

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
GILLIS & PANICHAPAN ARCHITECTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 4th day of January, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and GILLIS & PANICHAPAN ARCHITECTS, INC., a California corporation ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor for Consultant to provide professional design services and construction support services in connection with the Costa Mesa Police Department Range Remodel and Upgrade Project, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

matters of concern;

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant's total compensation shall not exceed Thirty-Two Thousand One Hundred One Dollars and Sixty-Five Cents Dollars (\$ 32,101.65).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

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

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

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

4.1. Term. This Agreement shall commence on the Effective Date and end on January 3, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by

the parties. This Agreement may be extended by one [1] additional one [1] year periods upon mutual written agreement of both parties.

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

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

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

## 5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents,

employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

**6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

Gillis & Panichapan Architects, Inc.  
2900 Bristol Street, Suite G-205  
Costa Mesa, CA 92626  
Tel: (714) 668- 4260  
Attn: Jack Panichapan

IF TO CITY:

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

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Attn: Finance Dept. | Purchasing

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

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions

contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses,



and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

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

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

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

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

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

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

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

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

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

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

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

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

**[Signatures appear on following page.]**


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

**CONSULTANT**

  
\_\_\_\_\_  
Jack Panichapan  
AIA, LEED AP- Principal/CEO


Date: 1/9/2024

**CITY OF COSTA MESA**

  
\_\_\_\_\_  
Carol Molina  
Finance Director

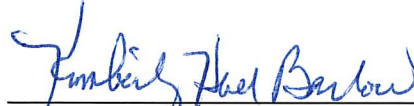
Date: January 11, 2024

**ATTEST:**

  
\_\_\_\_\_  
Brenda Green  
City Clerk



**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: 1/24/24

**APPROVED AS TO INSURANCE:**

  
\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: 1/16/24

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bobby Fouladi  
Project Manager

Date: 1.12.24

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: 1-16-24

**EXHIBIT A**

**CITY'S REQUEST FOR PROPOSAL**



# CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

June 3, 2019

**SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL SERVICES TO DESIGN AND PRODUCE CONSTRUCTION PLANS AND SPECIFICATIONS AND CONSTRUCTION SUPPORT FOR COSTA MESA POLICE DEPARTMENT SHOOTING RANGE UPGRADE PROJECT**

Dear Consultant:

The City of Costa Mesa is requesting a proposal to provide professional design services to produce plans, specifications, estimate, and construction documents for improvements and upgrade to the existing shooting range for the Costa Mesa Police Department. The schedule is as follows:

<u>SCHEDULE</u>		<u>DATE</u>
1. Proposal Received by the City	5:00 p.m.	06/21/19
2. Inquiries Deadline	5:00 p.m.	06/14/19
3. City Council Award (Professional Services Agreement)		08/06/19
4. Kick off meeting		08/15/19
5. End of contract		08/15/20

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. The consultant shall provide at the minimum all services as requested in the RFP and stated in the submitted proposal.

## CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is Azita Fakoorbayat. All inquiries shall be submitted in writing and via email to [Azita.Fakoorbayat@Costamesa.ca.gov](mailto:Azita.Fakoorbayat@Costamesa.ca.gov) by 5:00 p.m., on June 14, 2019. Inquiries submitted other than via email will not receive a response.

## PROPOSAL SUBMITTAL REQUIREMENTS

Please deliver three (3) copies of the proposal and two (2) copies of the fee proposal to the City of Costa Mesa, Public Services Department/Engineering, 4th Floor, City Hall, 77 Fair Drive, Costa Mesa, CA 92628, to the attention of Azita Fakoorbayat, Principal Civil Engineer, on or before **5:00 p.m., June 21, 2019**. Proposals not received by the indicated time and date will not be accepted. No faxed copies or postmarks will be accepted in lieu of actual delivery.

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

Sincerely,

Azita Fakoorbayat, P.E.  
Principal Engineer

**REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL SERVICES TO DESIGN AND PRODUCE CONSTRUCTION PLANS AND SPECIFICATIONS AND CONSTRUCTION SUPPORT FOR COSTA MESA POLICE DEPARTMENT SHOOTING RANGE UPGRADE PROJECT**

**1. INTRODUCTION**

The City of Costa Mesa, California (City) is soliciting Request for Proposals (RFP) for professional design services to design and produce construction documents for upgrading the Costa Mesa Police Department's Indoor shooting range facility and its outdated existing technology and systems. Services will also include the preparation of complete bid package documents to seek construction bids, support services throughout the bidding process, and during construction.

The City of Costa Mesa Police Department facility was built in 1967, in conjunction with the City Hall and other buildings at the City's Civic Center. In the late 1990's, the increasing functional demands and outdated and inefficient equipment, furnishings and operating systems required the building to go under renovation and upgrade including seismic and code violations retrofit, and additional support spaces for overcrowded staff working areas. The original 45,000 SF Police Facility was renovated in its entirety, with addition of 11,500 SF of expansion to provide an Emergency Operations Center and space for growth. At that time only minor life safety upgrades were implemented at the existing 4,400 SF of Jail and the Pistol Range in the basement. The technology and existing operating system for shooting practices in the Pistol Range is outdated and unsafe for training and is in need of repair and renovation.

On December 6, 2005, a contract was awarded to install ballistic tile safety walls on the face of the interior walls of the shooting range to reduce the noise level in the range for officers practicing and people observing in the booth area.

The selected firm leading the required upgrade shall work closely with the Police Department and City project staff in preparing the conceptual drawings of the proposed improvements in accordance with the provided scope included in this Request for Proposals and using current industry best practices and standards.

**2. CONTENT OF PROPOSAL**

To maintain uniformity, your proposal must be limited to a maximum of 25 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 indicated as line items with appropriate fee associated to the item provided in the fee schedule and separately. Each fee line item should be labeled to the associated task item as provided in the RFP at the minimum with any additional fee items labeled as additional items if the proposer thinks it is required to complete 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 and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm and

to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

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, 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 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. Two copies of fee schedules shall be submitted to the City. The fee schedules shall depict individual project tasks, and the basic hourly rates for specific personnel to be used on the project. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration. A pre-award audit may be required to confirm and establish a final fee schedule.
- D. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees. It is required that the fee includes all meetings, reproduction, materials, mailings, and associated project expenses.

### **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**

The consultant shall provide professional services for the City's proposed Police Department Shooting Range Upgrade Project. The consultant and his/her consultants is/are responsible for examination of the project site and appurtenances to establish existing conditions. Consultant shall provide, without limitation, the necessary design, drawings, calculations, specifications, and documents necessary to obtain approvals of all agencies having jurisdiction over the project and for the bidding and construction of the improvements and facilities.

The consultant is to prepare application forms and personally (not by mail) process all required documentation through the agencies having jurisdiction, including without limitation, the various City Departments, all applicable utility companies, and County and Agencies having jurisdictions over the project including the Fire District, Planning, Building, and Public Works/Engineering Divisions. The consultant shall attend meetings and prepare calculations and documents necessary to obtain all required written approvals. The consultant will make all required corrections in order to obtain approvals. However, consultant will inform the City of all requested agency corrections and negotiate alternatives with governing agencies if the City directs the consultant to do so.

The consultant services will include, without limitation, all services performed by the consultant, consultant's employees, and the consultant's sub-consultants and consultants. They include, without limitation, all responsibilities outlined in this Request for Proposals and typically required for design and construction of a project of this nature. The consultant shall retain the services of all necessary consultants including, without limitation, mechanical, electrical, plumbing, structural, civil, and security. The City reserves the right to accept or reject consultants proposed by the consultant. Consultant will coordinate and include, without limitation in his/her scope of work, all related points of connection, power supply, grading, drainage, and adjacencies.

The consultant will prepare plans and specifications for all on and off necessary site work, including but not limited to grading, drainage, erosion control, NPDES requirements, utilities, utility relocation, utility and system extensions to serve the project, structural improvements, electrical, mechanical, security, walkways, and lighting.

The design of the facility shall meet the requirements of all of the applicable jurisdictions, codes, and regulations including but not limited to those related to Americans with Disabilities Act and Title 24 of the California State Building Code.

The consultant shall be responsible for providing a detailed schedule for completion of

each phase, which shall be updated monthly.

The selected firm should understand that a number of presentations, at various stages of the project, may be required. All meeting attendance and participation related costs, including preparation of exhibits and presentation materials, shall be incorporated into the proposal.

The Scope of the project is broken down into the following phases:

**Task A: Phase 1: Design Development Phase**

1. Prepare a preliminary project schedule that illustrates key milestone dates for design, owner review, and construction.
2. Meet with City staff to finalize the design and it's components to be included in the shooting range.
3. Prepare and refine schematic designs, based upon the discussions with City, for the shooting range construction.
4. Prepare a refined preliminary cost estimate for all anticipated materials and labor for construction of the project.
5. Provide documentation to City to facilitate the approval of the project by the Police Department and the City Council and/or City Manager.

**Task B: Phase 1: Design Scope Phase**

The shooting range scope of design improvements are consisted of but not limited to assessing and redesigning the sub-standard and outdated existing technology and systems of multiple sections of the shooting range including the following;

1. Range Design
  - 1.1 Design changes to upgrade existing baffling to standard
  - 1.2 Lighting fixture upgrade
  - 1.3 Design changes for replacement of the existing Target System to standard
  - 1.4 Design replacement of the Public Announcement System
  - 1.5 Proposed modifications to the existing ventilation system to upgrade per OSEA standard to reduce air contaminants to bring the system to current code
  - 1.6 Evaluate and assess adequacy of current fire suppression system
  - 1.7 Provide for adequate sound insulation/proofing
  - 1.8 Provide impact resistant walls (East and West)
  - 1.9 Flooring replacement to hard rubberized surface including provide access to the existing sewage
  - 1.10 Replace the entry door to provide maximum ventilation
2. Range Office
  - 2.1 Design to replace the existing computer work stations including adding stations
  - 2.2 Design replacement of office window to provide sound proof window

- 2.3 Flooring replacement
- 2.4 Design replacement of the Target Control System to upgrade to new technology
- 2.5 Design replacement of Lighting Control System to upgrade to new technology
- 2.6 HVAC system to be separated from the range
- 2.7 Design addition of Industrial shelving with secure storage for Ammo and targetry
- 2.8 Design entry door replacement with ID card key system

### 3. Range Staging Area

- 3.1 Design rearranging of range staging area to provide for safe clearing barrel area
- 3.2 Design to provide industrial storage cubbles
- 3.3 Design to drop ceiling and lighting
- 3.4 Design to Provide industrial countertop
- 3.5 Flooring replacement
- 3.6 Design entry door replacement with ID card key system
- 3.7 Evaluate and access site ADA compliance

### 4. Armorer Workshop

- 4.1 Design to provide industrial workbench with lighting
- 4.2 Design to provide sink
- 4.3 Design to provide solvent tank
- 4.4 Design to Provide industrial cabinetry
- 4.5 Flooring replacement
- 4.6 Design to Provide secure weapon racks

### 5. Range Storage

- 5.1 Evaluate and propose to fix the leaking pipes in the existing air-conditioning system
- 5.2 Floor replacement
- 5.3 Design to provide lighting fixtures upgrade
- 5.4 Design and rearrange the weapon racks layout for the best possible use of space
- 5.5 Design and provide industrial shelving
- 5.6 Design to install dehumidifier

### 6. Weapon Cleaning Area

- 6.1 Design to provide industrial cabinetry
- 6.2 Design to provide industrial countertop
- 6.3 Flooring replacement
- 6.4 Design to provide safe clearing Barrel layout

### Task C: Phase 2: Construction Documents Phase

- 1 Prepare a final cost estimate for construction, including all materials and labor. The construction of the Costa Mesa Police Department Shooting Range will require the payment of Prevailing Wages. This should be factored into the final cost estimate.
- 2 Provide architectural and engineering services to prepare final construction documents, signed and stamped by an appropriate engineer/architect (as

applicable) registered in the State of California.

- 3 Prepare working drawings which include, but are not limited to, site and utility plans, demolition plans, elevation plans, plans for walls, structures, berms, and other architectural features of the entire project in an appropriate format for bid purposes. Final working drawings and plan bid documents shall be prepared in reproducible "hard copy" and in electronic format.
- 4 Prepare a complete specifications document detailing the requirements for construction of the entire project in an appropriate format for bid purposes. Final specifications bid documents shall be prepared in reproducible "hard copy" and in electronic format.
- 5 Prepare any necessary revisions to construction documents to satisfy all requirements needed to obtain all permits.
- 6 Prepare all application forms and submittal of the required documents to various agencies for plan check. The consultant must incorporate all revisions resulting from the plan check activities and clarifications, notes, and details requested by the City project team, Project Coordinator, and other applicable agencies.
- 7 The consultant shall participate in a pre-bid meeting. The consultant shall answer all bidding questions except those that the City must answer and shall prepare all addenda to the bid documents.
- 8 The City shall provide funding for all governmental fees associated with the application for all permits.

**Task D- Phase 3: Construction Support Services**

- 1 Advise and consult with the City and review and approve samples, shop drawings, submittals, substitution requests, and pay requests. Promptly respond to all Requests For Information (RFI's) and issue field clarifications.
- 2 Assist in analyzing all Change Order Requests (CORs) using the latest costs, computer cost programs and technical books on costs and provide analysis to City.
- 3 Promptly correct errors, omissions, and discrepancies as necessary.
- 4 Attend and conduct job meetings as required and prepare and distribute job meeting notes and minutes.
- 5 Complete an inspection after completion of the construction to identify any corrective work to be completed by the construction contractor.
- 6 Provide a set of reproducible and electronic "record drawings" based upon the "as-built condition of the finished project. Both hard copies and electronic format of all record drawings" shall be submitted to the City by the consultant and its consultants in a format consistent with that used by the City, currently AutoCAD Version used by the City, prior to any final certificate of payment.

- 7 Prepare interim and final "punch" lists of construction related items and ensure final completion of list prior to approval of final payment.

**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**



July 02, 2019

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**Professional Services to Design & Produce  
Costruction Plans & Specifications &  
Construction Support for Costa Mesa Police  
Department Shooting Range Upgrade Project**

**City of Costa Mesa**

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Gillis + Panichapan Architects, Inc.

**Jack Panichapan, AIA, LEED AP  
Principal/CEO**

**Gillis + Panichapan Architects, Inc.  
2900 Bristol Street, Suite G-205  
Costa Mesa, 92626**

**jack@gparchitects.org  
Tel: 714.668.4260  
Fax: 714.668.4265**

July 02, 2019

Azita Fakoorbayat  
City of Costa Mesa  
Public Services Department/Engineering  
4th Floor, City Hall  
77 Fair Drive,  
Costa Mesa, CA 92626

Re: Professional Services to Design and Produce Construction Plans and Specifications and Construction Support for Costa Mesa Police Department Shooting Range Upgrade Project

Azita Fakoorbayat,

We are pleased to forward to you our proposal for the Costa Mesa Police Department Shooting Range Upgrade Project:

- Our experience involves many years of collaboration with Police, and Municipal agencies on a broad range of firing range and police training facilities that vary in complexity, scope, and size.
- We specialize in the providing services for new ground-up and rehabilitation of facilities from conceptual design through to project move-in.
- We are flexible and open to design innovation, reflecting the CMPD specific and custom needs for their facility and how it can be run as a sustainable and profitable business.
- We believe sustainability and life cycle cost efficiencies as a cornerstone of our work. Our goals are to develop the optimum balance of comfort, ease of maintenance, and cost efficiency for the proposed firing range facility.
- Our skills and the experience encompass working with helping CMPD to visualize their future facility step by step as the design develops. We generate 3-d conceptual renderings, and clear graphics that communicate a project's intention at the earliest stages needed Environmental Assessment stage and beyond.

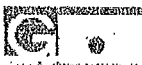
Our experience, flexibility, and range of skills will be ideal to suit the MBMI's needs. Gillis + Panichapan Architects Inc. (GPA) is a full-service Architectural and Interior Design firm with over twenty-five years of experience serving Public, Military, and Police Agencies throughout California. Our successful experience with these Agencies leaves us with a great depth of intimate knowledge that we can bring forward specifically to the City of Costa Mesa.

We are pleased to submit our qualifications, and hope to have the opportunity to further demonstrate our enthusiasm, and express our experience in more detail.

Respectfully,



Jack Panichapan, AIA, LEED AP  
Principal/CEO  
Gillis + Panichapan Architects, Inc.  
jack@gparchitects.org  
714.668.4260

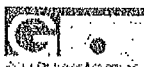




# Table of Contents

Statement of Qualifications: Morongo Band of Mission Indians Live Fire Shooting Range

Executive Summary Letter.....	A
Table of Contents.....	01
Firm Qualifications.....	02
Project Team.....	04
Technical Approach + Methodology.....	07
Schedule.....	13
Record of Past Performance.....	14
References.....	21
Key Personnel + Staff.....	22
Fee Schedule.....	See Separate Envelope



## Gillis + Panichapan Architects (GPa)

Our company was founded in 1989 by Donald Gillis as Gillis and Associates Architects, Inc. In 2008, our name changed to Gillis + Panichapan Architects, Inc.

We are a full-service Architecture, Planning, and Interior Design Firm centrally based in Costa Mesa, California; our company employs five full time employees. We provide full services, from architectural design, interior design, space planning all the way through construction administration and move management services. We have decades of experience in design and planning for Civic, Municipal, and Water District Facilities.

For nearly 30 years, our firm has distinguished itself by providing excellence in architecture, space programming, master planning, and interior design services. With extensive experience in public architecture, our work includes the design of hundreds of public works facilities ranging from municipal offices, community centers, schools, maintenance facilities, fire and police facilities, educational facilities, and more.

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### GPa's Philosophy

We have completed a large breadth and variety of projects for Public Agencies all over California, with each one being uniquely different based on the respective needs and regional aspirations. Even though building and project types may be similar, each project is distinctly unique to our Clients. We believe the foundation for the project starts with the goals and visions of our Client.

We guide our clients into making small decisions at a "step by step" basis with a number simple strategic questions that can move a project forward rather than overwhelm. Our strategy of collaboration can provide an overall sense of ownership and pride for our clients in the direction and outcome of a project. The client's involvement at every step of the process allows an open door to communication and flexibility while the direction and goals of the overall project are kept under control.

With strategically placed interactive workshops with our clients, we are able to achieve a better understanding of the client's conditions and needs. We also make sure to consider the anticipated personnel growth of the organization as it plays a vital role when it comes to the overall project.

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### Our Unique Position

The vast majority of our company's clients are public agencies, approximately 99%. Most of our clients are repeat clients and referrals. Also, being involved with public agencies for nearly 30 years we understand that often-times decisions are driven by more than just functional and budget needs and there are a multitude of complex decision-making factors.

A key distinguishing factor of our firm is Jack's (Principal and CEO) involvement throughout the duration of the entire project. He is there in the initial stages conducting interviews and is there at the end when the project is complete and the client is back to normal operation. His hands-on approach and constant interaction with the client can offer the reassurance that the final product will be the best solution for their organization to function effectively and best serve their staff and customers moving forward. In the end we know that a successful space and master plan reflects our success as a firm, but more importantly in its ability to play a defining role in the occupants' well-being for many years to come.

Our company also understands and takes into consideration the constant technological advances and social evolution in work collaboration and space planning. As a result, we stay on top of these changes and incorporate them as deemed necessary all the while taking into consideration the client's specific needs and budget.

Managing Project Design Services

During the process of documentation, organized workshops will be provided to share our findings and the project's development coordinating with the CMPD team. The project progress will be presented for input and guidance for iterative refinements. These workshops would involve meetings with the team to discuss design ideas, deficiencies and operational needs, and it will be a chance to showcase progress and gauge reaction. We are skilled with design communications, our drawings and renderings are used optimally and effectively to communicate ideas and bring MBMI's vision to life be it conceptual, entitlement, or construction stages.

It is our job as the experts in the field to present the CMPD with the documented requests placing importance on that request that would ultimately drive the space planning process into the forefront. We offer suggestions and options to these issues/concerns of how we can address each request we have documented. Being that a majority of our clientele is a public agency, we understand the importance of the organization serving both its employees and customers along with always having a budget and staying within its limits.

Environmental Sensitivity

Gillis + Panichapan Architects, Inc. believe sustainability is a major cornerstone of our practice and work. Whether or not a building applies for an official certification program like LEED, we commit to sustainable practices in every one of the projects we work on. Considering cost and schedule, we maximize our projects to contain the greatest amount of sustainable features within the design. We believe this is an optimal approach for cost savings, long term maintenance, and minimizing impact on the site and the environment overall.

We understand the sensitivity of nature and the given ruggedness and beauty of the environment around the site, and that it would be located in a rural undeveloped land in the midst of nature. We will work with MBMI's Environmental Assessment Consultant to review site impacts to determine the optimal location and placement of the Firing Range Facility.

All of the architects at GPA are LEED accredited and well qualified to guide your project towards sustainable design solutions or LEED certification. We achieved LEED Gold Certification for the headquarters for Mojave Water Agency in a similar land development. We are currently working on a number of LEED certified projects under construction and in development including the WRD GRIP Advance Water Treatment Facility and Visitors Center, and the City of Long Beach LB-MUST Treatment Facility and Visitors Center.

Licensed Professionals

Certifications

**Jack Panichapan- Principal/CEO**

- Professional Architect, CA, 29344
- Professional Architect, IL, 001-018109
- LEED Accredited Professional

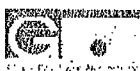
**Vic Nguyen- Design Director/Project Manager**

- Professional Architect, CA, C-30250
- LEED Accredited Professional

**Kent Klueter- Project Architect**

- Professional Architect, CA, 25189
- LEED Accredited Professional

- **Disadvantaged Business Enterprise**  
(DBE), California Unified Certification Program
- **Small Business Enterprise**  
(SBE), Los Angeles County Metropolitan Transportation Authority
- **Minority Business Entity**  
(MBE), The Supplier Clearinghouse





**point of contact**  
**ARCHITECT**  
Gillis + Panichapan Architects, Inc.  
Jack Panichapan, AIA, LEED® AP  
Principal in Charge/Project Director

**ARCHITECT**  
Gillis + Panichapan Architects, Inc.  
Kent Klueber, AIA, LEED® AP  
Project Architect

**ARCHITECT**  
Gillis + Panichapan Architects, Inc.  
Vic Nguyen, AIA, LEED® AP  
Project Architect

**ELECTRICAL/MECHANICAL ENGINEER**  
Gannett Fleming, Inc.  
Hiten Sheth, P.E.

**STRUCTURE ENGINEER**  
Dale Christian Structural Engineers  
Richard Suzuki





**Jack Panichapan, CEO/Principal – Principal In Charge and Project Manager**  
Gillis and Panichapan Architects, Inc.

Jack Panichapan will be the project manager and the main point of contact and coordinator throughout the entire project for the City. He will coordinate and track of all processes with the client and sub-consultants.

- Jack Panichapan, 17 years with GPA, 25 years of experience
- Bachelor and Master In Architecture, Iowa State University
- Professional Architect, CA #29344, LEED Accredited Professional
- Professional Architect, IL 001-018109



**Kent Kluefer, Project Architect – Lead Architect and Project Manager**  
Gillis and Panichapan Architects, Inc.

As project architect, Kent will develop working drawings, coordinating with engineering consultants, producing of construction documents, bidding process, construction administration, as well as coordinating with building department.

- Kent Kluefer, 21 years with GPA, 28 years of experience
- Bachelor In Architecture, California Polytechnic State University, San Luis Obispo
- Professional Architect, CA #25189, LEED Accredited Professional



**Vic Nguyen, Project Architect – Design Director**  
Gillis and Panichapan Architects, Inc.

Mr. Nguyen is responsible for design presentation and quality control. With graphic, 3-D modeling and BIM expertise, he can assure quality project team coordination in every step of the design process. Moreover, he is in charge of project approvals at all stages from planning to building entitlement.

- Vic Nguyen, 9 years with GPA, 19 years of experience
- Bachelor In Architecture, University of Arizona
- Professional Architect, CA #30250, LEED Accredited Professional



**Richard Suzuki, PE., S.E. Structural Engineer: Dale Christian Structural Engineer (DCSE)**

Structural Engineering Certification, CA, S4971  
Registered Professional Engineer, CA, CE-49775  
Years of Experience: 22

DCSE Structural Engineers are Involve with us on the project from the conceptual design all the way though construction by performing site visits during construction as well as the review of various structural submittals. DCSE's team experienced in all phases of structural engineering and design analysis for different types of structures including mixed-use multi story facility, retail buildings, tilt-up industrial buildings, restaurants, police and fire stations, steel office building and subterranean parking structures.

Relevant Recent Projects with GPa:

- Mojave Water Agency – New Agency Headquarters Facility (LEED Gold) and Central Operation Facility
- City of Fairfield – Police Training Facility
- Camp Pendleton – Firing Range
- City of San Gabriel – Municipal Yard Facility
- City of Westminster – Maintenance Corporate Yard and Police Department Training Facility
- City of Fullerton – Public Facility Yard and CNG Station



**Hiten Sheth PE., LEED AP, Mechanical, Electrical, and Plumbing Engineer: Gannett Fleming, Inc.**

Professional Engineer, CA, M35789  
Years of Experience: 12

GF specializes on electrical and mechanical, as well as managing the whole picture of the project. They design and consult on HVAC, electrical and plumbing system design. Their duties include the specification and optimization of cost effective HVAC, electrical and plumbing solutions. GF is also responsible for the calculation and verification of energy compliance with the State Energy Code. GF has designed MEP, AV and Security for indoor dynamic ranges. Electrical included lighting design with various lighting zones and controls to manage necessary foot candle for stagnant and moving targets. GF also provided various level of lighting based on type of exercise being planned. Mechanical design included large ventilation system which provided supply air behind the shooter and extracted air at the end of range to create a positive air flow that carried any lead particles to exhaust fan with special filtration system to collect lead. Mechanical controls were integrated with door controls to maintain pressurization and air flow direction. Air conditioning and heating was integrated into supply air.

Relevant Recent Projects with GPa:

- City of Buena Park – Ehlers Community Center
- City of Fairfield – Police Training Facility
- NAVFAC (Navy) Firing Range- Indoor and Outdoor
- City of Westminster – Maintenance Corporate Yard and Police Department Training Facility

## Our Mission

Architecture functions to shelter, to organize, and to enhance the lives of those who occupy and encounter it in their daily lives. At Gillis + Panichapan Inc., it is our mission to provide complete architectural services resulting in a built environment that satisfies, in intimate detail, the client's individual needs while being compassionate to the communities and the land that surrounds and sustains it. Being a studio specializing in Architecture and Interior Design, our design and planning experience ranges from the scale of ergonomic comfort, and sensory experiences to urban and geographic place making.

We believe in respecting the location within the existing geography and local contextual environmental conditions with comprehensive design and planning. A building is not only important for the client and its inhabitants, but also to the community it is nestled in. We take great care to enhance connectivity within natural context where the firing range facility is placed. We create specific design solutions that are a balanced tailoring of an individual client and the local geographic, environment, and cultural conditions.

The vitality of any project emerges when the client, the architect, and the users of the facility immerse themselves in the exciting process of creating their built environment. We believe in the process of shaping our buildings, so that it not only positively promotes the health and potential of its inhabitants, but also enhances the surrounding community it is placed within.

## GPA Process and Management

At the beginning of a project for any size and budget, our approach to effectively manage the project cost, schedule and quality begins with defining the project scope, and MBMI's goals, budget, and timing for completion. This information is discussed at the Kick off meeting with the client. In the event where the project budget and timeline is known prior to the meeting, we will develop and submit the preliminary schedule denoting key milestones and deliverables for CMPD to review and obtain their feedback at the Kick-off meeting.

During the progress of the project, organized workshops will be provided to share our findings coordinating with the CMPD Team. The project progress will be presented for input and guidance for iterative refinements. These workshops would involve meetings with the CMPD staff to discuss design ideas, and operational needs, and it will be a chance to showcase progress and gauge reaction. We are skilled with design communications, our drawings and renderings are used optimally and effectively to communicate ideas and bring the MBMI's vision to life be it early conceptual stage during the environmental assessment, or right up through construction stages.

## Cost Control

As the project develops, our team will provide and update detailed cost estimates for the project. Knowing the cost estimates early allows us to make necessary adjustments to bring the project under budget with minor concessions. We use in-house as well as professional cost estimating services to effectively control the project cost during design. More importantly, all major project decisions are evaluated in terms of cost impact on the project. We inform our clients of the cost impact on the project to assist them with the decision making process.

## Schedule Control

The project schedule is developed to show major milestones for the project as well as individual minor tasks that need to be completed. We regularly update the schedule and submit the updated schedule to the client as well as inform our consultants of the timeline for the completion of specific tasks.

## Quality Control

To ensure accuracy in the delivery of the project, we have developed an in-house quality control program that outlines the various items that need to be reviewed at each phase of the project. This review is performed by both the principal and our various team of consultants. In addition, consultant drawings are reviewed for compliance with design objective as well as for possible conflict with the other elements of input from varying disciplines. We have a wealth of experience scheduling and phasing projects for design and construction, including for existing facilities, many which allow for continuous occupancy during construction.

For nearly 30 years, GPa has provided architecture, planning, and interior design services for Firing Range Facilities. We can offer the following range of services based on our assessment of this project.

## **Indoor Facilities Program:**

The Indoor elements of the Project shall promote a safe and efficient operation and include provide for ease of maintenance

The Anticipated Tasks that can be offered for the project:

- **Needs Assessment & Programming**

-The needs assessment is a fundamental step in discovering the vital issues of the buildings program, scope of work, and current and/or future needs. Completion of the assessment will effectively dictate staff/ building planning and future renovations for many years to come. We have completed needs assessments serving as a foundation to design planning and budget for water district facilities in a vast range of types, needs, and sizes.

- **Site Analysis and Feasibility Studies**

-Our site studies regard the community, codes, zoning, ease of circulation, department infrastructure, urban infrastructure and transportation, and are often aligned with maximizing passive sustainable strategies.

- **Master Planning Development**

-Stemming from our expertise and experience with office planning we would develop design schemes for workstation layouts needed for optimal function of the Department within a given space.

- **Conceptual/Schematic Design**

-We work closely with the client developing ideas and the program to ensure that the design from beginning to end is an expression of the client's needs and budget while having the design enhance connectivity within the surrounding community.

- **3-D Modeling and Rendering Services**

-We render buildings and spaces to convey to our clients and the surrounding community vivid 3-dimensional characteristics of the proposed design from schematic design to design development.



- **Entitlement Processing**  
-We have experience with CEQA and California Coastal Commission procedures, as well as local city planning and plan check procedures throughout California. In every step of the way we are there to communicate solutions to community sensitivities and facilitate an expedient entitlement.
- **Site Planning**  
-Our experience ranges designing master plans for complex yard facilities, campuses for water districts, to smaller urban infill projects and projects that involve challenging topological and environmentally sensitive conditions.
- **ADA Compliance Review Planning and Retrofits**  
Many of our projects have involved older existing building with often tight and complex conditions in which we resolve, and retrofit for ADA compliance.
- **Construction Document Development, Specification Writing**  
-Our office provides precise construction document work, often leading to minimal change orders resulting in projects that have a high likelihood on time and on budget.
- **Cost Estimating Services**  
-We can provide the client with good conceptual cost estimates based on our experience and history with working on a large range and variety of municipal project types. For in-depth cost analysis during design development, we work with an experienced team of cost estimators that can give specific construction costs to help us meet the budget during design.
- **Construction Contract Administration**  
-In order to ensure quality, we recommend being retained for construction administration. We are there to verify that the building meets the design intent, quality, as well as code and energy issues as depicted on the construction documents.
- **Furniture Procurement**  
-GPA can provide design and/or recommend selection of furniture, fixture and equipment. We have extensive experience and expertise in office planning and interior design and can provide these services. We foresee the coordination of workstations, and general equipment and furniture that correlate to interior design.
  - a. Furniture Evaluation, Selection and Implementation
  - b. Define selection criteria and guideline specifications
  - c. Define panel, electrical and component requirements
  - d. Develop Detailed Office and Workstation Plans
  - f. Oversee Development of Final Furniture Shop Drawings
  - g. Oversee the Final Purchase Order Requirement
  - h. Prepare Furniture Installation Punch list
- **Move Management Services**  
-Our team has a lot of experience in regards to move management services. Many of our projects involve construction during occupancy where we have assisted the client temporarily relocate from one area to another.
- **Sustainable Design**  
-Our standard practice is sustainable design. Our staff is LEED accredited and are experienced with helping the project attain LEED certification when necessary.

## **PROJECT UNDERSTANDING**

### **City of Costa Mesa Police Firing Range Facility Upgrade Project**

#### **BACKGROUND**

Gillis+ Panichapan Architects Inc. is proud to work with the City of Costa Mesa on the Police Department Firing Range Improvements. The project is located at the Police Department Facility in the City Civic Center, 77 Fair Drive Costa Mesa 92628.

The technology and existing operating system for shooting practices in the Pistol Range is outdated and unsafe for training and is in need of repair and renovation. The project goals are to retrofit the space to accommodate a new firing range replacement, upgrading of a total area of approximately 1,882 square feet, of which approximately 1,488 square feet is the shooting range area.

The City of Costa Mesa Police Department facility was built in 1967, in conjunction with the City Hall and other buildings at the City's Civic Center. In the late 1990's, the increasing functional demands and outdated and inefficient equipment, furnishings and operating systems required the building to go under renovation and upgrade including seismic and code violations retrofit, and additional support spaces for overcrowded staff working areas. The original 45,000 SF Police Facility was renovated in its entirety, with addition of 11,500 SF of expansion to provide an Emergency Operations Center and space for growth. At that time only minor life safety upgrades were implemented at the existing 4,400 SF of Jail and the Pistol Range in the basement. The technology and existing operating system for shooting practices in the Pistol Range is outdated and unsafe for training and is in need of repair and renovation. The technology and existing operating system for shooting practices in the Pistol Range is outdated and unsafe for training and is in need of repair and renovation.

In 2005, a contract was awarded to install ballistic tile safety walls on the face of the interior walls of the shooting range to reduce the noise level in the range for officers practicing and people observing in the booth area.

GPA would be leading the required upgrade and shall work closely with the Police Department and City project staff in preparing the conceptual drawings of the proposed improvements in accordance with the provided scope included in the Request for Proposals.

We shall coordinate with the City on their needs for firing range equipment to provide the architecture and engineering to accommodate the proposed fire range system of equipment. GPA will review equipment specifications, and accommodate for the infrastructure accordingly with Architecture and Engineering design.

The project scope of work as described in the RFP includes the following areas as outlined in the RFP:

- Range Design
- Range Office
- Range Staging Area
- Armorer Workshop
- Range Storage
- Weapon Cleaning Area

#### **ITEMS OF DESIGN TO NOTE:**

- GPA will coordinate for infrastructure needed for City security design and/ or Audio-Visual Systems. This would include key card system and any security monitoring systems.
- We will provide industry standard for sound dampening materials. Acoustical engineering will not be included on this project.
- A&E will be provided for the approximately 2000sf shooting range area and associated spaces. Any accessibility upgrades required for the facility outside of this space would not be included as part of the design.

## PROJECT UNDERSTANDING

### City of Costa Mesa Police Firing Range Facility Upgrade Project

#### THE APPROACH

The following is a description of services that endeavors to align and complement with the scope requested by the City. More descriptive information on hours respective to each individual task can be found in the fee schedule and attached sub-consultant proposals. (See FEE SCHEDULE)

We will be accomplishing this in four (4) primary tasks (Tasks A-D):

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#### TASK A: PHASE 1: DESIGN DEVELOPMENT PHASE

Information gathering and develop base plans for the existing condition:

- Meet with City staff and others as directed by City staff to review and discuss the design Project scope, design detail and schedule. Prepare meeting minutes.
- Obtain available Project site documentation, including available record drawings and other documents from the City Engineering Services Division and other sources as required.
- Survey site and verify record drawings with existing site conditions. Document existing site conditions. Identify opportunities and constraints for proposed improvements.

Present Conceptual Schemes and Alternative Cost Estimates:

- With the Inventory and Analysis data described in Task 1, and field verified record drawings, prepare Conceptual Design, product specifications, and preliminary cost estimates including the design and cost.
- Meet with City staff and others to obtain input and revise the Conceptual Design and cost estimates as necessary to receive City's approval.
- Prepare exhibits of the revised Conceptual Design and cost estimate.
- Deliver the following materials:
  - Exhibits as described above in hardcopy and digital formats suitable for presentation and reproduction.

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#### TASK B: PHASE 1: DESIGN SCOPE PHASE

- Using approved Conceptual Design, prepare detailed design development plans for City's review and approval. Include the following components in the Design Development plans:
  - Floor plans, Interior Elevations, Building Sections, and Details.
  - Materials and colors boards.
  - Cost estimates.
  - Other necessary Exhibits in sufficient detail to describe the design character to City staff.
- Coordinate with City's Firing Range equipment's needs in preparing the Design Development plans. Meet with City staff and others to review plans, specifications, and cost estimates. Revise Project plans, specifications, and cost estimates as required. Prepare minutes of the meeting.
- Provide the revised Design Development deliverables is equivalent to at approximately 25% completion of the construction documents.

## PROJECT UNDERSTANDING

### City of Costa Mesa Police Firing Range Facility Upgrade Project

#### TASK C: PHASE 2: CONSTRUCTION DOCUMENTS PHASE AND PLAN CHECK SUPPORT

Develop Construction Documents to 70, and 100% completion. Provide plan check submittal and review at 90% stage.

- Using approved Design Development drawings, prepare construction drawings and specifications setting forth in detail all work to be undertaken. Prepare construction plans in AutoCAD digital format and the technical specifications using CSI format and in Microsoft Word digital format. Plans and Specifications shall comply with ADA
  - (Americans with Disabilities Act) standards, adopted California Building Codes, City standards, Standard Specifications ("Green Book") and Standard Plans for Public Works Construction latest edition, and other applicable Federal, State, Local laws, regulations, and ordinances.
- Include, but not limit to, the following components in the construction documents:
  - Cover Sheet
  - Demolition Plan
  - Floor Plan and Notes
  - Interior finish plan and details
  - Elevations, Sections, Details
  - Structural plans, details, calculations and notes.
  - Electrical and low voltage plans and details.
- Prepare 70% complete construction documents and submit to City staff and governing agencies for review and comment. Meet with City staff to review and revise the construction documents as necessary.
- Prepare 100% complete construction documents and submit to City staff and governing agencies for plan check process commencement. Include the Probable Construction Cost Estimate in the 100% completion package.
- Submit required plan sets to all jurisdictional agencies for plan check review. Respond to plan check comments by revising plans, calculations and details as well as providing written response letter for all comments received. Obtain all governing agencies' approval and permits.

#### TASK D- PHASE 3: CONSTRUCTION SUPPORT SERVICES

Provide assistance and coordination to City for Public Bidding of the project.

- Assist City and respond to any request or directives made by phone, fax, or e-mail.
- Upon City's request, attend all Project meetings with City staff, contractors, and Project manager during Project bidding and construction.
- Provide the following services for the Project and coordinate with City in accordance with the Project construction schedule:
  - Attend pre-construction meeting.
  - Provide interpretation and clarifications to the construction documents.
  - Review and approve product submittals and shop drawings in accordance with construction documents and scope of work.
  - Upon City's request, attend on-site Project meetings to review contractor's work. Prepare written reports of meetings to distribute to all parties.
  - Review construction schedule and provide comments.
  - Respond to contractor's Request for Information (RFI) and other inquiries during Project construction.
  - Conduct substantial construction completion review at request of the City and prepare punch list. Review and approve punch list items upon their completion.
  - Review and approve all contractor's Project closeout documents, including As-built drawings, manuals, warranties, etc. Prepare Project record drawings per approved closeout documents.

## PROJECT UNDERSTANDING

City of Costa Mesa Police Firing Range Facility Upgrade Project

### SUMMARY OF ELECTRICAL AND MECHANICAL SCOPE OF THE PROJECT:

- This is a small dual or triple lane range with short firing distances.
- Our scope on this project is to provide adequate cooling design for desk area, ventilation design for range, filtration for range exhaust, power and lighting design and necessary plumbing modifications.
- Coordinate power with firing range equipment and necessary alarm.
- Coordinate with building as built for new mechanical system.
- We will provide load calculations, Title 24, Photometric calculations, power and lighting design, HVAC design and plumbing design as part of our services.
- We will provide permit ready drawings including demolition and remodel plans for MPE systems.
- We will provide back check responses to plan check comments.
- We are including three (3) meetings/site visits during design phase.
- We are including three (3) site visits during construction.

### EXCLUSIONS

- We are excluding any power service upgrade assuming there is enough power to accommodate new requirements.
- Written specifications.
- Any power readings.
- Any upgrade of existing electrical system due to non-compliance.
- Any design scope changes due to client desired changes.
- Preparation of any as-builts drawings.
- One site visit is included within the scope. Additional site visit required due to any client or city driven changes will be charged at an hourly rate. Any necessary site visit will be charged separately at \$ 95 per hour.

### SUMMARY OF STRUCTURAL ENGINEERING SCOPE OF THE PROJECT:

- Scope of Work: Provide Professional Consulting Structural Engineering Services including consultation, structural calculations and structural drawings regarding new supports for overhead and side baffles and targets, HVAC supports and soffit and wall framing. Includes (1) pre-design site survey.

### PRELIMINARY ESTIMATED SCHEDULE

Project Start.....	8/01/19
TASK A: Inventory and Analysis.....	8/19/19
Conceptual Design and Final Presentation.....	9/21/19
TASK B: Design Development.....	10/18/19
TASK C: Construction Documents.....	12/06/19*
* Added time provided during Construction Documentation to provide for Plan Review and Revisions.	
TASK D: Bid and Construction Services.....	8/09/20



Fee: \$450K

Cost: \$6.5 million

built - Westminster Corporate Yard

## Westminster Corporate Yard Campus

Address: 14381 Olive St., Westminster, CA 92688

### Project Description:

The existing city maintenance yard facility built in the early 1960s, is overcrowded, inefficient, and no longer sufficient to implement the city's needs as a maintenance facility. GPA was obtained to update and expand the current facility. The new corporate yard includes a new administration building, canopy, fuel station, and warehouse facilities. The renovation and addition takes place within the existing site of the city's current municipal facility along with an adjacent building the city has obtained for a police training facility. Another building housing the Boys and Girls Club was also renovated as a part of this project.

Adjacent to the Corporate Yard, the existing approx. 20,864sf building currently serves as an industrial warehouse for the City of Westminster. The City working with GPA determined the feasibility and efficiency to convert the existing warehouse into the Police Department Training Center with indoor firing range.

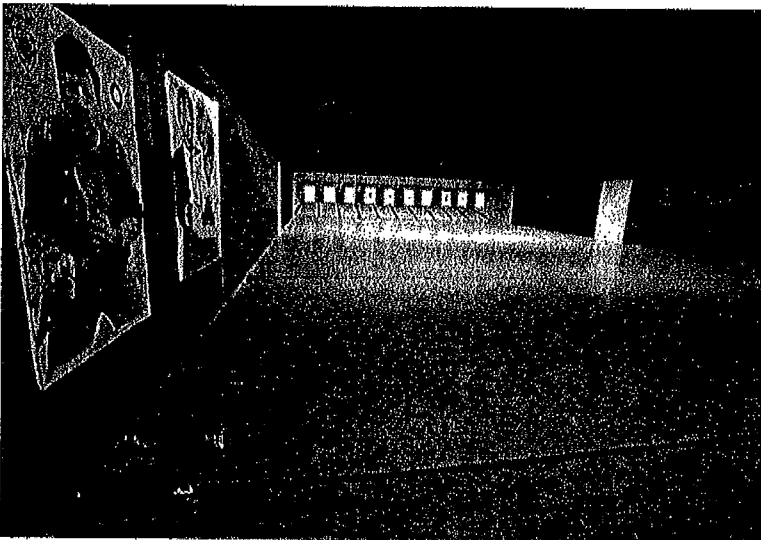
### Key Personnel:

Jack Panichapan – Mr. Panichapan acted as the Principal In Charge and was responsible for the design of this project for the exterior and interior including furnishing.

Kent Kluefer – Mr. Kluefer was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all the disciplines.

Project Size: 17,000sf

Completion Date: 2015



shooting range

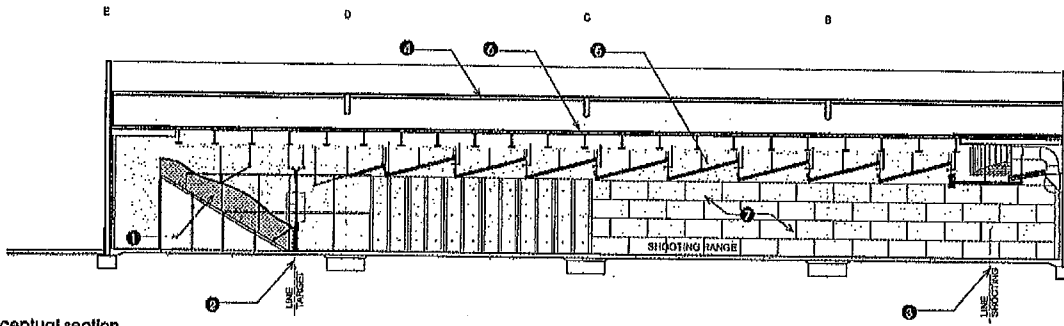


control room

Westminster Corporate Yard

# Record of Post Performance

CITY OF COSTA MESA

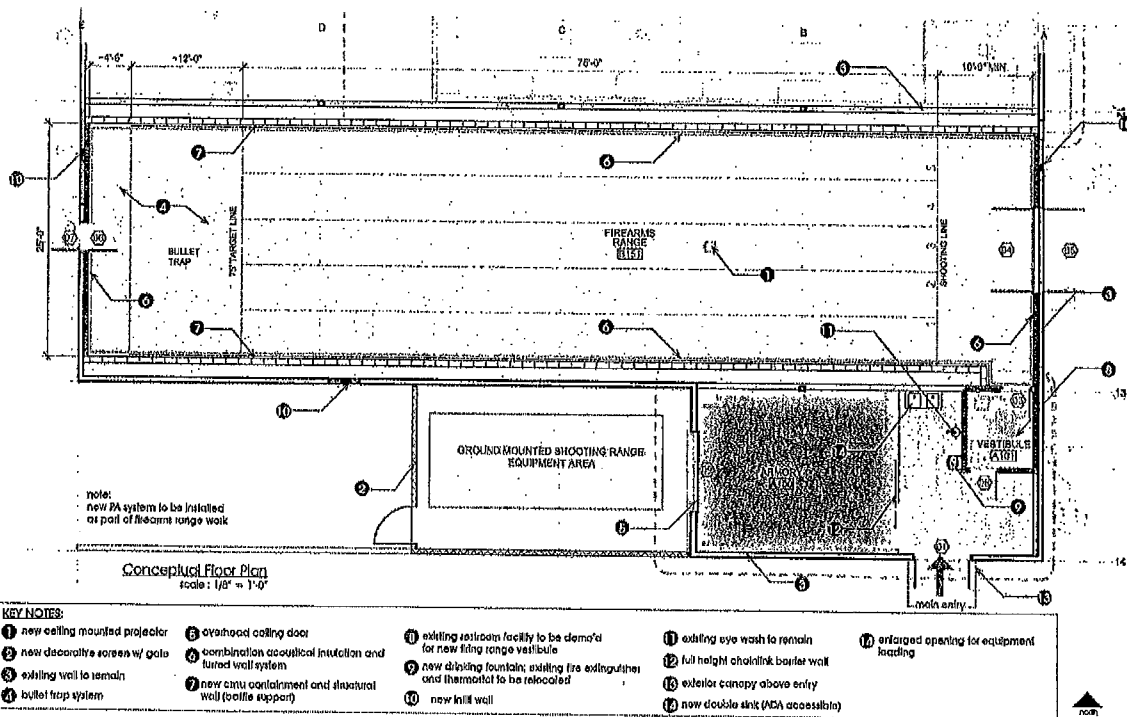


Fee: \$13,380  
Cost: \$2 million estimate

conceptual section

## Santa Cruz Sheriff's Indoor Firing Range

Address: 6400 Soquel Avenue, Santa Clara CA



conceptual floor plan

### Project Description:

This project involved providing an assessment to integrate a 5 lane firing range into an existing space within a building on the Santa Cruz County Sheriff's Office and its estimated costs to determine its overall feasibility.

This conceptual design and assessment exercise focuses on being able to house the firing range in an optimal way within the limitations the warehouse provides. The study provided a better understanding of scope and the relative budget for the improvements to the building to attain occupancy with current codes as well as fit within the needs of the programs.

### Key Personnel:

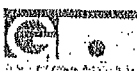
Jack Panichapan- Mr. Panichapan acted as the Principal In Charge and was responsible for the design of this project.

Vic Nguyen was the Project Architect and was in charge of the feasibility study for the project which also included coordinating documents between all disciplines.

Project Size: 25,325sf

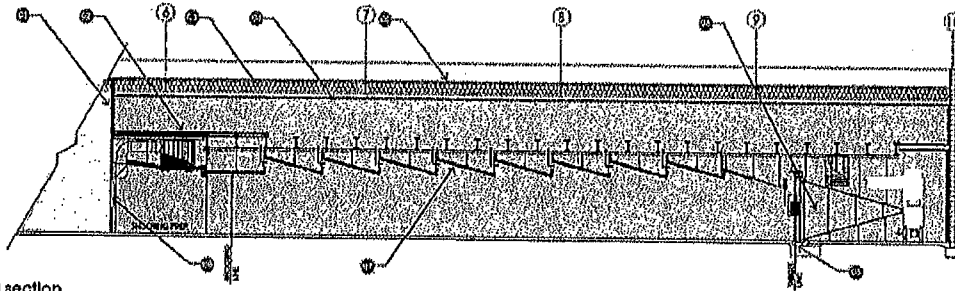
Completion Date: 2018

Warehouse / Firing Range



# Record of Post Performance

CITY OF COSTA MESA / JEP

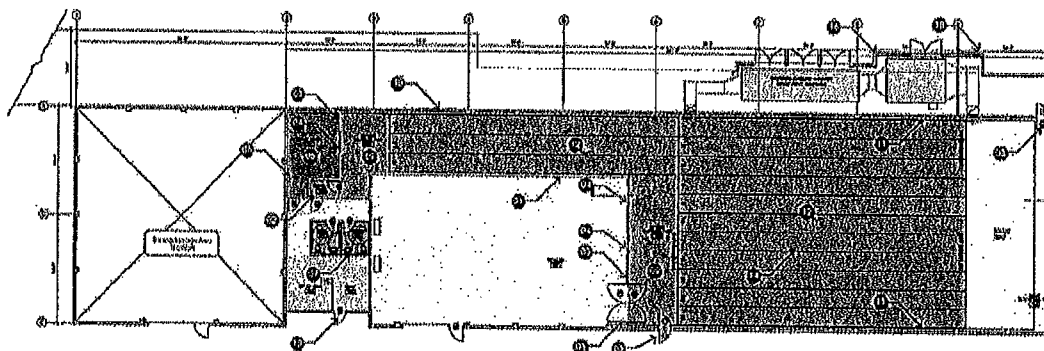


conceptual section

Fee: \$12,650  
Cost: \$2 million estimate

## Huntington Beach Police Department Firing Range

Address: Huntington Beach, CA



**LEGEND**

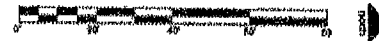
- 10 20' high shooting trap
- 11 24' high shooting trap
- 12 locker room
- 13 storage
- 14 Amenity Storage
- 15 Cleaning Room
- 16 ready room
- 17 lobby
- 18 Storage Room
- 19 equipment
- 20 proposed new interior butler restrooms adjacent wall
- 21 proposed new locker room adjacent height wall (bullet support)
- 22 proposed new security wall and ceiling (interior of shooting range with security)

conceptual floor plan

**KEY NOTES**

- 1 proposed new interior city point height wall (bullet support)
- 2 proposed new concealed stand trap restrooms
- 3 proposed new interior butler restrooms adjacent wall
- 4 proposed new interior butler restrooms adjacent wall
- 5 proposed new interior ceiling accessibility
- 6 proposed new installation of roof access for door
- 7 proposed new ADA accessible restrooms (total restrooms with floor drains)
- 8 proposed new built-in locker assembly of double door assembly
- 9 proposed new built-in locker assembly supported ceiling within butler restrooms range area
- 10 proposed new CMU wall with window
- 11 proposed new concealed wall lining system with concealed backing (mechanical) system
- 12 proposed polished concrete finish on ceiling concrete slabs - ports
- 13 proposed new ADA accessible ceiling door
- 14 proposed new shooting range restrooms
- 15 proposed new extended concrete platform for mechanical equipment
- 16 proposed new plain link fencing and gates for concealing mechanical equipment
- 17 limited access, no full height of wall (see options alternative location)

**PHASE 1**  
Proposed Floor Plan  
SCALE 1" = 20'-0"



**Project Description:**

This project involved providing an assessment to integrate a 11 lane firing range into an existing space within a building on the Huntington Beach Police Department's Warehouse Building and its estimated costs to determine its overall feasibility.

This conceptual design and assessment exercise focuses on being able to house the firing range in an optimal way within the limitations the warehouse provides. The study provided a better understanding of scope and the relative budget for the improvements to the building to attain occupancy with current codes as well as fit within the needs of the programs.

**Key Personnel:**

Jack Panlchapan- Mr. Panlchapan acted as the Principal In Charge and was responsible for the design of this project.

Vic Nguyen was the Project Architect and was in charge of the feasibility study for the project which also included coordinating documents between all disciplines.

Project Size: 11,329sf

Completion Date: 2016

Huntington Beach Police Department



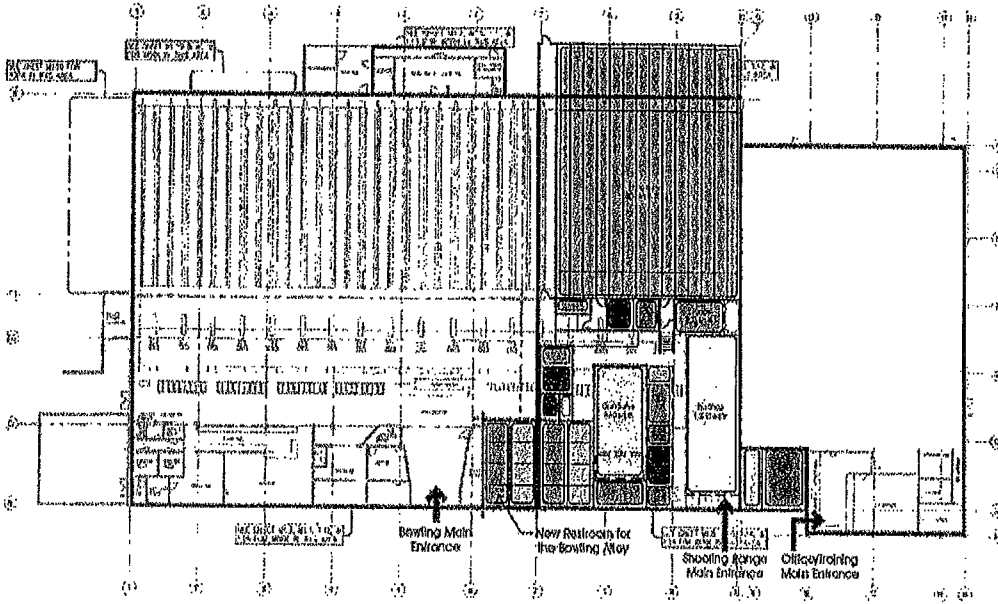


Fee: \$12,900

Cost: \$5.5 million estimate

**LEGEND**

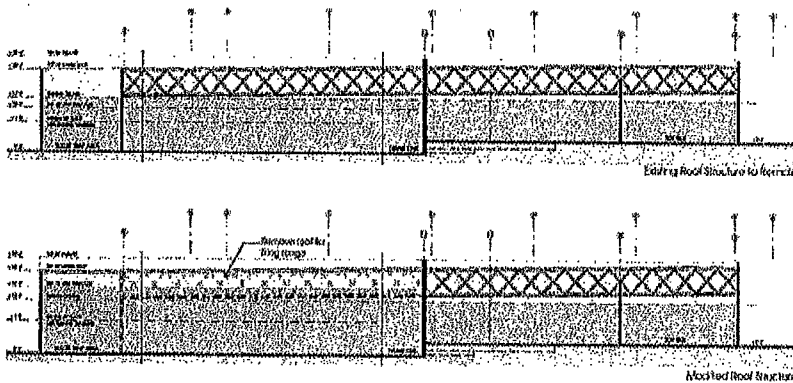
- Firing Lanes
- Toilets
- Application Booth
- Fun Shop
- Lobby
- Parking/Bus Closets
- Rifle Coat
- Gun & Ammunition Area 1
- Gun Defect Counter
- Gun & Ammunition Area 2
- Gun Repair
- Range Master
- Cost of Room
- Storage
- Gun Safe
- Cleaning Room
- Personnel Storage
- WC Room
- R-Code
- Men Restroom
- Women Restroom



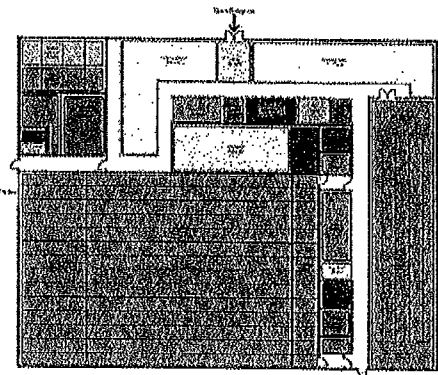
overall floor plan- option 1

## Camp Pendleton Firing Range

Address: Camp Pendleton, CA 92055



modified sections



enlarged floor plan- option 2

### Project Description:

We developed a feasibility study and conceptual design for Camp Pendleton for converting a portion of the existing Bowling Alley Building into an Indoor Firing Range. This compared the conceptual size, structure configuration and relative cost to a proposed new facility as a ground-up new building separate from the existing bowling alley.

The existing approx. 36,900sf building currently serves as an active recreational bowling facility for the Camp Pendleton community and its guests.

### Key Personnel:

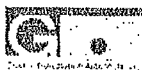
Jack Panichapan- Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project.

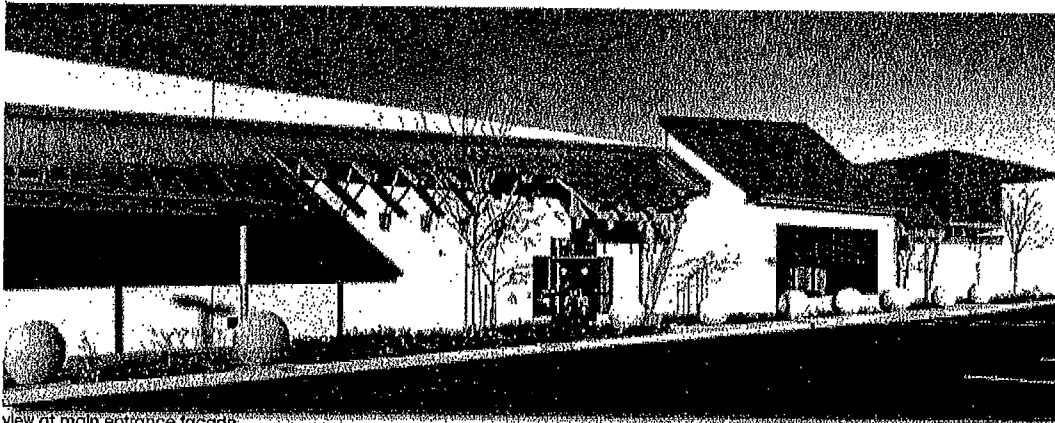
Vic Nguyen acted as the Project Architect and was in charge of the feasibility for the project which also included coordinating documents between all disciplines including structural engineering assessments with Richard Suzuki of DCSC,

Project Size: 32,900sf

Completion Date: 2016

Municipal Firing Range





view of main entrance facade

Fee: \$650K  
Cost: \$9.48 million

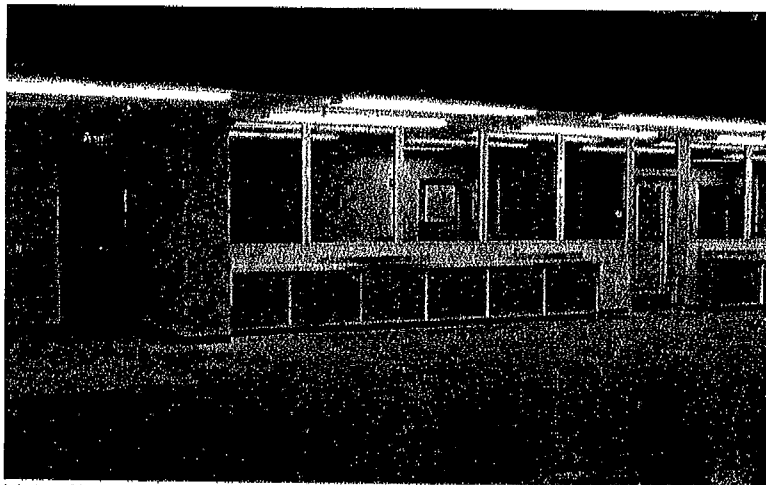
## Fairfield Police Training Facility

Address: 1717 Rex Cliff Lane, Fairfield, CA 94533

### Project Description:

The Fairfield Police Training Facility and Indoor Shooting Range integrated some of the most advanced technology of any police shooting facilities in the nation. Within the 42,000sf training facility, the rifle shooting range space alone encompasses approximately 12,000sf. The remaining spaces contained classrooms, training rooms, and use of force and driving simulators. Separate from the main building is a garage facility for storage of highly specialized vehicles planned for the next phase.

The city of Fairfield Police Department commissioned GPA to design the facility within tight urban constraints, that addressed challenges in regards to an understated high security design, and noise mitigating tactics. The facility accomplishes this on all levels, and has become a handsome civic addition to the city of Fairfield.



Interior- firing range



view of building entry



architectural details

### Key Personnel:

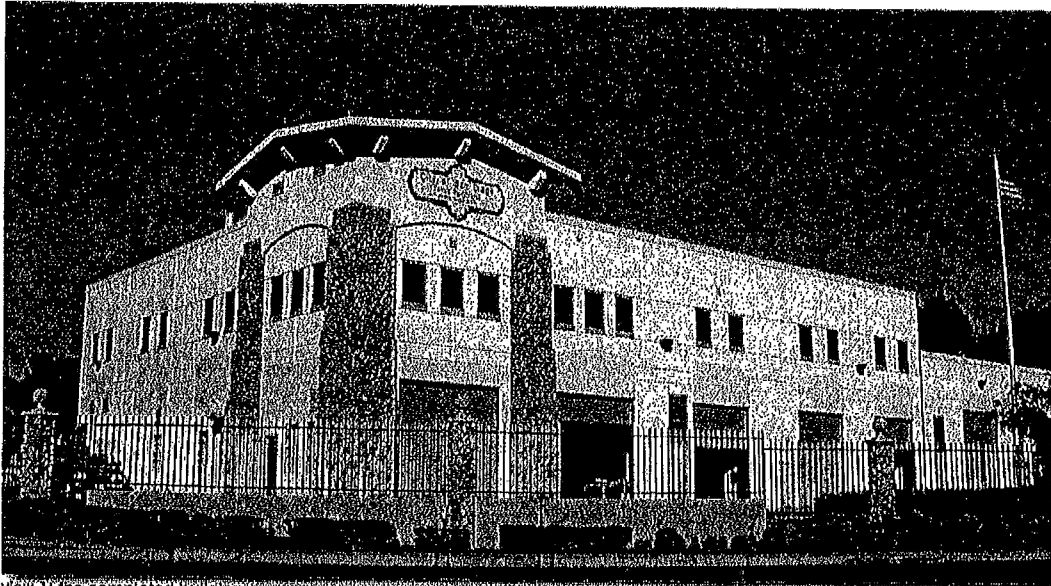
Jack Panichapan- Mr. Panichapan acted as the Principal In Charge and was responsible for the design of this project.

Kent Klueter was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all disciplines.

Project Size: 42,000sf

Completion Date: 2008

Municipal Building



View 1: The completed building

Fee: \$220K  
Cost: \$10 million

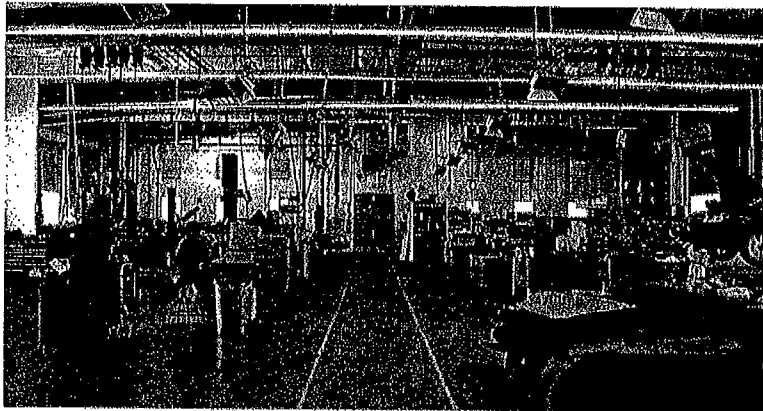
## San Diego Central Police Facility

Address: 3899 Federal Blvd, San Diego, CA 92102

### Project Description:

The project started with a detailed analysis of the City's needs for the year 2002 and a projection of those needs into the year 2020. The resulting Space Needs were a 56,000sf Vehicle Maintenance Facility including ancillary service and administrative space and a 6,500sf SWAT/K-9 Facility.

We used this information to develop design and construction documents for the City through the Design Development level, from which the City elicited bids from prospective Design-Build Contractors.

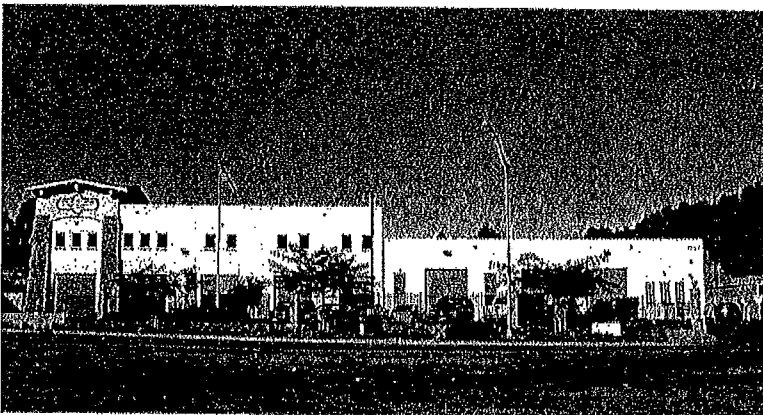


View 2: Interior

### Key Personnel:

Jack Panichapan- Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project.

Kent Kluster was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all disciplines.



View 3: street facade

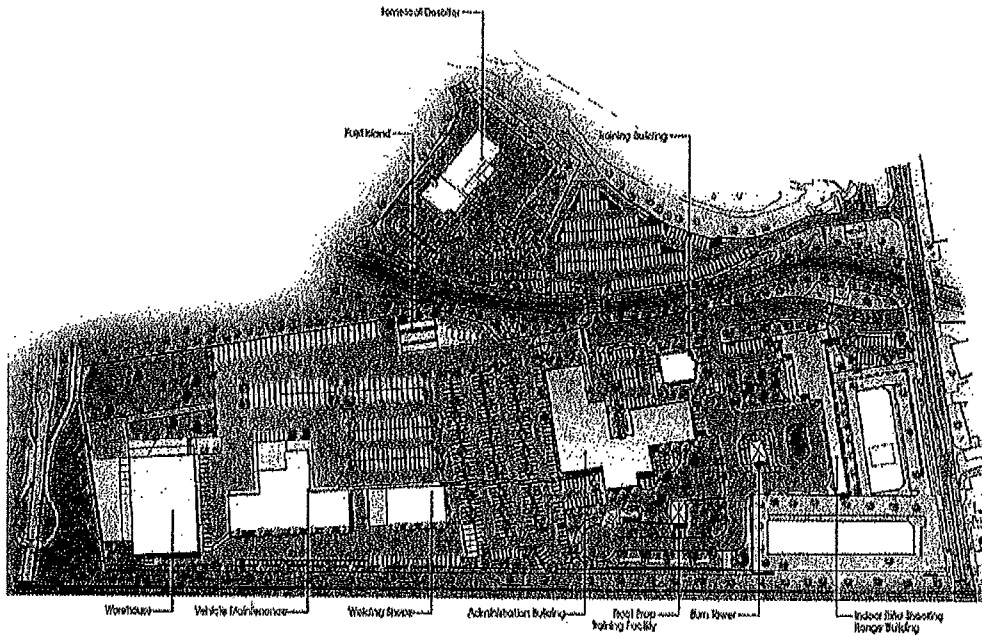
Project Size: 61,000sf

Completion Date: 2004

Municipal Building Range

# Record of Past Performance- Detailed Projects

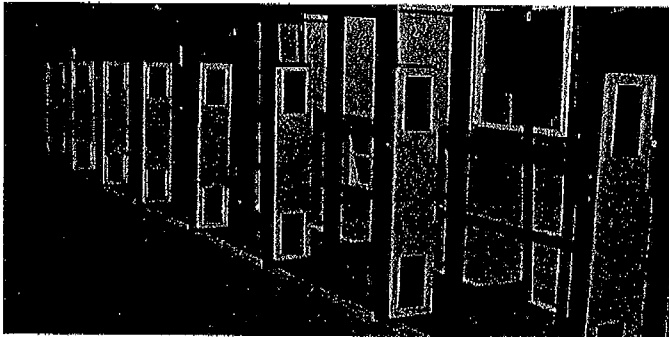
City of Costa Mesa, CA



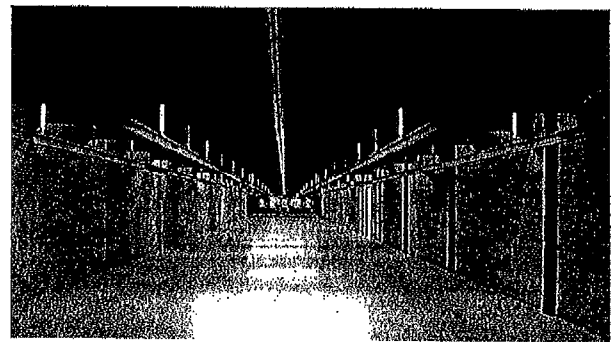
Fee: \$400K  
Cost: \$6 million

Site plan

## Corona Corporate Yard



Firing range



Firing range

### Project Description:

The project represents the City of Corona's centralization of city infrastructure staff into one conveniently located compound. This centralization accommodates the following buildings and facilities:

- Administration Building (60,000 SF)
- 22 Bay Vehicle Maintenance Building (36,000 SF)
- Warehouse Building (46,000 SF)
- Shops Building (14,000 SF)
- Police / Public Shooting Range (18,000 SF)
- Fire Training Tower / Facility
- Fuel Island
- Hazardous Materials Storage Building and Canopy.

The lowest four (4) bidders were sufficiently low to allow the City to accept all of the City-c alternates and still be under the projected estimate. The spread first and second bidder was an even \$10,000. We are especially proud that the project came in under budget, on schedule, and with a change order magnitude of less than three percent.

### Key Personnel:

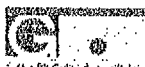
Jack Panichapan- Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project.

Kent Kluefer was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all disciplines.

Project Size: 62,500sf

Completion Date: 2004

Viewing of firing range



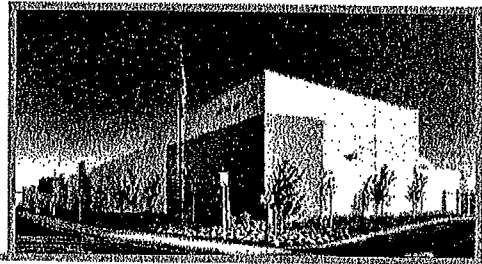
**Reference #1**

Contact: Dustin Alamo  
Vice President, Griffin Structures  
Phone: (949) 497-9000  
Email: dalamo@griffinholdings.net  
Projects: Westminster Corporate Yard & Police Training Facility  
Key Personnel: Jack Panichapan and Kent Kluefer



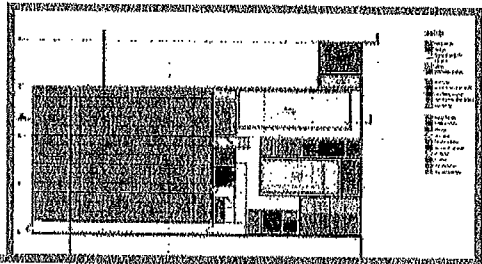
**Reference #2**

Contact: George Hicks  
Public Works Director, City of Fairfield  
Phone: (707) 428-7491  
Project: Fairfield Police Training Facility  
Key Personnel: Jack Panichapan and Kent Kluefer



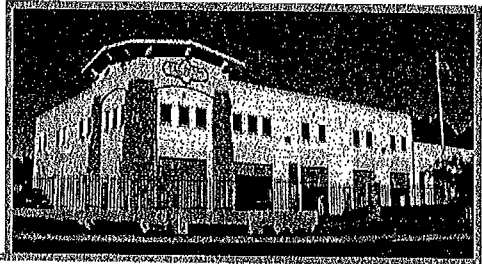
**Reference #3**

Contact: Diana Dahlstrom  
Project Manager  
Phone: (760) 763-5587  
Project: Camp Pendleton- Indoor Firing Range  
Key Personnel: Jack Panichapan and Kent Kluefer



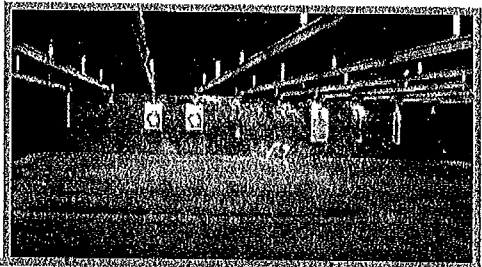
**Reference #4**

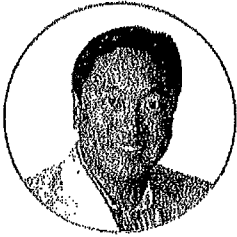
Contact: Darren J. Greenhalgh  
Senior Civil Engineer, City of San Diego  
Phone: (619) 533-3104  
Project: City of San Diego Central Police Facility  
Key Personnel: Jack Panichapan and Kent Kluefer



**Reference #5**

Contact: Jonathan Daly  
General Manager, Department of Water & Power,  
City of Corona  
Phone: (951) 736-2477  
Project: Corona Corporate Yard & Firing Range  
Key Personnel: Jack Panichapan and Kent Kluefer





**Jack Panichapan, AIA, NCARB, LEED® AP**  
**CEO/Principal**

**Role in the Project:**

As the Principal, and Project Director, he is committed to managing incoming documents, coordinating consultants and handling discrepancies to ensure accuracy in the delivery of the project personally for every client. Mr. Panichapan has over twenty years of experience, ranging from new buildings, renovation, and interior design, to complete city campus master planning. Throughout his career, he has extensive experience in the architectural planning and design for water treatment plants and pump stations.

**Experience:**

Years of Experience: 26

Years with GPA: 16

**Registration:**

Professional Architect, CA,  
 29344  
 Professional Architect, IL,  
 001-018109  
 LEED Accredited Professional

**Education:**

M. Arch, 1997, Architecture,  
 Iowa State University  
 B. Arch, 1996, Architecture,  
 Iowa State University

**Professional Affiliations:**

American Institute of  
 Architects  
 National Council of  
 Architecture Registration  
 Board

**Relevant Experience:**

- Water Replenishment District of Southern California – GRIP Advance Water Treatment Facility and Treatment Center
- Mojave Water Agency – New Agency Headquarters Facility and Central Operation Facility
- Yorba Linda Water District – New Administration Facility
- City of Westminster – Maintenance Corporate Yard and Police Department Training Facility
- City of Santa Cruz – Indoor Firing Range
- Water Replenishment District of Southern California – Administration Headquarters Needs Assessment and Tenant Improvement
- City of Fairfield – Police Training Facility
- Irvine Ranch Water District – Orange Park Well No. 1, Orange, CA
- Irvine Ranch Water District – Desalination Building
- City of San Diego – Central Police Facility
- Palmdale Water District – Master Plan & CMU Wall for facility
- Camp Pendleton – Firing Range
- City of Moreno Valley – Facilities Corporate Yard Needs Assessment and Concept Design
- City of Stanton Maintenance Facility – Stanton, CA
- Jurupa Community Services District – Tenant Improvement
- City of Corona – Corporate Yard and Police Training Facility
- City of San Gabriel – Maintenance Facility



**Vic Nguyen, AIA, LEED® AP**  
**Design Director**

**Role In the Project:**

Mr. Nguyen is responsible for design presentation and quality control. With graphic, 3-D modeling and BIM expertise, he can assure quality project team coordination in every step of the design process. Moreover, he is in charge of project approvals at all stages from planning to building entitlement.

**Experience with the requirement and tasks:**

Mr. Nguyen has over nineteen years of experience, ranging from development of complex mixed use, civic, and water infrastructure oriented projects, to highly detailed interiors of residential, retail, health care, and office environments. He has a wealth of experience working with the Water Districts, cities and the community directly to attain consensus for a project design.

**Relevant Experience:**

- Suburban Water Systems- City of Whittier Plant 224
- City of Santa Cruz – Indoor Firing Range
- Mojave Water Agency – Need Assessment, New Headquarters Facility, and Central Operation Facility, Apple Valley, CA
- City of Westminster – Maintenance Corporate Yard and Police Department Training Facility
- Marine Corporation Community Services – Indoor Firing Range
- City of Fullerton – Public Facilities and CNG Station
- City of Stanton - Corporate Yard
- City of Barstow – Needs Assessment & Conceptual Design for City Hall Campus
- City of San Gabriel – Maintenance Facility Yard
- City of Corona – Corporate Yard and Police Training Facility
- City of Fairfield – Police Training Facility
- Camp Pendleton – Firing Range
- Master Plan for Cathedral City Civic Center, Cathedral City CA
- City of San Diego – Central Police Facility
- City of Buena Park- Ehlers Community Center

**Experience:**

Years of Experience: 19  
 Years with GPA: 9

**Registration:**

Registered Architect, CA,  
 C-30250  
 LEED Accredited Professional

**Education:**

B. Arch. 2000 Architecture,  
 University of Arizona

**Professional Affiliations:**

American Institute of  
 Architects  
 National Council of  
 Architecture Registration  
 Board  
 USGBC Orange County



## Kent Klueter, LEED® AP Project Architect

### Role in the Project:

Mr. Klueter is experienced in project coordination and management including developing working drawings, coordinating with engineering consultants, coordinating production of construction documents and building department, administration of the bidding process, ADA compliance, building code requirement, specification, and construction administration.

### Experience with the requirement and tasks:

With 27 years of experiences, and 20 years with GPa, Mr. Klueter has been working with various types of projects, such as municipal, water district, police facility, corporate yard, pump station, maintenance facility, civic facilities and training center, (dispatch centers and essential facility)

### Relevant Experience:

- Water Replenishment District of Southern California – GRIP Advance Water Treatment Facility and Treatment Center
- Mojave Water Agency – New Agency Headquarters Facility and Central Operation Facility
- Yorba Linda Water District – New Administration Facility
- City of Westminster – Maintenance Corporate Yard and Police Department Training Facility
- City of Fairfield – Police Training Facility
- City of San Diego – Central Police Facility
- La Bonita Park Water Facilities – La Habra, CA
- Calleguas Municipal Water District – Moorpark Pump Station
- City of Corona – Corporate Yard and Police Training Facility
- City of Santa Cruz – Indoor Firing Range
- Irvine Ranch Water District – Desalination Building
- Irvine Ranch Water District – Deep Aquifer Treatment System
- Camp Pendleton – Firing Range
- City of Santee – New City Maintenance Facility Yard

### Experience:

Years of Experience: 22  
Years with GPa: 20

### Registration:

Professional Architect, CA,  
25189  
LEED Accredited Professional

### Education:

B, Arch, 1990, Architecture,  
California Polytechnic State  
University, San Luis Obispo

### Professional Affiliations:

American Institute of  
Architects  
National Council of  
Architecture Registration  
Board





**Richard Suzuki, P.E., S.E.**  
**Structural Engineer**

**Experience with the requirement and tasks:**

Mr. Suzuki is experienced in all phases of structural engineering and design analysis for different types of structures including mixed-use multi story facility, retail buildings, fit-up industrial buildings, restaurants, police and fire stations, steel office building and subterranean parking structures. He is involved with the project from the conceptual design all the way through construction by performing site visits during construction as well as the review of various structural submittals.

**Experience:**

Years of Experience: 25  
 Years of Collaboration: 20

**Registration:**

2006, Structural Engineering  
 Certification, CA, S4971  
 1992, Registered  
 Professional Engineer, CA,  
 CE-49775

**Education:**

B Sc. 1987, Civil Engineering,  
 University of California, Irvine

**Relevant Experience:**

- City of Westminster – Maintenance Corporate Yard and Police Department Training Facility
- City of Fairfield – Police Training Facility
- City of San Diego – Central Police Facility
- Mojave Water Agency – New Agency Headquarters Facility-LEED Gold
- Yorba Linda Water District - New Administration Facility
- Banning Police Department – Banning, CA
- Camp Pendleton – Firing Range
- City of Stanton Maintenance Facility – Stanton, CA
- Town of Yucca Valley – Facilities Master Plan
- City of San Gabriel – Maintenance Facility
- City Maintenance Facility Yard – Santee, CA



**Hiten Sheth P.E., LEED® AP**  
**Principal / Mechanical Engineer**

**Role in the Project:**

As the Principal/Mechanical Engineer, he is committed to managing projects as MEP leader with hands on design work, in-house quality control and coordination between various trades to ensure accuracy in the delivery of every project personally for every client.

**Experience:**

Years of Experience: 12  
 Years of Collaboration: 5

**Registration:**

Professional Engineer, CA,  
 M35789  
 LEED Accredited Professional

**Education:**

M.S. Mechanical  
 Engineering, University of  
 Bridgeport (CT), 2006  
 B.E. Mechanical  
 Engineering, Sardar Patel  
 University (India), 2002

**Professional Affiliations:**

ASHRAE Associate Member  
 since 2006

**Experience with the requirement and tasks:**

Mr. Sheth has more than 10 years of experience of engineering and design for various heating, ventilation and air conditioning systems such as variable air volume system (VAV), constant air volume (DX and Package), chilled water and heating hot water based central plants, variable refrigerant flow system (VRFs), under floor displacement ventilation systems (UFADs) and 100% outside air system for various healthcare and pharmaceutical applications. Mr. Sheth has had large exposure to design of various types of occupancies like office spaces, city halls, auditoriums, hospitals, medical office buildings, laboratories, educational and commercial restaurants.

**Relevant Experience:**

- City Of Simi Valley (Prime Consultant): Upgrade of existing HVAC system for city hall and DMV building (Double deck AHU upgrade with title 24 compliance and upgrade of existing air distribution system, Pneumatic to DDC controls). A federally funded project (ARRA Stimulus).
- DEA - Los Angeles - 40,000 SF TI for existing Federal Facility.
- 16th Floor Wilsire - Energy Upgrade replacing existing double deck AHUs and CAV system with energy efficient VAV system along with brand new loop air distribution system.
- IWB (Interim West Bus Terminal): Design of waiting area building (50,000 SF) adjacent to Bradley International terminal at LAX. LEED silver project.
- Fess Parker Waterfront Hotel: 5 star hotel with 200 guest rooms, ball room, spa, commercial kitchen, auditorium, indoor swimming pool, lounges and multipurpose spaces. Approximately 200,000 SF of conditioned space.
- Design of various office TIs for Haven Pointe, Rancho Cucamonga.
- Various large and mid-size TIs for American Career College in Long Beach and Anaheim campuses.
- Owner's representative for American Career College for their Texas and Florida campuses.
- USC ophthalmology TI in city of Arcadia.
- AHU replacement for USC - McKibben Hall.
- NAVFAC (Navy) Firing Range- Indoor and Outdoor

**FEE EXHIBIT**

**City of Costa Mesa**

**Police Firing Range Facility Upgrade Project**

7/2/2019

**Project Design Fee Summary**

#	Project Task	
A	Inventory and Analysis, and Conceptual Design	<b>\$21,375</b>
B	Design Development	<b>\$20,985</b>
C	Construction Documents and Plan Check Support	<b>\$32,285</b>
D	Bid and Construction Support	<b>\$24,900</b>
	Reimbursibles:	<b>\$285</b>

**Project Total \$99,830**

\*Reimbursibles: Covers costs for specialty printing, delivery fees, and travel. City Business License fees (if required for the entire A&E Team) This reimbursable allowance covers fees beyond general B&W printing fees on standard ledger or tabloid size paper. Government fees, delivery costs (such as United Parcel Service charges), and the costs of special sized prints/ reproductions are not included in our fee. These items are "reimbursable" items and will be shown separately on our Invoice with a 10% coordination fee.

NOTE on Plan Check Fees: Reimbursibles and fees shown here do not include Building Department or Plan check Submittal Fees, or any other 3rd party fees not indicated in this scope. Scope of Entitlement does not include design of potential accessible upgrades that may be required for the overall building and site outside the immediate project.



Gills + Panichapan Architects, Inc.



**City of Costa Mesa  
Police Firing Range Facility Upgrade Project  
7/2/2019**

Task	ARCHITECT					ARCHITECT
	Principal	Project Mgr	Registered Professional	2nd Design	Designer	
<b>Task A: Phase 1: Pre-Design/Development Phase</b>						
a. Coordination for information gathering: Meet with City staff and others as directed by City staff to review and discuss the design project scope, design detail and schedule. Prepare meeting minutes.	2	2	2			\$950
b. Obtain available Project documentation, including available record drawings and other documents from the City Engineering Services Division and other sources as required. Access drawings and provide background drawings.	2	2	2			\$770
c. Survey site and verify record drawings with existing site conditions. Document existing site conditions. Identify opportunities and constraints for proposed improvements.	2	2	8	8		\$1,980
d. Develop As-built Plot of the field verified record drawings of the Firing Range.	4	6	8	8		\$2,830
e. Prepare Conceptual Design, product specifications, and preliminary ROM cost estimates including the design and cost.	4	4	8	8	8	\$3,840
f. Meet with City staff and others to obtain input and revise the Conceptual Design and cost estimates as necessary to receive City's approval.	4	4	6	6	8	\$3,380
g. Prepare exhibits of the revised Conceptual Design and cost estimate.	2	2	8	8	8	\$2,790
h. Project Management: review design and documented scope and extent of design is confirmed moving forward.	4	4				\$1,460
<b>TASK A TOTAL</b>	<b>28</b>	<b>28</b>	<b>72</b>	<b>72</b>	<b>72</b>	<b>\$17,700</b>
<b>Task B: Phase 2: Design/Design Phase</b>						
a. Using approved Conceptual Design, prepare detailed design development plans for City's review and approval.	4	6	8	12	12	\$4,650
b. Coordinate with City's Firing Range equipment's needs in preparing the Design Development plans. Meet with City staff and others to resolve plan, specifications, and cost estimates.	2	4	6	8	8	\$3,200
c. Design Development deliverables equivalent to at least 25% completion of the construction documents.	2	4	8	8	6	\$3,310
d. Provide the revised Design Development deliverables after City Comments.	1	6	4	4	2	\$2,195
e. Project Management: Coordinate engineering and equipment specifications.	2	4	4	4		\$1,550
<b>TASK B TOTAL</b>	<b>13</b>	<b>22</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>\$15,105</b>
<b>Task C: Phase 3: Construction Documents Phase and Plan Check Support</b>						
a. 60-Percent CD's: Development of 60-percent Draw, Architectural, Mech, and Electrical. Prepare preliminary technical specifications. Provide coordination with Electrical design development. Include technical specifications defining the overall project and design criteria for Firing Range Space.	3	8	24	36	16	\$9,690
b. 90-Percent CD's and Plan Check Process (Set of building improvements including engineering) to complete prepared and plan check review. Plan Check Process submit to City Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities.	2	12	16	24	16	\$9,980
c. 100-Percent CD's: Final comments will be incorporated from the design review meeting and plan check to complete the final drawing and specifications.	2	2	8	8	8	\$3,160
d. Project Management-coordinate City Requirements with engineer sub-consultants	2	3	4			\$1,695
<b>TASK C TOTAL</b>	<b>9</b>	<b>25</b>	<b>52</b>	<b>72</b>	<b>40</b>	<b>\$22,525</b>
<b>Task D: Phase 4: Construction Support Services</b>						
a. Bid Phase Services: Attend the pre-bid meeting. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). prepare a confirmed set of contract documents that incorporate all addenda and revisions to the contract documents.	1	2	4	4	4	\$1,735
b. Engineering Services During Construction: review and guide the progress and direction of construction documents including RFI responses, GFI will review Shop Drawings, Formed Data, Samples and similar submittals to verify conformity with the information by the original contract documents includes CILGreen Combsiding.	8	16	36	24	12	\$12,960
c. Site Visits During Construction provide meeting on-site (Up to 4 meetings w/ architect)	8	12	8			\$5,428
d. Project Close-Outs: Participate in final walk through of the site. Assist in the development of Project punch list.	4	4	8	8		\$3,200
e. Project Management-Coordination and administration			1	2		\$325
<b>TASK D TOTAL</b>	<b>13</b>	<b>34</b>	<b>81</b>	<b>56</b>	<b>24</b>	<b>\$22,648</b>
<b>Hours</b>	<b>47</b>	<b>109</b>	<b>192</b>	<b>188</b>	<b>132</b>	<b>\$22,600</b>
<b>Total Hours</b>	<b>47</b>	<b>109</b>	<b>192</b>	<b>188</b>	<b>132</b>	<b>\$22,600</b>
<b>Hourly Rate(s)</b>	<b>\$153</b>	<b>\$153</b>	<b>\$153</b>	<b>\$153</b>	<b>\$153</b>	<b>\$153</b>

Principal	Elec. and Mech Eng.				M&E
	Pr. Engineer	Engineer	Designer	CD Operator	
	2	2			\$510
		2	2		\$450
		2	3		\$555
		2	4		\$660
		3	2		\$570
					\$0
<b>TOTAL</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>2</b>	<b>\$2,745</b>

Principal	Structural Engineering				MEP
	Pr. Engineer	Engineer	Designer	CD Operator	
		1	2	1	\$465
					\$0
		1	2	1	\$465
					\$0
					\$0
					\$0
					\$0
<b>TOTAL</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>2</b>	<b>\$930</b>

**\$17,700** Architecture

**\$1,515** M&E

**\$10,245** Structural Engineering

Eliminations\* **\$285**  
**Architecture and Engineering Total (Task A-D) \$19,830**

Reimbursable: Covers costs for copying, printing, delivery fees, and travel. City Business License fees (required for the entire A&E Team) that contractor's attorney covers (see beyond general building fees as stated below) or 0.01% fee per page. Government fees, delivery costs (such as United Parcel Service charges), and the costs of specialized printing reproductions are not included in our fee. These items are reimbursable and will be shown separately on our invoice with a 10% coordination fee.

NOTE on Plan Check Fees: Reimbursement and fees shown here do not include Building Department or Plan Check Consultant fees, or any other fees not included in this scope. Scope of reimbursement does not include design of potential accessible up/down ramping to be required for the overall building and site outside the immediate project.

**EXHIBIT C**

**CITY COUNCIL POLICY 100-5**

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

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

BACKGROUND

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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

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It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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