

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
DOUGHERTY + DOUGHERTY ARCHITECTS, LLP**

THIS AGREEMENT is made and entered into this 2nd day of July, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DOUGHERTY + DOUGHERTY ARCHITECTS, LLP, a California limited liability partnership ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide architectural and interior design services 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 Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. 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 A. Consultant's total compensation shall not exceed Fifty-Two Thousand Four Hundred Seventy-Seven Dollars (\$ 52,477.00).

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. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one year, ending on July 1, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The term of this Agreement shall automatically be extended for up to two (2) one-year periods unless a party gives written notice of non-renewal at least thirty (30) days prior to the end of the current term.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. 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:

Dougherty + Dougherty Architects
LLP
3194 D Airport Loop
Costa Mesa, CA 92626
Tel: (714) 427-0277
Fax: (714) 427-0288
Attn: Betsey Olenick Dougherty

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5288
Fax: (714) 754-5330
Attn: William Lobdell

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 "C" 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]

Mayor

Date: 7/10/14

CONSULTANT

[Redacted Signature]

Signature

Betsy Olenick Dougherty

Name and Title

[Redacted Social Security or Taxpayer ID Number]

Social Security or Taxpayer ID Number

Date: 7.9.14

ATTEST:

[Redacted Attestation Signature]

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

[Redacted Signature]

City Attorney

Date: 07/10/14

APPROVED AS TO INSURANCE:

[Redacted Signature]

Risk Management

Date: 7/10/14

APPROVED AS TO CONTENT:

[Redacted Signature]

Project Manager

Date: 7/10/14

EXHIBIT A
SCOPE OF SERVICES



ARCHITECTURE
PLANNING
INTERIORS

3194D

Airport Loop
Costa Mesa
California
92626-3405

714.427.0277

714.427.0286

WWW.DDARCHITECTURE.COM

June 24, 2014

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

**Re: City Council Chambers, Control Room & Community Meeting Room
Electrical, Mechanical/Plumbing and Structural Engineering Services and
Architectural Coordination for Engineering Consulting Services
including the Conversion of the Print Shop to a Community Room with Restrooms
D+D Project No. 21254.3**

Dear Mr. Lobdell:

It is an exciting prospect to know that decisions have been made to engage Architectural services, Electrical Engineering, Mechanical/Plumbing Engineering and Structural Engineering to achieve a full CD package for the City Council Chambers, Control/Equipment Rooms, and Community Room with Restrooms to enhance the level of technology and community services to the City of Costa Mesa within City Hall. As a means to coordinate with the work of Triton Consultants, please accept this proposal to reallocate funding within our Professional Service Agreement dated 4/25/13 to meet these needs. The consulting engineers proposed, and their associated fees as reflected in the attached proposals are:

Electrical Engineering: \$ 9,600.00

CBI Noor, Inc.
Mr. Abe Khadem
1618 Ohms Way
Costa Mesa, Ca. 92627
949.631.8777

Mechanical/Plumbing Engineering: \$ 15,800.00

Capital Engineering
Mr. Mike Minge
2830 Temple Avenue
Long Beach, Ca. 90806
916.851.3500

Structural Engineering: \$ 12,900.00

Saiful-Bouquet
Mr. Mehran Pourzanjani
333 City Blvd. West, Ste. 710
Orange, Ca. 92868
714.464.1117

COSTA MESA

CANLAND

Consulting Engineering Subtotal: \$ 38,300.00 \$ 38,300.00



City of Costa Mesa
 June 24, 2014
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The S/M/P/E scope of work is anticipated to be consistent with the attached Scope of Work documents as prepared by Dougherty + Dougherty for the City of Costa Mesa, that has served as a basis for these proposals. This work includes construction documents, City plan check review and approval, bid support, and construction administration support services. These services include modifications and IT coordination for the City Council Chambers, the Control and Equipment Rooms, and the conversion of the Print Shop to a community meeting room with restrooms.

There will be associated Architectural design, construction documentation and coordination services for structural, mechanical/plumbing and electrical engineering consulting, as well as continued coordination of the Triton technology package. There will also be architectural services associated with the community meeting room design, plan check, bid support and construction support services. It is our proposal to reallocate the remaining fees available within our existing contract to address these needs. Please see the attached most recent invoice dated June 24, 2014 for reference to identify the opportunity available. The assessment is as follows:

City Hall and Police Department Entry Way Design: \$ 44,377.00
 Allocated funds unused and transferable

Conceptual Design City Clerk's Office Modernization: \$ 8,100.00
 Allocated funds unused and transferable

Total funds transferable: \$ 52,477.00 \$ 52,477.00

Margin:
 \$52,477.00 (available) – \$38,300 (engineering) = \$14,177 to supplement Architectural fees for full services and coordination.

Remaining fees that are currently allocated to architectural services that have not been invoiced are:
 City Council Chambers Conceptual Design billed to 98%, or \$21,623.00 - \$21,190.54 = \$432.46
 SE Corner of 1st Floor billed to 20% = \$10,270 – 2,054 = \$8,216.00
 Remainder: \$432.46 + \$8,216.00 = \$8,648.46 of authorized tasks to remain in place

With the balance of \$14,177 in the contract to supplement the remaining \$8,648.46 left in the architectural line items, we agree to providing full architectural, IT and engineering coordination services through construction documents, bid period support services and construction administration support services.

This request represents the following total request for reallocation of funds beyond the remaining tasks:

Consulting S/M/P/E Engineering:

\$ 38,300.00

Architectural CD's, Plancheck, Bid and Construction Administration:

\$ 14,177.00

Total Requested Reallocated Funds:

\$ 52,477.00



City of Costa Mesa
June 24, 2014
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This request represents the complete transfer of existing funds within the current professional services agreement, without requiring a request for additional services beyond our current agreement total. Please contact me if you have any questions regarding this proposal and the calculations utilized to reallocate the remainder of the existing contract to achieve our goals for this scope of work. The A/E team is prepared to begin work upon your authorization, and look forward to the timely completion of this project

Thank you once again for the opportunity to be of service,

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

Attach: Fee proposals for CBI Noor, Capital Engineering, and Saiful Bouquet
Scope of Work for Consulting Engineering as prepared by d+D
d+D Invoice dated June 24, 2014



1618 Ohms Way, Costa Mesa CA 92627 Tel 949/631-8777 Fax 949/631-7026 State License: C10-452774

Proposal #3

City Of Costa Mesa
77 Fair Drive P.O. Box 1200
Costa Mesa, CA 92628-1200
Tel : (714)327-7483
Fax : (714)754-4998

Jun 24, 2014

Attention: Mrs. Fariba Fazeli /City Engineer
Mrs. Betsey Olenick Dougherty / Dougherty Architects LLP.

Regarding: City of Costa mesa council chambers

Per our review of the plans by the architect and telephone conversation with Kathy regarding the above matter we will perform the following:

1. Inspection of panels in the electrical room behind the council chambers to verify existing power connections to be reflected in the new plan
2. Verification of existing conduits and wires to determine if they can be utilized for new loads.
3. Design of electrical plan including: single line diagram, load calculations showing maximum demand, Title 24 document for new loads. The plan will show new circuits, conduits and wire sizes for each location feeding the A/V system- including power for the new rack, cameras and microphone (high voltage only). We will also find the voltage and amperage of air conditioning units (including the new exhaust motor) and mark in the plan as needed.
4. Upon completion, three sets of the plan will be submitted to the city planning department to obtain permits as needed.
5. For demolition we will disconnect circuits so the demolition company can remove existing lights and plugs.
6. This proposal includes lighting and power design for the council chambers, hallway, bathrooms, machine room, control room and community room.
7. Light fixtures for this project will be determined after being approved by the electrical engineer and architect for power consumption and title 24 requirements.
8. We will attend construction administration meetings to collect data and information to be used in our engineering drawings.

This estimate does not include any labor or installation of any fixtures, plugs etc. An estimate for labor costs will be provided after the completion of the electrical plan. We will be in direct contact with the architect and A/V engineer to provide power exactly where equipment will be located.

Total estimated engineering for above items..... \$9,600.00

Regards,

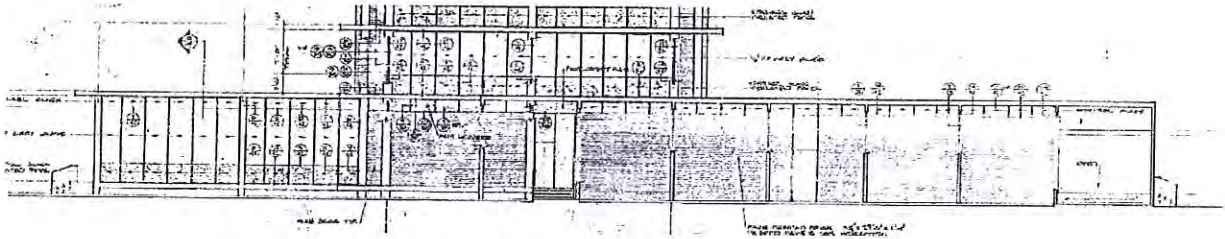
Abe Khadem



June 20th, 2014

Mrs. Betsey Olenick Dougherty, AIA
DOUGHERTY + DOUGHERTY ARCHITECTS LLP
3194 D Airport Loop Drive
Costa Mesa, CA 92626

PROJECT: Costa Mesa – Council Chambers
D+D Project Number; 21254.20



SUBJECT: PROPOSAL FOR MECHANICAL & PLUMBING DESIGN SERVICES

Dear Betsey:

We are pleased to offer this fee proposal for plumbing engineering services for the subject project.

Project Description:

This project involves tenant improvements at the Costa Mesa City Council Chambers located at 77 Fair Drive, Costa Mesa, CA. A mechanical roof top package unit (along with a thermostat) will need to be installed on the lower roof above the Council Chambers to service the new Machine Room that will be located adjacent to the existing Control Room. Modifications to the forced air system in the Control Room will be split, with the Machine Room with an independent thermostat. Exhaust fans to service Restrooms #135 and #135A. Plumbing Scope of Work: Plumbing design for restrooms #135 and #135A.

A. **Scope of Services:**

1. *Design Development Phase:* Prepare diagrammatic plans and outline specifications encompassing building plumbing, heating, ventilating and air conditioning systems.
2. *Construction Documents Phase:* Prepare construction drawings and technical specifications for Mechanical and Plumbing systems and components.
3. *Bidding/Contract Award Phase:* Prepare plumbing addenda and clarification documents, interpret mechanical drawings and specifications where required to clarify the intent of construction documents.

4. *Construction Phase:* Review submittal data for general compliance with plumbing contract documents, respond to RFI's, prepare change order documents (if) required to meet existing job conditions, and provide periodic site visits during the course of construction.

B. **Proposed Engineering Teams:**

1. Michael Minge, Principal, Matt Brooks, and Sarah Lewis.

C. **Materials and Services Furnished by Architect and/or Norwalk La Mirada USD:**

1. Record Drawings of existing plans including work of all trades.
2. Provide access to site and buildings.

D. **Compensation:**

1. Basic Services: Compensation for Scope of Services outlined under Paragraph B above shall be as follows:

Site Investigations / Review of existing plans	\$ 1,200.00
Design Development	\$ 2,200.00
Construction Documents	\$ 8,800.00
Bidding	\$ 400.00
Construction Administration	<u>\$ 3,200.00</u>
Total Mechanical & Plumbing Fee	\$ 15,800.00

E. **Insurance Coverage:**

1. General Liability \$1,000,000 per claim, \$2,000,000 aggregate.
2. Professional Liability \$1,000,000 per claim, \$2,000,000 aggregate.

Thank you for the opportunity to offer our services.

CAPITAL ENGINEERING CONSULTANTS, INC.

Michael C. Minge, Principal
LEED AP



333 City Boulevard W, Suite 710
Orange, CA 92868
714.464.1117 (T)
714.464.1490 (F)

www.SaifulBouquet.com

Revised June 23, 2014
June 4, 2014

Ms. Betsey Dougherty A.I.A.
Ms. Gaby Soriano
Dougherty & Dougherty Architects
3194 D Airport Loop
Costa Mesa Ca. 92626-3405

Subject: Structural Fee proposal for Costa Mesa Council Chambers Modernization
Costa Mesa, California

Dear Betsey and Gaby

In response to your request Saiful/Bouquet Structural engineers Inc. is pleased to submit this fee proposal for the above-mentioned project.

The project consists of modernization of the Costa Mesa Council Chambers. Our understanding of the scope of work is based on your email of June 2, 2014, and June 23, 2014 and the attachments therein, particularly the one entitled "Scope of Work for Structural, Mechanical, and Electrical Consultants". A total of eight tasks are identified for the structural discipline in this document (a copy is attached). Additionally you have requested that we assist with plan check, and to expect some minor coordination to occur during the construction phase. Also you have indicated that there may be site visits involved.

In developing this fee proposal we have assumed the following:

1. Complete design drawings will be available for the existing building
2. Strengthening of the structure for gravity purposes such as addition of mechanical or electrical units or new openings will not be required. Nor will lateral strengthening of the building be required such as strengthening of shear wall for new openings.
3. We will mark-up architectural drawings and provide calculations as required however we will not generate structural drawings nor sketches as a standalone package.
4. Our services will not be required for design and mark-up of typical and traditional non-structural items such as interior partition walls, wall fur outs, ceilings and similar items typically provided by the architect.

Fees

We propose to perform our services on time and material basis plus reimbursable expenses based on a flat hourly rate of \$150. Below is a table of the budgeted hours and an estimated fee for each of the tasks. We will not exceed these budgeted fees prior to obtaining approval from you.

Modernization projects present a level of uncertainty with respect to the structural scope of work depending on the elements that are impacted along the way by the remodel and the level of assistance and input requested by you towards producing the drawings. This proposed fee structure allows the flexibility of providing you with as much service as desired by you at a pre-negotiated flat rate. We will report to you when the budgeted amounts before they are exceeded and are nearing exhaustion. Our assumptions for developing this fee proposal is listed above as well as below the table

Project	Budgeted Hours	Estimated Fee
Seven Tasks as outlined in the "Scope of Work for Structural, Mechanical, and Electrical Consultants" document mentioned above and marking up of architectural drawings	56 hours	\$8,400
Response to plan check comments as required	8 hours	\$1,200
Construction administration coordination and input as required	14 hours	\$2,100
Site visits	2 visits at 4 hours each	\$1,200
Total		\$12,900 plus reimbursable expenses

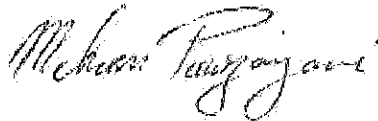
Notes and Assumptions:

- *Customary Reimbursable Expenses shall be billed at cost in addition to fees.*

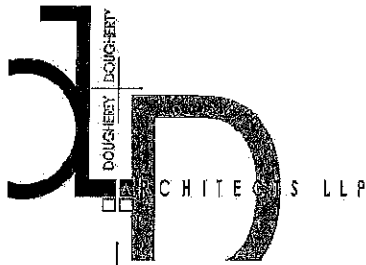
We hope you will find this proposal satisfactory. We appreciate the opportunity to be of service to you and look forward to working with you, and the entire team towards the successful completion of the project. Please do not hesitate to call with any questions or should you require additional information.

Sincerely,

SAIFUL/BOUQUET, INC.



Mehran Pourzanjani S.E.
Principal



ARCHITECTURE
PLANNING
INTERIORS

3194D

Airport Loop
Costa Mesa
California
92626-3405

714.427.0277

714.427.0288

Project Name: Costa Mesa – Council Chambers


Project Number: 21254.20

Scope of Work for Structural, Mechanical and Electrical Consultants

Structural Scope of Work:

Structural support for audio visual equipment, and construction support services related to structural issues as required.

- Pad and framed opening for the rooftop package unit that will feed the Machine Room
- In Conference Room 1A there will need to be a monitor installed on a column referenced in Triton drawing CONF 1A FP as CF14. Verification of structural integrity is needed.
- The location detailed as PBX1 will require a 6"x6"x6" Hoffman box and conduit. This requires structural verification of mounting detail. All cabling and finish work to be completed by the AV Contractor.
- In Council Chamber RCP there will need to be a number of attachments as detailed in D02 for monitors to be hung in the Chamber. These are located on COUNCIL RCP drawing as two 65 & 70 Inch Displays. The mounting of structural components for these displays is the responsibility of the Structural Engineer. The AV Contractor will install the pole and mounts in the Chamber.
- In Council Chamber RCP there is a number of lighting elements that will be hanging for the purpose of supporting lights, cameras, and a display. The design of the support devices is the responsibility of the Structural Engineer. There are also support structures needed for the lights at the dais rear behind the Council. Refer to drawings.
- Detail for the installation of the cameras installed at the House rear wall and on the façade behind the council are the responsibility of the Structural Engineer, to be coordinated during construction.
- Exhaust fans on roof to service Restrooms #135 and #135A

- 
- - The location of floor cuts and boxes as detailed in the staff areas in COCM Council FP and conduit riser drawing are to be verified and will require structural verification of slab removal and replacement.

Mechanical Scope of Work:

- A mechanical roof top package unit (along with a thermostat) will need to be installed on the lower roof above the Council Chambers to service the new Machine Room that will be located adjacent to the existing Control Room.
- Modifications to the forced air system in the Control Room is to be split, with the Machine Room with an independent thermostat.
- Exhaust fans to service Restrooms #135 and #135A

Plumbing Scope of Work:

- Plumbing design for restrooms #135 and #135A

Electrical Scope of Work:

- Verification is required to make sure there is enough capacity to support the new electrical loads based on the new lighting.
- Verify condition of existing conduit and lighting.
- Verification is required to make sure there is enough capacity to support the new audio/visual equipment specified by Triton Technology (audio visual consultant).
- Verify lighting controls and conformance to Title 24.
- Confirm interface with new 2x4 ceiling lighting to be installed at the Control Room (grid to remain, new ceiling tiles to replace existing).
- Coordinate for the replacement/relighting of house lights and for location of (2) new wall mounted light fixtures at the lobby.



- Verify path of travel for electrical and telecommunications at dais, staff workstations, and podiums, and provide a specification. Utilize conduit riser plan as provided by Triton Technology. Integrate with the casework.
- Suggest modification to electrical connection through slab to podium and staff workstations in the first row.
- Electrical service to new mechanical equipment.
- Lighting and switching layout between the Machine Room and Control Room.
- Ensure sufficient HVAC and support power is installed above new Machine Room considering the new wall and equipment heat load as provided by Triton Technology. This system will be operating 24/7.
- Ensure Control Room ETR HVAC is rebalanced if necessary.
- Specify panels, circuits, and paths for all new monitor and camera positions in the Council Chamber as well as the new outdoor display and press box. Coordinate with existing.
- All conduit paths for all exterior devices is to be verified prior to installation.
- In Council Chamber exterior there will need to be a 6X6X6 waterproof Hoffman enclosure for connections installed at 18" AFF. There will be conduit stubbed into the ceiling as referenced on detail drawing D03. The box and conduit are the responsibility of the General Contractor. There is additional detail on COCM COUNCIL RCP drawing.
- Lighting in Community Meeting Room
- Lighting in Restroom #135 and #135A

Invoice



Dougherty + Dougherty Architects LLP
 3194 D Airport Loop Drive
 Costa Mesa, CA 92626
 714.427.0277 T
 714.427.0288 F

June 24, 2014
 Project No: 21254.20
 Invoice No: <Draft>

CITY OF COSTA MESA
 WILLIAM LOBDELL, DIRECTOR OF
 COMMUNICATIONS
 77 FAIR DRIVE
 COSTA MESA, CA 92626

MODIFICATIONS
 CITY OF COSTA MESA
 PROFESSIONAL SERVICES AGREEMENT DATED 4/25/13
 PO: CITY - 8752 - Revision 1-12/11/2013

Professional Services Through June 30, 2014

Contracted Service

	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
CITY HALL & POLICE DEPT ENTRY WAY DESIGN	0.00	0.00	0.00	0.00	0.00
* Program Development	1,331.00	0.00	0.00	0.00	0.00
* Schematic Design	6,213.00	0.00	0.00	0.00	0.00
* Design Development	9,763.00	0.00	0.00	0.00	0.00
* Construction Documents	15,086.00	0.00	0.00	0.00	0.00
* Bidding	2,663.00	0.00	0.00	0.00	0.00
* Construction Administration	9,319.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
CONCEPTUAL DESIGN- City Council Chambers	21,623.00	98.00	21,190.54	21,190.54	0.00
	0.00	0.00	0.00	0.00	0.00
CONCEPTUAL DESIGN- SE Corner of 1st Floor	10,270.00	20.00	2,054.00	2,054.00	0.00
	0.00	0.00	0.00	0.00	0.00
CONCEPTUAL DESIGN- City Clerk's Ofc Mod	8,100.00	0.00	0.00	0.00	0.00
Total Fee	84,970.00		23,244.54	23,244.54	0.00
TOTAL FEE					0.00
Total this Invoice					0.00

Outstanding Invoices

Number	Date	Balance
0000010	5/8/2014	648.69
Total		648.69

Total Now Due \$648.69

Billings to Date

	Current	Prior	Total
Fee	0.00	23,244.54	23,244.54
Expense	0.00	195.35	195.35