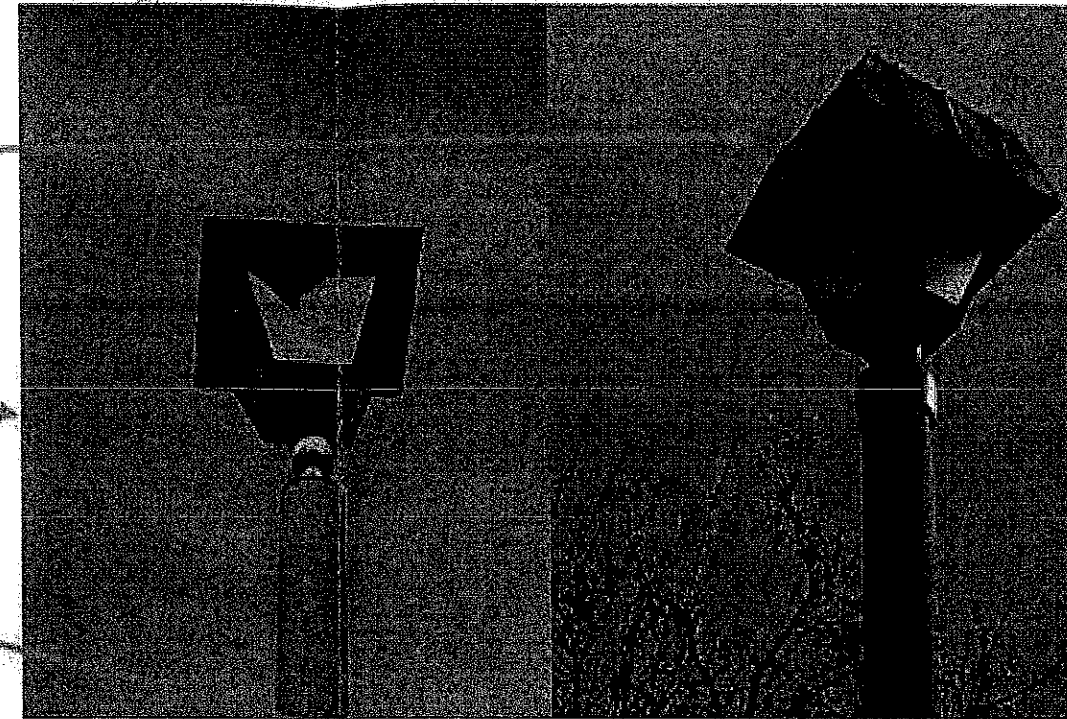
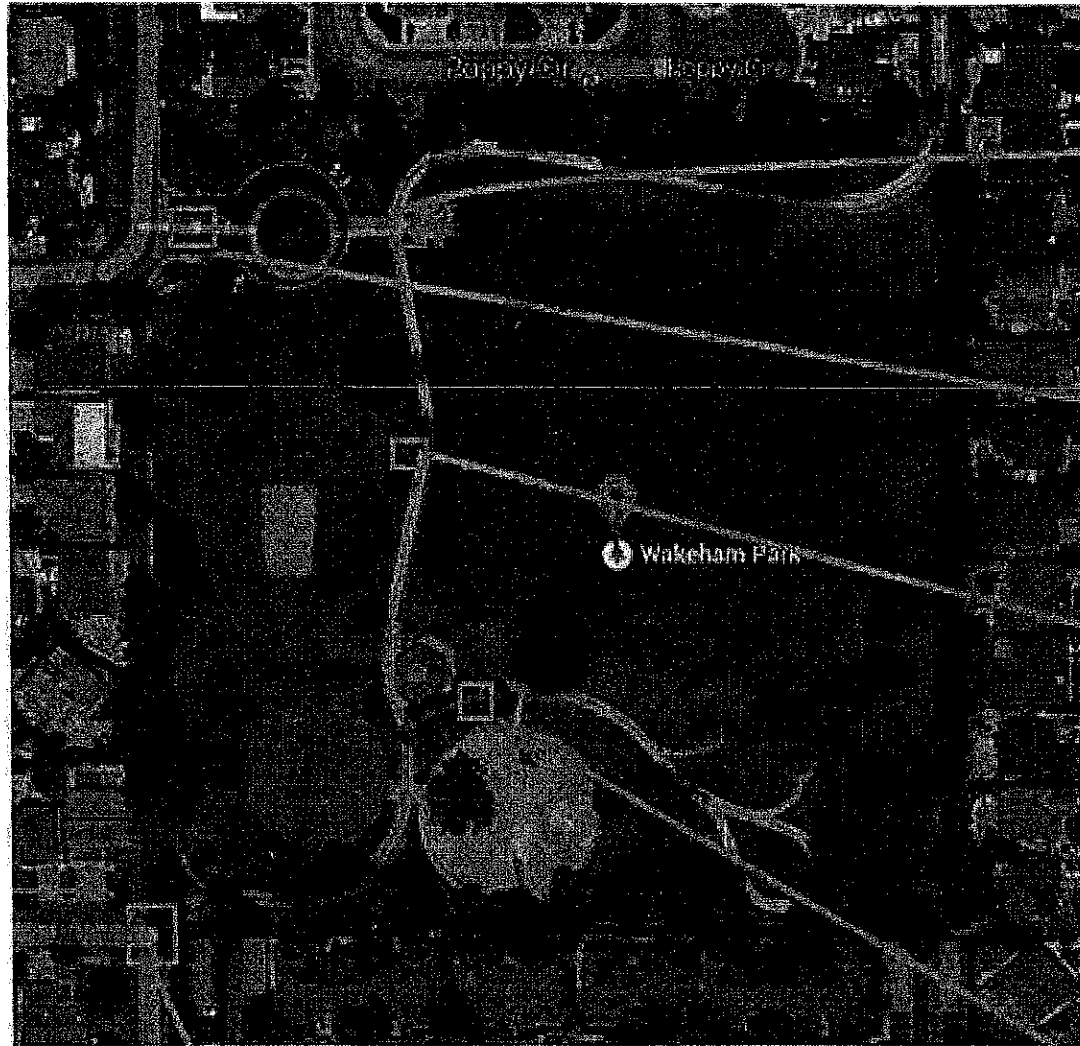
Provide Lighting for Stairway off of Bear St.



Cracking Sidewalk and Light Pole Base



Exhibit: Wakeham Park



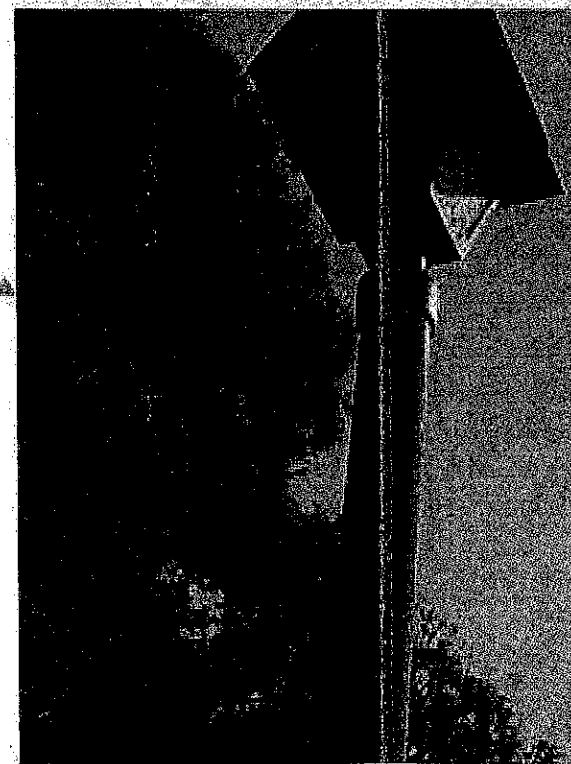
Broken Light Fixture at/near Park Entrance



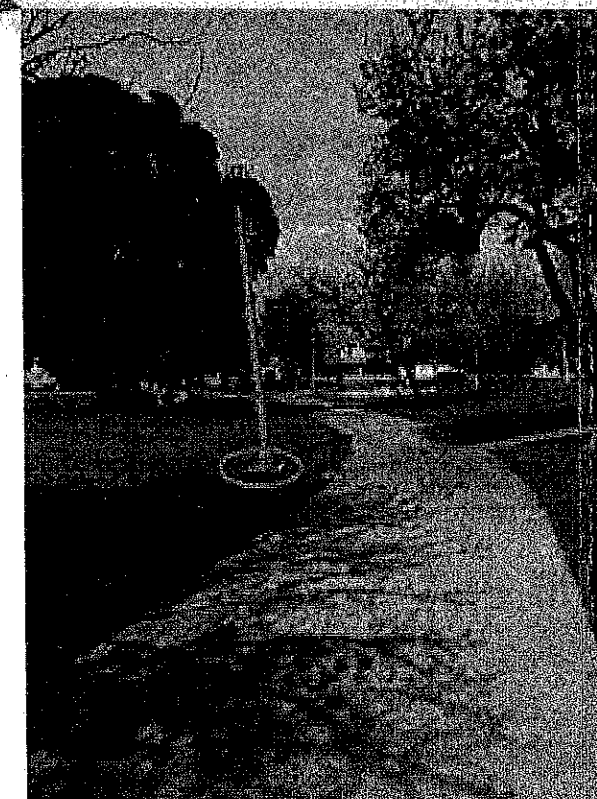
Cracked Walkway Path



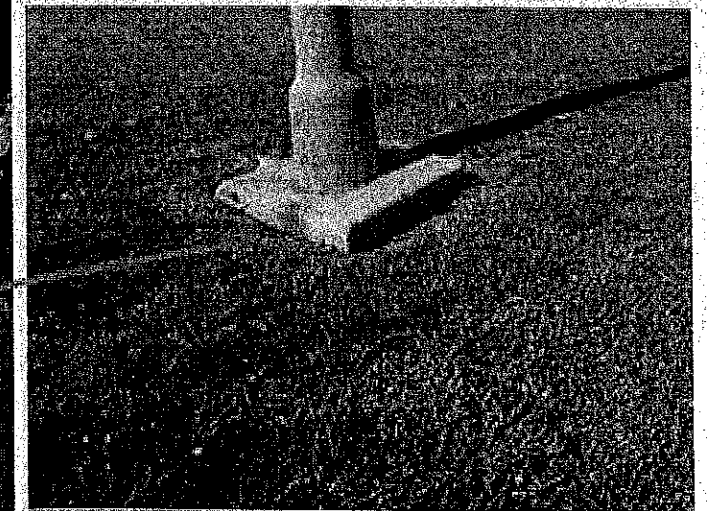
Damaged Curb Ramp at South Entrance



Filthy Light Fixture at Playground  
(typical)

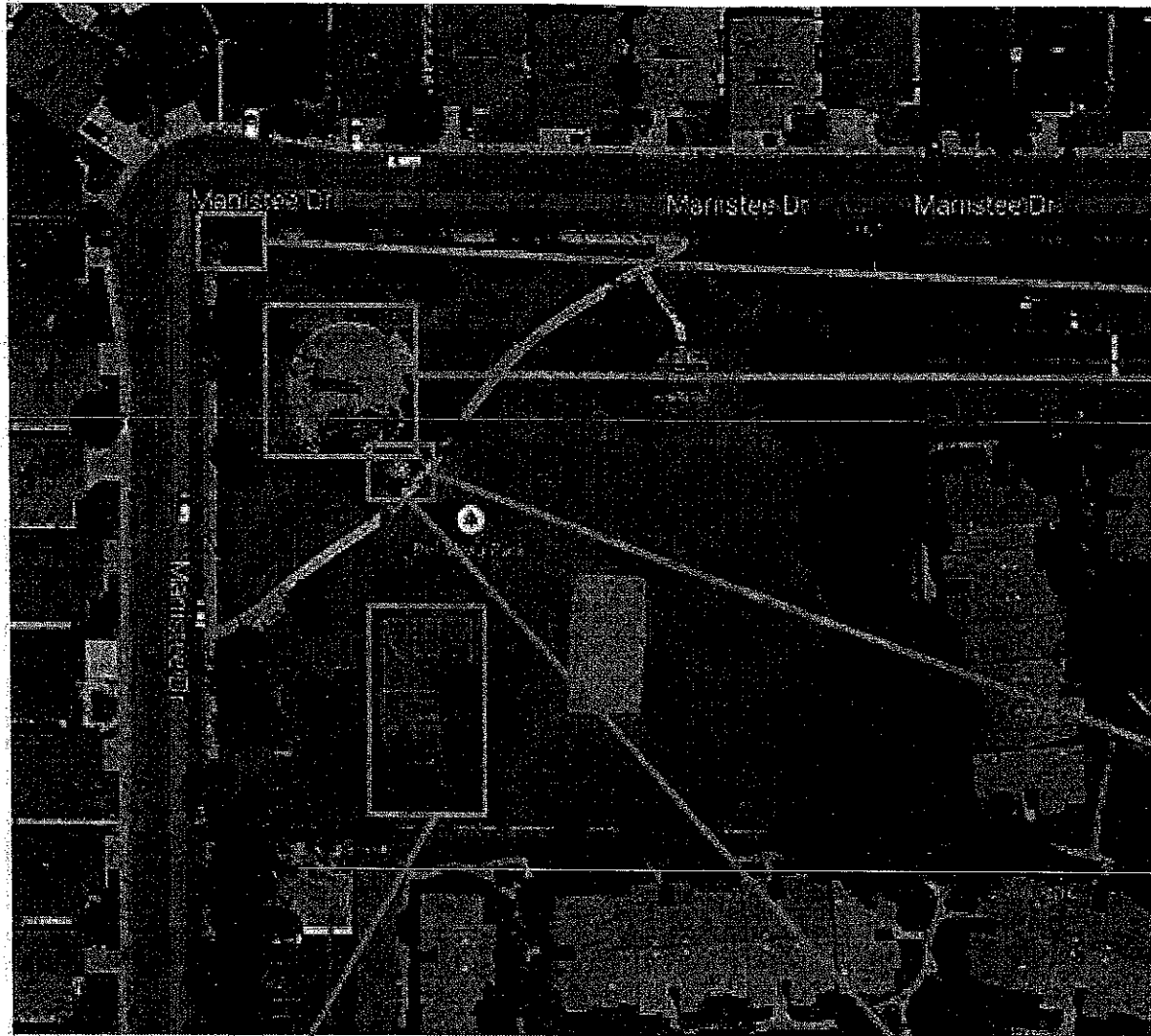


Leaning Light Pole



Leaning Light Pole Base

**Exhibit: Del Mesa Park**



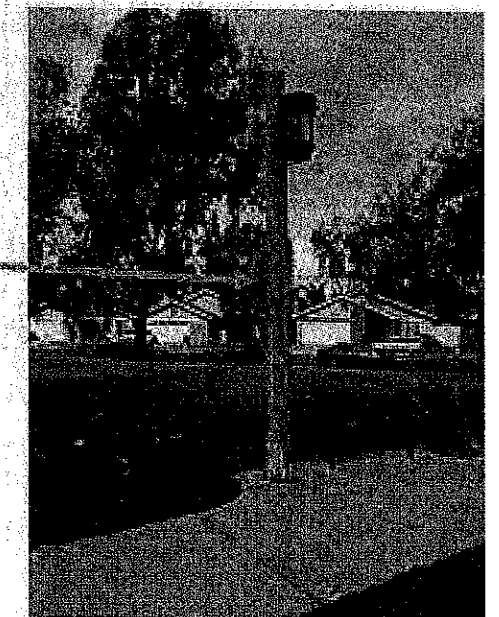
**Existing Curb Ramp**



**Existing Playground w/ No Lighting**



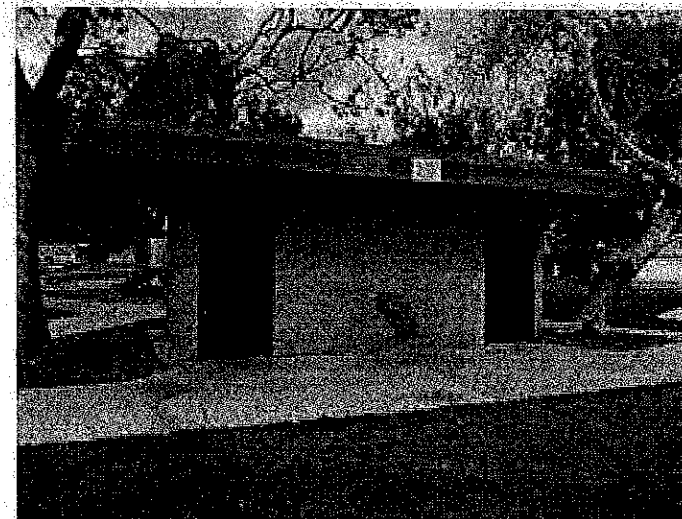
**Overview of Existing Lighting (2 Light Poles)**



**1 of 2 Existing Light Poles @ Del Mesa Park**



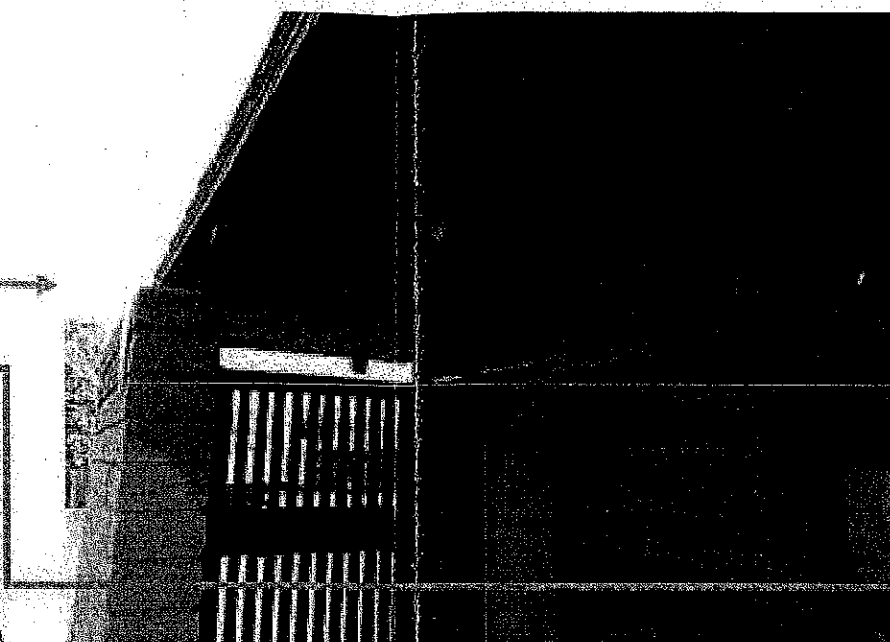
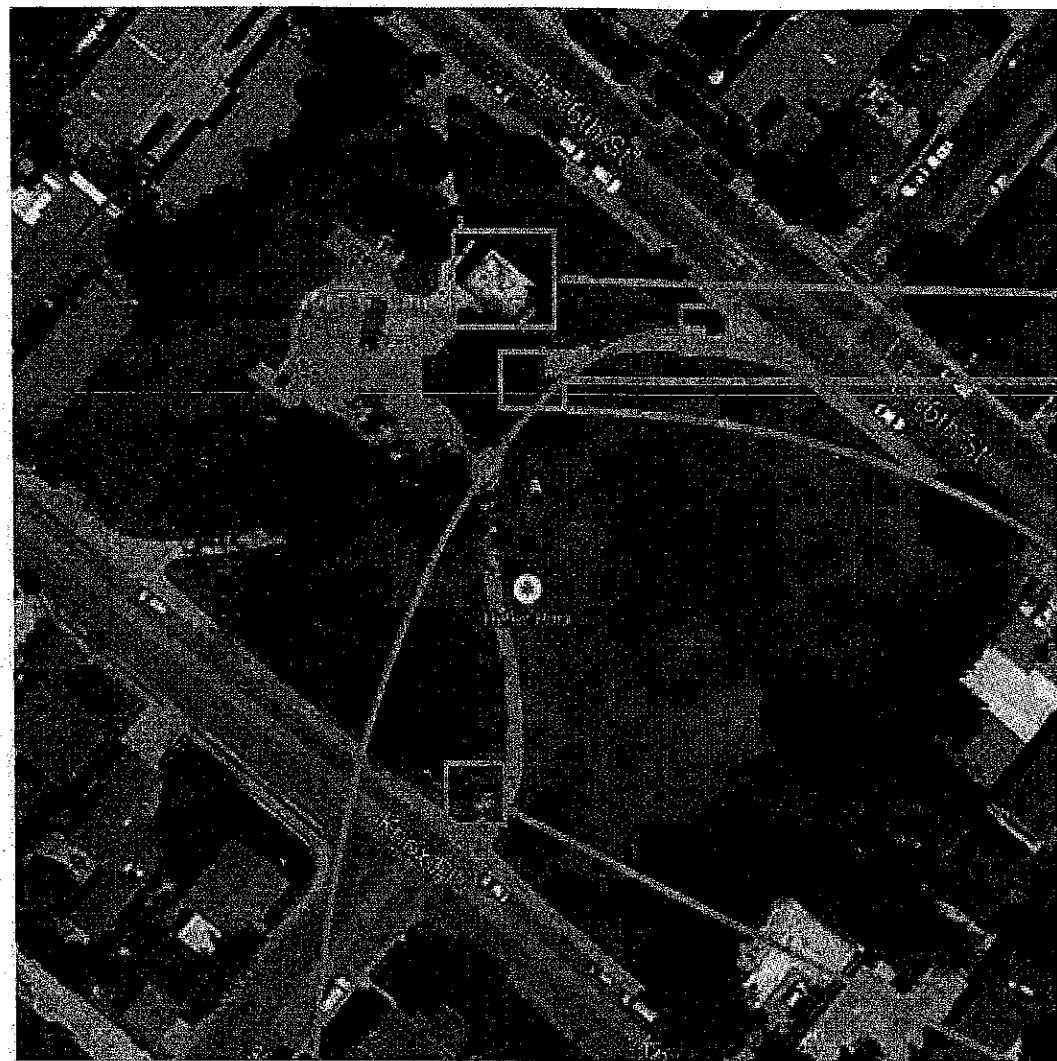
**Existing Basketball Court w/ No Lighting**



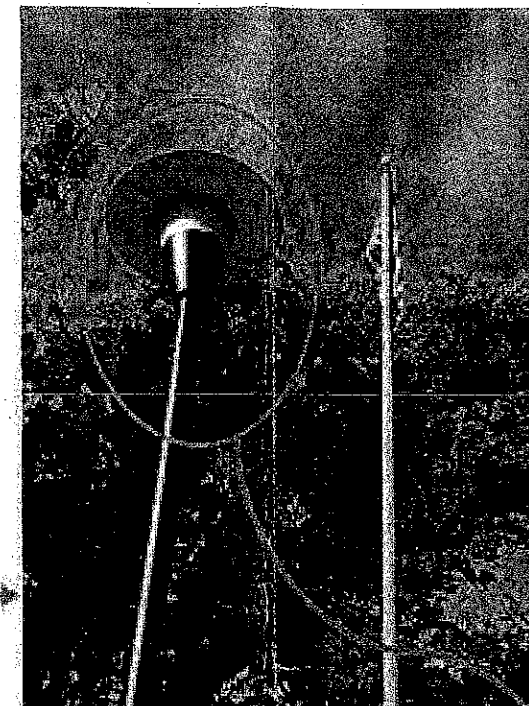
**Existing Restroom needing Paint & Cleaning**



Exhibit: Heller Park



Update Restroom Lighting



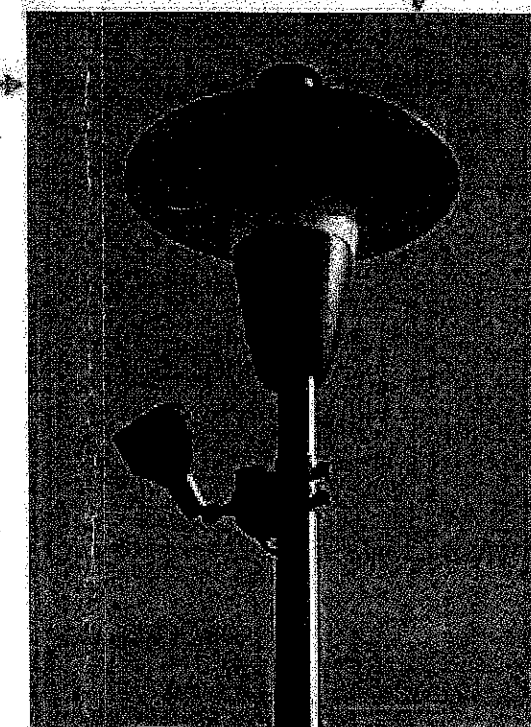
Flag Lighting



Puddling on Sidewalk



Puddling on Sidewalk



Flag Lighting

## B. Base Map Preparation

Having proficient CAD designers and using the most recent softwares, Q3 will prepare the base map for each individual park to be used for Repair, Lighting or Power plans.

## C. Product Selection

As soon as we know the detailed condition of the project, the next step is to find the exact specifications which meet all the requirements to match the existing condition as well as complying with all Codes and Regulations. The key benefit of having all disciplines together will able us to do this critical step both fast and accurate. *We will examine the existing light level as well as calculating the photometric results and simulating the light of the selected fixtures. This simulation will take into account the natural light sources in the geographical location, as well as artificial light sources such as street lights.* Using this comparison we will quickly determine whether the proposed plan will meet all the requirements or not and in case the plan needs to be revised, we will have all the tools to repeat this step as many times as required. Q3 will design the lighting system, including the use of LED pole/surface mounted fixtures with dimmable ballast to meet the City requirements.

## D. ADA Inspection and Compliance Report

Holding the Access Specialist Certification, Q3 architectural team will provide a complete ADA Inspection Report of the all parks within the scope of work. This report will provide all the requirements for complete compliance, including but not limited to inspection of walkways, restrooms, parking lots and signage.

## E. Construction Documents

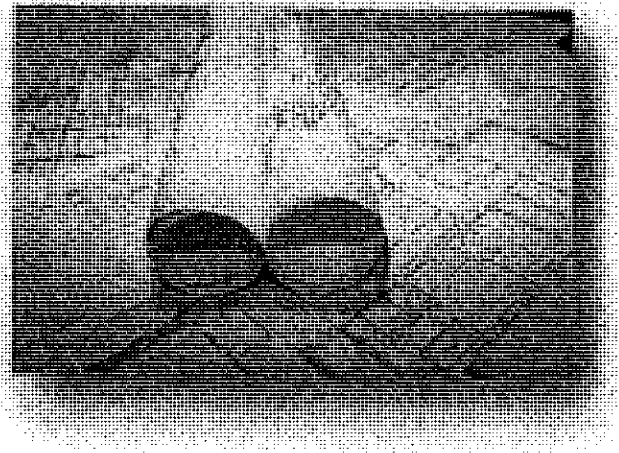
Construction documents will comply with standard drawings and specifications of the City of Costa Mesa and other agencies if applicable. Q3 will provide the construction details to the contractor to reduce the number of RFIs as much as possible and will be available during construction.

## F. Plans

This task involves the completion of construction documents in the form of final plans, specifications and estimates (PS&E).

Specific tasks include but are not limited to:

- Preparation a separate set of construction drawings, for each of the 5 parks. Construction drawings will be on 24" x 36" sheets.
- Providing Single Line Diagram and load calculations for each individual park.
- Meet with and coordinate the design with SCE's local service planner and apply for new/upgraded service if necessary, including all permits (permit fees are excluded).
- Providing lighting plan and related power plans. Here we will specify all the branch circuits and controls.



- Providing Title 24 report sheet. This sheet will include all the related LTG forms and compliance reports.
- Providing detailed photometric plan. We will integrate the photometric calculation software with the CAD software to provide accurate detailed photometric plans. This drawing can include regular Point to Point calculations and/or Isometric lines per City of Costa Mesa requirements.
- We will also provide all the mounting and installation details on the drawings.

<b>TeWinkle Park</b>	<b>No. of Sheets</b>
Title Sheet	1 sheet
Demolition/Repair Plan	5 sheets
Lighting and Power Plan	5 sheets
Photometric Results	5 sheets
Detail Sheet	1 sheet
Spec Sheet	1 sheet
Title 24 Compliance Report	1 sheet
<b>TOTAL</b>	<b>19 Sheets</b>

<b>Shiffer Park</b>	<b>Proposed No. of Sheets</b>
Title Sheet	1 sheet
Demolition/Repair Plan	2 sheets
Lighting and Power Plan	2 sheets
Photometric Results	2 sheets
Detail Sheet	1 sheet
Spec Sheet	1 sheet
Title 24 Compliance Report	1 sheet
<b>TOTAL</b>	<b>10 Sheets</b>



<b>Wakeham Park</b>	<b>Proposed No. of Sheets</b>
Title Sheet	1 sheet
Demolition/Repair Plan	3 sheets
Lighting and Power Plan	3 sheets
Photometric Results	3 sheets
Detail Sheet	1 sheet
Spec Sheet	1 sheet
Title 24 Compliance Report	1 sheet
<b>TOTAL</b>	<b>13 sheets</b>

<b>Del Mesa Park</b>	<b>Proposed No. of Sheets</b>
Title Sheet	1 sheet
Demolition/Repair Plan	1 sheet
Lighting and Power Plan	1 sheet
Photometric Results	1 sheet
Detail Sheet	1 sheet
Spec Sheet	1 sheet
Title 24 Compliance Report	1 sheet
<b>TOTAL</b>	<b>7 Sheets</b>

<b>Heller Park</b>	<b>Proposed No. of Sheets</b>
Title Sheet	1 sheet
Demolition/Repair Plan	2 sheets
Lighting and Power Plan	2 sheets
Photometric Results	2 sheets
Detail Sheet	1 sheet
Spec Sheet	1 sheet
Title 24 Compliance Report	1 sheet
<b>TOTAL</b>	<b>10 Sheets</b>

The plans will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. Q3 will deliver completed and approved construction drawings on or ahead of approved schedules.

### **G. Specifications**

Q3 will prepare complete project specifications, including light poles, lighting fixtures, light bulbs and any other related equipment. Copies of the Standard General Provisions and Construction Contract Agreement shall be supplied by the City to incorporate into the construction documents.

### **H. Quantity and Cost Estimates (QCE)**

Q3 will provide complete construction quantity and cost estimates for each project. Estimates will be provided at 60% completion submittals, and a final estimate with final submittals. Excel files will be submitted with each submittal.

### **I. Bidding & Construction Phase**

Q3 will be available to attend the pre-construction meeting and other meetings with staff, agencies, and the public as required. Q3 will prepare necessary addenda and provide responses to Requests for Information. Q3 will also be available to clarify design-related issues at all times and obtain necessary permits from affected agencies and utility companies.

## **APPROACH & METHODOLOGY**

Upon issuance of a Notice to Proceed (NTP), the Q3 project team will start researching and reviewing the existing information available at the City, at the same time we will be conducting site investigations and base map preparation. Site investigation and base map preparation will consist of creating an inventory of the lighting system at each park, including type of light fixtures, type of light bulbs, poles, bases as well as deteriorated equipment. Based on this inventory, we will prepare base plans for each park and will show proposed improvements on each plan set. This base plans will clearly show the location proposed new poles, fixtures, and other required improvements.

City review comments will be incorporated into the plans to form the construction plans. Technical specifications and cost estimates will be developed based on the plans at each stage of work.

Q3 team utilizes the latest in the engineering design software to facilitate timely, efficient, and innovative engineering solutions for our clients. Our team relies on a host of computer resources which includes up-to-date, state-of-the-art technology that is in use today throughout the engineering industry.

## **Cost/Schedule Control**

We are able to continually evaluate a project's program/cost coordination through all project phases to enable informed and timely decision-making by our clients and the entire project team. Cost control techniques include program budget analysis, value engineering, life-cycle cost analysis and quantity-based estimating. The key to effective schedule control is to measure actual progress and compare it to planned progress on a timely and regular basis and to take necessary corrective action immediately. As a result, your projects are completed on schedule. Q3 will meet with City project representatives regularly and remain in constant communication to ensure successful and timely delivery of the project. Meeting minutes will be distributed within three working days of the meeting identifying action items,

assignments and due dates. This constant communication, in conjunction with in-person meetings, allows our staff to meet project milestones.

## **Quality Assurance/Quality Control**

QA/QC is a top priority for Q3 Inc. To ensure the highest quality of design, we will implement a comprehensive QA/QC program. As part of the Q3 design team, Quang Nguyen, P.E. will monitor the QA/QC program. He has extensive experience in providing and overseeing the implementation of several QA/QC programs.

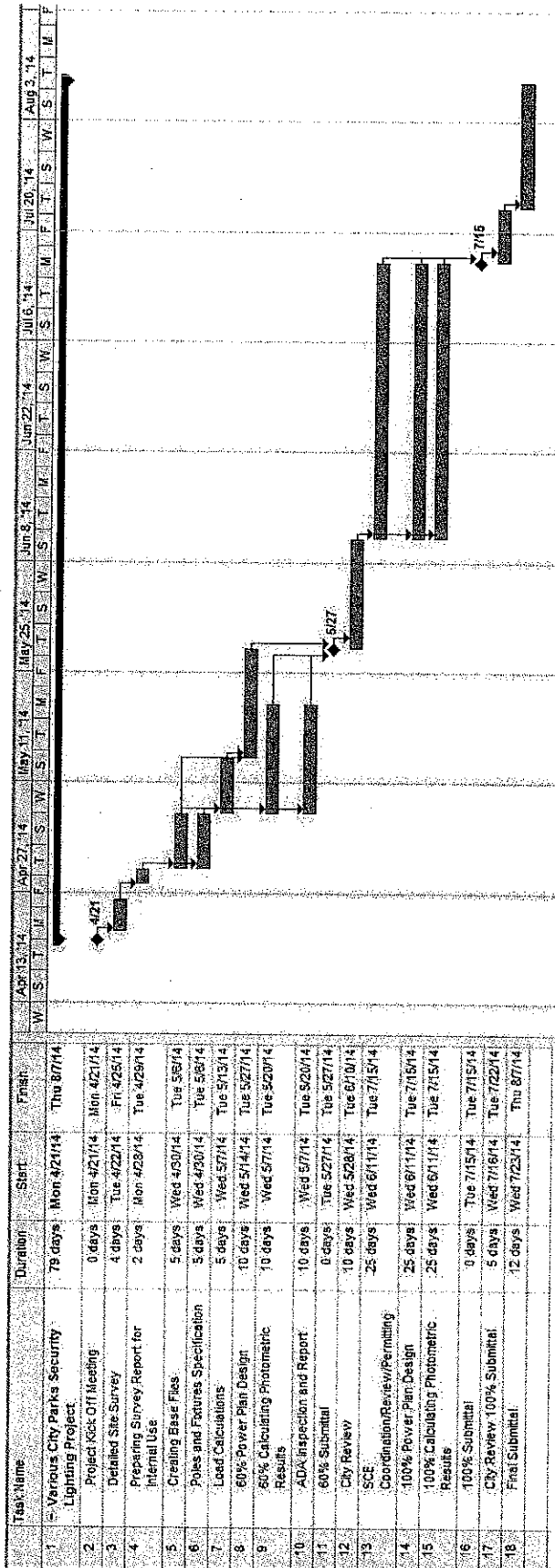
The QA/QC program will be developed specifically for each project. It will be documented and issued to each project team member. The QA/QC program will emphasize the need to clearly define requirements and design standards for the design efforts, and the need to independently check all work before it is issued to the City or other reviewing agencies.

The quality control program will ensure that the project documents:

- ✓ Conform with the contract documents;
- ✓ Are neat, well organized, clear, concise, and complete;
- ✓ Are technically and grammatically correct;
- ✓ Comply with generally accepted standards of engineering and applicable laws;
- ✓ Are signed, dated, and stamped as required;
- ✓ Comply with Federal and State requirements; and
- ✓ Are consistent with other related plans and are constructible.

The QA/QC Manager will review the engineering evaluations, recommendations, design drawings, estimates, specifications, reports and any other document being delivered to the City for accuracy and completeness. He will personally field walk the project before finalizing the plans for 100% submittal, to correct any plan mistakes while in the field.

PROPOSED SCHEDULE



## COMPANY QUALIFICATIONS

**Q3** offers the expertise to undertake all aspects of the engineering design and plan development, from preliminary design through construction support. Our dedicated engineering professionals continue to echo the company culture of integrity, professionalism, development of strong client relationships, and delivering quality products on-time and within budget. The company's in-house expertise stretches from public works planning, surveying, environmental compliance and design, culminating with construction consultation, allowing us to guide our client's projects from a vision to reality.



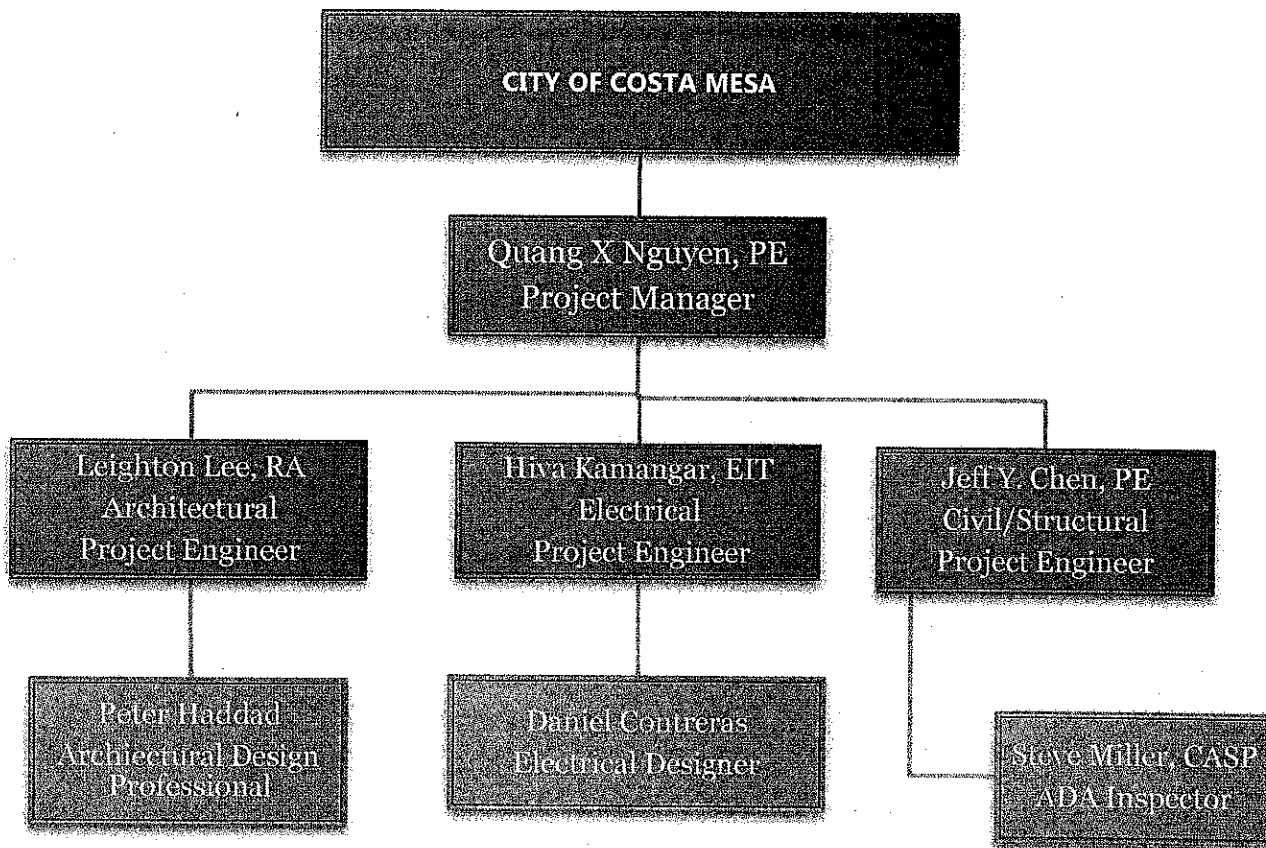
The proposed Q3 team has the in-depth knowledge in all necessary facets of design to complete the City's project. Our experience includes, but is not limited to:

- ✓ MEP Engineering and Design
- ✓ Photometric Calculations
- ✓ Power Consultation
- ✓ Photo Voltaic System Design
- ✓ Industrial Automation Systems

**We have reviewed sample Professional Service Agreement and will be able to comply with all its requirements.**

## ORGANIZATIONAL CHART

Q3 provides an in-house multi-disciplinary staff of professionals who are recognized specialists in their areas of expertise. Q3 has adequate personnel available to execute the project, and key staff members will be committed for the duration of the project assignment. Full resumes for all proposed team members are included in the "Resume" section.



## RELEVANT PROJECT EXPERIENCE & REFERENCES

### **Hohenfels US Army Garrison (Germany)**

Parks and Street Lighting Retrofit and Upgrade

Year Completed: 2012

### **US Marines Reserve Training Facility (21 Sites throughout US)**

Interior and Exterior Lighting Upgrade

Years Completed: 2012

### **Roger Stanton Park (Westminster, CA)**

Electrical and Lighting Upgrade

Year Completed: 2010

### **City of Lancaster**

12<sup>th</sup> Street Lighting Upgrade

Year Completed: 2010

### **City of Huntington Beach**

Downtown Parking Structure Lighting Upgrade

Year Completed: 2014

**RESUMES****Quang X Nguyen, PE, CEM, LEED AP, MBA**

Project Director &amp; QA/QC Manager

**PROFILE****EDUCATION:**

- University of Southern California, Los Angeles, California  
Marshall School of Business—MBA
- University of California at Irvine, Irvine, California  
Bachelor of Science in Electrical and Computer Engineering

**REGISTRATION:**

- Licensed Electrical Engineer:  
CA- E15706  
FL-62229  
AZ-44549  
HI-PE-11942  
NV-018038  
WI-37163
- Certified Energy Manager

**EXPERIENCE**

Quang X. Nguyen is the Founder and Chief Executive Officer of Q3, Inc., a firm that is dedicated to providing exceptional consulting, engineering design, construction services and facility services. For the past ten years, Q3, Inc. has been headquartered in Huntington Beach, California. Q3, Inc. is a certified National Minority Supplier Development Council (NMSDC) firm and a certified Small Business Enterprise (SBE). Q3, Inc. is an award-winning corporation, receiving recognition from entities such as the American Chamber of Commerce, in which Mr. Nguyen proudly accepted the ACE Award for "Excellent Engineering Consulting Services" in 2010.

Mr. Nguyen has over two decades of engineering design, project management and construction management experience, which has assisted him in overseeing various aspects of the business. Prior to starting Q3, Inc., Mr. Nguyen held multiple engineering management positions at corporations such as: Enron Energy Services, URS, HDR, Carlson Design and Construct Inc., and EBASCO.

Mr. Nguyen has a tremendous amount of experience in new street lighting engineering and design projects as well as street lighting Energy Efficiency projects. Mr. Nguyen's street lighting projects include new street lighting for the City of Palmdale, the City of Anaheim and the City of Costa Mesa. Mr. Nguyen's Street Lighting Energy Efficiency projects include projects for the City of Compton, CA, the City of El Paso Texas and for the US Army Garrison Hohenfels located in Germany. Mr. Nguyen's electrical power background and experience combined with his knowledge of latest energy efficiency in street lighting technology allows him to be very effective in identifying existing street lighting system's flaws and inefficiency.

In addition to street lighting projects, Mr. Nguyen has been involved in over 500 domestic and international projects including: industrial facilities, cogeneration power plants, energy, auto dealerships, retail, commercial facilities, restaurants, data centers, educational and military facilities, and numerous PV solar projects. In 2012, Q3, Inc. was the responsible engineer of record for over 15MW of installed PV solar projects. Active in the community, Mr. Nguyen is a member of Institute of Electrical and Electronics Engineers, Inc. (IEEE), National Council of Examiners for Engineers (NCEES), Association of Energy Engineers (AEE), International Facilities Management Association (IFMA), and the Association of Consulting Electrical Engineers (ACEE). Mr. Nguyen is also an honorary member of the Vietnamese American Chamber of Commerce (VACOC) located in Orange County, CA.

Mr. Nguyen holds an MBA at USC's Marshall School of Business and a BS in Electrical Engineering from University of California, Irvine. He is a registered electrical engineer in over 15 different states, holds a California General Builder's Contractors license (B License), an Electrical Contractor License (C-10), is LEED AP, NCEES, and is a Certified Energy Manager (CEM). Mr. Nguyen and his wife reside in Huntington Beach, CA. He enjoys mountain biking, tennis, boating, hiking, skiing, and camping.



# Leighton Lee, RA, NCARB

Design Engineer

## PROFILE

### EDUCATION:

- UC Berkeley, School of Architecture  
BA 1980

### REGISTRATION:

- Licensed Architect:  
CA- C-19274
- NCARB – #42791

## EXPERIENCE

Mr. Lee has over 38 years of project and design architectural experience and construction management experience. His experience includes industrial facilities, data centers, retail projects, schools and hospitals.

### PROJECT EXPERIENCE:

#### COMMERCIAL/INDUSTRIAL

- L.J. Walch Co., Inc.; A 35,000 SF FAA certified commercial airline electronics repair facility, Livermore, California
- The Murco Companies; 90,000 SF Tracy Industrial Complex, Phase I & II; Tracy, California
- 200 Webster Street Building, 28,000 SF Office Building; Oakland, California
- The Murco Companies; Multi-Tenant individual office improvements, 45,000 SF; Dublin, California
- West Coast Bridge, Inc., 6,000 SF Corporate Office and Shop area. Tenant Improvements and shell structure; Benicia, California
- Air Liquide America Corporation, a 6,500 SF Corporate Sales Office and truck maintenance building retailers of industrial gasses; Pittsburg, California
- Alameda County General Services Agency/ Department of Agriculture, 10,000 SF Agricultural Field Station; Livermore, California
- Blackhawk Plaza Shopping Center; Building "C", 17,900 SF Building shell; Blackhawk, California
- Academy of Achievement Museum East Wing Blackhawk Plaza, Blackhawk, CA
- ClubSport of Fremont, 120,000 SF Sports and Health Facility; Fremont, California
- Custom Chrome Corporate Offices and Warehouse, 130,000 SF Tilt-Up Concrete Building shell and Tenant Improvement; Morgan Hill, California
- Rollins Trucking Company, Office Building and Truck Maintenance Building, 26,000 SF Office, 6,000 SF Maintenance Building; San Jose, California
- Architectural EDGE Offices, 1,700 SF Interior design and Tenant Improvements; Alameda, California
- Ferry Plaza Restaurant & Entry Structure, San Francisco, CA
- San Mateo County Cordilleras Fire Station, Redwood City, California
- Ying On Association Building/Bok Sen Restaurant, Oakland, California
- United Cogen, Inc. (United Airlines); a 4,000 SF administration and maintenance facility; San Francisco International Airport, San Francisco
- Dawson Building, A 6,500 S.F. Mix-use Commercial/Residential building; Oakland, California

#### SBC (Formerly Pacific Bell)

- Executive Briefing Centers, Broadband Network Showcases/Tele-Conference Room Renovations
- Anaheim, Concord, Fresno, Los Angeles, San Francisco, San Diego, San Ramon, Santa Clara, and Pac Bell Park, San Francisco
- SBC Executive Media Room Renovations, San Ramon, CA
- SBC Central Office (CO) Additions: Santa Clara, San Martin, Blackhawk (Danville), CA
- SBC Central Office Infrastructure Modernizations, San Francisco, Concord, Santa Clara, San Jose, Brisbane, Hayward

**EDUCATION**

- Lowell Middle School Modernization, Oakland, CA: 97,687 SF modernization of 7 on-site campus buildings
- Cole Middle School Modernization, Oakland, CA
- Lawton Elementary School, San Francisco, CA: Campus-wide Accessibility Upgrades
- Willie Brown Jr. Elementary School, San Francisco, CA: Campus-wide Accessibility Upgrades
- Golden Gate Elementary School, San Francisco, CA: Campus-wide Accessibility Upgrades

**MEDICAL**

- Kaiser Foundation Hospitals, Hayward, California
- Central Core Int. Renovation Phase I, II, and III; Pharmacy, OB/GYN, & Health Plan Dept. Expansion; Emergency Room Addition
- Kaiser Foundation Hospitals, Napa, California
- New Medical Office Building, Building shell and Tenant Improvement
- Kaiser Foundation Hospitals, Fremont, California
- General Services Building
- Kaiser Foundation Hospitals, Martinez, California
- Optometry/Ophthalmology Dept. Renovations; Expansion to Urgent Care/Emergency Room Waiting Area.

# Hiva Kamangar, EE, EIT

Design Engineer

## PROFILE

### EDUCATION:

- IAUT, Faculty of Engineering  
Electrical Engineering  
BS 2002

### REGISTRATION:

- EIT:  
13722-82863
- Australian PE:  
4141222

## EXPERIENCE

Mr. Kamangar has over 11 years of electrical power, lighting design and calculation experience. He passed the special lighting design and photometric calculation courses in Austria. His proficiency and teaching experience in Dialux – the world famous lighting design software, is a key factor for lighting projects.

### PROJECT EXPERIENCE:

#### COMMERCIAL PROJECTS

- Toyota Dealership; Claremont, California
- Cadillac-Buick Dealership; Carlsbad, California
- Subway; Lakewood, California
- Sprouts Market; La Habra, California
- Meggitt Machine Shop; Simi Valley, California
- Sam Center Shopping Mall; Tehran, Iran
- Novartis Pharmaceutical Branch; Tehran - Iran

#### MEDICAL/PUBLIC WORK PROJECTS

- Western Dental – Potranco; San Antonio, Texas
- Western Dental; Montebello, California
- Delta Hospice; Chino, California
- Razavi Hospital Complex; Mashhad, Iran
- City of Chino – Sewer Lift Station; Chino, California
- Khorasan Museum; Mashhad, Iran
- Book Garden Library; Tehran, Iran
- Negar ancient caravanserai; Zanzan, Iran
- Qods Hotel; Mashhad, Iran
- National I.O.C Recreational Complex; Noor, Iran
- Alborz University – Faculty of Foreign Languages; Gazvin, Iran

#### RESIDENTIAL PROJECTS

- Church of Scientology – Fountain Building; Los Angeles, California
- Church of Scientology – Golden Crest; Los Angeles, California
- Dream Center – Men's Disciple; Los Angeles, California
- Park Elite Residential Complex; Tehran, Iran
- Nastaran Residential Complex; Tehran, Iran
- Sonbol Residential Complex; Tehran, Iran

# Daniel Contreras

Electrical CAD Designer

## PROFILE

### EDUCATION:

- Santa Ana College, AA
- Cal State University Fullerton, Candidate for BSEE

### CAD SOFTWARE EXPERIENCE:

- Autocad
- Microstation
- Revit

## EXPERIENCE

Mr. Contreras has over 7 years of electrical design CAD experience in the engineering and construction industry. His experience with CAD software such as Autocad, Microstation and Revit makes him an indispensable member of the Q3 Engineers Inc. Team.

### PROJECT EXPERIENCE:

#### ENERGY & INFRASTRUCTURE

- Hohenfels US Army Garrison - Facilities and Roadway Lighting Audit – Germany
- MARFORRES Marines Reserves Training Facilities – Facilities and Roadway Lighting Audit – Multiple Cities (US)
- City of Palmdale 10<sup>th</sup> Street Widening – Street Lighting Upgrade, City of Palmdale, CA
- City of Compton – Street Lighting Assessment
- City of El Paso – Street Lighting Assessment

#### AUTO DEALERSHIP

- Hansel Subaru – Santa Rosa, CA
- Hansel BMW – Santa Rosa, CA
- Mini – Irvine, CA
- Hansel Volkswagen – Santa Rosa, CA
- Hansel Parts Bldg – Santa Rosa, CA
- Hansel Service Bldg – Santa Rosa, CA
- Hansel Carwash Bldg – Santa Rosa, CA
- Hyundai- Santa Rosa, CA
- Simpson Buick – Buena Park, CA
- Toyota – Marina Del Rey, CA
- East Bay BMW – Pleasanton, CA
- Mercedes Benz – Beverly Hills, CA
- Tustin Toyota – Tustin, CA
- Ontario Mitsubishi New Showroom Building– Ontario, CA
- Buick GMC Dealership TI Project – Long Beach CA
- Galpin Honda Dealership, North Hills, CA

# Peter Haddad

Architectural Design Professional

## PROFILE

### EDUCATION:

- USC Los Angeles  
Building Science in Architectural and Civil Engineering (1987)

## EXPERIENCE

Mr. Haddad has a vast amount of experience in many areas of design including land use planning, architectural design, graphic design, renderings and animation, furniture and interior design. Having many fresh ideas, he always addresses the criteria, concerns and needs of clients. His design projects, including numerous residential buildings and upgrading to ADA requirements are located all along the California coast, throughout the US, and internationally, always remaining local in context and fitting into the fabric of their surroundings.

Some other projects include:

- Huntington Beach Wildlife Center: New Wildlife Center and Hospital; 4,200 square feet in size. The project offered a chance for the Wetlands Center to find a permanent home and offer. This project presented challenges in coordinating with both the City of Huntington Beach and other State and Non-profit entities.
- Huntington Beach Visitor Kiosk: Located on the Huntington Beach Pier Plaza, the firm worked with the Visitor's Bureau to design a permanent information kiosk. The kiosk was designed to fit into the context of Dukes Restaurant and the Pier Plaza. This project was performed with the City of Huntington Beach.
- Montessori Schools 1 & 2: Two separate Montessori schools, the first located in Huntington Beach, and the second located in Irvine. These projects involved coordination with State and City entities to provide private school grounds including outside play areas and playgrounds, all ADA accessible for children.
- Uptown Center- Paso Robles, CA; Mixed Use project with 25,000 S.F. of retail commercial space and 42 residential units located on 2.4 acres in the north end of Paso Robles. This project is to be the start of a revival of this part of the city, providing a second 'downtown' area for local residents.
- German Village- Banning, CA; Mixed Use project with 45,000 S.F. of commercial space and 252 units of apartment housing located on 14.2 acres. Site is sloped and has presented many challenges to comply with ADA accessibility for both seniors and the General Public use.

# Jeff Y. Chen, PE

Design Engineer

## PROFILE

### EDUCATION:

- UC San Diego  
Structural Engineering, BS (1997)
- Stanford University  
Structural Engineering, MS (1998)

### REGISTRATION:

- CA Civil Engineer  
60854
- CA Structural Engineer  
4699

## EXPERIENCE

After practicing structural engineering for over seven years with Englekirk Partners Consulting Structural Engineers in California, Mr. Chen has over 16 years of successful experience in Civil and Structural projects. His professional interest and expertise includes the structural design of steel, concrete and timber structures, as well as seismic evaluation of existing structures. He has broad experience in the design of educational facilities, office buildings, parking structures and residential structures. He directed the structural design of many diverse projects throughout California, some of which included:

### PROJECT EXPERIENCE:

#### METRO LINK

- LA County Metropolitan Transportation Authority - Bus Maintenance Yard Division Project at Chatsworth
- Metro link Eastern Facility & Porterville - Brush Package Project
- Metro link Eastern Facility - Splash Glass Wall Project

#### AUTO / RETAIL / ENTERTAINMENT

- Smart and Final Tenant Improvement – Stanton / Oceanside / Glendale / Covina / Palmdale / North Hollywood / Anaheim / West LA
- Sycamore Creek Plaza, Riverside, CA: 30,000 sf total
- Northpointe, San Bernardino, CA: 3 Buildings, 22,000 sf total
- Poway Hyundai Service Dealership, Poway, CA: 21,000 sf
- CarMax Dealership, Torrance, CA: 100,000 sf
- Lexus Motor City, Bakersfield, CA: 70,000 sf
- Lamborghini Dealerships, Orange County/Santa Ana/Calabasas
- Douglas Nissan, Huntington Beach, CA: 50,000 sf
- Puente Hill Subaru, City of Industry, CA: 30,000 sf

#### Office and Mixed-Use

- Lakeshore Tower – Phases III & IV, Irvine, CA: 10 stories
- KCSOS Buildings, Bakersfield, CA: 4 stories
- Wateridge, Los Angeles, CA: 5 stories
- Westside Media Center, Los Angeles, CA: 5 stories
- Scholle Office Building– Phases 1 & 2, Irvine, CA: 4 Stories & 7 Stories
- UPS Expansion Warehouse, Ontario, CA: 175,000 sf
- Gateway Office Building, Santa Clarita, CA: 3 stories

**Hotel / Residential**

- Paramount Apartments, San Francisco, CA: 39 stories
- Center Pointe Hilton Hotel, La Quinta, CA: 3 stories
- Gaslamp Square, San Diego, CA: 9 stories
- South Crescent Apartments, Playa Vista, CA: 385,000 sf
- The Round, Beaverton, OR: 6 stories

**Parking Structure**

- KCSOS Parking, Bakersfield, CA: 100,000 sf
- 2601 Wilshire, Los Angeles, CA: 4 levels
- Great Mall of the Bay Area, Milpitas, CA: 3 levels/300,000 sf
- Hope Street Parking Structure, Los Angeles, CA: 6 levels/191,000 sf

**Seismic Evaluation and Strengthening**

- Seaver Hall South Building, Pomona College, Pomona, CA: 45,500 sf
- Pasadena Hilton Hotel Parking Structure, Pasadena, CA
- 303 West 3rd Street, San Bernardino, CA: 105,000 sf

**Institutional**

- Fremont Primary Care Center, Los Angeles, CA: 45,500 sf
- UCSD Rimal Annex, San Diego, CA: 3 stories
- Thille New Biology Building, Pomona College, Pomona, CA: 90,000 sf
- Thousand Oaks Library Expansion, Thousand Oaks, CA: 23,000 sf
- UCI Multipurpose Academic and Administration Building, Irvine, CA: 44,300 sf

# Steve Miller, CASP, LEED AP, OSHPD

ADA Inspector

## PROFILE

### EDUCATION:

- California Polytechnic, San Luis Obispo  
BA, 2008

### REGISTRATION:

- CASP  
CASp-532
- OSHPD  
IOR Class A-20805
- LEED AP

## EXPERIENCE

Mr. Miller is a licensed Architect in California who has worked with many state and local jurisdictions on hundreds of projects at various facilities all over the state. He is also a LEED Accredited Professional, Certified Access Specialist (CASp), and an OSHPD Class A Inspector. With a strong background on Inspection jobs and projects, he is also an experienced Architect working on many design and consultation projects.

### PROJECT EXPERIENCE:

#### SHOPPING CENTERS

- Terra Vista Town Center – Rancho Cucamonga  
1.2 Million SF Parking in a 67 Tenant Shopping Center
- James Reality - Rancho Cucamonga  
Full Inspection of 8 Tenant Shopping Center

#### HOSPITALS

- Golden Living Centers – Various Locations in California
- Royale Care – Santa Ana
- Anberry Care - Merced



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



**Engineers Inc.**  
 Consulting & Design  
 18672 Florida Street Suite 201A  
 Huntington Beach, CA 92648  
 714.465-5200 T.  
 714.242.9499 F.

	PM	Eng	Designer	PM Cost	ENG Cost	Des Cost
<b>TEWINKLE PARK</b>						
Site Survey		8		\$0	\$1,280	\$0
Photometrics - Phase I		8	5	\$0	\$1,280	\$600
Report - Baseline Conditions/Light Deficiencies - Phase I	3	8	6	\$600	\$1,280	\$720
Concept Plans Phase I	1	7	7	\$200	\$1,120	\$840
Plans & Specifications Phase I	2	8	8	\$400	\$1,280	\$960
ADA Inspection Report Phase I	1	5	3	\$200	\$800	\$360
Construction Cost Estimate Phase I	1	4	5	\$200	\$640	\$600
Photometrics - Phase II		8	5	\$0	\$1,280	\$600
Report - Light Deficiencies - Phase II	3	8	6	\$600	\$1,280	\$720
Concept Plans Phase II	1	7	7	\$200	\$1,120	\$840
Plans & Specifications Phase II	2	8	8	\$400	\$1,280	\$960
ADA Inspection Report Phase II	1	5	3	\$200	\$800	\$360
Construction Cost Estimate Phase II	1	4	5	\$200	\$640	\$600

	PM	Eng	Designer	PM Cost	ENG Cost	Des Cost
<b>SHIFFER PARK</b>						
Site Survey		3		\$0	\$480	\$0
Photometrics		8		\$0	\$1,280	\$0
Report - Baseline Conditions/Light Deficiencies	1	5	3	\$200	\$800	\$360
Concept Plans	1	3	4	\$200	\$480	\$480
Plans & Specifications	1	4	4	\$200	\$640	\$480
ADA Inspection Report	1	5	3	\$200	\$800	\$360
Construction Cost Estimate	1	3	3	\$200	\$480	\$360



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 Huntington Beach, CA 92648  
 714 465-6200 T.  
 714 242-3499 F.

	PM	Eng	Designer			
<b>Wakeham Park</b>						
Site Survey		3		\$0	\$480	\$0 \$480
Photometrics		6		\$0	\$960	\$0 \$960
Report - Baseline Conditions/Light Deficiencies	1	5	3	\$200	\$800	\$360 \$1,360
Concept Plans	1	3	4	\$200	\$480	\$480 \$1,160
Plans & Specifications	1	4	4	\$200	\$640	\$480 \$1,320
ADA Inspection Report	1	5	3	\$200	\$800	\$360 \$1,360
Construction Cost Estimate	1	3	3	\$200	\$480	\$360 \$1,040
<b>Heller Park</b>						
Site Survey		3		\$0	\$480	\$0 \$480
Photometrics		6		\$0	\$960	\$0 \$960
Report - Baseline Conditions/Light Deficiencies	1	5	3	\$200	\$800	\$360 \$1,360
Concept Plans	1	3	4	\$200	\$480	\$480 \$1,160
Plans & Specifications	1	4	4	\$200	\$640	\$480 \$1,320
ADA Inspection Report	1	5	3	\$200	\$800	\$360 \$1,360
Construction Cost Estimate	1	3	3	\$200	\$480	\$360 \$1,040

TOTAL ENGINEERING COST (From Previous Page)	\$48,800
Directed By RFP (To be Used by the City's PM)	\$1,000
TOTAL CONTRACT FEE	\$49,800

**EXHIBIT D**  
**PROJECT SCHEDULE**

# PROPOSED SCHEDULE

