



CITY COUNCIL AGENDA REPORT

MEETING DATE: JULY 16, 2013

ITEM NUMBER:

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE FAIRVIEW PARK WETLANDS BOARDWALK

DATE: JULY 3, 2013

FROM: PUBLIC SERVICES DEPARTMENT

PRESENTATION BY: ERNESTO MUNOZ, PUBLIC SERVICES DIRECTOR

FOR FURTHER INFORMATION CONTACT: FARIBA FAZELI, INTERIM CITY ENGINEER, (714) 754-5335

RECOMMENDATION:

1. Award a contract (Attachment 1) to David Volz Design, 151 Kalmus Drive, Suite M-8, Costa Mesa, CA, 92626 in the amount of \$124,895 for professional services for the Design of the Fairview Park Wetlands Boardwalk Project.
2. Approve Budget Adjustment No. 14-004 in the amount of \$124,895 (Attachment 2).
3. Authorize the Mayor and the City Clerk to execute the Professional Services Agreement and Budget Adjustment.

BACKGROUND:

The Public Services Department recently completed the Fairview Park Wetlands and Riparian Habitat Project. The project includes six acres of wetland ponds and streams, 17 acres of native habitat, and over two miles of recreational trails. The site was opened to the public on February 20, 2013.

On January 8, 2013 the City Council directed staff to proceed with the necessary steps to design and construct a boardwalk over and across the Wetlands and Riparian Habitat Project (Attachment 3) and identify potential funding sources for its construction.

ANALYSIS:

In coordination with staff from various departments in the City, a scope of work for the master planning of the proposed wetlands boardwalk was developed, and a Request for Proposals (RFP) was issued to qualified consultants. The scope of work under this contract requires that the selected consultant complete the necessary work to obtain required permits from local, state, and federal regulatory agencies, and develop plans, specifications, and estimates for the construction of the boardwalk.

In response to the City's RFP, six proposals were received on May 31, 2013. A panel of City staff has carefully reviewed the proposals and found that David Volz Design is well qualified to perform the required professional services. Proposals were reviewed for compliance with the City's Request for Proposals; project understanding and scope of work; related experience; experience of project team; and associated issues. During the evaluation process, David Volz

Design presented their firm as having a thorough understanding of the project; and, demonstrated substantial experience and technical ability to perform the outlined scope of work.

ALTERNATIVES CONSIDERED:

An alternative to this Council action would be to not award a professional services contract for the stated project and provide further direction to staff.

FISCAL REVIEW:

Funding for the design of this project is available from unencumbered Park Development Fund balances for the Recreation Use Concept Plans-Variou Properties Project (\$50,000), and the Fairview Park Improvement allocations (\$74,895) approved in prior fiscal years. The attached Budget Adjustment No. 14-004 in the amount of \$124,895 recognizes these allocations and appropriates them for this project.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Professional Services Agreement as to content and form.

CONCLUSION:

It is recommended that the City Council award the design services contract to David Volz Design, approve the attached Budget Adjustment No. 14-004 for \$124,895, and authorize the Mayor and the City Clerk to execute the Professional Services Agreement.

ERNESTO MUNOZ,
Public Services Director

FARIBA FAZELI,
Interim City Engineer

Attachments: 1 - [Professional Services Agreement](#)
 2 - [Budget Adjustment No. 14-004](#)
 3 - [Fairview Park Boardwalk Concept Plan](#)

Distribution: Chief Executive Officer
 Assistant Chief Executive Officer
 Finance/IT Director
 City Attorney
 City Clerk
 Staff
 File

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this __ day of July, 2013 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC., a California Corporation (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional services for the design of the Fairview Park Wetlands Boardwalk Project as more fully described in Consultant’s Proposal attached as Exhibit “A”; and

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

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

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, 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 Consultant’s Proposal, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and incorporated by reference. Consultant's total compensation shall not exceed One Hundred Twenty Four Thousand Eight Hundred Ninety Five Dollars (\$124,895.00).

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

2.3. Method of Billing. Consultant may submit invoices to City supervisor 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 as of the date the invoice is created. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a

period of twelve (12) months ending on June 30, 2013, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to four (4) term periods of one (1) year each.

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 as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars

(\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

David Volz Design
151 Kalmus Dr. Suite M8
Costa Mesa, CA 92629
Tel: 714-641-1300
Fax: 714-641-1323
Attn: David J. Volz, L.A.

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5291
Fax: 714-754-5028
Attn: Baltazar Mejia

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

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

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

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

6.9. Indemnification and Hold Harmless Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized

subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

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

March 14, 2013

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR THE INSTALLATION OF A BOARDWALK AT FAIRVIEW PARK, 2525 PLACENTIA AVENUE, COSTA MESA, CALIFORNIA

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the furnishing of professional services for the design of a boardwalk at Fairview Park, 2525 Placentia Avenue, Costa Mesa, California.

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

SCHEDULE OF EVENTS

DATE

1) RFP Issued	03/14/2013
2) Proposal Received by City	04/10/2013
3) Selection of Consultant	04/24/2013
4) Contract Award	06/04/2013
5) Kick-off Conference	06/10/2013
6) 70% Submittal	09/06/2013
7) 100% Submittal	12/10/2013
8) Final Submittal	02/12/2014

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

City of Costa Mesa Contact Person

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

RFP – Fairview Park Boardwalk

Required Copies of Request for Proposals on Due Date

Five (5) copies of the project proposal and one copy of the fee proposal must be received by the City not later than 3:00 p.m. on Wednesday, April 10, 2013. All proposals shall be delivered to:

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

Sincerely,



Fariba Fazeli, P.E.
Interim City Engineer

Attachments

- c: Ernesto Munoz, Public Services Director
- Bruce Hartley, Maintenance Services Manager
- Bob Knapp, Recreation Manager
- Bart Mejia, Senior Engineer

REQUEST FOR PROPOSAL (RFP) FOR THE INSTALLATION OF A BOARDWALK AT FAIRVIEW PARK, 2525 PLACENTIA AVENUE, COSTA MESA, CA

I. INTRODUCTION

Fairview Park in Costa Mesa encompasses 208 acres of open space consisting of bluffs, vernal pools, trails, native plant communities, constructed treatment wetlands, and wildlife. Current park uses include hiking, jogging, bicycling, bird watching, picnicking, flying model airplanes, and model railroading. A master plan for the preservation and planning of the park was approved by the Costa Mesa City Council in 1997 and revised in November 2002.

One of the elements of the Fairview Park Master Plan, the Fairview Park Wetlands and Riparian Habitat Project in the lower Fairview Park (Planning Areas A and C) was recently open to the public. The project included the construction of six wetland ponds and a water delivery system, 23 acres of native habitat and irrigation, almost two miles of trails including a twelve-foot wide multipurpose trail connecting Placentia Avenue to the Santa Ana River Bike Trail, and over one mile of decomposed granite trails. The success of this project prompted the addition of a boardwalk over the wetlands and native habitat.

The boardwalk would be approximately 1,300 linear feet and would afford the public a view of the functioning wetlands and its flora and fauna. The boardwalk would be constructed of wood and recycled lumber. The alignment, design, and construction will be carefully selected to highlight the different habitats and features while at the same time minimize the impact to the existing restored habitat. A copy of the preliminary concept for the boardwalk is attached for reference (Exhibit A).

A. **General Goals:**

The City of Costa Mesa is seeking a consultant with a strong background in urban park design that has successfully completed similar projects and has extensive experience in the design of parks in urban communities. The selected consultant will be responsible for the completion of construction documents, including the processing of permits through regulatory agencies (California Department of Fish and Game, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, County of Orange, etc.), utility companies, and the City's Building Division. The final set of construction documents must recognize the sensitivity and constraints of the project and will emphasize a top-down construction approach, if feasible, to minimize the construction impact.

B. **Minimum Consultant Qualifications:**

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

II. CONTENT OF PROPOSAL

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

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which the City should be made aware. The project approach shall contain clarifications or additional scope of work necessary for the successful completion of the project.
- B. A project team organization chart, identifying those who will perform the work, and a brief resume of each team member (including a list of similar-type projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main consultant.
- C. A list of similar projects that your firm has completed within the last five years. Information should include: project description, agency or client name, along with the person to contact and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- E. Fee proposal in a separately-sealed envelope containing the following:
 1. Cover letter stating the total lump sum fee.
 2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall list individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.
 3. In addition, the consultant is requested to include an amount of **\$5,000** in the fee schedule as a contingency to be used only as directed in writing by the City's PM.

Please submit five copies of the project proposal and one copy of the fee proposal.

III. CONSULTANT SELECTION COMMITTEE

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

- A. Produce a well-engineered set of plans, specifications and estimates (PS&E) that will result in a minimum number of construction contract change orders.

- B. Produce an innovative and detailed set of construction documents, which reflect field conditions, including existing restored habitats.
- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.
- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.

IV. ESTABLISHMENT OF FEES

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

V. PROFESSIONAL SERVICES AGREEMENT

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

VI. INSURANCE REQUIREMENTS

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

VII. SCOPE OF CONSULTANT SERVICES

A. Project Analysis and Review:

Analyze the project, perform field review and investigations, evaluate existing conditions, research existing plans and records, and meet with City staff to define the detailed project scope and objectives. Meet periodically with City staff and other agencies during the progress of the project for appropriate guidance and coordination (minimum six meetings). The consultant shall take notes during the meetings and prepare meeting minutes that shall be submitted to the City for approval within one week after the meeting.

Identify all project costs including, but not limited to, current and ongoing research, planning, design, implementation, management, and maintenance for the project. It is anticipated that the project will be funded by a combination of grants and City funds.

The selected consultant will be required to conduct all the necessary geotechnical investigations to completely design the project.

B. Utility Investigation/Coordination:

The consultant shall notify all the utility companies; obtain plans of all existing utility facilities; and identify and precisely locate all utilities (both underground and overhead) within the project limits, including mains, service lines, meter boxes, valve cans, irrigation lines, drain lines, channels, traffic signal conduit, etc.

The consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; determine elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project; and resolve any conflicts with utility companies.

The consultant shall obtain approval in writing from utility companies for any necessary utility work and clearance.

The consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures," enclosed herein (Exhibit D).

The consultant shall submit all utility correspondences to the City.

C. Design Survey:

A complete topographic survey was completed in January 2013 and is available in ACAD format. Consultant may propose additional surveying services as an additive item for the City's consideration and the reasons for its recommendation. If added, it must comply with the following requirements:

The consultant shall plot the project design survey on Mylar at a horizontal scale of 1" = 20', and detailed design surveys at a horizontal scale of 1" = 10'; reference all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on the drawings; provide centerline bearings with the basis of bearing referenced to one on a latest recorded tract or parcel map nearest to the proposed site; and provide stations that shall be based upon and begun at nearest existing street centerline stations.

The consultant shall provide the following minimum survey information:

1. Obtain permission from all the landowners where topographic surveying is needed.
2. Perform a topographic survey and prepare a 1" = 20' scale base map. The base map shall identify existing structures, utilities, roadways, trails, trees, etc., and other existing improvements within the project limits.
3. Provide typical cross-sections with existing elevations.
4. Extend the survey to minimum 100-feet beyond the project limits.

5. Show property lines and address numbers (50% screened), including City and County boundaries.
6. Show contour lines within the limits of the work and to 100 feet (minimum) beyond the grading limits to establish existing drainage patterns.
7. Attention to detail is essential. All existing improvements and features must be described and detailed on the plans.

In addition, the consultant shall establish existing Right-of-Way (ROW), property lines, and precise locations of any and all utility poles and lines and easements through the project limits. Notify the Project Manager at least five working days before performing survey work.

Deliverables:

1. Progress prints and final plan, stamped by a licensed surveyor.
2. CD containing all pertinent electronic files (ACAD files including cross references and fonts, survey data, etc.)

D. Geotechnical Investigation:

The selected consultant will be required to conduct all the necessary geotechnical investigations to design the project.

E. Plans:

1. The consultant shall prepare construction drawings containing title sheet, general note sheet, plan sheets, typical cross section sheets, and detail sheets for the project. The title sheet shall contain a vicinity map and location map for the project. Scale for plan and profile drawings shall be as follows: Horizontal: 1" = 20'; Vertical: 1" = 2'. Scale for detail drawings shall be as follows: Horizontal: 1" = 10'; Vertical: 1" = 1'.
2. The consultant shall plot typical cross sections on Mylar illustrating existing and proposed conditions. The typical cross sections shall include existing and proposed elevations, stations, percent cross slopes, labeling, other information as outlined in the above Design Survey Section, and other required information at the following scales: Horizontal: 1" = 10'; Vertical: 1" = 1'.
3. The consultant shall plot existing improvements in broken or screened lines and place existing elevations in parenthesis.
4. The consultant shall incorporate the following minimum information on plan views: ROW, property lines, existing trail improvements, and all existing structures (channels, ponds, fences, trees, plants, grass, walkways, pull boxes, and sprinkler systems).

F. Specifications:

Prepare complete project specifications including Special Provisions (including permits from other agencies) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City for incorporation into construction documents. A description for each bid item will be required.

G. Quantity and Cost Estimates:

Provide complete preliminary and final construction quantity and cost estimates for each one of the proposed phases. A preliminary estimate shall be provided at 70% and 100% complete submittals and a final estimate upon final submittal. With the final submittal, color-code one set of blue lines showing one color for each item of construction with dimensions, areas, quantities, and other items for each sheet, showing total quantities for each item on the first sheet. These quantities shall match the proposed final quantities. In addition, quantity takeoff sheets shall be provided by the consultant to aid the City during construction.

H. Construction Documents:

Plans and specifications shall comply with standard drawings and specifications of the City of Costa Mesa and other agencies as applicable.

All construction drawings shall be provided to the City on four mil thick, erasable Mylar sheets.

Prepare one Resident Engineer's file. The file must contain a minimum of the following: preliminary and final construction quantities with cost estimates and updates, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondence, geotechnical documents, survey and ROW information, and all other related correspondence. The consultant shall submit this file to the City in conjunction with the final submittal.

I. Project Document Submittal and Plan Information:

1. Project Initialization and General Requirements:
 - a. Develop Project Schedule and Staffing Requirements.
 - b. Locate electrical and irrigation POC's and initiate contact with the respective owners.
 - c. Submit Monthly Progress Reports to the City.
 - d. Participate in Periodic Meetings with City staff.
 - e. The City will provide all required City-issued permits free of charge for the design and construction of the project.
 - f. Any other permits required for the project shall be obtained by the CONSULTANT. City will pay any fees to the respective agencies.
 - g. Areas disturbed during the design and construction phases of this project must be restored to pre-existing conditions to the satisfaction of the Project Manager.
 - h. Fieldwork will be conducted Monday through Friday from 7:00 a.m. to 5:00 p.m. or as authorized by the City; however, it is recognized that early morning, late night or weekend work is envisioned by the project's scope. The City shall be

made aware of work conducted outside of normal hours prior to commencement of said work. No work will be conducted outside of normal hours without City approval.

- i. Ensure that the project is designed and engineered to provide and maintain positive drainage flow.
 - j. Ensure that standing/stagnant water is avoided due to vector concerns.
2. Preliminary Engineering – 70% Complete PS&E's:
- a. Conduct all approved topographic and property surveys and combine with available topographic surveys to create base maps for the project.
 - b. Conduct all approved geotechnical investigations necessary for the construction of the project.
 - c. The selected CONSULTANT shall review field conditions with respect to storm drain maps and irrigation plans provided by the City and report any configuration errors or inconsistencies to the City for clarification or correction.
 - d. Prepare Base Maps, Rough Grading Plan, haul routes, construction staging areas, and preliminary design, including color renderings (large format display board and electronic format) of the proposed boardwalk. A minimum of two alignments are to be included with this submittal.
 - e. This submittal must include all the proposed improvements, construction notes, and as many details as possible. All work must comply with applicable ADA requirements and industry standards.
 - f. Identify the area to be disturbed and quantify the types and number of plants that will need mitigation.
 - g. Presentations to elected and appointed boards will be scheduled during this phase. The selected consultant will prepare the PowerPoint presentation, present the work, respond to questions, document all comments received and incorporate revisions.
3. Preliminary Engineering – 100% Complete PS&E's:
- a. CONSULTANT shall address any comments from the City or other agencies generated from the 70% submittal.
 - b. Based on the input received from the previous submittal, complete the design and prepare final PS&E's.
 - c. Submit construction documents, including structural calculations and geotechnical reports, to the City of Costa Mesa Building Division and to other agencies and utility companies for review and to obtain preliminary approvals.
 - d. Submit draft Storm Water Pollution Prevention Plan (SWPPP) in compliance with local, state, and federal requirements.
4. Preliminary Engineering – Final PS&E's:
- a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
 - b. Submit final set of PS&E's (printed and electronic formats) complete with the necessary instructions and details to carry out the work. The final set of plans shall be printed on reproducible Mylar with each sheet stamped and signed.
 - c. Submit final construction permits.
 - d. Submit final SWPPP.

5. Deliverables:

The CONSULTANT shall provide the City with the following:

- a. Progress plan check submittals, in addition to the printed copies submitted for this phase; all plans and reports must also be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
- b. The final construction and environmental documents, and supporting calculations, in addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
- c. Approved permits.

VIII. CITY RESPONSIBILITIES

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

IX. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSALS

Each consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful consultant engineer of the obligations to carry out the provisions of the contract.

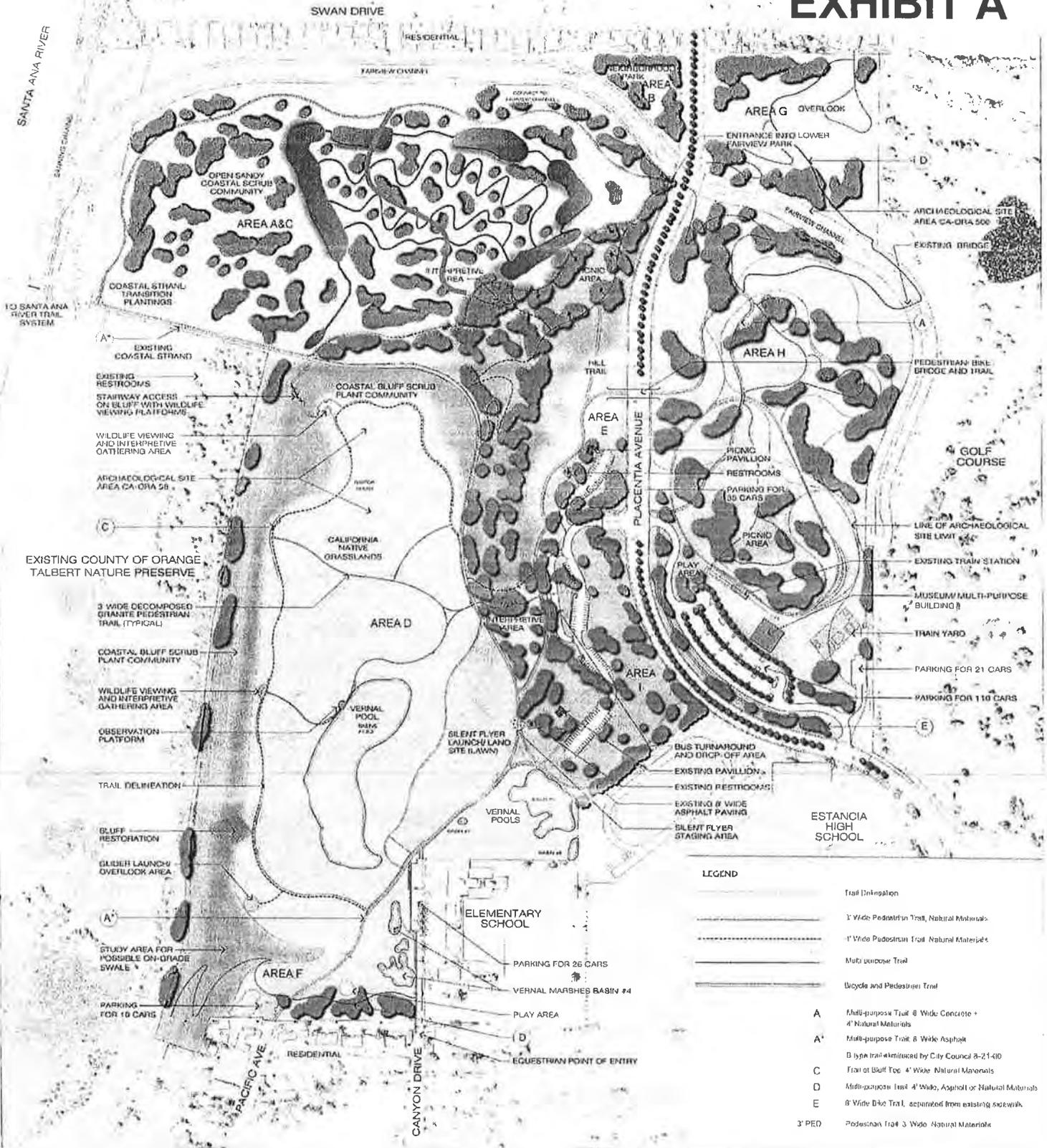
X. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. 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 respondent. 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, which may be incurred by the respondent. All proposals and documents submitted to the City of Costa Mesa become the City's property for its own use as deemed necessary.

XI. SUMMARY

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. It is the intent of the City to select a consultant and award a contract. All insurance documents must be submitted and approved prior to the award of the contract.

EXHIBIT A



PROPOSED BOARDWALK

MASTER PLAN

FAIRVIEW PARK CITY OF COSTA MESA

Approved by City Council March 1998
 Revised February 2001
 Revised again November 2002

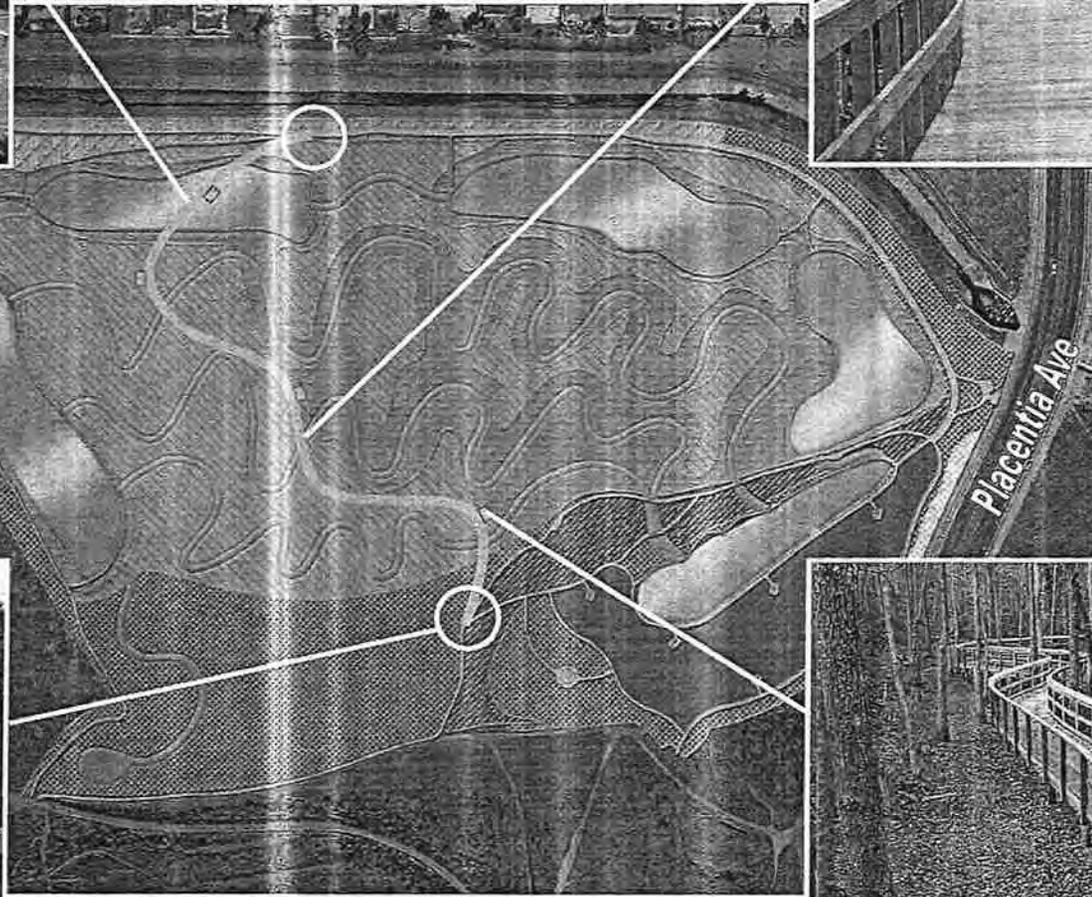


Pond Overlook

Fairview Park Wetlands and Riparian Habitat Boardwalk



Meandering Path



Placencia Ave



Approach Ramp



Observation Deck

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a California _____ (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contract to _____ as more fully described in Consultant’s Proposal attached as Exhibit “A”; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, 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 Consultant’s Proposal, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and incorporated by reference. Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00). Consultant shall devote xxx hours of staff time to complete the Project.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or in an amount exceeding \$____.00 unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City supervisor 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 as of the date the invoice is created. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed; the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months ending on _____, 20____, unless previously terminated as provided

herein or as otherwise agreed to in writing by the parties. Paragraph 4 can simply be modified to provide receiver will secure a separate certificate and funding for any fees awarded...prior to discharge of the receiver

for up to four (4) term periods of one (1) year each.

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 as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

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

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

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

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48

hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5156
Fax: 714-754-5330
Attn: _____

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 "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

6.9. Indemnification and Hold Harmless Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action,

complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

any reasonable assistance and cooperation which City might require.

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

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

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

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

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

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

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

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

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

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

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

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

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent

jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,
A municipal corporation

City Manager of Costa Mesa

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
FEE SCHEDULE

EXHIBIT C
PROJECT SCHEDULE

EXHIBIT D

CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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

EXHIBIT C

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

06/29/12

PRODUCER F Long Beach, CA 90807 C	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE COMPANY A Travelers Property Casualty Co COMPANY B National Union Fire Ins. Co. COMPANY C COMPANY D
INSURED Long Beach, CA 90806-6806	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	P6305290C987 EXCLUDES PROFESSIONAL LIA NO DEDUCTIBLE/SIR OCCURRENCE FORM INCLUDES CROSS LIA	07/01/12	07/01/13	BODILY INJURY OCC	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY AGG	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE OCC	\$
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPER CONTRACTUAL				PROPERTY DAMAGE AGG	\$
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS				BI & PD COMBINED OCC	\$ 1,000,000
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE				BI & PD COMBINED AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> PERSONAL INJURY				PERSONAL INJURY AGG	\$ 1,000,000
	AUTOMOBILE LIABILITY				P8105290C987 NO LIA DEDUCTIBLE/SIR	07/01/12
<input checked="" type="checkbox"/> ANY AUTO	BODILY INJURY (Per accident)	\$				
<input checked="" type="checkbox"/> ALL OWNED AUTOS (Private Pass)	PROPERTY DAMAGE	\$				
<input checked="" type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger)	BODILY INJURY & PROPERTY DAMAGE COMBINED	\$ 1,000,000				
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input type="checkbox"/> GARAGE LIABILITY						
B	EXCESS LIABILITY	BE23315120	07/01/12	07/01/13	EACH OCCURRENCE	\$ 25,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC4321233 -CALIF INCLUDES USL&H	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE - POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: Fairview Park Wetlands and Riparian Habitat Project. Additional Insured Endorsements attached.

CERTIFICATE HOLDER

COSTA-3

City of Costa Mesa
 Public Services/Engineering
 Attn: Baltazar Mejia
 P.O. Box 1200
 Costa Mesa, CA 92628-1200

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~NOTIFY~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT ~~NOT~~ SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured" with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but:
 - a. Only with respect to liability because of "bodily injury" or "property damage" arising out of "your work" for that additional insured performed by you or for you; and
 - b. Subject to any limitations in the written contract regarding the scope of the additional insured status.

This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract and then only for the period of time required by the contract, but in no event beyond the expiration date of the policy.
2. The Limits of Insurance provided to such additional insured shall be:
 - a. The limits which you have agreed to provide; or
 - b. The limits shown on the Declarations whichever is less.
3. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
4. This insurance does not apply on any basis:
 - a. To any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. To any person or organization who distributes or sells "your products" in the regular course of its business.
 - c. To any person or organization from whom you have acquired any products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - d. To any manager or lessor of premises with respect to liability arising out of the ownership, maintenance, or use of that part of any premises leased to you.
 - e. To any lessor of leased equipment.
 - f. To any architect, engineer or surveyor for injury or damage arising out of:
 - (1) The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (2) Supervisory, inspection or engineering services.

ADDITIONAL INSURED -- PRIMARY AND NON-CONTRIBUTORY:

City of Costa Mesa, its elected and appointed boards, officers, agents and employees

POLICY NUMBER: P8105290C987

COMMERCIAL AUTO
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

Person or Organization:

City of Costa Mesa, its elected and appointed boards, officers, agents and employees

EXHIBIT D

CITY OF COSTA MESA UTILITY COORDINATION PROCEDURES

1. City's consultant ("Engineer") shall obtain all available information on the location, depth, material, and size of all facilities from all utility companies (Cable Television, Electric, Telephone, Gas, Sewer, Water, Reclaimed Water, etc.) having utilities within the project limits. Each utility company should assign a project representative at this time and be advised of the name of the City's Project Manager, and "Engineer."
2. With this information, "Engineer" shall develop preliminary plans showing precise alignment/location of existing improvements and utilities, and proposed improvements.
3. Three (3) prints of the preliminary plans shall be submitted by the "Engineer" to each utility company that owns facilities within the project limits.
4. Each utility company should field investigate their own facilities as to precise horizontal and vertical location, including abandoned facilities, record all pertinent information on all sets of prints, and return two (2) sets to the "Engineer" (third set of prints to be maintained by the utility company for their records).
5. With communications kept open with each utility companies project representative and the City, the "Engineer" shall proceed with the design of the project making every practical attempt to avoid conflicts with all utility facilities. This phase is to include all discussions and final decisions on design methods and relocation requirements.
6. Upon completion of a design showing proposed alignment and grades, and with the authorization of the City, "Engineer" shall submit (2) sets of blueprints stamped "approved for Utility Relocations" to each utility companies project representative highlighting all conflicts along with a schedule for construction of the project.
7. Each utility company will promptly review the plans for conflicts and proceed immediately with the design of relocations. The utility companies project representative will notify the "Engineer" in writing of the schedule for the relocations.
8. If any revisions are implemented as a result of the above discussion, "Engineer" shall promptly submit revised plans to all utility companies whose facilities may be affected by said revisions.
9. All relocations shall be designed and scheduled prior to the bid advertising date of the City's project, and so as to complete the relocations prior to the "Begin Construction" date of the City's project. All costs incurred by the City due to utility company negligence and/or due to delays determined to be caused by utility company's relocation of their facilities will be billed to the utility company involved.
10. All utility companies are required to obtain permits from the City of Costa Mesa, Department of Public Services, for proposed work in the public right-of-way. The City's Project Manager will be responsible for reviewing the plans and/or type of work prior to the issuance of the permit.

UTILITIES CONTACT LIST - 6-26-06

Mr. Bob Chenowith
Orange County Sanitation District
P.O. Box 8127
Fountain Valley, CA 92728-8127
(714) 962-2411; (714) 593-7318 (Direct)
Fax (714) 962-5018
(714) 593-3301 (24 hr)
bchenowith@ocsd.com

Mr. Robin Hamers (*Inter-Office Mail*)
Costa Mesa Sanitary District
234 East 17th Street, Suite 205
Costa Mesa, CA 92627
(949) 631-1731
Fax (949) 548-6516
rbhinc@pacbell.net

Mr. Mark Pelka (*Inter-Office Mail*)
Mesa Consolidated Water District
1965 Placentia Avenue
Costa Mesa, CA 92627
(949) 631-1291
Fax (949) 574-1035
(949) 631-1200 (24 hr.)
markp@mesawater.org

Mr. Kieran Callanan
Metropolitan Water Dist. of So. CA
The Civil Engineering Substructures Section
P.O. Box 54153
Los Angeles, CA 92254-0513
(714) 577-5084
(213) 217-6704 Fax
(626) 844-5610 (24 hr)
kcallanan@mwdh2o.com

Mr. Chuck Steinbergs
Orange County Water District
P.O. Box 8300
Fountain Valley, CA 92728-8300
(714) 378-3248; 378-3229 (Direct)
Fax (714) 378-3373
(714) 378-3239-3240 (24 hr)
steinbergs@ocwd.com

Mr. Malcolm Cortez
IRWD
15600 Sand Canyon Ave.
Irvine, CA 92718
(949) 453-5300/5595 (Direct)
Fax (949) 453-5354
(949) 729-7300 (24 hr stand-by pager)
cortez@irwd.com

Mr. Donald Beckermann
Construction Manager
Verizon Business
115 W. Palmetto Drive
Pasadena, CA 91105-2511
626-666-3537
Fax 626-666-3540
Don.beckermann@verizonbusiness.com

Mr. Lee Arnold
XO Communications
1924 Dere Avenue, Suite 110
Santa Ana, CA 92705
(949) 417-7762 (Direct)
Fax (949) 417-7730
(800) 546-5283 (24 hr)
lee.arnold@xo.com

Mr. Ryan Vergara
Southern California Edison Company (Planning)
7333 Bolsa Avenue
Westminster, CA 92683
(714) 895-0242
Fax (714) 895-0188
(800) 611-1911 (24 hr)
ryan.vergara@sce.com

Mrs. Kimberly Gurule
Southern California Edison Company (Base Maps)
Building D
P.O. Box 11982
Santa Ana, CA 92711-1982
(714) 796-9932
Fax (714) 796-9999

Ms. Rosalyn Squires
Southern California Gas (Transmission)
Mailing: 2300 M/L SC 9314
Chatsworth, CA 91311-2300
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Mr. Dave Baldwin
Southern California Gas Co.
P.O. Box 3334, SC8321
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dbaldwin@semprautilities.com

**RESPONSE TO REQUEST FOR
PROPOSAL/SCOPE OF SERVICES**

PROPOSAL

City of Costa Mesa

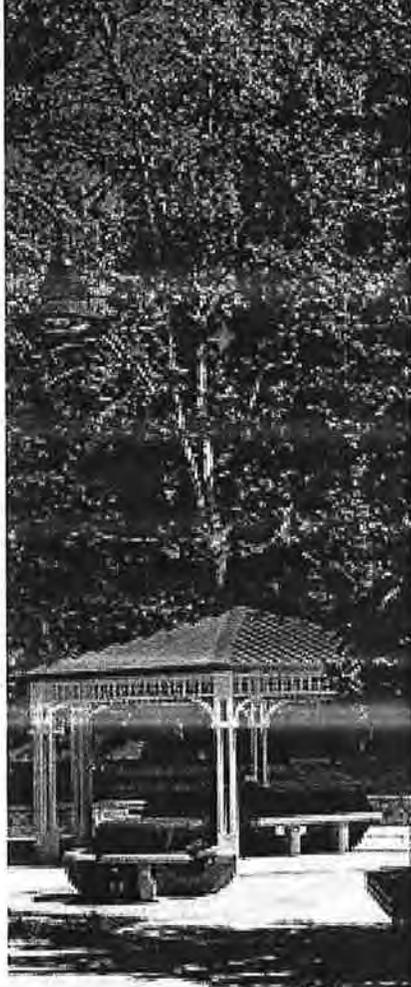
April 10, 2013

David Volz Design

151 Kalmus Drive, M8
Costa Mesa, CA 92626
Phone: 714-641-1300
Fax: 714-641-1323
dvolz@dvolzdesign.com

Installation of a Boardwalk at Fairview Park

Washington Street Park
City of Diamond Bar



Castaways Park, City of Newport Beach



Los Rios Park, City of San Juan Capistrano



April 10, 2013



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

www.dvolzdesign.com

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fax 714.641.1323

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
phone 760.580.5165
fax 760.564.0369

RE: Installation of a Boardwalk at Fairview Park

Dear

Fairview Park Wetlands, since its opening last year, has attracted thousands of visitors to this end of the park. A new boardwalk across the wetlands would give the community a chance to see, up close, the working wetlands that the city has created.

David Volz Design is very interested in providing the design services for the boardwalk, a boardwalk that offers a unique visitor experience. We will include interpretive and educational elements, an on the ground site routing scheme and insightful placement of observation decks to further enhance the "walk-over-the-wetlands" experience.

The boardwalk's engineering and details will be carefully designed to minimize disturbance to the new habitat. Small foundations and controlled materials delivery will be specified in our construction documents. As some disturbance to the existing vegetation is inevitable, we will prepare mitigation documents and work with the USFWS to obtain permits for the work and the mitigation measures. Finally, we will be on site to provide guidance and interpretation of the construction documents while the construction is underway.

For this broad scope of services we will bring along a team of experts to ensure a successful project.

Design Lead/Project Management/Landscape Architect -	David Volz Design
Engineering/Permitting/Restoration -	Dudek
Graphics/Interpretive Signs -	Scott Brown
Geotech Engineering -	LGC
Survey Mapping -	CNC

This DVD team is ready to deliver a special boardwalk experience that compliments the great wetland project the city has created. We envision an exciting and enticing walkway that will invite the community to experience the wetlands close up - an experience that will be worthy of many trips through this interesting environment.

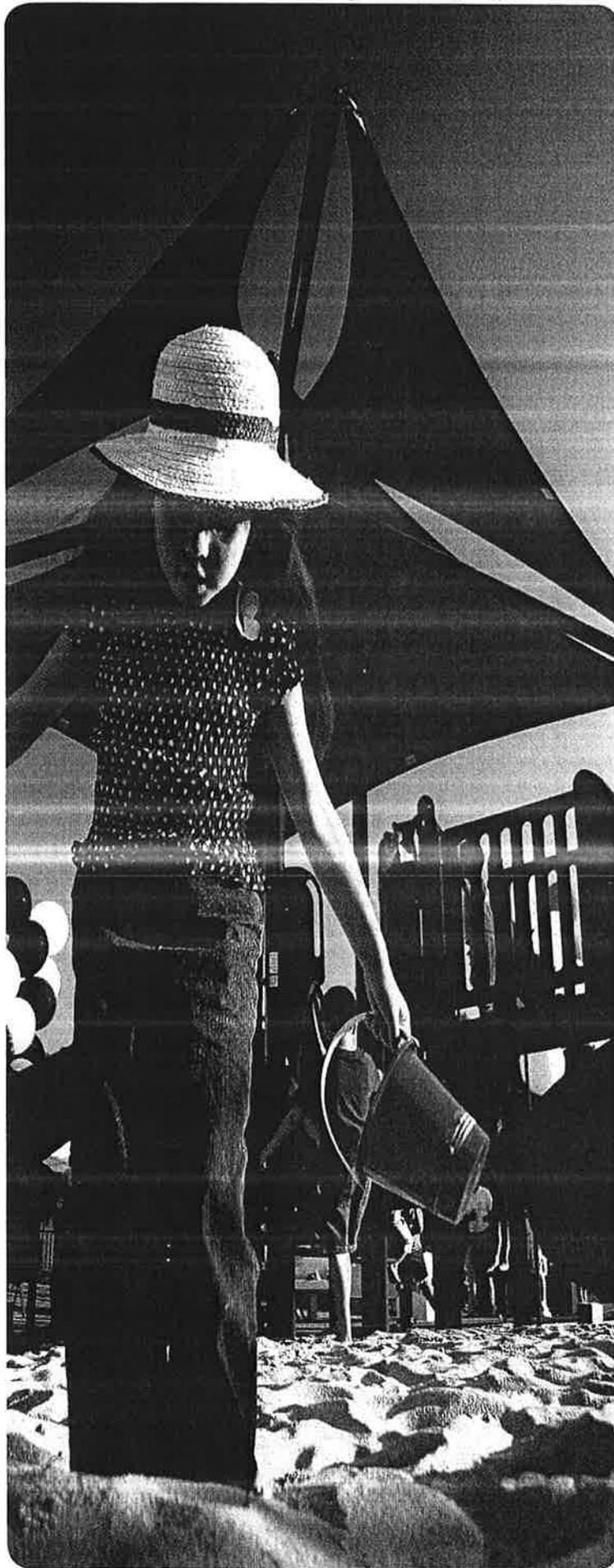
My firm and I look forward to working with you and the city on this important and exciting project.

Very truly yours,

DAVID VOLZ DESIGN

David J. Volz, R.L.A. # 2375
LEED Accredited Professional, QSD/QSP

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Fee (Under Separate Cover)

PROJECT UNDERSTANDING

UNDERSTANDING

Boardwalk Installation - Fairview Park

City of Costa Mesa

The Fairview Park Wetlands Project has peaked the public's interest in the north end of the park. The native habitat and the water treatment elements are very popular with the many visitors who use the park. A boardwalk that transects the various wetland elements, that provides interpretation of the system that has been built, and that allows for opportunities to view the wildlife would be a great addition to the project.

David Volz Design proposes to provide the layout and engineering for the boardwalk. Our team of park designers will focus on providing an enhanced user experience. We will design an interesting series of walkways and observation decks that will deliver the story of the wetlands and the environment that is being created within this new riparian habitat.

The boardwalk routing will allow for a through passage across the constructed project. The alignment identified in the RFP will be examined and perhaps adjusted to ensure that an interpretive and learning opportunity can be best presented. DVD along with our partners at Dudek will develop an appropriate overview of the mechanical and natural systems that are at work to nurture and grow this new and exciting riparian corridor. We envision the boardwalk to be elevated above the lower story plants and shrubs, a walkway that meanders around trees, that connects a series of well placed observation platforms that offer close up viewing of the wetlands and the wildlife.

The boardwalk routing will be designed based upon in the field observations with hand held GPS mapping equipment. The objective of the boardwalk layout will be to bring the public to some interesting overlooks, past the many micro environments and across the engineering feat that feeds the wetland's habitat. Our in the field routing will also allow for careful avoidance of the most sensitive areas, opportunities to zig-zag through the emerging trees, and to identify the best view points for observation areas along the route.

The restoration specialist and environmental planners at Dudek will help to identify the route plan for the least disturbances of the existing wetland and work with the USFWS to define appropriate mitigation measures to minimize or replace any disturbed areas. As the board-



walk will require disturbance of the wetland habitat, our design team will provide for the design of riparian restoration downstream from the project area as a part of this proposal. We know that there will be construction disturbance areas and a shade foot print to mitigate. Our team will help the city determine the ideal mitigation measures for enhancement of the project.

As for the boardwalk structure, our team is proposing a low impact footing system with post and beam structural elements under a closely framed rafter system with a recycled planking walking course. Our engineers will design the system for a minimal disturbance footprint and for pre-construction of the deck and underlayment elements. Once the large timber framing is in place the rest of the boardwalk and deck system will be modular and installed in a drop-in place from the top fashion to further minimize disturbance to the wetlands.

Interpretive signage elements and text will be developed by our environmentalist and design professionals. Graphics will be prepared by Scott Brown. Mr. Brown prepared interpretive graphics for the wetlands story that appeared on the O.C. Register. The signs we envision include "you-are-here" type signs on an interpretive map, perhaps five flora or fauna educational signs, and a short narrative of the wetland's mechanical and natural systems at each of three anticipated observation platforms. The sign concept and storyline will be developed and, once approved, camera ready art in the style Mr. Brown has developed will be prepared for installation at the project.

Construction period services will be an important element of the quality assurance the DVD team will provide. We will provide frequent on site observations by our designers, engineers and restoration specialist throughout construction. A final walk-through and punch list will be prepared identifying any noted deficiencies in the work. We will also provide ongoing monitoring to meet any mitigation requirements of the project permits.

UNDERSTANDING

Boardwalk Installation - Fairview Park

City of Costa Mesa



Boardwalk overview from southerly bluff

DUDEK SCOPE OF WORK

Dudek Engineering is DVD's design partners for several aspects of this project. They will provide civil and structural engineering technical support, and habitat restoration design and consulting services to support the work being provided by David Volz Design. Services and optional services are described herein:

Task 1: Design Assistance and Civil/Structural Engineering Support

Dudek will provide design support and consultation to David Volz Design in order to assist with the design of the boardwalk and in detailing of the boardwalk construction. Dudek will provide civil and structural engineering design review, and technical input to assist with the finalization of the boardwalk construction details, including framing and evaluation of post supports for the boardwalk construction. Dudek will include field review and GPS'ing of existing site elements and features, including major tree locations, creek crossings and other significant site elements that need to be preserved in relation to the boardwalk improvements. Dudek will "ground-truth" the City's proposed boardwalk alignment, in order to work around the elements that need to be preserved/avoided during the boardwalk construction. Dudek will provide final field flagging of the adjusted boardwalk alignment so that CNC, inc. can provide land surveying as the final topographic base data for the preparation of the construction documents. Dudek will also help locate key elements of interpretive value for location and placement of interpretive signage and viewing areas along the boardwalk.

Task 2: Resource Agency Permitting & Preparation of Habitat Mitigation Monitoring and Reporting Plan

Dudek permitting staff will provide resource agency permitting coordination. Dudek will prepare and submit permit applications and will coordinate with the resource agencies during the permit application process. Dudek assumes that permit approval will be required from the U.S. Army Corps of Engineers (ACOE), the California Department

of Fish & Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB). It is assumed that no additional storm water reports would be required. As part of the permitting process Dudek will prepare a Habitat Mitigation Monitoring and Reporting Plan (HMMRP Mitigation Plan), which will be a written report document with supportive graphics/figures, to address the anticipated impacts and to meet the mitigation/revegetation requirements necessary to compensate for the environmental effects to the existing mitigation area, associated with the proposed boardwalk improvements.

Task 3: Preparation of Boardwalk Revegetation Construction Documents

Dudek will assist with the preparation of the revegetation construction documents for the boardwalk and the mitigation/revegetation areas. The construction documents will conform to the design intent for the mitigation program as outlined in the HMMRP Mitigation Plan, as well as the permitting documents. This scope of work will include project management coordination with the City, David Volz and Dudek staff, for consistency with the mitigation guidelines and for compliance with the resource agency permit requirements.

This task includes preparation of boardwalk mitigation/revegetation construction documents including, site demolition and preparation plans, planting plans, seeding plans, as well as planting and irrigation legends, notes and details. Dudek will prepare mitigation/revegetation plans for the revegetation areas associated with the construction of the boardwalk and to serve as mitigation for project impacts.

Dudek will prepare site preparation plans which will outline all site demolition and site preparation measures necessary to prepare the areas to receive the specified revegetation treatments. The plans would show plant materials to be preserved in place, plant material to be removed and all necessary site work required to prepare the areas for the proposed revegetation/mitigation treatments. The plans would also specify any soil amending recommendations (i.e. based upon soils analysis recommendations) in order to remediate the soil for planting and seeding where necessary.

SCOPE

Boardwalk Installation - Fairview Park

City of Costa Mesa

SCOPE OF SERVICES

David Volz Design proposes to provide the following planning services to the City of Costa Mesa for the Fairview Park Boardwalk Project. Our team is well versed in the development of inspired improvement plans for important community parks. DVD and our design partners will develop plans to address the conceptual design elements envisioned for this project. Dudek's scope of work follows. The following services are proposed:

TASK 1 – Project Analysis and Base Map Preparation

- 1.01 Background Research
 - a. Collect available data + maps (city GIS data)
 - b. Meet with city public work's personnel
 - c. Verify general boardwalk routing scheme
 - d. On-site GPS mapping of precise alignment
 - e. Determine locations for observation decks
 - f. Prepare photo graphic log of route
- 1.02 Meeting with city staff to review work to date and mitigation options

TASK 1 MEETINGS + DELIVERABLES

1. Review meeting(s) with city staff
2. Project area topographic survey
3. Project base map

TASK 2 – Design Development and 70% Submittal

- 2.01 Prepare design development package
 - a. Boardwalk layout and elevations
 - b. Typical construction details
 - c. Specification of major materials
 - d. Provide cut sheets for selected major materials
 - e. Conceptual sign graphics preparation

TASK 2 MEETINGS + DELIVERABLES

1. Meeting with city staff (two anticipated)
 - a. Design development and 70% submittal
 - b. Typical construction details
 - c. Cut sheets for selected materials
 - d. Conceptual sign graphics



Steve Brown's Graphic

TASK 3 – Construction Document Preparation

- 3.01 Prepare construction documents (100%)
- 3.02 Finalize interpretive signs and graphics
- 3.03 Prepare construction budget estimates
- 3.04 Constructability and value engineering review

TASK 3 MEETINGS + DELIVERABLES

1. City staff review
2. Construction documents for review
3. Budget Estimate for construction items

TASK 4 – Final Construction Documents

- 4.01 Final construction documents
- 4.02 Update budget estimate
- 4.03 Electronic files

TASK 4 MEETINGS + DELIVERABLES

1. Final construction documents
2. Electronic files

TASK 5 – Construction Period Services (optional)

- 5.01 Bidding Assistance
- 5.02 Construction observations and plan interpretation
- 5.03 RFI review and information responses
- 5.04 Final construction punch list development
- 5.05 Mitigation monitoring

TASK 5 MEETINGS + DELIVERABLES

1. City staff meetings
2. Site review meetings
3. Mitigation monitoring as needed

PROJECT TEAM

FIRM INFORMATION



David Volz Design (DVD) is committed to the creative design of outstanding public spaces. We develop landscapes, parks, sports fields and streetscapes to meet the specific needs of their communities. DVD designs special environments for those who seek recreation in a beautiful setting: wonderful natural environments for those who are simply looking for respite, and for those who pursue recreation and competitive athletic endeavors on the playing field. Our firm capitalizes on what the site and nature has to offer. For all of our commissions, we work to enhance the site's use, working within environmentally sound parameters while taking full advantage of the site and its surroundings to best service the community's needs.

Ever mindful of our role as stewards of the land, DVD's design philosophy includes careful consideration for realistic maintenance requirements and construction cost parameters. Our company also has the knowledge and understanding of the importance of protecting the environment not only to protect our resources but for our health and future generations. **DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer and Practitioner (QSD/QSP) company.** We understand the commitment we have to the public to deliver quality projects that offer a high return for the public funds invested; projects that can be maintained and deliver a lifetime of service to the communities they are built for.

Our philosophy also embraces any opportunity to interact with the public to create environments that meet their needs. This proven outreach has often been the catalyst for many of our most successful projects and allows us to seek inspiration that leads to creative and innovative solutions.

Parks and greenspaces designed by our firm have received awards and accolades from community groups, civic organizations, the American Public Works Association, the California Parks and Recreation Society and the National Recreation and Park's Society. In fact, last year two of our park projects won the Award of Excellence from CPRS — the highest award given in their categories.

DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
dvolz@dvolzdesign.com | Founded in 1997 | SBE

Phone: 714-641-1300
Fax: 714-641-1323

Contact: David J. Volz, Principal
dvolz@dvolzdesign.com

DVD PLANS, DESIGNS + MANAGES THESE PROJECT TYPES:

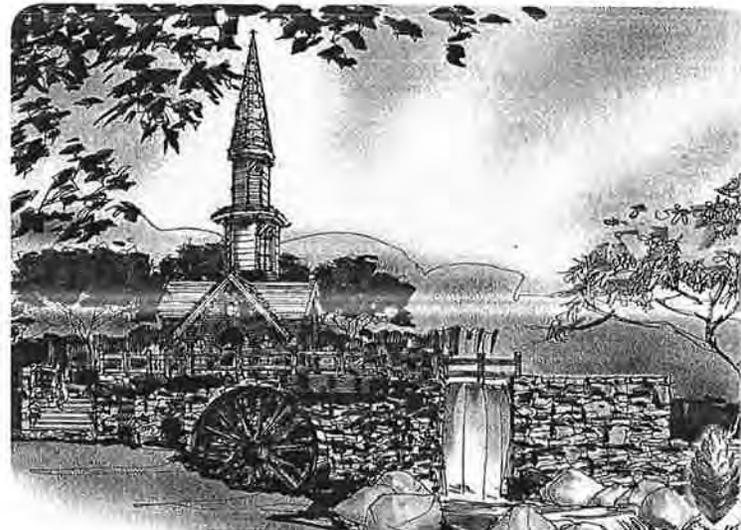
- Demonstration gardens, mitigation + restoration landscapes
 - Nature parks, interpretive gardens + wilderness camps
 - Streetscape development + redevelopment
 - Community, neighborhood + mini-parks
- Facility master plans + feasibility studies
 - School fields + campus planning
 - Irrigation renovation + redesign
 - Design guidelines + standards
 - Sports parks + stadiums
 - Grant applications



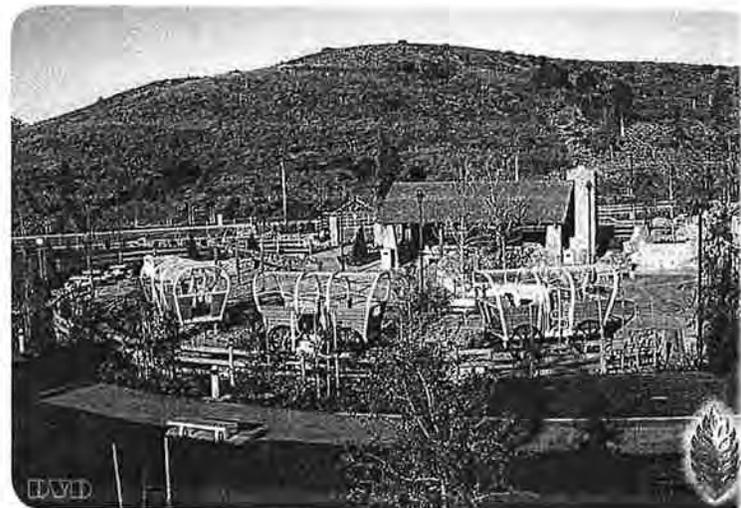
LEED Accredited

"DVD continues to build its reputation on creativity and service in the design of outstanding public spaces. We strive to create the highest quality environments for our clients' communities and neighborhoods. We work with public agencies and the people they serve to develop innovative landscapes of outstanding beauty."

David Volz, President
LA, LEED AP, QSD/QSP



Heritage Island Park, Cerrito



Pioneer Road Park, Tustin



PROJECT TEAM

DVD
David Volz Design
Landscape Architects and Park Planners



Our creative designers have the background and expertise to deliver outstanding Landscape Architecture services for the City of Costa Mesa's Park Projects. For this work, we have assembled a highly qualified team of landscape architects and specialized design consultants.

DVD WILL DELIVER:

CREATIVITY - We will provide you with unique and innovative solutions which will meet and exceed the expectations of the city. The project designs we put forward will creatively address the sites' development requirements, sustainability, the unique relationship to the nearby neighbors, program priorities, accessibility and recreation balance; all in a fun and stimulating park environment!

COMMUNICATION - DVD will continually keep you and your staff informed from the start and throughout all the projects' phases. Communication will be consistent and clear with all parties through completion of project.

EXPERIENCE - DVD will provide a design team that has a history of working successfully with cities as an extension of Staff and providing project design and coordination in the development of dozens of award winning parks.

INTEREST IN YOUR PROJECT - DVD is ready to take on your refurbishment and new park projects and bring them to successful completion. DVD is focused on delivering outstanding public facilities to communities throughout California. We have a special interest and history with Costa Mesa's parks. Our team is dedicated to the success of your boardwalk project!

David Volz Design looks forward to continuing a long relationship with the City of Costa Mesa. We are committed to delivering high quality services, designs, reports, documents, and support to the City. The DVD key team members are experienced and talented professionals and they will be supported by a team of licensed landscape architects, several very capable designers, sub consultants, and support staff.



Admiral Kidd, Long Beach



Cerritos School Park, Glendale

PROJECT TEAM

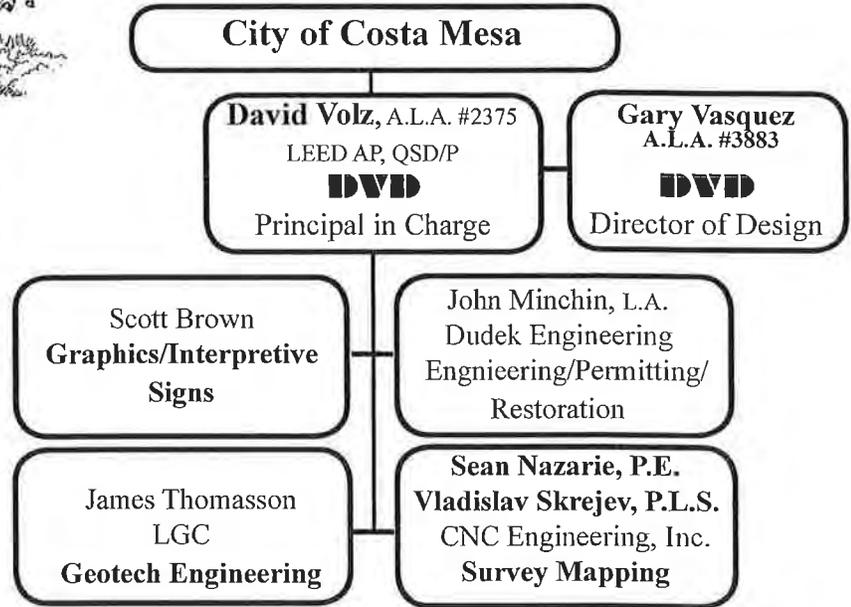
STAFF + AVAILABILITY

DAVID VOLZ DESIGN

Your key team members will be David Volz as Principal in Charge, Gary Vasquez as Director of Design. We also have on our team professional subconsultants in Dudek Engineering, CNC Engineering, Scott Brown for our Graphic Design and LGC for our Geotech Engineering. The core team and design professionals will remain available to the project as assigned from start-up through project constructional completion.



PROJECT TEAM MEMBERS



David Volz, ALA # 2375, LEED Accredited Professional, **Principal in Charge**, has over 30 years of experience in the design of successful public landscapes and parks. He will be the director of this project. He has managed the master planning of hundreds of parks and recreational facilities. He has experience in the process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. A strong asset to Mr. Volz's management style is his approach to community outreach. He has a proven method of bringing the community into the design process where fostering sense of ownership is integral to DVD's park design program. His past experience includes numerous community defining park developments in dozens of cities. This work includes the CPRS Award winning Bell Gardens Sports Park, the Laguna Hills Community Center Park, Los Rios Park in San Juan Capistrano, Stanton's Veteran's Memorial and several other award winning park projects in cities and counties statewide.

Gary Vasquez, ALA # 3883, **Director of Design**, has more than 20 years of experience in landscape architecture. He will work under the direction of David Volz providing creative design solutions to the challenges and opportunities that arise. His innovative and thoughtful designs will prove to be a great asset for your project. Mr. Vasquez has provided high quality project management on many of our firms' most successful and highly acclaimed park projects. His recent projects include project management, design, construction drawings and construction oversight for George Washington Park in Anaheim, Ford Park in Bell Gardens, Bryant Ranch in Yorba Linda, Dateland Park and Bagdouma Park in Coachella, and landscape plans for several projects including the APWA/CPRS award winning Bell Gardens Sports Park. In addition, the Los Rios Park he designed in San Juan Capistrano won the CPRS Award of Excellence along with the 2010 APWA Planning Excellence Award.

Sub-consultants:

John Minchin, LA, of Dudek Engineering, Inc. - A specialist in habitat restoration will be in charge of Engineering, Permitting and Restoration. DVD has worked with Dudek Engineering on other restoration projects for nearby cities.

Dudek Information

Dudek is a leading mid-sized California engineering and environmental firm that helps clients design, plan, permit, manage, and construct projects involving natural resource management, infrastructure development, and regulatory compliance. For 30 years, municipal agency and land development clients have relied on Dudek to deliver practical, implementable, and cost-effective solutions for engineering and environmental projects. We are a California-based firm focused on California clients and projects. Dudek is a California Corporation founded in 1980, headquartered in Encinitas, California with nine additional offices including a local office in Orange County.

CIVIL ENGINEERING

Dudek engineers have been planning, entitling, and designing land development and infrastructure projects in Southern California. Our palette of services includes complete life cycle support of projects, from due diligence and constraints analysis, tentative mapping and technical study preparation, final design, documentation, and permitting, through construction management, inspection, environmental compliance, and facility management.

Dudek project managers understand the importance of adhering to tight regulations, aggressive schedules, and narrow budgets, how to navigate and comply with conditions of approval to design projects that are the most technically practical, regulatory realistic, and economically viable for our clients. Dudek offers LEED accredited staff that are trained in creating environmentally sensitive and low-impact design that accomplish the desired results and produce sustainable infrastructure.

Dudek engineers specialize in the following areas:

- Site plans and preliminary engineering design
- Surface water and Storm water drainage – hydrology and hydraulics
- Environmental Compliance – Storm Water Pollution Prevention Plans (SWPPP's), Water Quality Management Plans, Dust Control Plans, Erosion and Sediment Control
- Grading – mass, rough, and precise
- Environmental constraints analysis – slopes, drainage, geology
- Mapping – tentative and final parcel and tract maps
- Transportation – paved roads, all weather access (unpaved) roads, pedestrian
- Infrastructure – water, sewer, stormdrain systems design and modeling
- Plan Checking, Peer Reviews, and Value Engineering

Through in-depth understanding of local and California regulations and depth of project experience, Dudek's professionals provide creative and successful solutions for projects by balancing regulatory mandates and technical requirements within financial and scheduling constraints

FIRM FEATURES

- Founded in 1980, more than 300 multidisciplinary employees
- Employee owned, financially stable
- #1 Environmental Consultant in San Diego County (San Diego Business Journal 2012)
- #1 Southern California mid-sized environmental and engineering firm (ENR 2012)
- #146 engineering and environmental firm in United States (ENR 2012)

LAKE CALAVERA BOARDWALK IMPROVEMENTS

CLIENT: City of Carlsbad

CLIENT REFERENCE: Liz Ketabian, Park Planner/Trails Manager, 760.434.2978

The City of Carlsbad Parks and Recreation Department contracted Dudek to provide environmental support services for the Lake Calavera Boardwalk Trails Project. In association with this work, Dudek's habitat restoration designers prepared construction plans, revegetation plans, irrigation plans, details, and specifications for the wetland mitigation creation areas associated with the project, including:



- Preparation of construction plans with legend and construction details
- Preparation of irrigation plans with legend and construction details
- Preparation of revegetation plans with legend and construction details
- Preparation of construction specifications.

HERITAGE PARK

CLIENT: City of Cerritos

CLIENT REFERENCE: Todd Kuh, Parks Superintendent, 562.916.1224

Heritage Park is a 15-acre park that gets heavy usage due to the close proximity to residents, Cerritos High School, and the Paul Revere-Boston Harbor themed kids play island. The island lake was renovated in 2003 to update the Bostonian themed buildings and the lake amenity. Dudek was hired by the City of Cerritos to redesign the 30,000 sq-ft lake and improve the appearance, operational controls, and add water features. The lake has a very narrow cross section that is approximately 30-ft wide on average with a maximum depth of 4-5ft. The lake fill water is treated recycled water from the Los Coyotes treatment plant in Cerritos. Dudek designed the lake to have a 1-ft thick clay liner and a concrete protective cap over the liner.



The lake edge varies from a sandy beach lake edge, to a concrete bulk head, to a concrete slump wall naturalized lake edge. Dudek designed all of the lake pump stations and water recirculation facilities as well as each of the fountain water features. The lake also includes a simulated Boston Harbor battle ship where simulated cannon blasts are created using compressed air released below the water surface. Dudek designed and created a scale model of the canon blast nozzles and then designed the full scale model. The lake is home to a large flock of ducks and aquatic turtles. The lake liner system was designed to include a sludge removal trench to assist lake maintenance crews with removal of muck on the lake bottom to control odors and botulism bacteria.

HARVESTON COMMUNITY LAKE

CLIENT: Lennar Communities

CLIENT REFERENCE: Raymond Becker, VP of Community Development, 909.774.0789

Harveston Lake is a popular 8-acre community lake in Temecula, CA. It has a maximum depth of 15-ft and a total lake edge perimeter of approximately 3,800 lf. Dudek was hired by the community developer, Lennar Communities, to design a lake that would be a valued asset in the community. Dudek designed multiple lake edges to incorporate a lake side walkway, a simulated sand beach, the boat dock, fishing piers, an amphitheater, a boat launch ramp, and a fish stocking area. Multiple lake edge types allows the community to see and interact with the lake in various locations and in various ways.



Dudek designed the lake to have a several 30-ft tall fountains for aesthetics and aeration. The lake was designed with a the 1-ft thick clay liner with a soil cement protective cover, a safe edge depth of 1-ft and a 4:1 bottom slope. Dudek designed all of the lake operation facilities to be unobtrusive and blend in the with the park landscaping including the lake aeration and circulation pump stations and piping systems.

TRUMP INTERNATIONAL GOLF COURSE HOLE #9 LAKE

CLIENT: Ocean Trails Golf Course

CLIENT REFERENCE: Jeff Kaplinski, Bridgegate Development & Management Company LLC, 661.295.3900

Trump National Golf Club Los Angeles is a public golf club in Palos Verdes, California featuring a 7,242-yard course designed by Pete Dye and Donald J. Trump Signature Design. It is ranked among the Top 100 Courses You Can Play by Golf Magazine. Trump National Golf Club Los Angeles was formerly known as the \$126 million Ocean Trails Golf Club, an 18-hole course designed by Pete Dye, which was about to open when a landslide occurred and the 18th hole slid toward the Pacific Ocean in 1999. A massive geotechnical project was launched to reconstruct the 18th hole using 1,250,000 cubic yards of earth to fill it. The stabilization work and the slide caused cosmetic damage to the course.



The cost of repair was just over \$20 million. Dudek was hired by the owners of Ocean Trails Golf Course Robert and Edward Zuckerman to re-design the 9-hole lake. The stated goal of the lake design was that there was absolutely no chance of leaking. So Dudek designed the 40,000-sf Lake-9 with a containment and sensing system that exceeded the standards of nuclear waste ponds. The Hole No.9 lake was designed with three (3) layers of reinforced polypropylene liner. Between the bottom and middle layer a leak detection system was installed to sense any leakage from the 2 liner layers above it. The lake was designed with a natural grass entry edge and a soil cement protective cover to the 4-ft depth to prevent punctures from golfers seeking errant balls on the lake edge. Dudek also designed the lake aeration and circulation system to be completely hidden from the untrained eye using rocks and landscaping features on the golf course to screen and hide the facilities.

RESUME

David Volz

*Principle in Charge
Landscape Architect
LEED Accredited Professional, QSD/P*



EDUCATION

BS, Landscape Architecture, 1981
California Polytechnical University, Pomona
Graduate Studies, Computer Applications for
Landscape Architecture, 1981
California Polytechnical University, Pomona

REGISTRATION

Landscape Architect, California, #2375, 1983
Landscape Architect, Nevada, #499, 1996
LEED Certified, 2008
QSD/QSP, 2011

Mr. Volz is a LEED Accredited, registered landscape architect and has more than 25 years of extensive experience in public works and private sector projects. He has managed over \$200 million worth of public works design projects including the master planning, design, and construction development of numerous municipal projects for over 100 public agencies in California.

Mr. Volz has experience in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. His extensive knowledge of landscaping materials and vegetation is often called for at commission meetings and in council reports for agencies he has served on.

His management experience is very strong in the community outreach programs and public input process. The public workshop process for park design is a concept that he always encourages. The opportunity to get first hand insights from users, neighbors, and the public in general is always beneficial in the design of public projects. Several of Mr. Volz's most successful park projects have benefited from the ideas and energy that were put forth at public input sessions.

Park project experience, encompassing neighborhood and community parks, is one of Mr. Volz's design focus. Serving in various capacities from principal-in-charge to designer, he has designed and managed several award winning parks for cities, school districts and public agencies throughout California.



Boysen Park, Anaheim



Community Outreach



Community Outreach

*To see additional project experience from David Volz,
see our website at www.dvolzdesign.com*

DVD

RESUME

Gary Vasquez

Director of Design
Landscape Architect
ASLA



EDUCATION

MLA, Landscape Architecture, 1989
California Polytechnical University, Pomona
BS, Ornamental Horticulture, 1986
California Polytechnical University, San Luis Obispo

REGISTRATION

Landscape Architect, California, #3883, 1992

Mr. Vasquez has more than 20 years of experience in landscape architecture working on projects for public agencies ranging from recreational design to master plan studies. His design abilities have proven to be innovative, unique, and award-winning. He has been Awarded the 2011 Designer of the Year Award.

AWARD WINNING PROJECTS

- Bell Gardens Sports Park
City of Bell Gardens
* CPRS AWARD OF EXCELLENCE *
- George Washington Park
City of Anaheim
* CPRS AWARD OF EXCELLENCE *
- Heritage Island Park Rehabilitation Project
City of Cerritos
* CPRS AWARD OF MERIT *
- Laguna Hills Community Center
City of Laguna Hills
* CPRS AWARD OF EXCELLENCE *
- Los Rios Park
City of San Juan Capistrano
* CPRS AWARD OF EXCELLENCE *
* APWA PLANNING EXCELLENCE AWARD *
* APA AWARD OF EXCELLENCE*
- Martin Luther King Jr. Park
City of Oceanside
* CPRS AWARD OF EXCELLENCE *
- Pioneer Road Park
City of Tustin
* OC PLAYGROUND OF THE YEAR 2012*
* NRPA PARK DESIGN AWARD *



Award Winning Symbol

To see additional project experience from Gary Vasquez,
see our website at www.dvolzdesign.com



Los Rios Park, San Juan Capistrano



Heritage Island Park, Cerritos



George Washington Park, Anaheim

DVD

Jonis C. Smith, PE – Senior Project Manager

Jonis Smith is a professional engineer with over 17 years' experience in all aspects of project management, stormwater management, flood control engineering, water quality permitting, low impact (LID) stormwater management design, construction management, and water resource system design. He has successfully engineered and managed the conceptual design, preliminary design, final design, and construction processes for numerous public, pseudo-public, and private projects. He is adept in all aspects of obtaining resource agency permits and construction permits. He has successfully processed numerous Federal Emergency Management Agency (FEMA) (Conditional Letter of Map Revision (CLOMR), Letter of Map Revision (LOMR), Physical Map Revision (PMR), and Letter of Map Amendment (LOMA)) applications. He is a valuable resource sought by both public agencies and private clients seeking advice and engineering services for FEMA floodplain mapping issues.

EDUCATION

California State University, Long Beach
MS, Civil Engineering (Construction Management), 2000

California State University, Long Beach
BS, Civil Engineering, 1995

ACCREDITATIONS AND LICENSES

State of California Registered
Professional Engineer RCE 58654

State of Arizona Registered Professional
Engineer RCE 46552

PROFESSIONAL AFFILIATIONS

Floodplain Managers Association

PROJECT EXPERIENCE

Heritage Park, City of Cerritos, Cerritos, California. Project Manager for the redesign of the the 30,000 sq-ft lake and improve the appearance, operational controls, and add water features. The lake has a very narrow cross section that is approximately 30-ft wide on average with a maximum depth of 4-5ft. The lake fill water is treated recycled water from the Los Coyotes treatment plant in Cerritos. Dudek designed the lake to have a 1-ft thick clay liner and a concrete protective cap over the liner. The lake edge varies from a sandy beach lake edge, to a concrete bulk head, to a concrete slump wall naturalized lake edge. Dudek designed all of the lake pump stations and water recirculation facilities as well as each of the fountain water features. The lake also includes a simulated Boston Harbor battle ship where simulated cannon blasts are created using compressed air released below the water surface. Dudek designed and created a scale model of the canon blast nozzles and then designed the full scale model. The lake is home to a large flock of ducks and aquatic turtles. The lake liner system was designed to include a sludge removal trench to assist lake maintenance crews with removal of muck on the lake bottom to control odors and botulism bacteria.

Harveston Community Lake, Lennar Communities, Temecula, California. Project Manager for the design of Harveston Lake in the popular 8-acre community lake in Temecula, CA. It has a maximum depth of 15-ft and a total lake edge perimeter of approximately 3,800 lf. Dudek was hired by the community developer, Lennar Communities, to design a lake that would be a valued asset in the community. Dudek designed multiple lake edges to incorporate a lake side walkway, a simulated sand beach, the boat dock, fishing piers, an amphitheater, a boat launch ramp, and a fish stocking area. Multiple lake edge types allows the community to see and interact with the lake in various locations and in various ways. Dudek designed the lake to have a several 30-ft tall fountains for aesthetics and aeration. The lake was designed with a the 1-ft thick clay liner with a soil cement protective cover, a safe edge depth of 1-ft and a 4:1 bottom slope. Dudek designed all of the lake operation facilities to be unobtrusive and blend in the with the park landscaping including the lake aeration and circulation pump stations and piping systems.

Trump National Golf Club Hole No. 9 (Ocean Trails Golf Course), Palos Verdes, California. Dudek was hired by the owners of Ocean Trails Golf Course Robert and Edward Zuckerman to re-design the 9-hole lake. Mr. Smith served as Project Manager for the lake design. Dudek designed the 40,000-sf Lake-9 with a containment and sensing system that exceeded the standards of nuclear waste ponds. The Hole No.9 lake was designed with three (3) layers of reinforced polypropylene liner. Between the bottom and middle layer a leak detection system was installed to sense any leakage from the 2 liner layers above it. The lake was designed with a natural grass entry edge and a soil cement protective cover to the 4-ft depth to prevent punctures from golfers seeking errant balls on the lake edge. Dudek also designed the lake aeration and circulation system to be completely hidden from the untrained eye using rocks and landscaping features on the golf course to screen and hide the facilities.

Whitewater River Desert Cove Golf Course, Cathedral City, California. As Sr. Project Manager, Mr. Smith led a design team in the acquisition of FEMA, CVWD, and RCFC&WCD permits for construction of the improvements of the Whitewater River associated with the development of the Desert Cove Golf Course and Sheraton Resort in the City of Cathedral City. Whitewater River is a master planned regional flood control channel with joint ownership and maintenance shared by both RCFC&WCD and CVWD. The design peak flowrate for Whitewater River was 83,000 cfs. The developer, Desert Cove, LLC, will construct an 18-hole Fred Couples Signature golf course designed by Schmidt-Curley, LLC. The project utilized a very unique approach to armoring and stabilizing the Whitewater River while at the same time preserving the visual appeal and aesthetics of the golf course. The river armoring system consisted of extensive and varied use of Turf Reinforcement Mats (TRM), Soil Cement Grade Stabilization Structures, a series of interconnected low-flow Soil Cement Lined Marshes/Ponds, and golf course turf. The Whitewater River is an incised earthen trapezoidal channel with existing concrete 1.5:1 side slopes, a base width of 600-ft, and channel depth of 20-ft. Through an iterative design process using 2-Dimensional Hydraulic Modeling (FLO-2D) the PACE team along with the Schmidt-Curley Golf Course Architect Design Team develop a grading plan that resulted in a unique golf layout with 2 directions of play with ponds and water hazards forming the barrier between fairways. Mr. Smith managed the preparation of preliminary design studies, final design studies, construction documents, FEMA permit acquisition and environmental permit acquisition process on behalf of Desert Cove LLC to construct the Whitewater River improvements and remove the proposed Sheraton Hotel Resort and Golf Club House from the 100-yr floodplain. The construction of this project is expected to be complete in 2010.

Campus Drive Bike Trail Extension Water Quality Best Management Practice (BMP) Design, City of Irvine, Irvine, California. Served as project manager guiding the design and analyses for the proposed bike trail water quality BMP system. Provided watershed hydrology, hydraulics, water quality system design for the 1,500-linear-foot site.

San Juan Creek Bike Trail Reconstruction Water Quality BMP Design, Bonterra Consulting, Dana Point, California. Served as project manager guiding the design and analyses for the proposed bike trail water quality BMP system. Provided watershed hydrology, hydraulics, water quality system design for the 500-linear-foot site.

Kenneth King, PE – Principal Engineer

Kenneth King provides design, inspection, and project management for a variety of projects. His emphasis is on unique, unusual, and technically challenging projects. He is an expert in seismic retrofit and structural issues. His experience includes restoring and developing designs for seismic retrofit to the Estudillo House, a historic brick building in San Jacinto, California. Mr. King is also an expert in creative designs for water recreation facilities. His experience ranges from small commercial pools to major water parks, lakes, swim lagoons, and municipal pools. His designs have been recognized as trendsetters in the recreation industry. In 1998 he was selected as an Honorary Member of the UCLA chapter of Chi Epsilon, a civil engineering honor society.

PROJECT EXPERIENCE

Mission Lakes Country Club Lake Rehabilitation, Desert Hot Springs, California. Mr. King is providing design services for the redesign of a lake that provides irrigation for the Mission Lakes Country Club in Desert Hot Springs, California.

Cucamonga Guasti Regional Park Swim Lagoon, Ontario, California. Mr. King provided the original design of the swim lagoon with a sand beach in 1984. In 2004 he provided design services for replacing the pumps and upgrading the filter system.

Contra Loma Swim Lagoon, Antioch, California. As part of a forensic evaluation, Mr. King determined why a filtration system at the Contra Loma Swim Lagoon was deficient. It was concluded that the pool plumbing was installed improperly and the filter system was defective. Mr. King recommended an approach to resolving the deficiencies and provided recommendations for solving the problem.

Yucaipa Regional Park, Yucaipa, California. Design of a 253-acre recreation complex. Mr. King prepared designs for a swim lagoon, waterslide, campground, and numerous other recreational facilities in the park.

Lake Cahuilla Swim Lagoon, Indio, California. Design of a swim lagoon with sand beach. The adjacent lake was used as a swim area by the local people. The swim lagoon was constructed to eliminate body contact with the water supply.

Palm Springs Pool and Skate Park, Palm Springs, California. Mr. King was the project manager for the civil engineering design for this new skate park and rehabilitation of the swimming pool complex. The design included bringing the swimming pool up to compliance for surge tank capacity, filtration, and chemical systems, including new pumps and plumbing. Relocation of existing utilities was required to permit the skate park to be constructed on a former public street. Utility relocation included telephone, electric, gas, and water.

Raging Waters Water Park, San Dimas, California. Mr. King designed "The Dark Hole" waterslide and "Amazon Adventure" lazy river at this water park in San Dimas, California.

EDUCATION

University of California, Berkeley
BS Civil Engineering, 1958

Colorado State University
Hydraulics

California State University, Long Beach

- Design and Analysis of Timber Structures
- Principles and Practices of Steel Design
- Principles and Practices of Concrete Design

CERTIFICATIONS

Professional Civil Engineer
CA No. 13537

Charles Greely, PE, LEED AP – Project Engineer

Charles Greely joined Dudek as a senior engineer in early 2005 and has more than 12 years' land development and structural design and project management experience.

From 1998–2005, Mr. Greely worked for a wide variety of public and private clients as a project engineer with EISI Consulting Engineers in Seattle, Washington. His project design and management experience ranges from the design of manufacturing equipment and aerospace tooling, to heavy steel erection projects, to residential and commercial site development.

Since moving to the Coachella Valley, Mr. Greely has worked with various public and private entities on subdivision, commercial development, and infrastructure improvement projects. As both a design engineer and a project manager, Mr. Greely has participated in all aspects of the development process, from due diligence to preparation of tentative maps and technical studies (preparation of preliminary hydrology and review of geotechnical and traffic studies), to review of conditions of approval; through preparation of construction documents, including rough grading, precise grading and paving, stormwater and surface water, hydrology and hydraulics, and storm drain plans, including underground retention systems, on- and off-site streets, domestic water, and sanitary sewer plans.

PROJECT EXPERIENCE

Rancho Jurupa Park Phase 3 Improvements, Schmidt Design Group, Riverside, California. Mr. Greely served as project manager, coordinating a team of architects, landscape architects, and engineers for expanding and improving the Rancho Jurupa Regional Park. Expansion and improvement plans consisted of new sewer lift station, pressure reducing station, RV hookups, new clubhouse, park entrance, camp store, miniature golf, and water playground. Dudek was responsible for water and sewer improvements, grading plans, road improvements, fire line, and connecting to the domestic system and disconnecting from wells. During construction, Dudek was responsible for construction assistance in submittal review, Requests-for-Information (RFI's), and construction changes.

Pioneer Park Parking Lot and Dog Park Improvements, City of La Quinta, California. Project manager and lead designer for civil engineering services to prepare construction plans and specifications. Initiated a pre-design meeting with city staff to formalize the design approach. Arranged for the preparation of a geotechnical report for the project, exploring subsurface conditions with borings in three areas and including recommendations for pavement structural sections, earthwork, allowable bearing stresses, and foundations. Arranged for topographical mapping of the project area, and conducted a search of utilities serving the project area. The design plans and specifications displayed existing topography, utilities and property lines, details of proposed landscaping, parking lot improvements (including hardscape elements), and site construction elements (e.g., fences, railings, benches, and shade structures). Also included was a planting plan and associated irrigation system design. Low-impact development features included permeable asphalt-concrete paving systems, bioswale retention systems, and drought-tolerant plantings. Also designed a Water Quality Management Plan for the project.

EDUCATION

University of Washington
BS, Civil Engineering, 1998

CERTIFICATIONS

Professional Civil Engineer
Washington No. 40823

Professional Civil Engineer
California No. 69056

Professional Civil Engineer
Arizona No. 43643

South Coast Air Quality
Management – Fugitive Dust
Control Certification
No. 05-08-3112

LEED Accredited Professional
Certification from USGBC

EXPERIENCE

EXPERIENCE

Heritage Island Park

City of Cerritos



PARK HIGHLIGHTS

- Community Outreach Design Approach
- Art Deco Design + Cosmic Themed Play Area
- Iridescent City + Park Monument
- Shade Structures
- Beautiful Night Illumination
- Splash Pad
- Custom Tile Stage
- Relocated Mature Oak Trees

PARK SUMMARY

Creating a special “experience” for both children and adults of all ages was the goal for the redevelopment of Heritage Island Park in Cerritos. The DVD team has completed an exciting master planning journey to design \$2.4 million of enhancements for the park.

Heritage Island has been in use for over 20 years and was in desperate need of refurbishment. Designed to depict the 1700’s era, the DVD team built upon the original Bostonian themed park, and designed new and exciting elements as well as reconstructing the lake which surrounds an interactive island. New water features include cannons on shore which results in a small water geyser erupting from the adjacent lake area as if one has fired a cannon and a New England waterfall and waterwheel feature.

The play attractions include a new sunken ship which is located partly on the sand and partly in the water, and interpretive trail that has quotes strategically placed throughout the island containing excerpts from the poem, Paul Revere’s Ride by Henry Wadsworth Longfellow, and quotes to help provide an interpretive reference for the island setting and its elements. In addition, these elements add an educational aspect which transforms the island from merely a “playground” into an “experience” that one can enjoy and learn time and again.

The new refurbished village square, on the island itself with its well known replica of the north church steeple has been designed for access by the new cargo nets and rope climb or by walking the easily accessible pedestrian pathways.

The reconstruction also includes new restrooms,



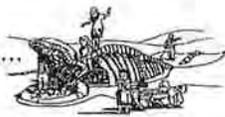
Final Cost | \$ 2.4 Million
Size | 1.3 Acres
Contact | Joe Mendoza | 562.860.0311

ADA accessible trails and walkways, and increased emphasis on nautical themes. The trails and other elements have been designed for maximum accessibility, improved durability, minimum maintenance, and reduced liability. Particular attention has been paid to the use of surface erosion controls to reduce runoff into the lake while ensuring the establishment of a viable botanical community on the island.

EXPERIENCE

Admiral Kidd Park

City of Long Beach



PARK HIGHLIGHTS

- Community Outreach Design Approach
- Community Park Design
- Exercise Equipment + Chess Tables
- Storm Water Detention: Bio-swales + Riparian Corridor w/Climate Sensitive Plantings
- Basketball Court w/Volleyball Overlay
- New + Updated Soccer Fields

PARK SUMMARY

In 2011, the City of Long Beach rededicated the newly renovated and expanded Admiral Kidd Park. The park, which is named after Naval Rear Admiral Isaac C. Kidd, features two play structures themed after two naval destroyers which carried Admiral Kidd's namesake. A perimeter walking path connects the park's amenities, which include themed raised planter areas and iconic tile in stone pilasters. These pilasters frame the view into the park and draw inspiration from the community's "plaza" vision for the park. Designed with maintenance and operational costs in mind, the existing irrigation system was expanded and upgraded utilizing the city's existing standard smart controllers. In addition, Admiral Kidd demonstrates a beautiful design approach to storm water management. The undulating arroyos (bio-swales) move like water through the park even when they are dry. This bio-swale system collects and cleans water before it is allowed to percolate or run-off from the site. The native trees, shrubs and meadow grasses reminiscent of a riparian creek add to the character of the park.

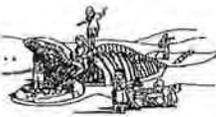
Final Cost | \$2.6 Million

Size | 11.5 Acres

Contact | Anna Mendiola | 562.570.3165



EXPERIENCE



Laguna Hills

Community Center City of Laguna Hills

PARK HIGHLIGHTS

- Multi-functional Design
- Little League w/Quick Draining Subgrade
- 2 Soccer Fields w/Quick Draining Subgrade
- Softball Field
- Skateboard Park
- Roller Hockey Rink
- Fossil Whale Themed Play Ground
- Large Picnic Area
- Band Shelter/Stage
- Fully Lighted Facilities
- Splash Pad
- Ginkgo Grove

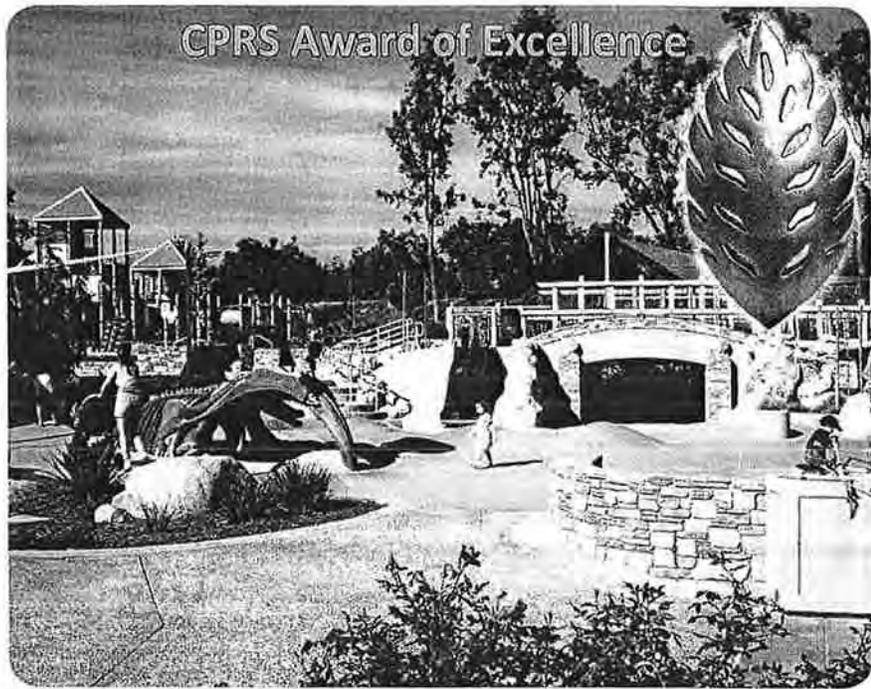
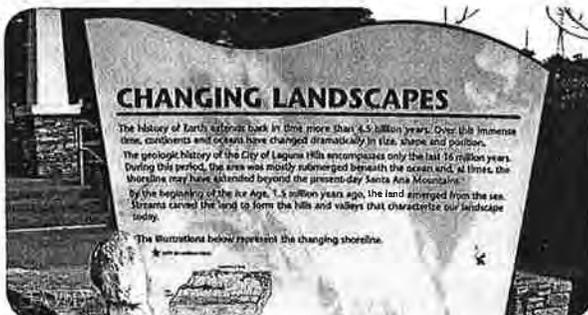
PARK SUMMARY

The community center park is the focus of cultural and recreational activities for Laguna Hills residents. Originally envisioned as a sports park, the master plan evolved through numerous public and council reviews into more of a grand central park: a park with wide walkways, verdant groves of ginkgo trees, activity areas, and a beautiful “multi-waterfall” feature. David Volz Design was instrumental in this evolution which still provides for diverse recreational activities. Working with concerned citizens and city council proved to be challenging, yet created an energized forum for new and innovative ideas. One of the exciting amenities of the park includes the themed play area. Children can pretend they have embarked on an exciting “Indiana Jones” adventure as the life-sized jeep takes them to imaginary places. A fossilized whale skeleton, just one of the park’s archeological experiences, also provides climbing fun and challenges.

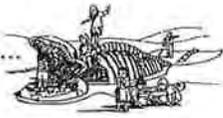
Final Cost | \$4.5 Million

Size | 22 Acres

Contact | Ken Rosenfield | 949.707.2655



EXPERIENCE



Washington Street Park

City of Diamond Bar

PARK HIGHLIGHTS

- Community Outreach Design Approach
- Community Park Design
- Art
- Storm Water Detention: Bio-swales + Riparian Corridor w/Climate Sensitive Plantings
- Play Spaces
- Gardens

PARK SUMMARY

Washington Mini Park has had a great impact on this part of the community where parks are scarce. A dusty vacant lot was transformed into a beautiful community gathering place. Through a community-based design process, the design team identified the most important needs. This is now a unique gathering place for young and old, with art, gardens, benches, and play spaces. The neighborhood enjoys both the family areas and quiet spaces, with a well lit walkway off the street edge.

The perimeter garden is a bio-swale in disguise, the park's lighting system is LED, the irrigation system is state of the art for low-water use, the plantings are regionally appropriate and much of the construction material was locally sourced. This beautiful park is designed to be vandal resistant and low maintenance. The success of this park is evident by the hundreds of residents who use this small community space week in and week out.

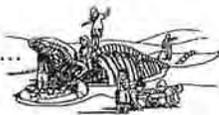
Final Cost | \$ 600,000

Size | 11.5 Acres

Contact | Bob Rose | 909.839.7061



EXPERIENCE



Los Rios Park

City of San Juan Capistrano

PARK HIGHLIGHTS

- Community Outreach Design Approach
- Worked with Historical Society
- Low Maintenance, Drought Tolerant, + Historic Plantings
- Storm Water Detention: Bioswales + Riparian Corridor
- Stabilized Decomposed Granite Parking Lot
- Equestrian Rest Area
- Shaded Picnic Areas

PARK SUMMARY

Located in the heart of San Juan Capistrano's Los Rios Historic District, the Los Rios Park and on-site Montanez Adobe offers a centralized location for visitors to enjoy the park's facilities as well as easy access to the downtown and Mission San Juan Capistrano. Park amenities include an equestrian rest area with hitching posts and watering troughs, unique seating, natural walking paths, and a low maintenance grassy meadow. The Montanez Adobe dates back to 1795 and is considered the oldest adobe in the Los Rios Historic District. Because of its historic value, all excavation required a certified archeologist to be on-site. An artfully designed Historic Depiction Program Wall functions as an outdoor public gallery displaying 13 bronze plaques. The selection of construction materials complements the architectural style of the historic district. Examples include broken brick paving, concrete paving with hand-seeded aggregate and weathered edges, and local river rock edging.

Final Cost | \$2 Million

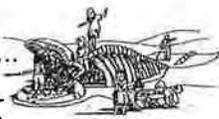
Size | 4.5 Acres

Contact | Khoon Tan | 949.443.6389



APWA Planning Excellence Award
CPRS Award of Excellence
APA Award of Excellence

EXPERIENCE



Pioneer Rd. Park City of Tustin

PARK HIGHLIGHTS

- Community Outreach Design Approach
- Historic Pioneer Theme
- Community Designed Wagon Train Play Area
- "The Old Cabin" Picnic Pavilion
- Rustic ¼ mile Decomposed Granite Path
- Themed Splash Pad
- Permeable NPDES Friendly Parking Lot
- ½ Court Basketball + Volleyball Court

PARK SUMMARY

Pioneer Road Park offers a passive and active recreational experience enhanced with "Pioneer" themed play and architectural elements. The grass area meanders around a high-use activity zone that consists of thematic play elements, including two separate play areas, swings and a water feature. The activity zone is centrally located allowing the opportunity to establish an effective landscape buffer between the park's higher use areas and the residential development to the south. The parking lot was designed with a permeable pavement system to filter water and oils into the subgrade material in lieu of draining directly into the storm drain system. The subgrade is a mixture of soils and gravel backfilled into the openings of the paver system. Sumps located in several areas provide for overflow. The parking lot terminates with a hammerhead turnaround to preserve more usable park space that gives back to the community many years of activity and enjoyment.

Final Cost | \$2.5 Million

Size | 4 Acres

Contact | David Wilson | 714.573.3326



OC Playground of the Year
NRPA Park Design-Award
APWA Project Award



FEE SCHEDULE

David Volz Design

HOURLY RATE AND FEE SCHEDULE

(Effective Date 2013)

PRINCIPALS	\$190 - \$230/hour
PROJECT MANAGERS	\$150 - \$180/hour
LICENSED PROFESSIONALS	\$140 - \$175/hour
PROJECT DESIGNERS	\$125 - \$155/hour
TECHNICIANS	\$110 - \$135/hour
INSPECTORS	\$110 - \$150/hour
ADMINISTRATORS	\$95 - \$115/hour

David Volz Design hourly rates are inclusive of direct costs such as vehicle usage and mileage, equipment usage (including computers). Printing, copying, and sub-consultant expenses will be billed at cost plus fifteen percent. Printing prepared in-house will be provided at market rates with no mark-up.

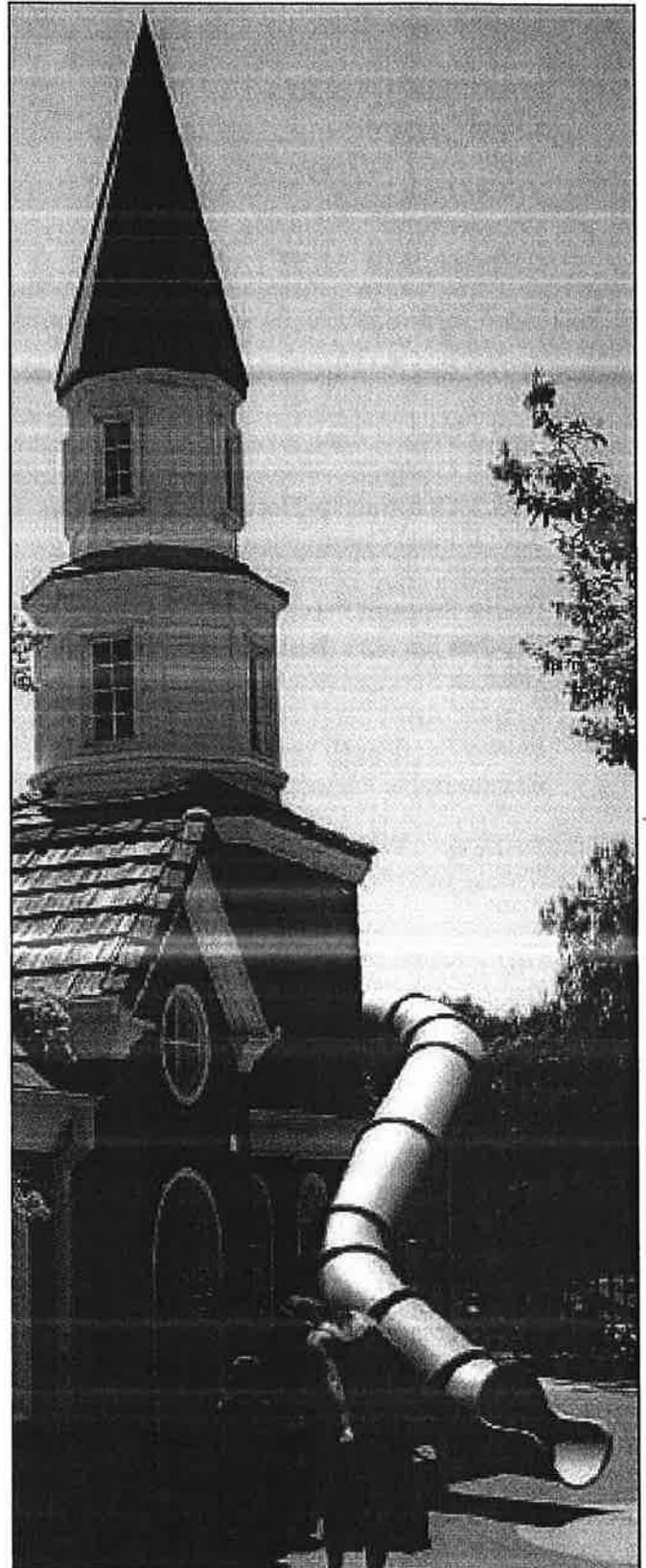


Exhibit A
City of Costa Mesa Fairview Park Boardwalk Project
Dudek Scope of Work

SCOPE OF WORK:

This scope of work specifically addresses landscape architecture, civil and structural engineering technical support, and habitat restoration design and consulting services necessary to address the City of Costa Mesa, Fairview Park Boardwalk Project and to support the work being provided by David Volz Landscape Architects.

Services are broken down into primary services and optional services as further described herein:

PRIMARY SERVICES:

TASK 1: LANDSCAPE ARCHITECTURE DESIGN ASSISTANCE AND CIVIL/STRUCTURAL ENGINEERING SUPPORT

Dudek Landscape Architecture and Civil/Structural Engineering staff will provide design support and consultation to David Volz Landscape Architects, in order to assist with the design of the boardwalk and in the detailing of the construction plans (i.e., drawings) for the boardwalk construction. Dudek will provide civil and structural engineering design review, and technical input to assist with the finalization of the boardwalk construction details, including framing and evaluation of post supports for the boardwalk construction. It is assumed that a separate structural engineer would provide all required structural calculations and this is not included in Dudek's scope of work. It is assumed that David Volz will be preparing the actual final construction plans and details. Dudek will be providing design review and technical support only to assist with the finalization of the plans and details by David Volz. This work does not include the preparation of structural calculations or a formal structural analysis. It is assumed that a separate structural engineer would provide all required structural calculations and final analysis. Dudek will provide up to 8 hours of structural engineering technical support and up to 16 hours of civil engineering technical support. If additional civil or structural engineering services beyond this allotment are required, then those services would be considered additional services to the contract.

Dudek will attend up to three meetings/site visits with the City of Costa Mesa and the design team to review the boardwalk design intent, evaluate site conditions and provide design technical review: As part of the site work, Dudek will help evaluate and delineate the final boardwalk alignment, based upon the City's preliminary design alignment. This will include field GPS'ing of existing site elements and features, including major tree locations, creek crossings and other significant site elements that need to be preserved in relation to the boardwalk improvements. Dudek will "ground-truth" the City's proposed boardwalk alignment, in order to work around the

EXHIBIT A (Continued)

elements that need to be preserved/avoided during the boardwalk construction. Dudek will provide final field flagging of the adjusted boardwalk alignment so that additional land surveying data can be collected along the alignment. This additional survey information would then serve as the final topographic base data for the preparation of the construction documents. It is assumed that the City will provide all previous topographic and aerial mapping of the site as digital files for use by the project team in preparation of the construction documents. It is assumed that David Volz will be hiring a separate surveying consultant to provide the surveying services needed for this project. Dudek will also help locate key elements of interpretive value for the location and placement of interpretive signage and viewing areas along the boardwalk.

TASK 2: RESOURCE AGENCY PERMITTING & PREPARATION OF HABITAT MITIGATION MONITORING AND REPORTING PLAN

Dudek permitting staff will provide resource agency permitting coordination. Dudek will prepare and submit permit applications and will coordinate with the resource agencies during the permit application process. Dudek assumes that permit approval will be required from the U.S. Army Corps of Engineers (ACOE), the California Department of Fish & Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB). It is assumed that no additional storm water reports would be required. Permitting coordination with any other agencies would be considered an additional service to this contract. Dudek will respond to response to comments from the resource agencies noted above. It is assumed that the City of Costa Mesa will pay all required permitting fees associated with the resource agency permitting application process. It is also assumed that the City of Costa Mesa will address all CEQA requirements and that a Notice of Exemption will be the appropriate CEQA document needed for this project. It is assumed that the City will prepare the Notice of Exemption and all other CEQA documentation necessary for use in the permitting process. Dudek will not be providing any additional CEQA consulting or CEQA document preparation. If these services are required then they would be considered an additional service to the contract.

As part of the permitting process, Dudek will prepare a Habitat Mitigation Monitoring and Reporting Plan (HMMRP Mitigation Plan), which will be a written report document with supportive graphics/figures, to address the anticipated impacts and to meet the mitigation/revegetation requirements necessary to compensate for the environmental effects to the existing mitigation area, associated with the proposed boardwalk improvements. Dudek will submit this report for review and approval by the City and for use in submittal to the resource agencies as part of the permitting process.

The Mitigation Plan will address the mitigation and revegetation guidelines necessary to satisfy the resource agency permitting requirements. The report will utilize previous biological resources evaluations and revegetation guidelines established for the City of Costa Mesa Fairview Park

EXHIBIT A (Continued)

Wetlands and Riparian Habitat Project Restoration Plan, prepared by the City of Costa Mesa, dated November 3, 2010. Dudek will provide additional specific mitigation/revegetation guidelines related to the boardwalk improvement project and to address the anticipated permit requirements. The plan will outline the existing site conditions, existing biological resources, the proposed impacts to the existing wetland mitigation area from the proposed boardwalk improvements, will outline the design guidelines, will specify the installation and maintenance requirements, and will document the long-term maintenance and monitoring guidelines. It is assumed that the required mitigation/revegetation areas will be located on-site within an available location in Fairview Park, in relative proximity to the boardwalk impact areas, as directed by the City. It is assumed that the mitigation will likely include a combination of wetland creation, restoration and enhancement in order to meet the resource agency permit requirements. It is assumed herein that on-site mitigation will be sufficient to meet the boardwalk mitigation needs and that additional off-site mitigation (i.e., at an alternative offsite location) will not be required. If additional off-site mitigation/revegetation becomes necessary, then this work would be considered an additional service to the contract and the scope and costs would need to be adjusted accordingly.

Dudek has budgeted for two rounds of revisions to the resource agency permit documents and the HMMRP Mitigation Plan to address responses to City and resource agency review comments. Any additional review/revision cycles with the City and/or resource agencies, would be considered an additional service to the contract.

TASK 3: PREPARATION OF BOARDWALK REVEGETATION CONSTRUCTION DOCUMENTS (I.E., PLANS, DETAILS, NOTES AND SPECIFICATIONS)

Dudek will assist with the preparation of the revegetation construction documents (i.e., plans, details, notes and specifications) for the boardwalk and the mitigation/revegetation areas. The construction documents will conform to the design intent for the mitigation program as outlined in the HMMRP Mitigation Plan, as well as the permitting documents. This scope of work will include project management coordination with the City, David Volz and Dudek staff, for consistency with the mitigation guidelines and for compliance with the resource agency permit requirements.

This task includes preparation of boardwalk mitigation/revegetation construction documents (i.e., plans, details, notes and specifications), including, site demolition and preparation plans, planting plans, seeding plans, as well as planting and irrigation legends, notes and details. It is assumed that David Volz will prepare the actual construction drawings (i.e., construction layout plan, and construction details. Technical revegetation specifications will be prepared in plan/sheet format (i.e., included on the plan sheets) and are included in this scope of work, however, the preparation of written booklet specifications or other supplemental bid documents are not included in this scope

EXHIBIT A (Continued)

and would be considered an additional service to this contract. Preparation of a cost estimate would also be considered an additional service. Preparation of as-built drawings is also considered an additional service.

Dudek will prepare mitigation/revegetation plans for the revegetation areas associated with the construction of the boardwalk and to serve as mitigation for project impacts. This work assumes that the City, David Volz and/or other sub-consultants will provide all surveying, hydrology information and geotechnical analysis support information that would be used as the base information for the construction documents. No additional surveying work, geotechnical work, or hydrology work is included under Dudek's current scope of work. It is also assumed that no additional engineering grading plans or improvement plans would be needed to implement this work. It is assumed that the boardwalk would be placed over existing ground surface elevations and existing vegetation, and would be elevated sufficiently above these areas to allow for surface water flow conveyance under and around the boardwalks. It is assumed that the construction plans prepared by Volz would be used as the base information for the Dudek construction documents and that these documents would show the plan view layout of the boardwalk areas, with dimensions provided to define the horizontal layout of the boardwalk alignment. The vertical alignment of the boardwalks would also be shown on the construction plans and details for the boardwalk construction, as part of the overall construction document plan set. No formal grading plans would be prepared as part of this work. If formal grading plans become necessary, then that work would be considered an additional service to the contract. It is also assumed that the construction plans will also show locations for temporary construction fencing and protective project signage as necessary to protect the construction areas during construction. It is also assumed that David Volz will handle all interpretive signage for the project, with design and verbiage assistance provided by Dudek.

Dudek will prepare site preparation plans which will outline all site demolition and site preparation measures necessary to prepare the areas to receive the specified revegetation treatments. The plans would show plant materials to be preserved in place, plant material to be removed and all necessary site work required to prepare the areas for the proposed revegetation/mitigation treatments. The plans would also specify any soil amending recommendations (i.e. based upon soils analysis recommendations) in order to remediate the soil for planting and seeding where necessary.

Due to the location of the boardwalk adjacent to the existing wetlands, it is envisioned that the corresponding revegetation planting areas within disturbed areas immediately adjacent to the boardwalk, would be planted in a non-irrigated condition (i.e., no irrigation provided). All planting and seeding would be timed to take advantage of seasonal moisture and natural rainfall. Dudek will only be preparing irrigation plans for the separate wetland mitigation area located elsewhere in Fairview Park. It is assumed that the City of Costa Mesa would provide a water source point of connection from an available water meter, or other irrigation mainline water

EXHIBIT A (Continued)

source, within Fairview Park, in relative proximity to the proposed wetland mitigation area. It is assumed that the mitigation area irrigation system would be designed as a temporary above-ground system for use only during an initial three-year period, of an anticipated five-year mitigation maintenance and monitoring period. For the non-irrigated onsite areas along the boardwalk, it is assumed that temporary water would be brought into the site via water truck, or other applicable method, during the planting operations, in order to water-in all plants during installation and for use during all seeding operations. Temporary watering may also be necessary during the initial 120-day plant establishment/maintenance period to help assure survival and establishment of the revegetation areas. It is assumed that the landscape contractor installing and maintaining the project would be responsible for all temporary watering procedures.

Dudek will prepare revegetation planting plans showing the locations for all container plants and/or cuttings within the onsite boardwalk area and within the wetland mitigation/revegetation area. Planting notes and details will also be included on the planting legend sheet. Specifications will be included on the plan sheets.

Dudek will also prepare revegetation seeding plans showing the locations for the various seed treatments within the onsite revegetation areas and within the wetland mitigation/revegetation areas. Seed mix installation notes will be included on the seeding legend sheet and in the specifications.

OPTIONAL SERVICES:

As optional additional services, Dudek would provide the following additional construction and long-term biological monitoring services.

OPTIONAL TASK 4: CONSTRUCTION MANAGEMENT AND MONITORING SERVICES

As an optional/additional service, Dudek would provide revegetation construction management and construction monitoring and reporting services for the installation of the boardwalk and for the associated wetland mitigation/revegetation areas, to help verify that compliance with City goals is achieved during the construction/installation period. Monitoring work would include observations of the construction work to verify that the installation is completed in accordance with the City requirements, per the guidelines of the Mitigation Plan, for compliance with the boardwalk and revegetation construction documents, and for compliance with the final resource agency permit conditions.

This scope of work assumes that up to 18 monitoring visits would be conducted during the installation period, including a pre-construction meeting (1 visit), construction kick-off meeting (1 visit), (site preparation and weed eradication (2 visits), boardwalk construction (6 visits),

EXHIBIT A (Continued)

planting/seeding installation (3 visits), end of construction visit (1 visit), and monthly monitoring visits throughout an assumed 120-day plant establishment maintenance period (4 visits). The monitoring work would include Dudek project management coordination with the City and the designated landscape contractor to help coordinate the installation and to assure compliance with the mitigation/revegetation design intent and permit requirements. The field monitoring work would generally follow the construction procedure, with site visits scheduled for major milestone installation events.

Dudek would prepare site observation reports after each site monitoring visit. Dudek would also prepare a final letter to the City and the resource agencies, with copies to any other applicable parties as directed by the City, at successful completion of the installation period (i.e. end of 120-days). The report would acknowledge completion of the installation and the start of the long-term biological monitoring period.

It is Dudek's understanding that the City would contract for the installation and maintenance of the required boardwalk and revegetation improvements separately with a landscape contractor of their choosing.

OPTIONAL TASK 5: LONG-TERM 5-YEAR BIOLOGICAL MONITORING SERVICES

As an optional/additional service, Dudek would provide the long-term biological monitoring program for the onsite revegetation areas along the boardwalk and for the associated wetland mitigation/revegetation area, throughout an assumed 5-year maintenance and monitoring period. This work would start upon successful completion of the installation at conclusion of an initial 120-day plant establishment maintenance period. This work would include periodic monitoring visits to assess the progress of the revegetation/mitigation areas, and periodic coordination with the City and the designated maintenance contractor to assure compliance with the intended long-term maintenance and monitoring program. Annual monitoring reports would be prepared at the end of each year to document the status of the mitigation/revegetation effort in relation to the established success standards outlined in the Mitigation Plan. It is assumed that the City would contract separately with a landscape maintenance contractor for the actual long-term maintenance work within the mitigation/revegetation areas. Dudek would coordinate with the designated landscape maintenance contractor as necessary during this period to verify the maintenance work and to coordinate any remedial measures that may be necessary during that period.

Biological monitoring work would be conducted during the assumed 5-year maintenance and monitoring period, which would include performance of yearly qualitative and quantitative monitoring assessments, based upon the established monitoring standards and permit conditions,

EXHIBIT A (Continued)

in order to verify successful establishment of the mitigation/revegetation areas. The 5-year monitoring work would include periodic site visits, coordination with the designated landscape maintenance contractor to assure compliance with the approved maintenance and monitoring program, qualitative and quantitative biological monitoring to collect data to measure achievement of the success criteria, and preparation of yearly monitoring reports.

Monitoring work would include monthly maintenance monitoring visits during the first six months of Year One, and then quarterly visits thereafter for a total of eight visits in Year One. Quarterly maintenance monitoring visits would be conducted during the remaining Years Two and Three (i.e., four visits per year). Biological monitoring would include qualitative (visual) monitoring only during Year One and then a combination of qualitative and quantitative monitoring (i.e., based upon transect measurements in the fall of each year), during Years Two and Three. Qualitative monitoring based upon visual analysis, would be conducted each year to evaluate the progress of the revegetation effort. Photographs would be taken from permanent photo documentation stations and from designated transect locations to document progress. Annual reports would summarize all maintenance work and monitoring assessments, including remedial measures as necessary to help assure the ultimate success of the program. At the end of Year Five, Dudek would coordinate with the applicable resource agencies and would conduct a final site meeting to help achieve final project acceptance and sign-off from the permit conditions.

Dudek would implement the monitoring program outlined in the final approved Mitigation Plan, assumed herein to be 5 years. Dudek would monitor and assess the project for compliance with the established success standards outlined in the Mitigation Plan, as well as based upon the requirements from the resource agency permits. The monitoring effort would help fulfill the requirements of the monitoring program and the requirements of the permit conditions specified for the long-term 5-year maintenance and monitoring period.

Additional services required or requested, beyond the scope of work outlined herein, such as an extension to the monitoring period, would be considered extra work beyond this contract and would need to be negotiated accordingly with the City.

Exhibit B
City of Costa Mesa Fairview Park Boardwalk Project
Dudek Cost Estimate April 2013

City of Costa Mesa Fairview Park Boardwalk Project
Dudek Cost Estimate

Primary Services:

<i>Task 1</i>	<i>Landscape Architecture Design & Civil/Structural Engineering Support...</i>	<i>\$10,700.00</i>
<i>Task 2</i>	<i>Resource Agency Permitting and Preparation of HMMRP Plan.....</i>	<i>\$20,400.00</i>
<i>Task 3</i>	<i>Preparation of Boardwalk Revegetation Construction Documents</i>	<i>\$15,800.00</i>
<i>Total Tasks 1 - 3</i>		<i>\$46,900.00</i>
<i>Direct/Reimbursable Costs (Phase 99).....</i>		<i>\$300.00</i>

Direct/reimbursable costs associated with Tasks 1-3, such as mileage for site visits, reprographics, delivery costs, and other miscellaneous direct costs for the above scope of work are estimated to be \$300.00. These direct costs will be billed at cost plus 15%, not to exceed this amount.

Total Estimated Fees (Task 1-3 and Direct Costs)\$47,200.00

All fees for primary services Tasks 1-3 plus direct/reimbursable charges will be invoiced monthly on a time-and-materials basis according to the Dudek 2013 Standard Schedule of Charges, up to an estimated fee of \$47,200.00. This total would not be exceeded without client approval. All additional services beyond this current scope of work would be negotiated accordingly with the client.

Optional Services:

<i>Optional Task 4: Construction Installation Monitoring Services</i>	<i>\$20,500.00</i>
<i>Optional Task 5: Long-Term 5 year biological Monitoring Services (No cost provided at this time. Cost to be negotiated at a later date upon finalization of the biological monitoring program.)</i>	

(Note: If optional Task 4 is implemented, Dudek would incur an additional \$500.00 in direct/reimbursable costs, which would be billed in addition to the labor amount indicated above).

Optional/Additional Services:

All optional/additional services required or requested, beyond the primary scope of services outlined herein, would be considered additional work to this contract and would need to be negotiated accordingly with the City.

EXHIBIT A (Continued)

All optional/additional services required or requested, beyond the primary scope of services outlined herein, would be considered additional work to this contract and would need to be negotiated accordingly with the City.

PROJECT SCHEDULE

SCHEDULE

Boardwalk Installation - Fairview Park

City of Costa Mesa

April 10, 2013

SCHEDULE

David Volz Design proposes the following schedule to provide the services identified in our scope of services section of this document.

Tasks	Schedule
1. Initialize Project Base Map Preparation	June 4 to August 15, 2013
2. Design Development and Initial 70% Submittal	August 15 to September 6, 2013
3. 100% Submittal	September 6 to December 10, 2013
4. Final Submittal	December 10 to February 12, 2014
5. Construction Period Services	As Needed



**CERTIFICATES OF INSURANCE
(REQUIRED)**

COMMENTS/REMARKS

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR DESIGN PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II - LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

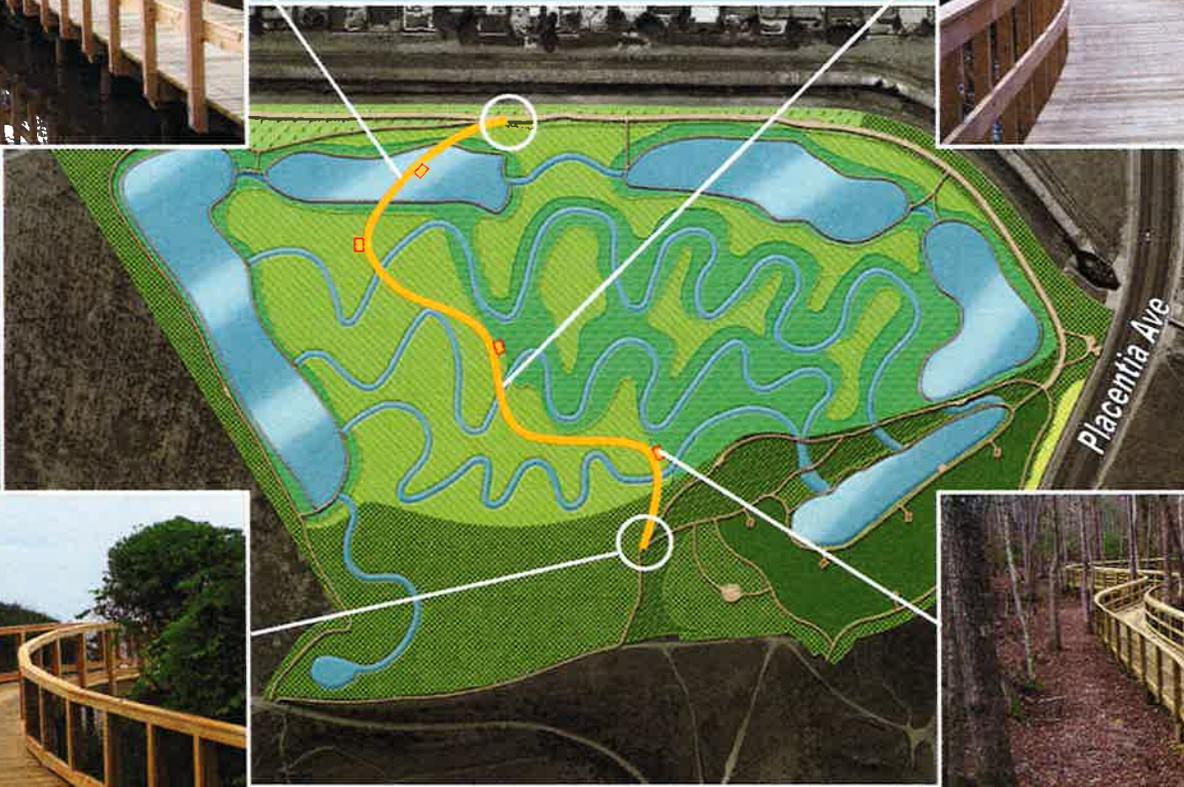
Fairview Park Wetlands and Riparian Habitat Boardwalk



Pond Overlook



Meandering Path



Placentia Ave



Approach Ramp



Observation Deck