

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ASAKURA ROBINSON, INC**

THIS AGREEMENT is made and entered into this 15th day of September, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ASAKURA ROBINSON, INC., a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional landscape architectural services for the creation of an outdoor meeting space, 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's Chief Executive Officer ("City CEO") 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 Twenty Thousand Seven Hundred Dollars (\$20,700.00).

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 Twenty Four months, ending on September 15, 2017, 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 CEO 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:

Asakura Robinson
445 Santa Ana Avenue
Newport Beach, CA 92663
Tel: (714) 813-8134
Fax: _____
Attn: Marjaneh Afkhami, PLA

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5208
Fax: (714) 754-5028
Attn: Larry Dreiman

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

[Redacted Signature]

for Chief Executive Officer

*Attorney
CEO*

Date: 10/2/15

CONSULTANT
REDACTED

[Redacted Signature]

Signature

Date: Sept 17-2015

MARJANEH AFKHAM-EBRAHIMI PRINCIPAL
Name and Title

REDACTED

Social Security or Taxpayer ID Number

ATTEST:

REDACTED



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

APPROVED AS TO FORM:
REDACTED

[Redacted Signature]

City Attorney

Date: 09/21/15

APPROVED AS TO INSURANCE:

REDACTED

Risk Management

Date: 9/17/15

APPROVED AS TO CONTENT:

REDACTED

Project Manager

Date: 9/24/15

DEPARTMENT HEAD APPROVAL

REDACTED

Ernesto Munoz, Public Services Director

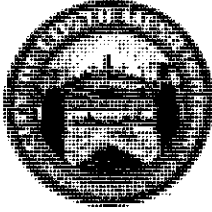
Date: 9.28.15

REDACTED

Stephen Dunivent
Interim Finance Director

Date: 9.30.15

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

July 28, 2015

SUBJECT: REQUEST FOR PROPOSALS (RFP's) TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR THE CREATION OF AN OUTDOOR MEETING SPACE

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to provide professional services for the creation of an outdoor meeting space located at the south end of the City Hall building, located at 77 Fair Drive. The schedule is as follows:

<u>ENGINEERING SCHEDULE</u>	<u>DATE</u>
1. Proposal Received by the City	8/7/15
2. Award of Professional Services Agreement	9/15/15
3. Project Kick-off Meeting	9/16/15
4. Conceptual Design for Public Meeting Space	10/16/15
5. Submit Complete Plans, Specifications and Detailed Estimate	11/13/15
6. Obtain Building Permit (If required)	1/8/16

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

CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is Larry Dreiman, at (714) 754-5208.

PROPOSAL SUBMITTAL REQUIREMENTS

Please submit three (3) copies of the proposal and two (2) copies of the fee proposal no later than 3:00 p.m., on Friday, August 7, 2015. All proposals shall be delivered or mailed to:

Larry Dreiman, P. E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Mailing Address:
P.O. Box 1200, Costa Mesa, CA 92628-4193

REDACTED

Sincerely,

Fariba Fazeli, P. E.
City Engineer

REQUEST FOR PROPOSALS (RFP's) TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR THE CREATION OF AN OUTDOOR MEETING SPACE

1. INTRODUCTION

The City is planning to remodel the City's Council Chambers, audio/visual control room, and conference room 1A, conversion of the former print shop into a community meeting room, remodel of the employee/community lounge, ADA upgrades to the existing 1st floor restroom facilities and the creation of an outdoor meeting space. The architectural firm of Dougherty and Dougherty has prepared a set of construction documents that covers the majority of the remodel project. The City is also planning to modernize its existing audio/visual system with this project. Plans for this portion of the project have been created by Triton Technology.

The City of Costa Mesa, California (City) is soliciting Request for Proposals (RFP's) for selection of a Landscape Architectural/Engineering firm for the creation of an outdoor meeting space (the project).

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

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to a maximum of 10 pages (excluding front and back covers, section dividers, resumes, and photographs) and include the following:

Statement of project understanding containing any suggestions to expedite the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.

A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager/ Landscape Architect proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.

A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.

A fee proposal provided in a separate sealed envelope.

3. CONSULTANT SELECTION COMMITTEE

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of at least four (4) members from this department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently.

4. FEE PROPOSAL

- A. Two separate fee schedules for the project shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total lump sum fee.
- C. The fee schedule shall depict individual project tasks, man-hours, and basic hourly rates for specific personnel to be used. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- D. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule for any of the outlined tasks.

5. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Consultant Selection Committee has evaluated the consultants' submitted 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.

6. PROFESSIONAL SERVICES AGREEMENT

City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP's and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

7. INSURANCE REQUIREMENTS

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

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

8. SCOPE OF CONSULTANT SERVICES

Prepare complete plans, specifications and a detailed and accurate cost estimate for the creation of an outdoor meeting space.

1. GENERAL SERVICES

The architect shall provide general services necessary to assist in the administration of the project. The architect will serve as the lead consultant in managing the design of the outdoor meeting space. The civil engineering, landscape architecture, dry utility consulting, electrical engineering, mechanical engineering and all other sub consultants should be included in the various scope items below. This item of work shall include, but not be limited to, all the activities required to coordinate between project disciplines, agencies, sub consultants, utility companies, and the City.

2. OUTDOOR MEETING SPACE

The City wishes to better utilize the space outside the proposed community meeting room, located at the south end of City Hall. This area (see attachment 1), is to be converted to an outdoor meeting space with features that include electrical outlets, up lighting for trees, low level lighting, outdoor furniture, pad for a coffee/snack kiosk and a vegetation screen between the meeting space and parking lot. The consultant shall provide two (2) conceptual plans for this space for review and selection by the City.

Upon selection of a concept by the City, the consultant shall prepare complete construction documents for the meeting space (including landscaping, irrigation, electrical, mechanical, etc.).

Architect shall include with the design an itemized Furniture Furnishings & Equipment (FF&E) list with responsibilities for contracting and installing and any sole sourcing itemized in the FF&E list.

3. BIDDING AND CONSTRUCTION SUPPORT

Attend one bid coordination meeting and prepare technical specifications, project appendices, bid form and architects estimate. Attend one pre-bid meeting and provide full size exhibits for use in the pre-bid meeting presentation. During bid process, the architect shall be responsible for preparing addenda, clarifying the construction documents, answering bidder's questions, issuing revised bid form, plans, exhibits, technical specifications as required. During the construction phase, the architect and his sub consultant shall review/approve submittals and respond to contractor's Request for Information (RFI's) and/or change order request.

4. COST ESTIMATE

The architect shall provide a detailed and accurate final construction cost estimate for each item of work for this project.

5. PROCESSING OF PLANS AND PERMITS

If required, the landscape architect shall process the construction documents with the City of Costa Mesa Building Division, answer plan check comments and if necessary revise construction documents and obtain all the required permits.

9. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

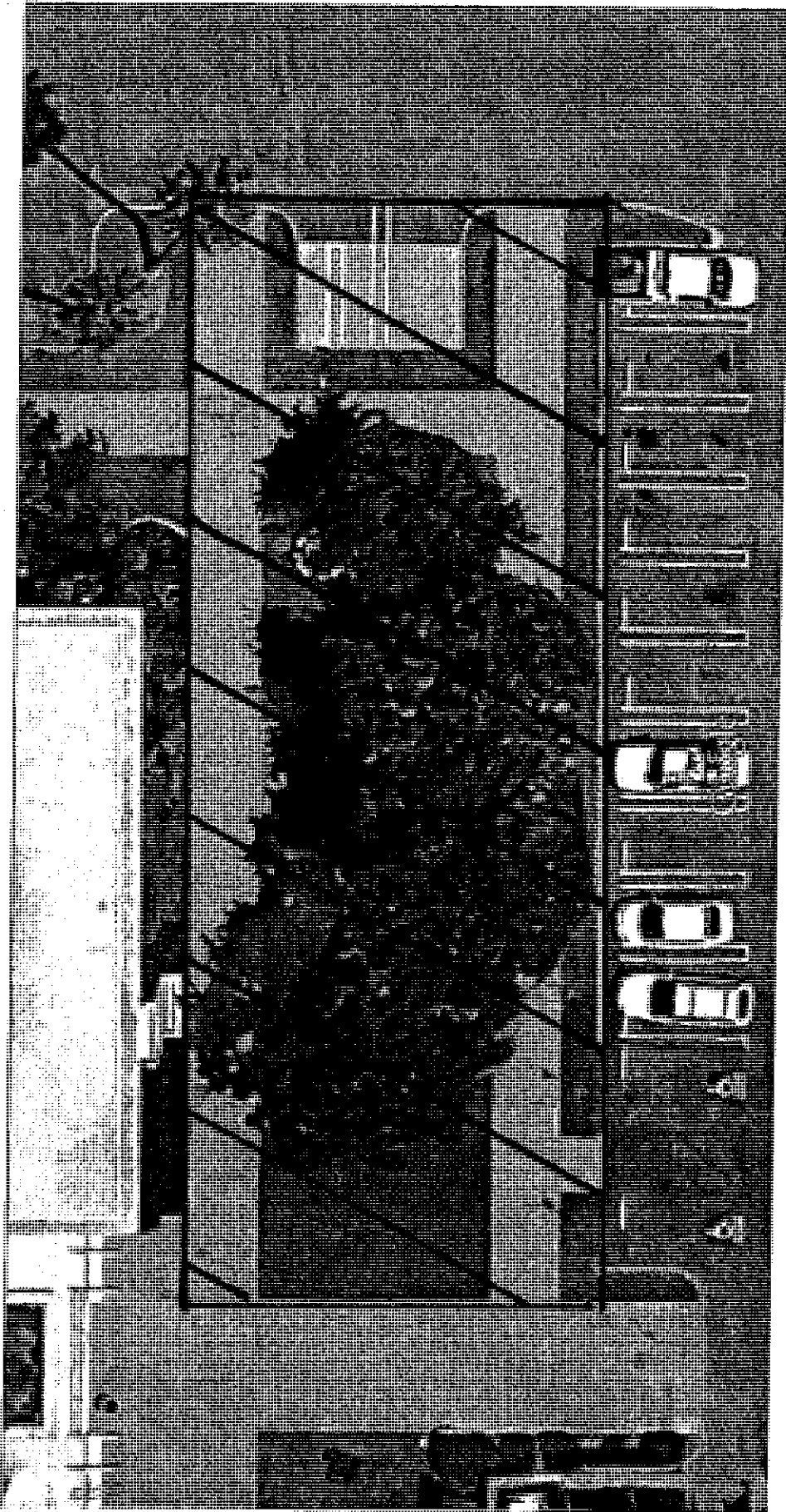
Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

10. RIGHT TO REJECT ALL PROPOSALS

- A. 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 RFP's or otherwise.
- B. The City also reserves the right to award a portion of work or combination, thereof.
- C. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the consultant. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by the consultant. All proposals submitted to the City of Costa Mesa become the property of the City.

11. SUMMARY

The City appreciates participation, and the intent of this RFP's is to establish the minimum consultant services required. Prior to awarding a contract, all insurance documents must be submitted and approved.



**EXHIBIT B
CONSULTANT'S PROPOSAL**

QUALIFICATIONS FOR

CITY OF COSTA MESA

Professional Landscape Architectural Services
for the creation of an

OUTDOOR MEETING SPACE

COST PROPOSAL

August 7, 2015

ANDREW ROBINSON COMPANY

10000 BROADWAY
SUITE 1000
COSTA MESA, CA 92626
TEL: 949.440.0000



August 7, 2015

Larry Dreiman, PE
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Re: Request for proposals to provide professional landscape architectural services for the creation of an outdoor meeting space

Dear Mr. Dreiman:

Asakura Robinson is pleased to submit our proposal for the design of outdoor meeting space, an enhancement of the existing landscaped area immediately adjacent to the city hall parking and the remodeling project of the City Hall Council Chambers. We have carefully assembled a team that brings broad and deep experience creating client-tailored gathering spaces along with local expertise and knowledge of regional native plant material. We look forward to working closely with city staff and the community to transform the existing space into a truly unique open meeting space that is not only a highly functional gathering area, but a treasured plaza that can be embraced by City staff, visitors and the greater community of Costa Mesa.

We are impressed by the City of Costa Mesa's efforts to upgrade the landscape environment and their demonstrated commitment to the well-being of the City's residents. We strive to bring sustainable, attractive, vibrant, walkable and lasting solutions to build upon the City's unique assets. Our goals are to work with the City of Costa Mesa staff, the architect, and our team members to design a cost conscious and "Green" sustainable solution and to create a space that reflects the needs of City and celebrates the history and culture of the community.

Our team brings a unique methodology, based on the belief that engagement and collaboration is the cornerstone of any successful project. We are pleased to augment our team with the following resources:

GMEP Engineers, Inc., is a Southern California-based full service MEP firm that specializes in HVAC, Electrical and Plumbing engineering for a variety of projects.

3S Prime Engineering Inc., a locally-based firm led by Sanjar Saljooghi, PE that provides structural engineering services throughout the region.

We are excited about the opportunity to offer our extensive experience designing open spaces. Asakura Robinson has long history working with numerous clients and communities designing exemplary plazas, rooftop decks, gathering areas and people places. We are driven by the pursuit of highly developed aesthetic visions that seek to maximize community impact. Sugar Land Town Square in Sugar Land, TX is one of Texas' most celebrated, award-winning mixed-use developments that features shaded sidewalks, way-finding signage, cobblestone walkways and the cascading landmark fountain. Project Principal, Keiji Asakura, led the landscape, irrigation, fountain and hardscape design, construction documentation and assisted the development of the master plan. More recently, our work designing the rooftop garden for the recently

completed Wildwood Corporate Centre I resulted in the 2015 AIA Houston Design Award for use of materials, interesting facade and link back to the natural landscape. Other notable projects include the Reflection Pond at Rothko Chapel, Federal Reserve Bank Rooftop Garden, and Mandell Park.

Asakura Robinson Company develops a cost estimate throughout each phase of a project using previous, recent project bid numbers as estimates, starting with schematic design through construction documents. By applying value management to our projects, we provide services that address various project challenges. Our design is based on real numbers and is reviewed by the Client at each phase for approval. This process allows the team flexibility to make changes to ensure the original budget is met. For example, installing 15-gallon trees in place of 30-gallon trees ensures the same number of trees can be planted but at a reduced cost to the Client.

In addition, alternative, cost effective material options are offered to the Client, such as recycled-content materials that can cut costs. For example, at the Gene Green Beltway 8 Regional Park, crushed concrete was selected as the material used to fill the gabion wall structures throughout the park. This not only saved money in materials but also added value by gaining LEED points towards the Park's LEED Certification. For the City of Costa Mesa Open Meeting Space, we have calculated a not-to-exceed total lump sum fee of \$14,700.

With our built expertise in designing people gathering spaces and delivering a successful project that achieves multiple goals for their communities by balancing the budget, aesthetic quality and function, we believe that we are the ideal partners for the City to transform the space into a place treasured by the City. We thank you for this opportunity and look forward to discussing ideas, strategies, and goals for the project soon.

Sincerely,

REDACTED

Keiji Asakura, FASLA Principal
Asakura Robinson Company



1511 Sterling Plaza
Asakura Robinson Company
Houston, TX

FEE PROPOSAL

Asakura Robinson Company ensures the timely completion of the Open Meeting Space project within budget, to the satisfaction of the City of Costa Mesa. While the team is prepared to provide a detailed budget once selected, an approximate percentage of budget, calculated for each task is estimated as follows:

FEE PROPOSAL

Conceptual Development	\$ 1,200
Preliminary Design	\$ 2,500
Construction Documents	\$ 9,000
Bidding	\$ 500
Construction Observation	\$ 1,500
Total	\$14,700

REIMBURSABLES

Fees and reimbursable costs shall be billed monthly as a percentage of work completed or actual costs for additional services and reimbursables as defined herein.

Reimbursable expenses are expenditures for the project made by ARC and consultants in the interest of the project plus an administrative fee of 10%. Reimbursable expenses include, but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar project – related expenditures. Upon award of the open meeting space proect, a not-to-exceed amount for Reimbursable expenses shall be negotiated with the client.

A. EXCLUSIONS TO SCOPE OF SERVICES AND ADDITIONAL SERVICES

1. Client shall provide the following information as required for performance of the work. ARC assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should ARC be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- a) Topography, boundary surveys and Legal descriptions of property.
- b) Existing site engineering and utility base information.
- c) Soils Engineering, Geo-technical and other Consultant services if required.

2. Additional Services include but are not limited to:

- a) Work requested and or authorized by the Client not defined in the 'Scope of Work' or revisions and changes to Client approved drawings and the preparation of alternatives or change orders requested by the Client.
- b) Preparation of as-built drawings or of measured drawings or existing conditions.
- c) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publication, maps, and documents requested by the Client.

Hourly rates for Additional Services:

Keiji Asakura	Principal	\$ 187/hr
Marjaneh Afkhami	Consulting Principal	\$ 150/hr
Brendan Wittstruck	Associate	\$ 69/hr
Staff	3.0 x direct personal expense (DPE)	

Asakura Robinson Company LLC | 445 Santa Ana Avenue | Newport Beach | California | 92663 | 714.813.8134

Asakura
robinson

QUALIFICATIONS FOR

CITY OF COSTA MESA

Professional Landscape Architectural Services
for the creation of an

OUTDOOR MEETING SPACE

August 7, 2015

AKAKURA FISHBEIN COMPANY

1000 Santa Ana Avenue
Suite 200, Costa Mesa, CA 92626
www.akakurafishbein.com

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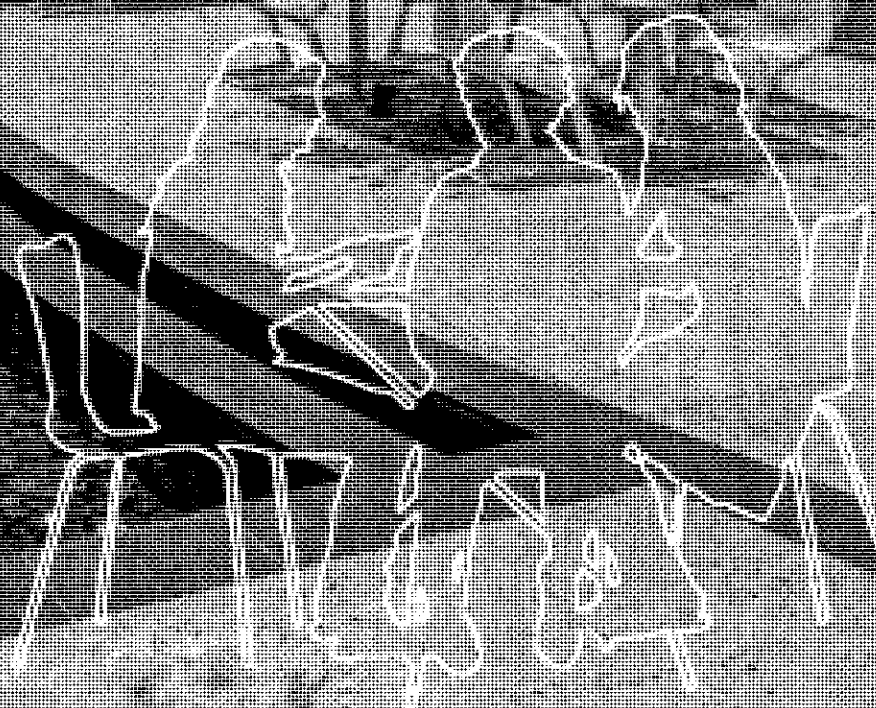
Project Understanding



open meeting space

The project area is approximately 6,500 square feet adjacent to the City Hall Council Chambers and community meeting room being remodeled. The purpose of the project is to enhance this area suitable for more comfortable and inviting outdoor meeting space for use by the community. Working with the existing trees and emphasizing native and more drought tolerant plant material, the meeting space would create a vegetative enclosure from the adjacent parking area. The design considerations may include enhancements such as a shade structure and a water feature element. The space will accommodate soft landscape lighting, comfortable and attractive outdoor furniture groupings and a kiosk pad for refreshment and snack vending. The area will be upgraded to meet the ADA requirements for accessibility, low watering needs and to incorporate the best practice in maintenance and in sustainability principles.

Project Team



CLIENT

CITY OF COSTA MESA



PRIME

ASAKURA ROBINSON COMPANY

PRINCIPAL IN CHARGE | **KEIJI ASAKURA**, FASLA, CLARB, PLA
PROJECT MANAGER | **MARJANEH AFKHAMI**, PLA

Asakura Robinson will participate as the prime consultant for the Open Meeting Space project with responsibility for team leadership, project management, and landscape architecture.

Asakura Robinson is a planning, urban design, and landscape architecture firm which strengthens environments and positively impacts communities through innovation, engagement, stewardship, and an integrated design process and its employees are leaders in social and environmental design. As a firm, we strive to assist visionary clients to spur positive change. We focus on engaging communities in ever more diverse project contexts while maintaining a high level of creativity and collaboration in every endeavor.

Three key values inform all of our work: interaction, diversity and innovation. We value the ability of the public to participate in our projects, creating places that encourage social interaction, and our staff's deep engagement in our communities. We value our diverse workplace and communities and seek to optimize existing community-based and ecological resources. Finally, we value creativity in our processes, materials, technology, collaborations, approach, and design palette.

STRUCTURE

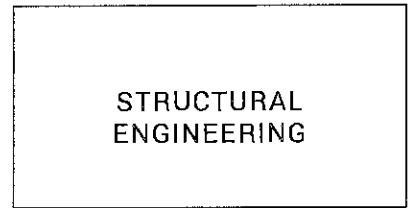
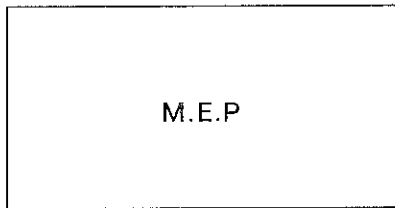
The project team will be led by Principal-In-Charge, Keiji Asakura. As principal designer, Keiji is available throughout the life of the project for contract negotiations, design development, schematic design and client/consultant/public meetings. Project Manager and landscape architect, Marjaneh Afkhami will serve as the main point of contact and is available for project management, meetings, and construction administration. Associate Project Manager, Brendan Wittstruck will assist with the design and will be responsible for consultant coordination.

Asakura Robinson teams with subconsultants that are familiar with our philosophy and project approach.

TEAM STRUCTURE SUB-CONSULTANT(S)

3S Prime Engineering Inc will be providing structural engineering services under the leadership of Sanjar Saljooghi, PE. GMEP Engineering Inc will be responsible for MEP under the leadership of Gary Zhou, PHD, PE.

OPEN MEETING SPACE DESIGN TEAM



GMEP ENGINEERING INC.

ASAKURA ROBINSON COMPANY

3S PRIME ENGINEERING, INC.

Dr. Gary Zhou, PHD, PE
M.E.P Engineer

Keiji Asakura, FASLA, PLA, CLARB
Principal Designer

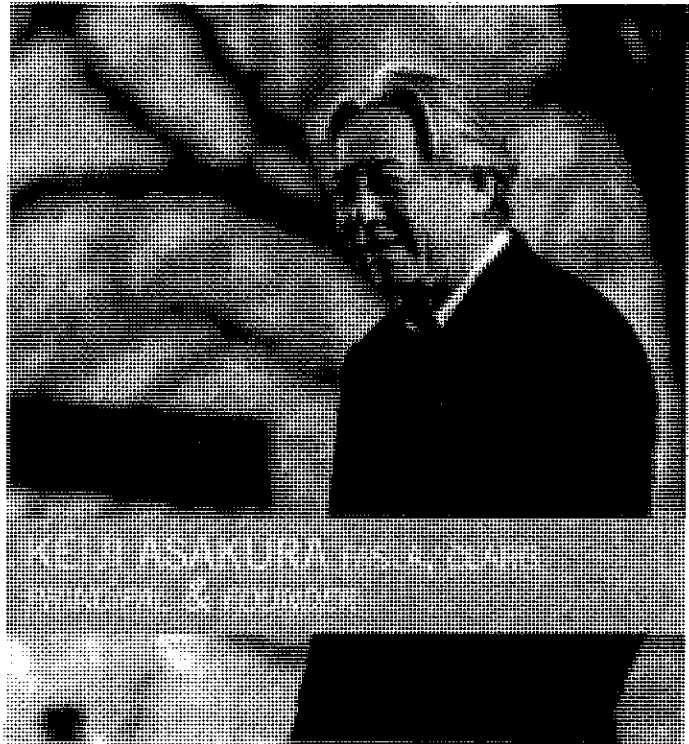
Sanjar Saljooghi, PE
Structural Engineer

Marjaneh Afkhami, PLA
Landscape Architect

Brendan Wittstruck, LEED AP BD+C
Designer

Keiji Asakura holds over 37 years of experience in urban design, landscape architecture, and community planning throughout the US and internationally. In his highly regarded practice, he has master planned and designed beautiful and functional spaces in a variety of settings, from park and recreation destinations to streetscapes, educational facilities, and affordable housing. Keiji provides a holistic and context-sensitive approach that considers both the aesthetics and function of a plan or design, allowing for opportunities for enhanced mobility, connectivity, community health, and social interaction, while respecting the historic and cultural heritage of a site.

Keiji is a member of the American Society of Landscape Architects (ASLA) Council of Fellows and is the recipient of numerous high honors including the 2011 ASLA Distinguished Member Award, the 2009 President's Call for Service Award, and the 2005 City of Houston Mayor's Proud Partner Award for Distinguished Service. Keiji was a founding principal of SLA Studio Land Inc. in Houston, California, and Tokyo before opening Asakura Robinson in 2004.



REGISTRATION & CERTIFICATION

Professional Landscape Architect, State of Texas, License #1170

Certified by the Council of Landscape Architectural Registration Board/CLARB #893

Applied Fluvial Geomorphology, Wildland Hydrology
Pedestrian Safety Action Plan, US Federal Highway Admin.

EDUCATION

Bachelor of Science in Landscape Architecture, California Polytechnic University, Pomona

MEMBERSHIPS

American Society of Landscape Architects, Council of Fellows
US Green Building Council
Asian Chamber of Commerce

BOARDS/COMMITTEES

City of Houston Civic Arts Committee Mayoral Appointee
Urban Harvest Board Member
Blueprint Houston Board Member
Scenic Houston Board Member
Botanic Garden of Houston Advisory Council
Mercer Arboretum & Botanic Garden former Board Member
American Society of Landscape Architects former Section Chair
Houston Wilderness Advisory Committee

TEACHING & SPEAKING ENGAGEMENTS

2013 Fall Semester - University of Houston
Architecture Department
2005 University of Houston - Graduate Design
Lab Guest Critic
2004 Texas A&M University - Guest Studio Critic

REPRESENTATIVE PROJECTS

Washington-on-Westcott Roundabout, Houston ^{AP}
Dulles Avenue Streetscape Enhancements, Sugar Land
North Main Street Reconstruction Project, Houston
Alameda Reconstruction Project, Houston
Bagby Streetscape Enhancements, Houston
Parkway (Eldridge Streetscape), Houston
Historic Holman Street Reconstruction Project, Houston
Holcombe Square Pedestrian Enhancement Plan, Houston ^P
OST/Griggs Pedestrian Enhancement Plan, Houston
Airline Corridor Pedestrian Enhancements, Houston
1960 "Green Medians" Beautification, Houston ^A
East End Mobility Study, Houston ^P
West Fort Bend Management District Landscape Master Plan, Fort Bend ^P
Galveston Livable Communities Project, Galveston ^P
Clear Lake Special District's Pedestrian and Bicyclist Study, Clear Lake ^P
City of Houston Urban Corridor Planning Study, Houston ^{AP}
Sugar Land Town Square, Sugar Land ^A
City of Pasadena, Texas, Bikeway Master Plan
Moody Gardens 20-year Master Plan, Galveston ^A
Bridge of the Americas Plaza, Laredo ^A

REGIONAL PROJECTS

Costa Mesa Wayfinding and Streetscapes, Costa Mesa
Rivage / Newport Ridge Community Landscape Plan, Newport Beach
Hamilton Cove Resort, Santa Catalina Island
Bonita Canyon, Newport Beach

^A Award Winning Projects
^P Public/Stakeholder Involvement



asakura robinson company LLC

Planning Urban Design Landscape Architecture

Marjaneh Afkhami is a landscape architect with over 28 years of experience in various landscape architecture and planning projects in the United States (California, Texas, Utah, Arizona), Mexico, Japan, Thailand, Singapore, and Malaysia. She specializes in commercial (office, resort golf course, hotels) landscape design, site planning, park design, streetscape, residential community development, and custom residential landscape design. Her work experience ranges from the client vision understanding and concept design phase through design development and implementation observation.

Marjaneh has extensive knowledge of plant materials for Mediterranean, arid, and tropical climates. She also specializes in green wall and green roof design and implementation. Since 2005, she has been equally involved in on-site landscape construction project phases and construction observation to ensure proper and timely design implementation.

In 2000, Marjaneh opened MEgT Architerra, a landscape architectural design studio specializing in high-end custom residential and retail projects in Arizona and Southern California. From 2000-2005, Marjaneh operated MEgT Flora Division, a boutique floral and event design studio in Newport Beach. This five-year period gave her unique experience working closely with plant materials and engaging her creative talent of high-end floral design. During this time, Marjaneh also consulted and collaborated with architects and landscape architects working on various commercial, planning, and resort projects.

Prior to forming MEgT Architerra, Marjaneh worked and collaborated at several Southern California firms, including three years at SLA Studio Land in Houston, and four years at the Costa Mesa branch with Keiji Asakura. During this time she performed the role of landscape architect serving as project manager and designer for various commercial, resort, and housing projects.

REGISTRATION & CERTIFICATION

Professional Landscape Architect, State of California, License #3953

EDUCATION

Educated in Iran, Switzerland, United States
Bachelor of Landscape Architecture 1983
Bachelor of Fine Arts 1983
Rhode Island School of Design
Continuing education courses:
Horticultural Studies, UCI and UC Fullerton
Fine Arts, Glassell School of Arts - Houston, TX

MEMBERSHIPS

American Society of Landscape Architects (ASLA)

REPRESENTATIVE PROJECTS

Planning, Community Development, Housing
Garden Grove Blvd., Land Use and Revitalization Plan, CA
73 Toll Road Corridor Visual Impact Study, Aliso Viejo, CA
Laguna Audubon Neighborhood Communities Planning and Landscape, Aliso Viejo, CA
Hamilton Cove Resort, Catalina Island, CA
Vistas Community, Aliso Viejo, CA



REPRESENTATIVE PROJECTS (Cont'd)

Harbor Village in Los Angeles, CA
Vista Ridge Community, Irvine Company, Newport Beach, CA
Flores Los Aliso, Aliso Viejo, CA
Bonita Canyon Community, Irvine Company, Newport Beach, CA

Institutional and Commercial

West Coast University Campus for American Career College, Anaheim, CA
Summit Business Park Phase II, Aliso Viejo, CA
Universal Studio Portofino Hotel & Resort Landscape Concept, Orlando, FL
Universal Studio, Bali Hotel & Resort Landscape Concept, Orlando, FL
Promenade Mall Renovation, Woodland Hills, CA

Park and Recreation Projects

Westpark II Neighborhood Entries, Intersections and Parks, Irvine, CA
Paseo Westpark Blvd. Design, Irvine, CA
Development of Delhi Community Center, City of Santa Ana, CA
Moody Gardens 21-year Master Plan, Galveston, TX

International Projects

Bugis Junction, Singapore
Act City, Kobe, Japan
Tateshina Golf Resort, Japan
Real Del Mar Golf Resort, Baja, Mexico
XI Chong Resort, Taiwan
AOIA Urban resort, Kobe, Japan
Roko Island, Kobe, Japan
Seacon Square Shopping Center, Bangkok, Thailand
Kuala Lumpur City Center Master Plan, Malaysia
Raffles Hotel, Singapore

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Planning Urban Design Landscape Architecture

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Brendan delights in investing in place, from his hometowns of Austin and Asheville to his adopted “homes” in St. Louis and New Orleans. Throughout, he has worked in numerous capacities of design, including tenures with Farr Associates in Chicago, Kinney & Associates Architects in Austin and nearly three years in non-profit sustainability consulting with the Center for Maximum Potential Building Systems where he led multiple master planning efforts and worked in internal strategic development, grant writing, and graphic design. His projects have ranged between residential remodels to over 200-acre master plan design development, and he has practiced experience in stakeholder outreach, local codes and ordinances, and systems-level thinking.

Since returning to Austin, Brendan has engaged the city's development future through neighborhood activism and urbanist advocacy, with special interests in stormwater management, green infrastructure, transportation systems and, increasingly, housing type diversity and public process. He is particularly fascinated by the potential of cities to foster close relationships between people, arts, and nature; a founder of the design collective GUMBULLY, he was part of a winning team to reimagine the Seaholm Intake structures on Lady Bird Lake as a node to connect Austin's burgeoning downtown with the rich lakefront activities.

EDUCATION

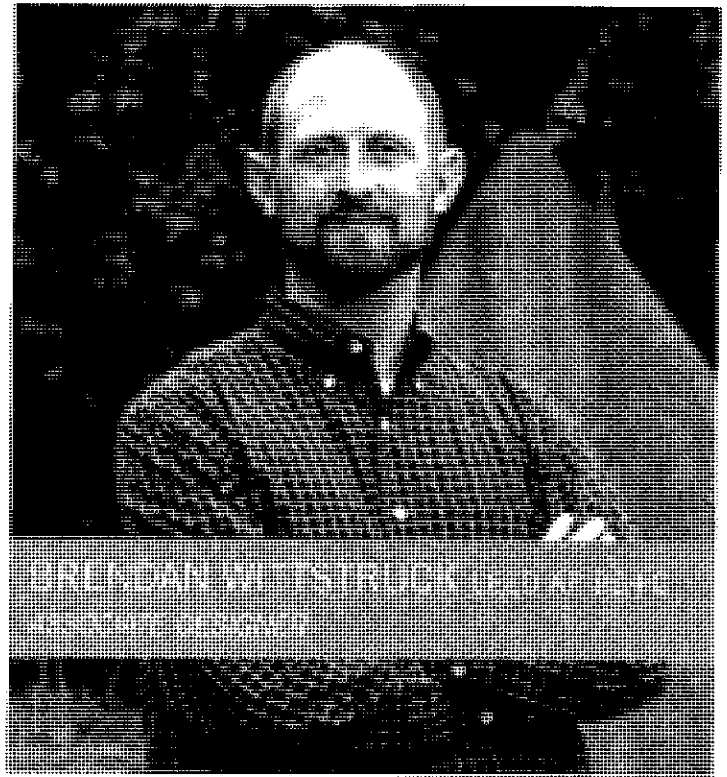
Master of Architecture, Master of Urban Design, Master of Construction Management, Washington University in St. Louis
Bachelor of Arts, Davidson College

ACTION & COMMUNITY INVOLVEMENT

CodeNEXT Green Infrastructure Working Group
Evolve Austin Green Infrastructure Chair
North Central I-35 Neighborhood Coalition 2 (Secretary, 2014-15; Chair, 2015-present)
Upper Boggy Creek Neighborhood Plan Contact Team Representative
ReConnect Austin
Friends of Austin Neighborhoods
Delwood II Neighborhood Association
Cherrywood Neighborhood Association Steering Committee and Land Use & Transportation Committee (Secretary 2013-14)

TEACHING & SPEAKING ENGAGEMENTS

2014 Guest Critic, Washington University in St. Louis
2014 Guest Critic, UT Architecture Discovery Program
2013 Invited Speaker, Society for Marketing Professional Services (SMPS) Luncheon
2011 Invited Speaker, Eskew+Dumez+Ripple Architects
2011 Invited Speaker, Transportation Engineering Association of Metropolitan St. Louis (TEAM) Fair
2009-2011 Teaching Assistant, Washington University in St. Louis



REPRESENTATIVE PROJECTS

Urban Design & Master Planning

Little Stacy Neighborhood Park, Austin, TX
Seaholm EcoDistrict Opportunities Assessment, Austin, TX
Seaholm EcoDistrict Interactive Environmental Media Project, Austin, TX
Tinley Park Medical Center Redevelopment Briefing Book, Chicago, IL
Ecology Action of Texas Circle Acres Master Plan, Austin, TX
Center for Maximum Potential Building Systems Via Verde Master Plan, Austin, TX

Architecture

Broad Street reFresh, New Orleans, LA
Seaholm Intake Design Ideas Competition, Austin, TX
Ecology Action of Texas shade structure, Austin, TX

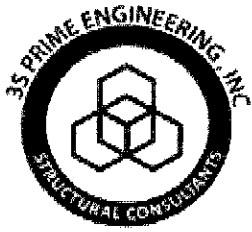
Graphic Design

“Green Masters Series: Pliny Fisk III”, Ecotone Publishing
Lenses for a Maximum Potential Future teaching tools

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robinson

asakura robinson company LLC

Planning Urban Design Landscape Architecture



3S PRIME ENGINEERING INC

SANJAR SALJOOGHI, PE
Structural Engineer

23265 Park Ensenada, Calabasas, CA 91302
(p) 818.851.8920
14sanjar@gmail.com

REGISTRATION & CERTIFICATION

Professional Engineer in California C 53610

EDUCATION

BS Civil Engineering, Ohio Northern University, Ada, Ohio
MA Civil Engineering (Structural), University of Cincinnati,
Cincinnati, Ohio

PROJECT MANAGER / ENGINEER / CONSTRUCTION / STRUCTURAL ENGINEERING

Extensive experience optimizing operations and profits for construction and engineering companies through outstanding management, technical, and relationship building expertise. Accomplished and versatile professional with proven ability to direct construction and engineering projects within diverse sectors including government, education, and healthcare. Recognized contributor with knowledge and skills needed to develop targeted solutions to structural engineering challenges, utilizing background in building behavior, components, and construction materials and practices. Articulate and collaborative communicator, negotiator, and leader with talent for establishing productive relationships with owners, architects, colleagues, and government officials and building strong, motivated multi-trade teams. Registered as Professional Engineer in the state of California.

CORE COMPETENCIES

Project Management / Structural Engineering
Government / Education / Healthcare
On-time / Within-budget Construction Materials / Practices
Remodels / Tenant Improvements
New Construction
Documentation Flexible / Cost Effective Solutions
Observations / Inspections
Multi-trade Team Building / Leadership

PROFESSIONAL EXPERIENCE

*Owner / President, 3S Prime Engineering, Inc. 2010
Casablanca, CA*

A structural engineering firm that is different. Service oriented and dedicated to the needs of the client to provide best solution for construction projects by striking a balance between budget/performance/code requirements and yet meeting special needs or desires of the client without sacrificing design integrity and construction safety.

*Supervisor / Project Manager, Ardalan Construction Company
INC, 2007-2010*

Thousand Oaks, CA

Charged with directing construction and remodeling projects for general contractor for public sector clientele including design, site operations, budgets / schedules, and inspections. Supervised company staff and subcontractors to ensure high quality performance and compliance with work scopes. Monitored demolition work in preparation for new construction.

Optimized operations and profits for company by guiding completion of numerous construction projects for municipal and county agencies including interior remodels / tenant improvements, County Kennel overhaul and remodel, and structural and seismic strengthening of existing historic buildings.

Strengthened company's growth and reputation in the region by directing public school district construction projects within fast-track schedules including classroom remodels, extensive exterior landscaping, fire hydrant line installation, and interior finish work. Also guided grading and installation of 4 new gymnasium air-handlers while school was in-session and oversaw demolition work for installation of 16 new HVAC units with associated duct works, electrical, and plumbing hookups.

*Senior Associate, Risha Engineering Group, Inc. 2000-2007
Burbank, CA*

Accountable for guiding structural engineering issues and requirements for new construction and renovation/retrofit projects. Oversaw daily operations including staff assignments and targeted assistance / support where required. Performed site observations to ensure compliance with construction documentation.

Strengthened project operations by offering alternative approaches, utilizing knowledge of structural engineering concepts including use of optimal construction materials.

Promoted on-time and within-budget project completions by maximizing skills and capabilities of construction staff and liaising effectively with owners / clients to minimize miscommunication and problems.

*Project Manager, KPFF Structural Engineers 1993-2000
Santa Monica, CA*

Specialized in design of healthcare facilities for new construction and retrofitting supervision for existing facilities during renovations and upgrades, meeting all building code requirements.

GMEP ENGINEERS INC

HISTORY OF GMEP ENGINEERS

A full service MEP Firm

We specialize in HVAC, Electrical and Plumbing engineering for commercial, multi-family residential and industrial projects. We provide energy analysis (title 24 in California), photometric analysis, programming, master planning, schematic design, BIM modeling, construction documentation and construction administrative phase services. We assist project teams with feasibility studies, sustainable design options and LEED/ commissioning support

A wide range of project expertise

We have designed buildings for new construction and remodeled facilities, including dock, industrial laundry facilities, offices, restaurants, GYMs/Hot Yoga, retails, supermarkets, medical/dental offices, laboratories, education facilities, hotels, resorts, community facilities, gas stations, senior housing, apartments, and multi-family housing, custom homes.

A fast growing firm

We started as a one-man company from scratch in May 2010. After 4 years, we are a consulting firm with over 20 full-time engineers and two branch offices in Lake Forest and Hayward in California respectively. Respecting Clients, Collaborating with project teams and Keeping our commitment compose the soul of our firm, which leads us to grow.

Latest industry software

We currently utilize REVIT MEP and AutoCAD as well as the latest versions of MasterSpec; We utilize RHVAC, Trane Trace, EnergyPro for energy modeling and HVAC load estimation; We use Elite Fire for hydraulic design of fire sprinkler system; We use ANSYS Fluent to simulate air flow and temperature distribution.

Authentic client care

Each member of our team, including engineers, a receptionist, marketing manager/office managers and accounting staffs, is committed to offering the highest level of personal service and technical expertise. Because of our talented and extremely conscientious staff, we conduct detailed project reviews throughout the process to make sure project execution accurately reflect project vision and, therefore, we deliver high quality work. Because of our years' experience working with consultants and we know the way how to work with them find the most economical solution. As our client, you can believe that your best interests will be served.

DR. GANGYI (GARY) ZHOU PHD, PE *Mechanical and Electrical Engineer*

2102 Business Center Dr., STE 130, Irvine, CA 92612
(p) 949.209.7164
(f) 949.253.4691
gzhou@gmpe.com

REGISTRATION & CERTIFICATION

Professional Engineer in Mechanical Engineering, License ID# M34279, California
Professional Engineer in Electrical Engineering, License ID# E18959, California
Professional Engineer in Mechanical/Electrical, License ID# 022069, Nevada
Professional Engineer in Mechanical/Electrical, License ID# 114123, Texas

EDUCATION

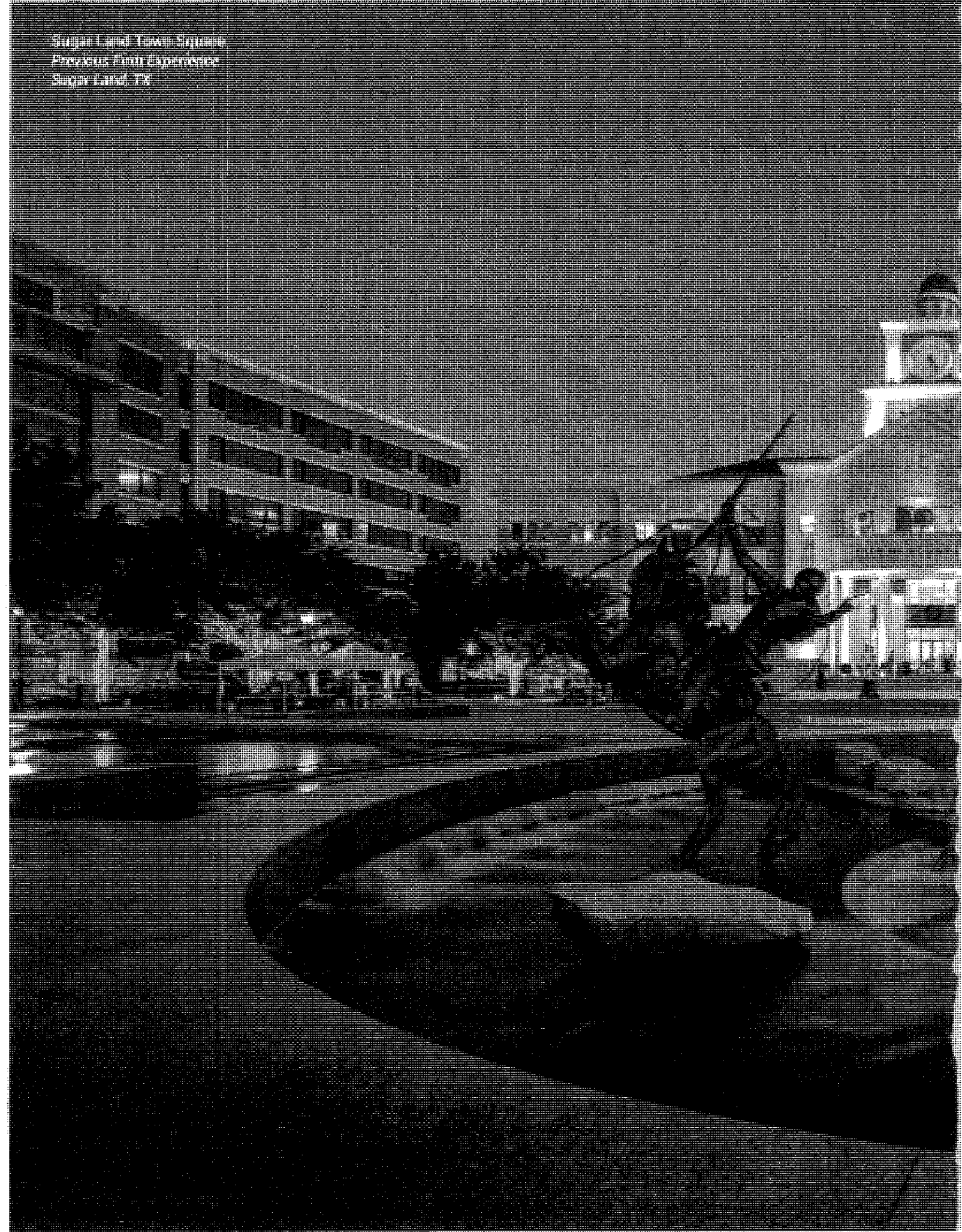
University of Science and Technology of China (USTC)
Hefei, China
BS Engineering Mechanics in applied mechanics 1998
BE Electrical Engineering in signal processing 1999
ME Mechanical Engineering in solid mechanics/acoustic/vibration control 1999
PhD Mechanical Engineering in solid mechanics/acoustic/vibration control 2002
ME Electrical Engineering in signal processing 2004

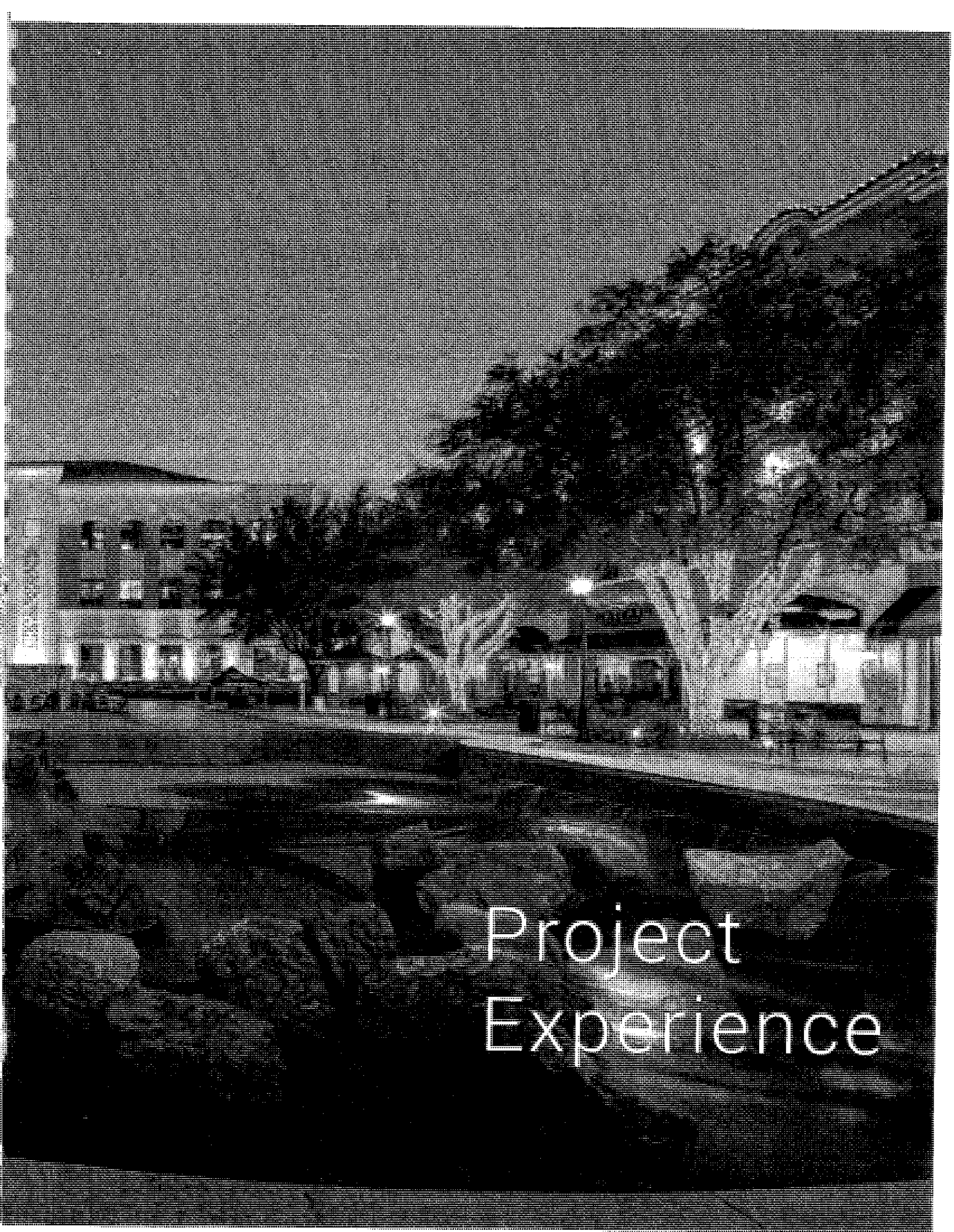
EXPERTISE HIGHLIGHTS

HVAC, Electrical, Plumbing Design; Wet/Dry Fire Sprinkler System Design; PV system design
Vibration control and Acoustic analysis; environmental assessment
Electro-mechanical system design; machining and finite-element analysis
Radar systems and signal processing

GMEP Engineers, Inc

Stephen L. and Susan S. Johnson
Previous Firm Experience
Sugar Land, TX





Project Experience

Mandell Park

Client
Friends of Mandell Park
Stanley (Skip) Almoney, *Treasurer*
(Former President)
(p) 713.524.4285

Completion Year
2014

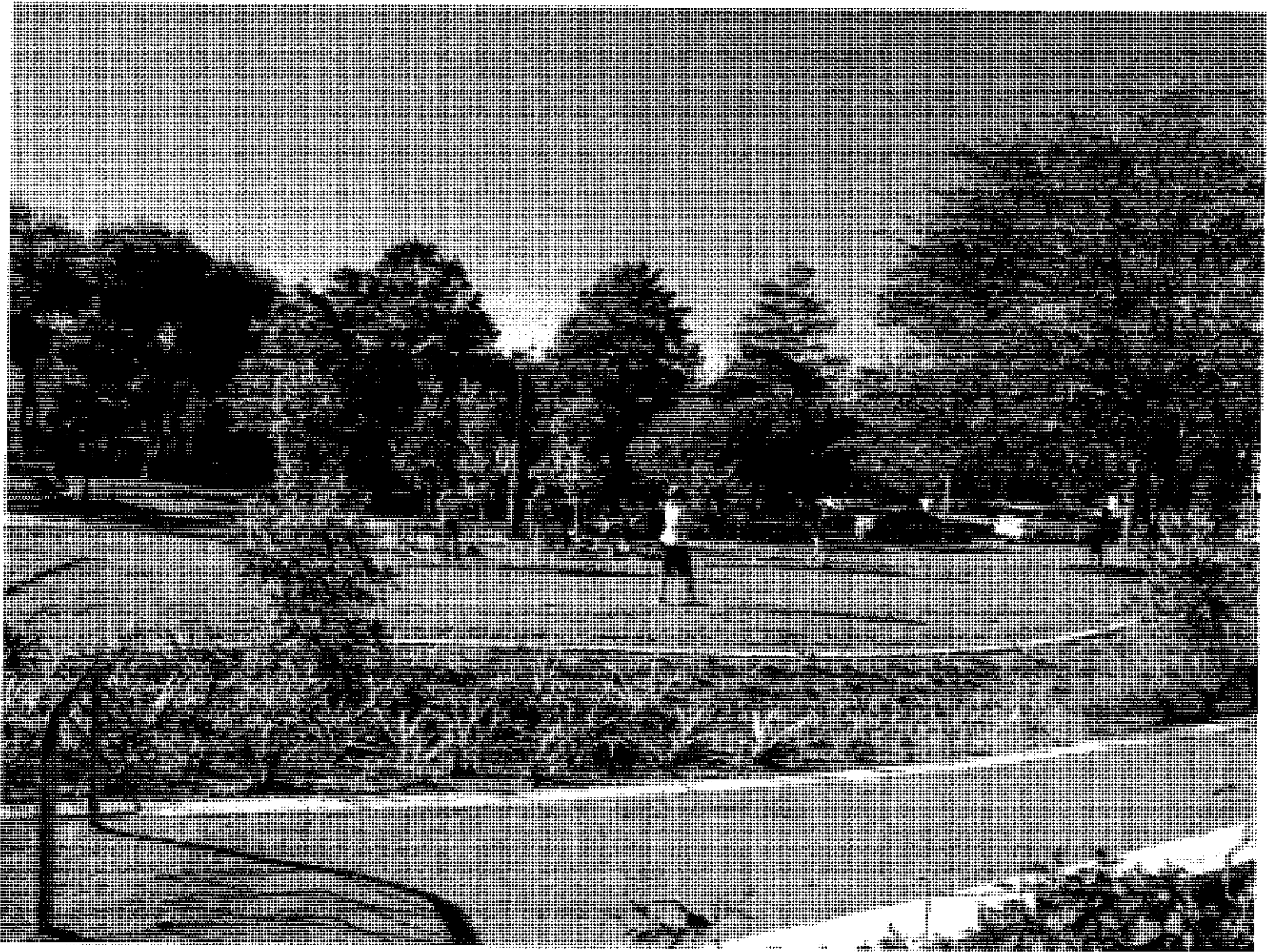
Engineering Fee
MEP & Civil
\$35,525
Structural
\$7,500

Construction Cost
\$1,200,000

Mandell Park, situated in Houston's Montrose District, is an inspiring success story of how a community can come together in support of great public spaces. This beloved community amenity is the result of a 20-plus-year history of neighborhood efforts to transform an abandoned lot, once blighted with weeds and debris, into the beautiful park it is today.

Chosen as the winning team in a park design competition, AR worked with the Friends of Mandell Park and the Houston Parks Board to develop the 1.22-acre master plan. The park underwent a remarkable transformation which included upgrading the existing Meredith Gardens, an Urban Harvest Premier Garden, into an inviting space featuring meandering raised limestone planters for community use. The new park also includes a shipping container that was 'upcycled' into a sustainable tool/potting shed with solar-powered ventilation and a green roof. Pedestrian lighting, educational signage, bioswales, native plantings, compost bins, and site furnishings are some of the other improvements incorporated into the park. With the help of the community, AR created a useful and enjoyable public space that serves a variety of programming needs.

"The plans done by Asakura Robinson were imaginative, took into account our preplanning requirements, and were easily modified to conform to recommendations... Their work at Mandell Park will compete with any similar size renovation anywhere in the United States."



HCC West Houston Institute

Owner
Houston Community College
System

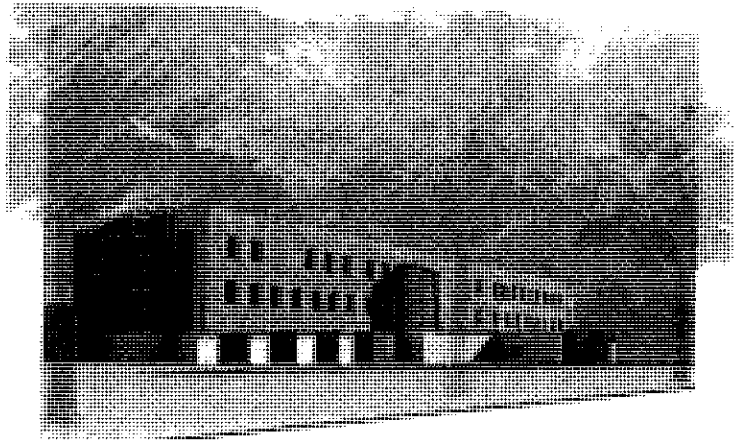
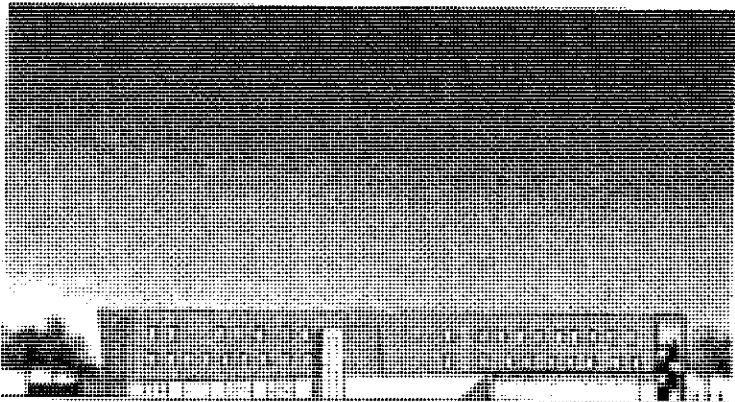
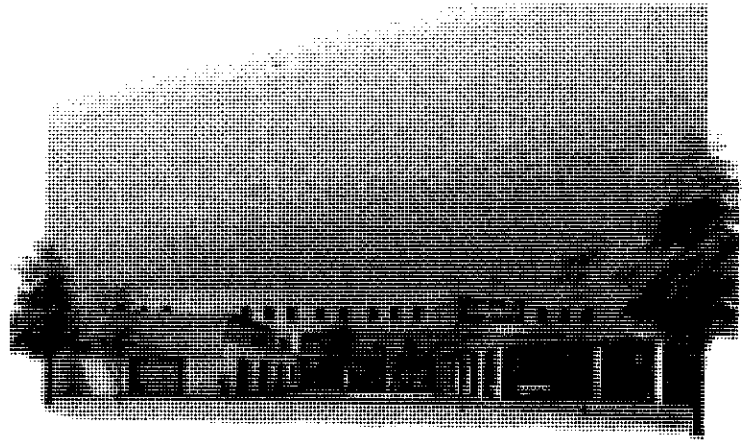
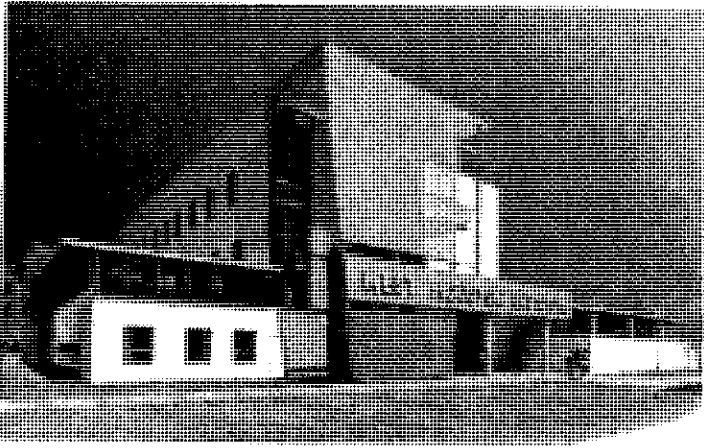
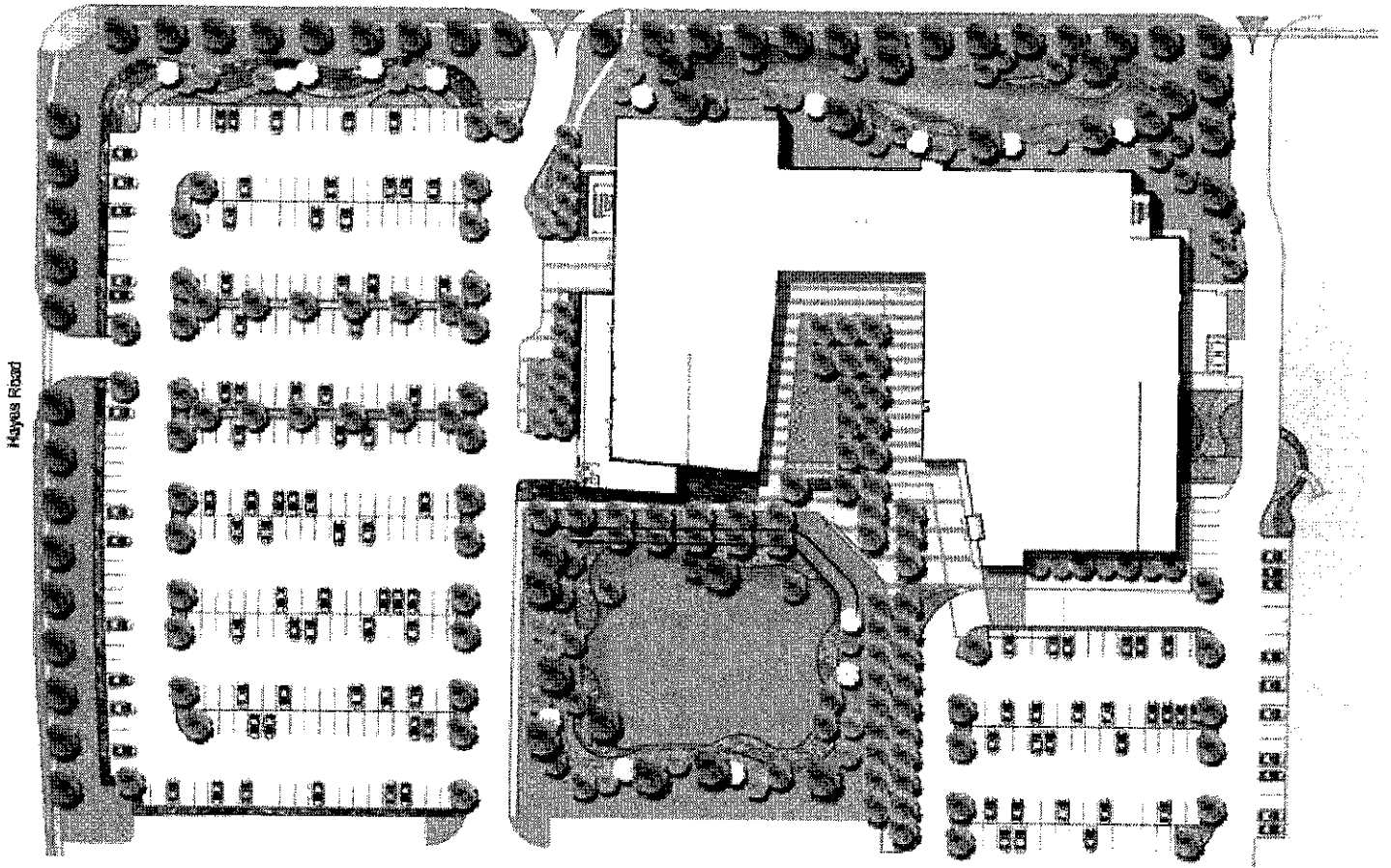
Client
PBK (Architect)
Joshua Newton, AIA, *Project
Manager*
(p) 210.829.0123

Completion Year
Est. 2016

Engineering Fee
N/A

Construction Cost
\$471,000 *Landscape*
\$ 49,300,000 *Budget*

Located in the Westchase District on Westheimer Road, Houston Community College's West Houston Institute will offer classrooms and labs, industrial makerspace, and public conference room facilities when construction is complete in fall of 2016. As the project's landscape architect, Asakura Robinson has conceptualized an attractive space that also meets the institute's functional needs for connectivity, gathering space, and stormwater drainage. As an added amenity, the east side of the campus will also offer a link to a proposed hike and bike trail. Of particular importance in the landscape plan is the pedestrian link to existing facilities. Not only will it provide an unimpeded route for students, staff and visitors to move within the campus but it also serves as a spine for the other landscape areas. Along the corridor, pedestrians will have access to three unique open spaces: the seating areas and paths around the large detention pond, an open space organized around a simple rose garden, as well as a hardscape plaza that fills the courtyard of the building. Each of these spaces is designed to complement the others and provide an outdoor context for gathering, reflection, passive recreation, or potentially outdoor classes. The detention ponds in particular provide a natural opportunity to activate required open space while supporting the need for stormwater drainage. Along Westheimer, a narrow pond will be flanked with canopy trees that will serve to shade the adjacent sidewalk. Within the interior of the campus, a large pond will receive a more nuanced landscape treatment including wetland plantings, shrubs, and bottomland trees to provide a respite for all campus users. As a capstone to the landscape plan, the significant surface parking lot of the new facility will be softened with ample canopy trees, ornamental trees, and planted ground cover.



Federal Reserve Bank

Client
Federal Reserve Bank
D. Everett Fetzer, Jr., *Facilities*
Manager
(p) 713.483.3520

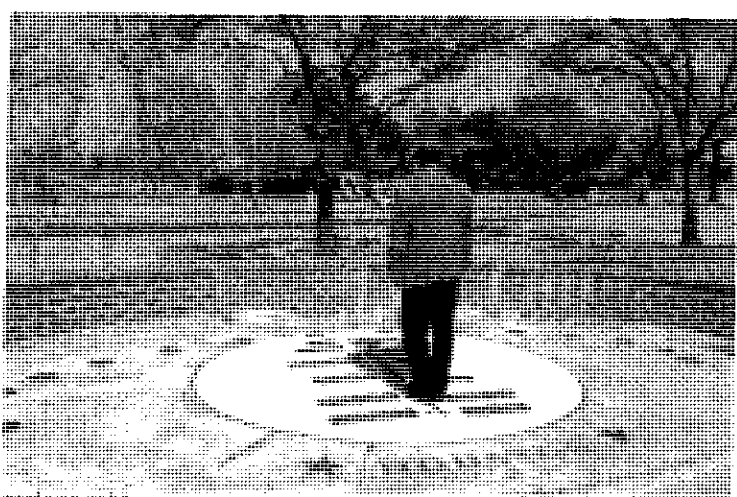
Completion Year
2008 Parking Lot
2011 Rooftop Garden

Engineering Fee
N/A

Construction Cost
\$177,000

Asakura Robinson Company was engaged by the Federal Reserve Bank of Dallas to provide landscape improvements for its Houston Branch to help them achieve LEED EB certification. The project incorporates Low Impact Development (LID) techniques that work with nature to manage stormwater as close to its source as possible. Design includes:

- A reorganized layout of the existing parking lot with the addition of bioswales that drain into a dual-purpose landscape feature designed to help with flooding issues.
- Innovative, sustainable design for a highly visible 3,000 SF outdoor terrace. The terrace is located at the axis of the facility's second level board room, meeting rooms and dining rooms. The design provides intriguing views from the interior, allowing a contemplative space for staff members which will also accommodate over 100 guests at each of the 100 plus events scheduled at the facility annually. Various materials were integrated within existing pavers to provide interesting texture. The green roof system allows staff to grow herbs which are used in the on-site kitchen. Bamboo planters act as vegetative screens and frame vistas for the Buffalo Bayou.
- A meandering stream and walking path leads visitors from the entry to the parking, punctuated with a beautiful twelve-foot, elliptical sundial which orients as a compass, featuring a maritime theme to reflect the history of commerce along Buffalo Bayou which sits just north of the site.



Park at Palm Center

Client
OST/ Alameda Corridors
Redevelopment Authority
Theola Petteway, *Executive Director*
(p) 713.522.5154

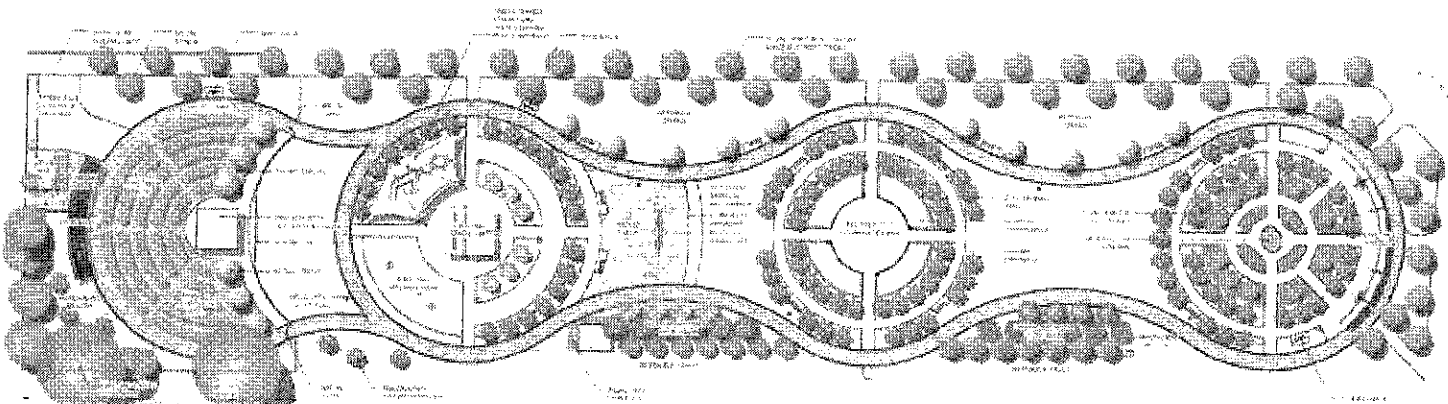
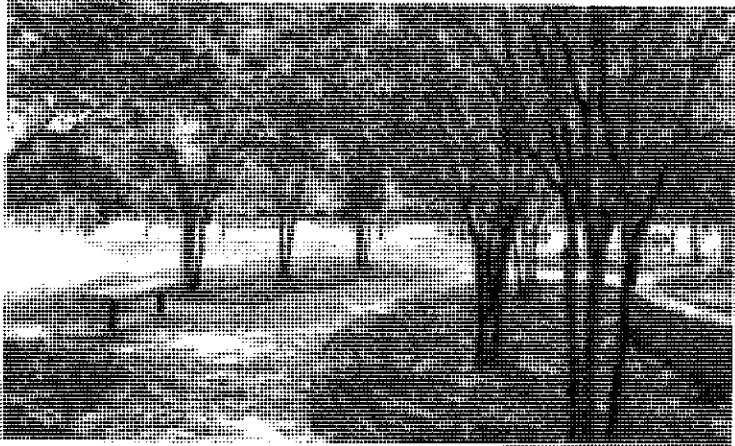
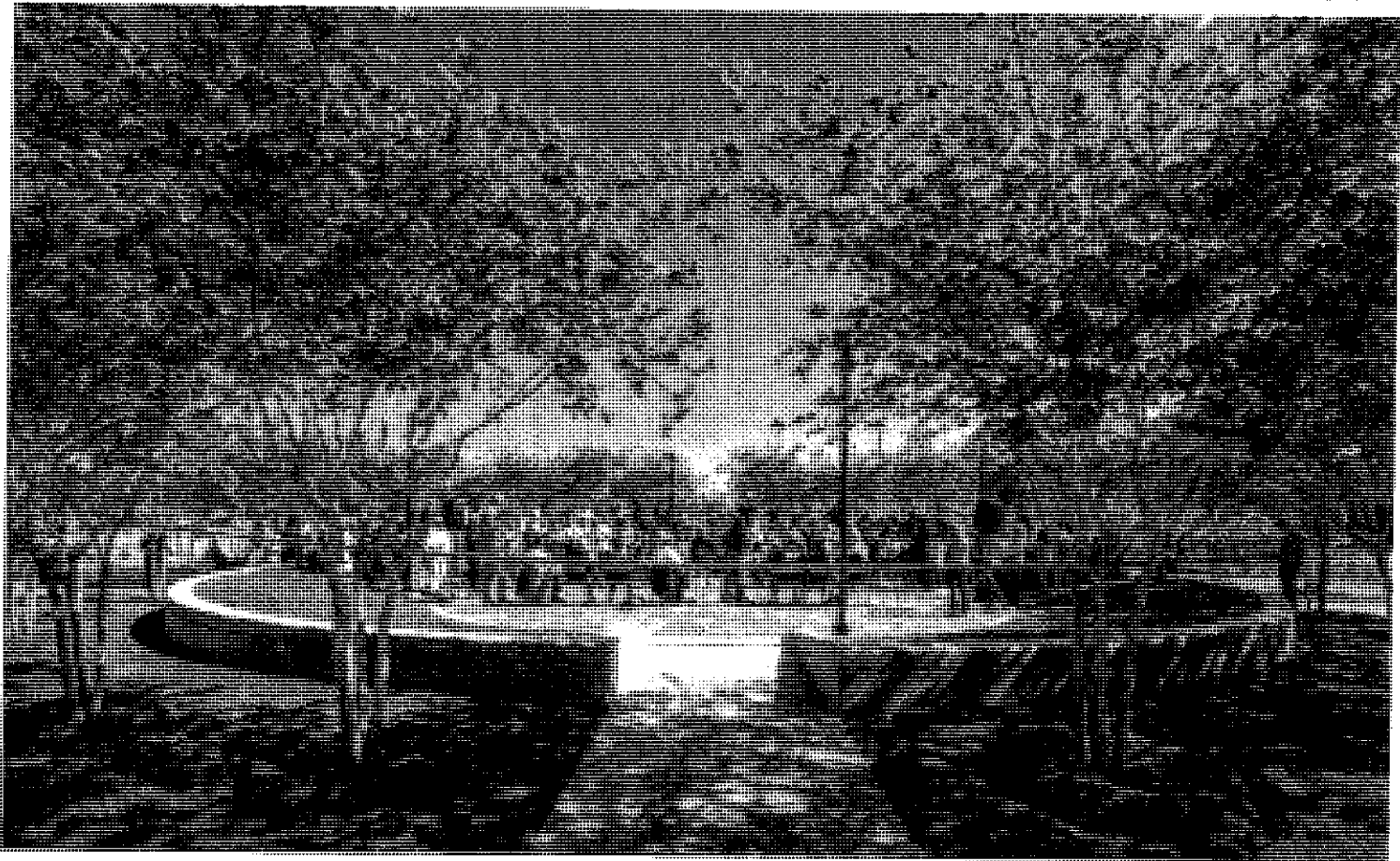
Completion Year
2014

Engineering Fee
Aquatic
\$7,800
MEP
\$4,950
Structural
\$13,800

Construction Cost
\$2,000,000

The Park at Palm Center is located in the heart of Houston's Third Ward, an economically diverse neighborhood that is undergoing a process of gentrification. The Old Spanish Trail/Alameda Corridor Redevelopment Authority partnered with the City of Houston to renovate an abandoned lot into a highly functional urban park.

Adjacent to low-income apartments, the park features a fruit orchard that residents may pass through to access the park. Other community features that encourage interaction include a walking trail around the vicinity of the site, picnic tables, barbecue area, splash park, playground, trellis and public gathering space with pavilion for local events and productions. Phase II of the park improvements includes a community garden, shade structures, additional play equipment, interactive sun-dial, signage and a theater performance area.



asakura robinson company, llc

FAMILY FUN

PERFORMANCE

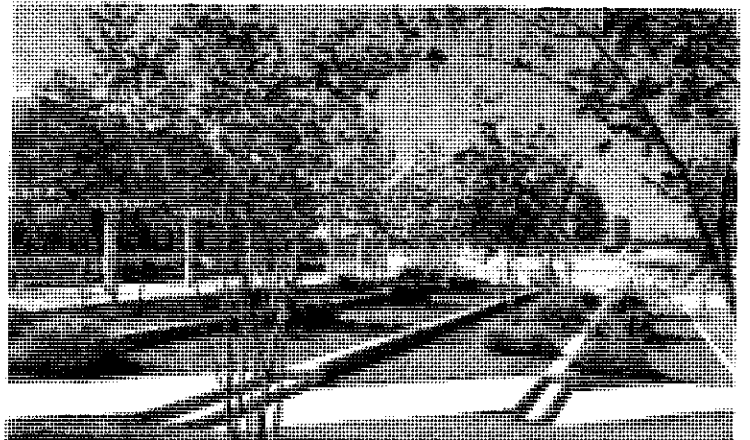
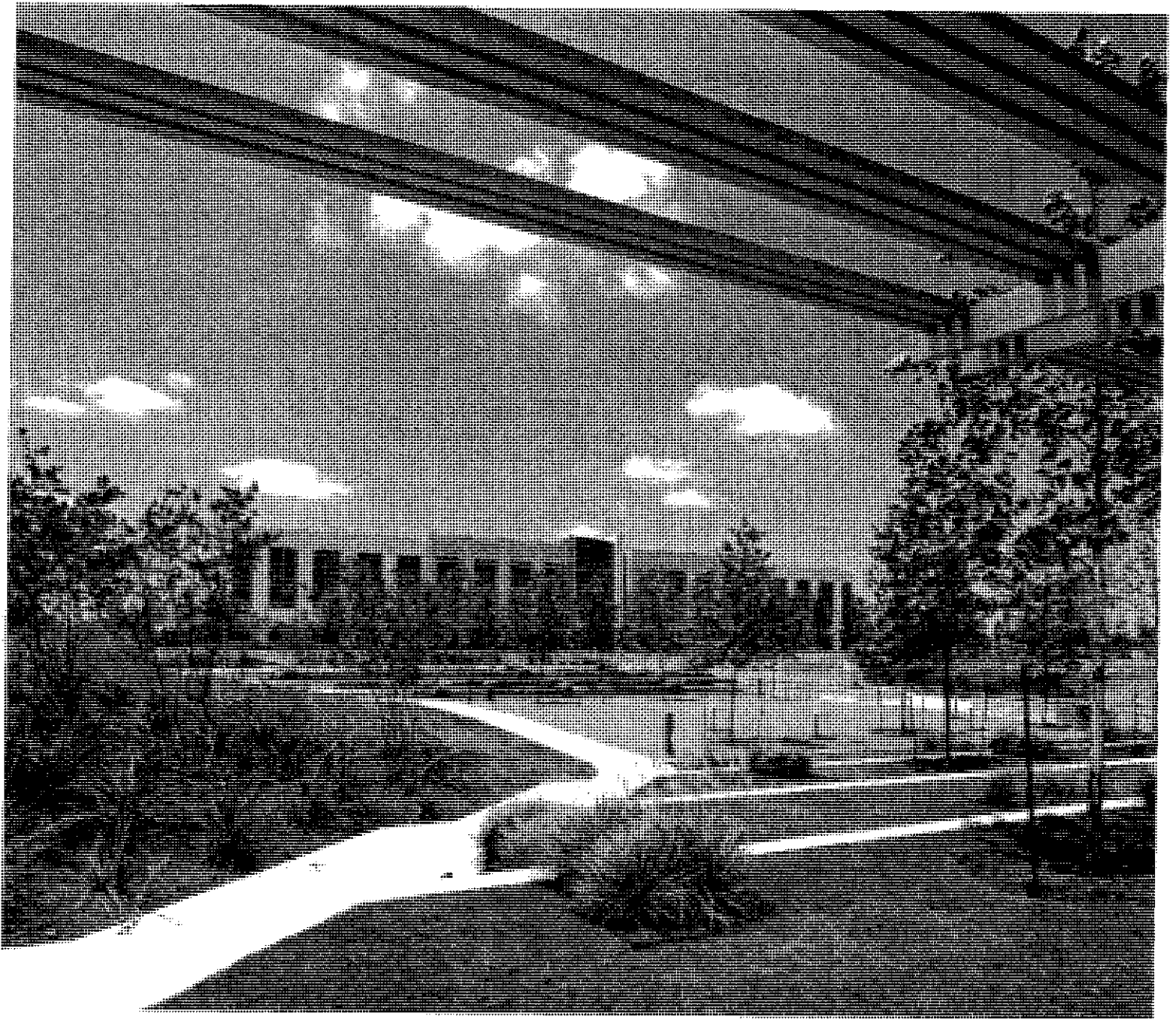
NEIGHBORHOOD GATHERING

Sentry Gateway

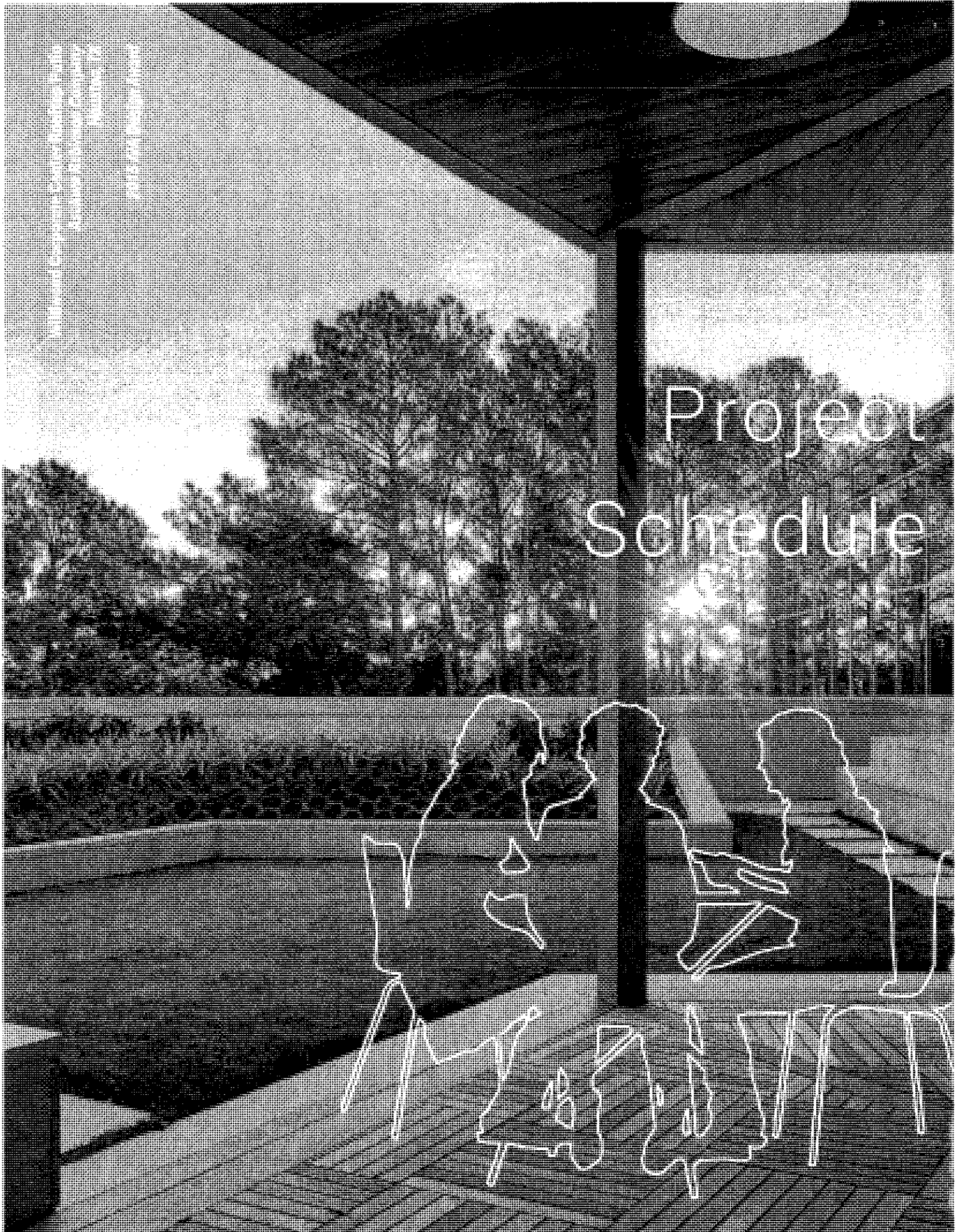
Client	Asakura Robinson Company developed the master plan for the latest COPT business park in San Antonio. The 68-acre LEED Gold Certified park, focuses on pedestrian connectivity, providing safe crossings and a central gathering plaza.
Powers Brown Architecture Name, Title (p) 000.000.0000	
Completion Year	2011
Engineering Fee	N/A
Construction Cost	\$

LEED Gold Certified





Project Schedule



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Schedule
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WEEK 1-2 | CONCEPT DEVELOPMENT

Meet with the city staff and the architect of the meeting room project to better understand the project needs of the city and intent of the designed space. In this meeting, we will bring photographs and ideas to further stimulate the conversation with the city staff and the architect. The outcome and the purpose of the meeting is to summarize the design direction into a couple of options. **Projected man-hours: 15**

WEEK 3-5 | PRELIMINARY DESIGN

Meet with the city staff and the architect to review refined conceptual design options and probable cost of the improvements. We will discuss pros and cons for the options to determine the best design solution for the project. **Projected man-hours: 35**

WEEK 6-7 | CONSTRUCTION DOCUMENTS

Distribute the 90% construction documents including updated probable opinion of cost and the specifications for review and comments by the city staff and make necessary changes per the city staff comments. **Projected man-hours: 100**

WEEK 8-10 | CLIENT REVIEW

Meet with the city staff and the architect to review the 100% construction documents and to discuss the city bidding process and the permitting issues.

WEEK 11 | BIDDING & CONSTRUCTION

BIDDING

Attend bid coordination meeting and prepare exhibits including the bid form and other necessary exhibit material for the bid and the pre-bid meeting. We will provide addenda, answer bidders' questions and provide any other clarifications on the bid documents. **Projected man-hours: 6**

CONSTRUCTION PHASE

We will review all submittals by the contractor and respond to the contractor's RFI's and/or change order request. At the substantial completion of the project, we will provide a walk-through and a punch list. We will publish all construction observation notes and comments to the city staff at each visit to the site during the construction. **Projected man-hours: 20**

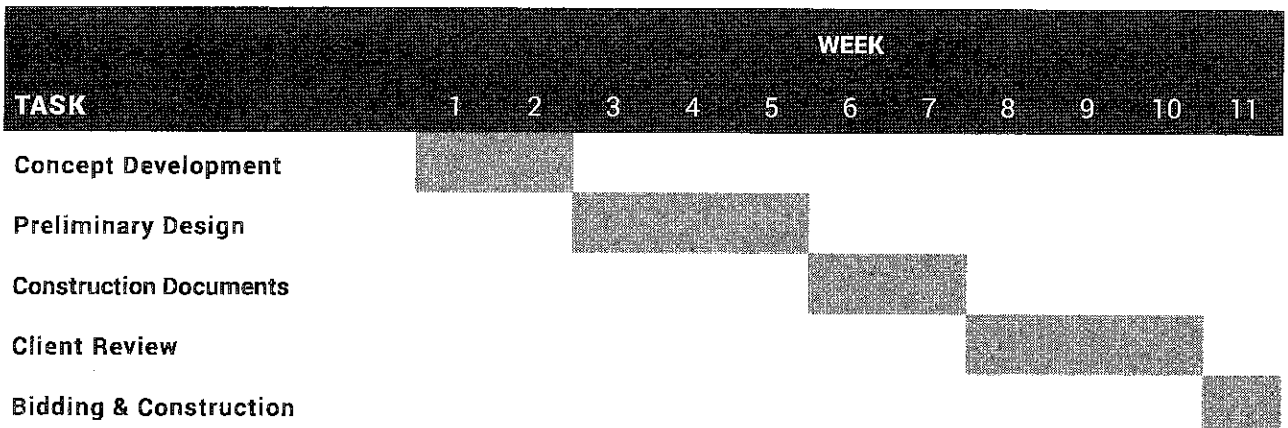
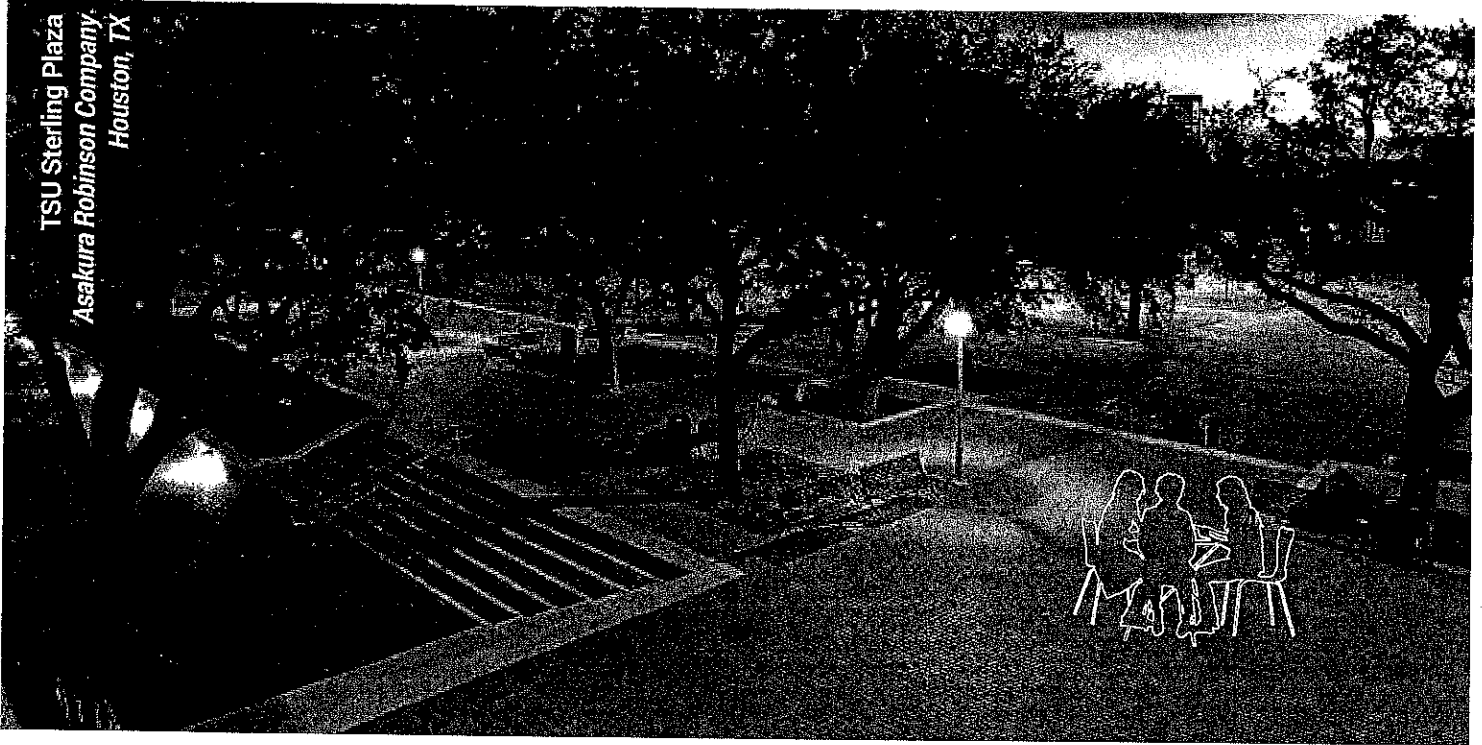


EXHIBIT C
FEE SCHEDULE



Asakura Robinson Company ensures the timely completion of the Open Meeting Space project within budget, to the satisfaction of the City of Costa Mesa. While the team is prepared to provide a detailed budget once selected, an approximate percentage of budget, calculated for each task is estimated as follows:

FEE PROPOSAL

Conceptual Development	\$ 1,200
Preliminary Design	\$ 2,500
Construction Documents	\$ 9,000
Bidding	\$ 500
Construction Observation	\$ 1,500
Total	\$14,700

REIMBURSABLES

Fees and reimbursable costs shall be billed monthly as a percentage of work completed or actual costs for additional services and reimbursables as defined herein.

Reimbursable expenses are expenditures for the project made by ARC and consultants in the interest of the project plus an administrative fee of 10%. Reimbursable expenses include, but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar project – related expenditures. Upon award of the open meeting space project, a not-to-exceed amount for Reimbursable expenses shall be negotiated with the client.

A. EXCLUSIONS TO SCOPE OF SERVICES AND ADDITIONAL SERVICES

1. Client shall provide the following information as required for performance of the work. ARC assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should ARC be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- a) Topography, boundary surveys and Legal descriptions of property.
- b) Existing site engineering and utility base information.
- c) Soils Engineering, Geo-technical and other Consultant services if required.

2. Additional Services include but are not limited to:

- a) Work requested and or authorized by the Client not defined in the 'Scope of Work' or revisions and changes to Client approved drawings and the preparation of alternatives or change orders requested by the Client.
- b) Preparation of as-built drawings or of measured drawings or existing conditions.
- c) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publication, maps, and documents requested by the Client.

Hourly rates for Additional Services:

Keiji Asakura	Principal	\$ 187/hr
Marjaneh Afkhami	Consulting Principal	\$ 150/hr
Brendan Wittstruck	Associate	\$ 69/hr
Staff	3.0 x direct personal expense (DPE)	

EXHIBIT D
PROJECT SCHEDULE

PROJECT SCHEDULE

- | | |
|--|----------|
| 1. Proposal Received by the City | 8/7/15 |
| 2. Award of Professional Services Agreement | 9/15/15 |
| 3. Project Kick-off Meeting | 9/16/15 |
| 4. Conceptual Design for Public Meeting Space | 10/16/15 |
| 5. Submit Complete Plans, Specifications and Detailed Estimate | 11/13/15 |
| 6. Obtain Building Permit (If required) | 1/8/16 |

EXHIBIT F
CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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