



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

FROM THE OFFICE OF THE CITY CLERK

December 6, 2013

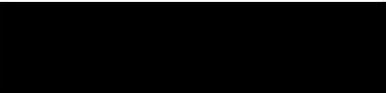
David Volz Design
Attn: David Volz, President
151 Kalmus Dr. M8
Costa Mesa, CA 92626

Dear Mr. Volz:

RE: Professional Services Agreement

Enclosed, for your records, is a fully executed copy of the agreement between the City of Costa Mesa and David Volz Design for median improvements along Del Mar Avenue.

Sincerely,


Brenda Green
City Clerk

Enclosure (1)

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH DAVID VOLZ DESIGN**

THIS AGREEMENT is made and entered into this 31 day of October, 2013 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and David Volz Design, a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to prepare median improvements along Del Mar Avenue, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. 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. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "D," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Twenty-eight Thousand Forty-three Dollars (\$ 28,043.00). Consultant shall devote 62 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 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. 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 12 months, ending on October ____, 2014, 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 based on the percentage of work completed as of the effective date of termination in

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

David Volz Design
151 Kalmus Dr. M8
Costa Mesa, CA 92626
Tel: 714-641-1300
Fax: 714-641-1323
Attn: David Volz

IF TO CITY:

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

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

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

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

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

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

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

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or

employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation


[Mayor or Chief Executive Officer]

Date: 12/2/13

CONSULTANT


Signature

Date: 10-21-13

David Volz, President
Name and Title


Social Security or Taxpayer ID Number


Department Director

APPROVED AS TO FORM:

[Redacted Signature]

City Attorney

Date: 10/16/13

APPROVED AS TO INSURANCE:

[Redacted Signature]

Risk Management

Date: 10/17/13

APPROVED AS TO CONTENT:

[Redacted Signature]

Project Manager

Date: 10/17/13

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

August 26, 2013

Subject: REQUEST FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF LANDSCAPE MEDIAN ALONG DEL MAR AVENUE

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to provide professional services to complete construction documents (plans, specifications, and estimates [PS&E]) for the subject project. The schedule is as follows:

<u>ENGINEERING SCHEDULE</u>	<u>DATE</u>
1. Proposal Received by the City	9/16/2013
2. Award of Contract	10/15/2013
3. Project Kick-off Meeting	10/16/2013
4. 70% Design Submittal (PS&E) and Final Soil Report	12/09/2013
5. 90% Design Submittal (PS&E)	1/06/2014
6. Deliver Final PS&E	2/10/2014

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

CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is Maher Nawar, at (714) 754-5248. Please do not contact other staff members in reference to this RFP prior to the announcement of the award.

PROPOSAL SUBMITTAL REQUIREMENTS

Please submit five (5) copies of the proposal and two (2) copies of the fee proposal no later than 3:00 p.m., on September 16, 2013. All proposals shall be delivered or mailed to:

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

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

Sincerely,

Fariba Fazeli, P. E.
Interim City Engineer

c: Maher Nawar, Acting Associate Engineer

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REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES FOR THE PREPARATION OF MEDIAN IMPROVEMENTS ALONG DEL MAR AVENUE

I. INTRODUCTION

The Del Mar Avenue Median Improvements Project proposes the following base elements on Del Mar Avenue between Newport Boulevard and Elden Avenue:

- Various drought-tolerant landscaping & irrigation, with plenty of color for a visually pleasing experience (within the new medians).
- Median trees
- Decorative crosswalks

This project includes the removal of existing concrete; design and installation of water efficient landscaping on Del Mar Ave. at Newport Blvd. This project will beautify a key intersection in the City by removing the concrete from an existing median and installing colorful water efficient plants.

The City of Costa Mesa is seeking a consultant team with a strong background in urban landscape design. The funding source for the project is 100% from City funds.

The key project staff furnished by the consultant and sub-consultants must have at least five years 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, and understanding of the project and responsiveness to the needs and concerns of the City of Costa Mesa.

II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 10 pages (excluding front and back covers, section dividers, and resumes) and include the following:

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which City staff should be made aware. The project approach shall contain clarifications or additional scope of work you feel are 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, timeframes, 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 \$1,500 in the fee schedule for the Project as a contingency to be used only as directed in writing by the City's PM.

Please submit four 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:

- A. Produce a well-engineered set of PS&E that will result in a minimum number of construction contract change orders.
- B. Produce an innovative and detailed set of construction documents, which reflect field conditions, including existing drainage and utility locations.
- 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 the Consultants' proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

V. PROFESSIONAL SERVICES AGREEMENT

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

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

VI. INSURANCE REQUIREMENTS

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

Additional and primary insurance endorsements shall include City of Costa Mesa

VII. SCOPE OF CONSULTANT SERVICES

A. Project Analysis and Review:

Analyze the project, perform field review and investigations, evaluate existing conditions, research existing City plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff, affected businesses, and other agencies involved during the progress of the design for appropriate guidance and coordination (assume 3 meetings). The consultant shall take notes during the meetings and prepare meeting minutes that shall be submitted to the City for approval within three days after the meeting.

The scope of work shall address planning, environmental, and design issues for the project and adjacent private properties.

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 100% City funds.

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". The consultant shall submit one set of construction plans to each of the utility companies at all stages (70%, 90%, and final plans).

The consultant shall submit all utility correspondences to the City.

C. Aerial Topographic Survey and Base Map:

The Consultant shall perform an aerial topographic survey and prepare base maps at 1"=20' for this project. The base maps shall identify all existing street improvements, drainage structures, fire hydrants, utility facilities, landscaping, signs, street lights, existing storm drain system, etc., and other appurtenant improvements in the project areas. Reference all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on drawings; provide stations based on and begun at nearest existing street intersection stations, utilizing the existing street improvement plans.

D. 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'. Scale for detail drawings shall be as follows: Horizontal: 1" = 10'; Vertical: 1" = 1'.
2. The consultant shall prepare preliminary and final color renderings (hard copy and PDF), planting plan and palette, and a minimum of two isometric views to be used in presentations and reports.
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: , existing AC and PCC improvements, and all existing structures (power poles, storm channels, fences, trees, plants, grass, walkways, pull boxes, and sprinkler systems).

E. Specifications:

Prepare complete project specifications including Special Provisions 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.

F. 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 90% and 100% complete submittals and a final estimate upon final submittal. In addition, quantity take off sheets shall be provided by the consultant to aid the City during construction.

G. Construction Documents:

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

Final 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 and 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.

H. 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 design of the project shall be obtained by the CONSULTANT.
- g. Areas disturbed during the design and construction phases of this project must be restored to pre-existing conditions according to the City's requirements.
- h. Fieldwork will be conducted Monday through Friday from 7:00 a.m. to 5:00 p.m. or as authorized by the City.
- 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. 70% Complete PS&E's:

- a. Conduct the necessary survey for the creation of base maps and design of the improvements.
- b. 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.
- c. Prepare preliminary design and renderings.
- d. This submittal must include all the proposed improvements, construction notes and as many details as possible.
- e. Submit draft traffic control plan.

3. 90% 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 and renderings.
- c. Submit construction documents to other agencies and utility companies for review and to obtain preliminary approvals.
- d. Incorporate traffic control plan into the final plans.

4. 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 in accordance with the approved construction phasing. The final set of plans shall be printed on reproducible Mylar with each sheet stamped and signed.

5. Deliverables:

The CONSULTANT shall provide the City with the following:

- a. For 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, PDF, etc).
- b. For the final construction 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, PDF, etc.).

VIII. CITY RESPONSIBILITIES

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

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

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.

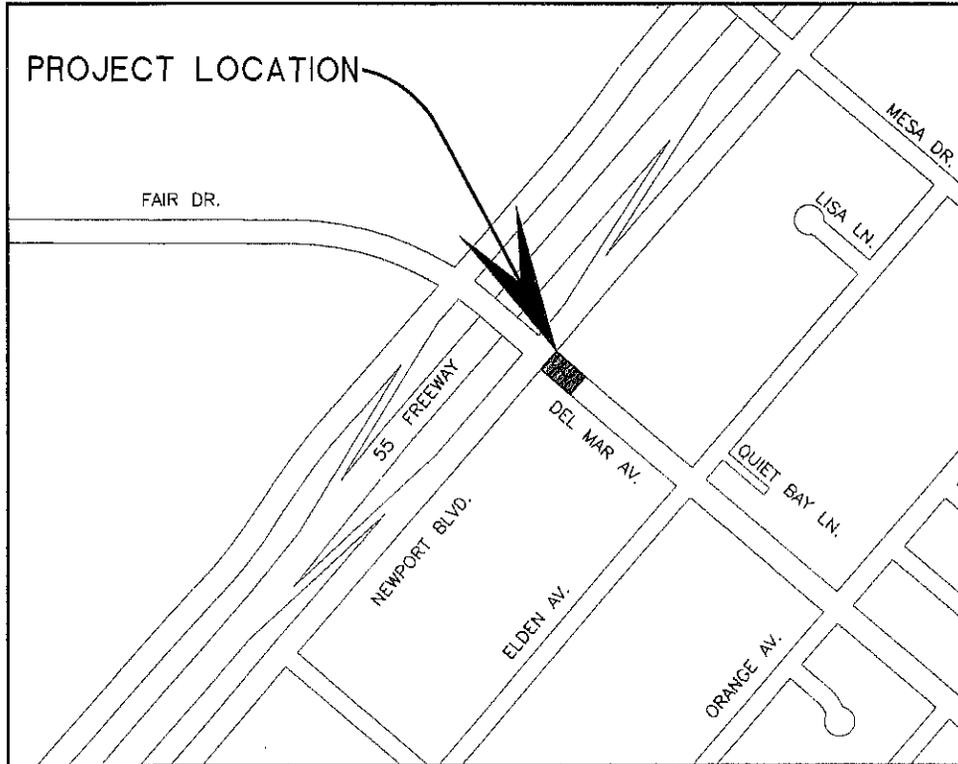
X. RIGHT TO REJECT ALL PROPOSALS

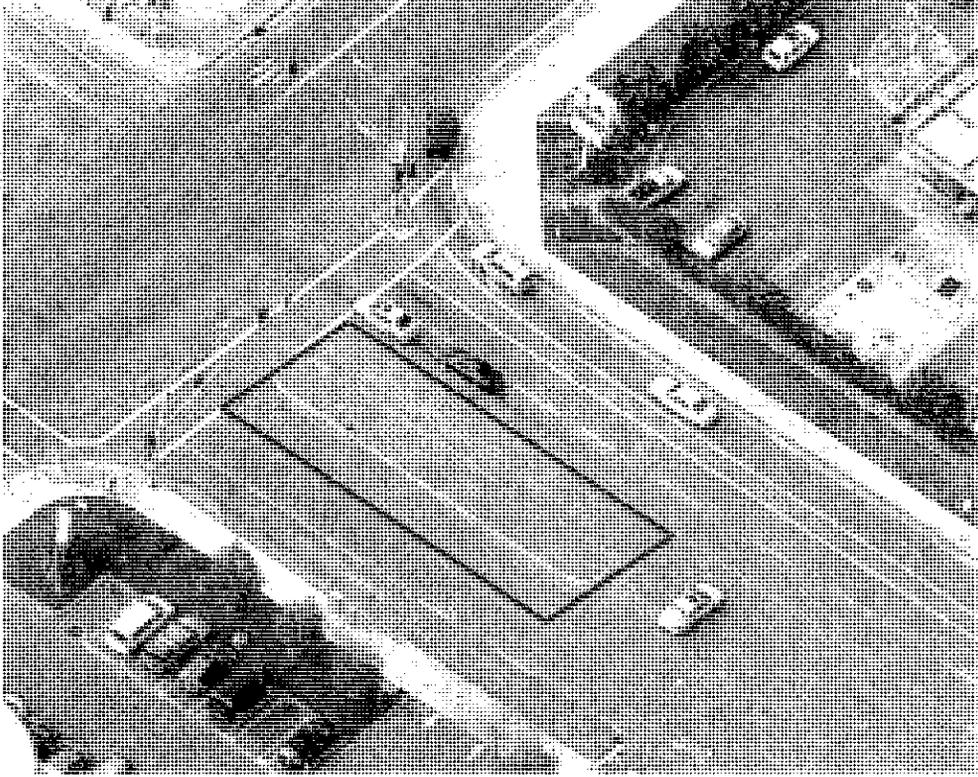
- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. All costs incurred in the preparation of the proposal, 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.

XII. ATTACHMENT





**EXHIBIT B
CONSULTANT'S PROPOSAL**

PROPOSAL

City of Costa Mesa

Landscape Architect Services for
Design of Landscape Median along Del Mar Avenue

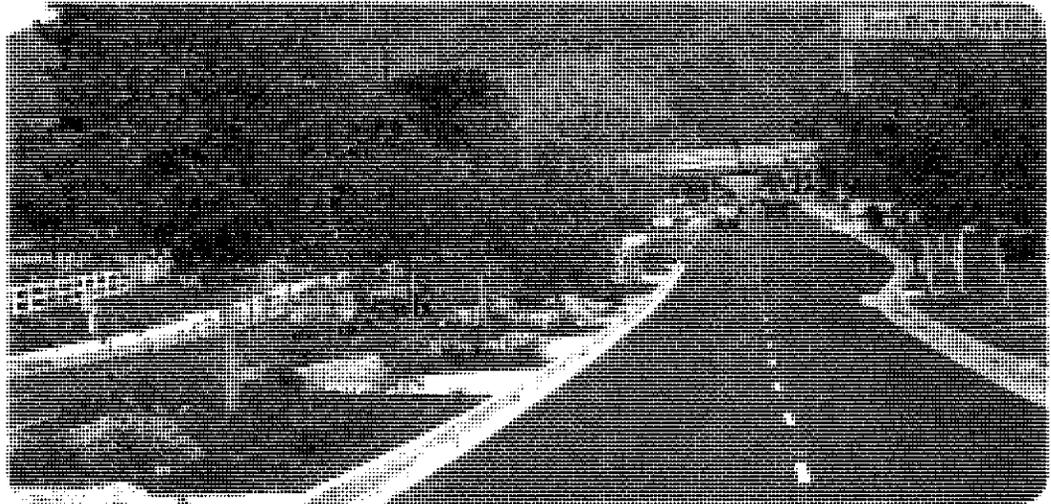
September 16, 2013

David Volz Design

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



Improvements
Smart Hot Springs



September 16, 2013

www.dvolzdesign.com

Mr. Maher Nawar, P.E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628-1200

Home Office
151 Kalmus Drive, Suite. M8
Costa Mesa, CA 92626
phone 714.641.1300
fax 714.641.1323

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

RE: Del Mar Avenue Beautification Project

Dear Mr. Newar,

The Beautification of Del Mar Avenue will be a great project for our city. As one of the gateways to Costa Mesa's eastern neighborhoods this important entry point and commercial corridor deserves an aesthetic upgrade. David Volz Design has partnered with your staff to improve several streets and highways. We bring a wealth of experience in the design of street beautification projects in Costa Mesa and in nearby cities. Recent award winning corridors include Seal Beach Boulevard streetscape, River Avenue improvements in Newport Beach and multiple projects on Jeffrey Road and in the El Camino neighborhood of Irvine.

The DVD team is excited to see the vision of an improved streetscape emphasis being undertaken throughout Costa Mesa. Our designers are looking forward to working with you to bring these ideas to a new landscape for Del Mar Avenue. We understand the many challenges in constructing improvements in the public right of way. We bring to this project experienced and focused professionals with a strong vested interest in improving the community where we work and live.

DVD would be honored to receive this commission to implement these much needed improvements to Del Mar Avenue. Please find in this proposal our extensive resume of similar street improvement projects and our long list of public agency clients. Should you have any questions about this proposal please do not hesitate to call.

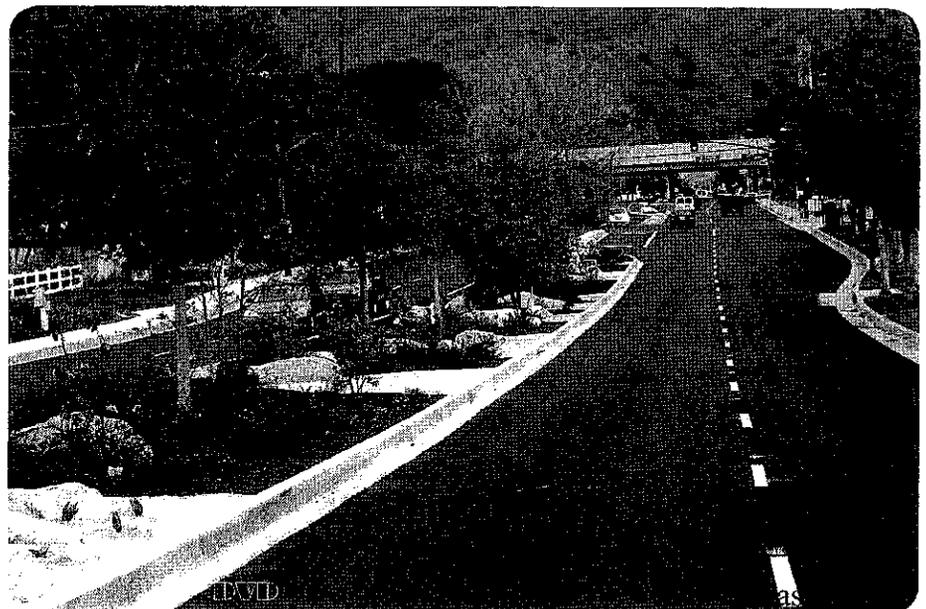
Very truly yours,

DAVID VOLZ DESIGN



David J. Volz, ALA # 2375

LEED Accredited Professional, QSD/P



UNDERSTANDING

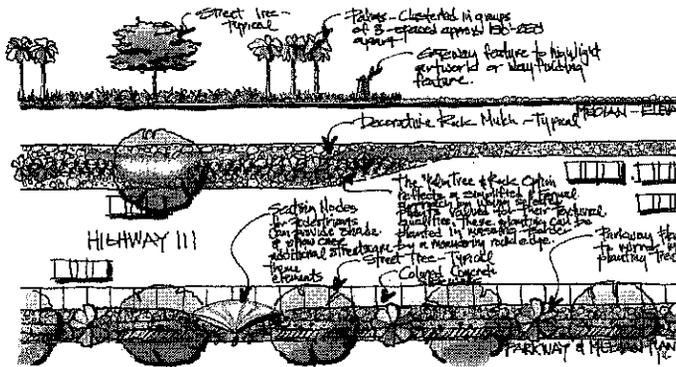
Del Mar Avenue Landscape

City of Costa Mesa

David Volz Design proposes to implement the beautification project identified in the RFP and as specifically conceptualized in your request for proposals (August 22, 2013).

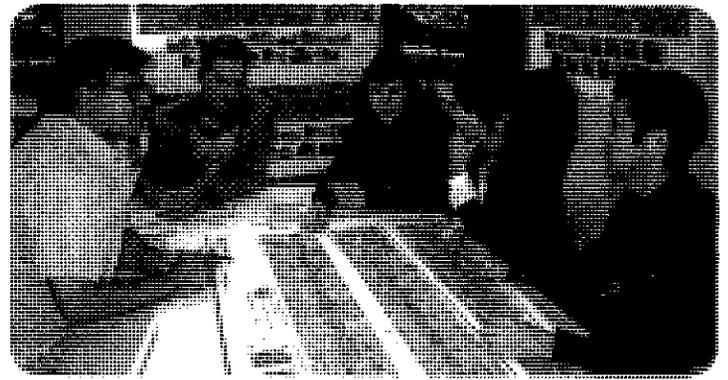
Del Mar Avenue is an extension of the Fair Drive civic center area of the city. This corridor between Newport Boulevard and Elden Avenue is seen daily by thousands of commuters going to and from this part of the city. It is also a significant node on the route that many visitors take when they go to the civic center complex and the fairgrounds. And, it is one of the few gateways along the 55 corridor to the city's eastside neighborhoods.

This little intersection is also opposite the Vanguard University campus, a hub for several bus lines, and in an area frequented by pedestrians and bicyclists. There is a lot going on at Del Mar! In addition it is often the last bit of Costa Mesa many travelers see when exiting the city north bound on the freeway.



Plan View, City of Indio

Our design team has a clear vision of the new look landscape for Costa Mesa's public spaces, colorful and a bit edgy with interesting Agaves, grasses, drought resistant shrubs and patterned rock mulch. Nice shade trees or perhaps large palms could compliment this landscape treatment at the Del Mar Median. A water thrifty irrigation system and a high level of installation control will also be a part of the DVD design work. Enhanced pavement in the crosswalks and decorative lighting will be included enhancements of the plans we will prepare.



Project Management Team/Project Quality Control

Our team is prepared to deliver this scope as outlined in the RFP. We will survey the defined street segment and prepare construction documents for the improvement of the existing raised median. Enhanced crosswalks at Newport Boulevard and at Elden Avenue are also to be designed and uplighting of the trees will be a part of the work.

We would like the city to consider the importance of this site and entertain some ideas for further enhancing this street node. We have included in this proposal several alternative service items for you to consider if there is additional funding available. Outlined in the scope of services are opportunities to explore gateway monumentation, new and larger medians with street bulbouts. Conceptual

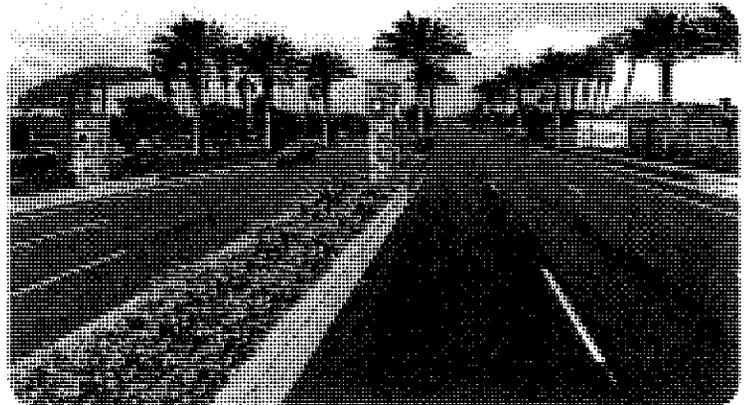


Photo Simulation FCH - Newport Beach



City of Newport Beach

UNDERSTANDING

Del Mar Avenue Landscape

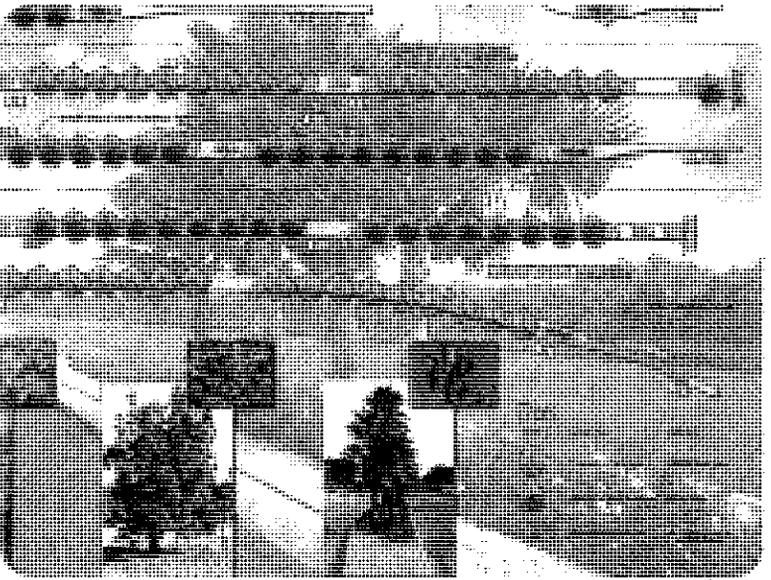
City of Costa Mesa

visualizations of potential improvements including heritage trees, sculptural elements and other enhancements of the visually important public space could be a part of an expanded scope.

Of course, whether you want to focus on the RFP's intent or if you want to consider alternative design options, DVD is ready to deliver complete and concise construction plans and specifications. Our documents are carefully checked for constructionability and "public works" grade materials, careful detailing is the hallmark of DVD's value added delivery process. Our office is within a mile of the project and we will be readily available for construction oversight reviews.

David Volz Design has provided similar services for several prominent streetscape projects in Costa Mesa and nearby cities. We will prepare accurate and precise plans and specifications for the project. Our work will include utility notifications and extensive record drawing reviews. Field reviews will be conducted by our design team to verify conditions, observe and note potential conflicts, and review site drainage.

DVD will provide continuous value engineering reviews as the designs are developed. Opportunities for cost savings materials and measures will be reviewed often with city staff. Constructability reviews will also be undertaken through onsite review of existing conditions at the time the construction plans are submitted to the city of plan check.



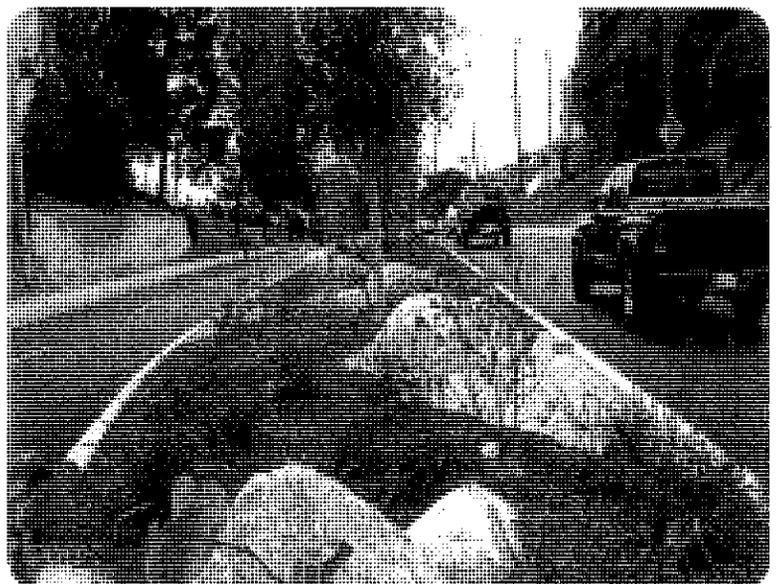
Preliminary Plans, City of Seal Beach



Del Mar Avenue, Costa Mesa - Section to be upgraded



Sea Shore Drive, City of Newport Beach



New Campus Avenue, City of San Diego

SCOPE/WORK PLAN

Del Mar Avenue Landscape

City of Costa Mesa

The following scope of services identifies the tasks and subtasks DVD's team will provide to deliver the basic services for the project identified in the RFP. David volz design can deliver these services within a two month schedule of work.

A. CONSTRUCTION DOCUMENT DEVELOPMENT

TASK ONE - INITIALIZE CONSTRUCTION DOCUMENTS

- 1.01 Schedule verification
- 1.02 Aerial Typographic survey (CNC task 2)
- 1.03 Utility coordination (per city procedures)
- 1.04 (CNC task 3)
- 1.05 Product and plant materials submittal
- 1.06 Lighting materials submittal
- 1.07 Prepare budget estimate

TASK TWO - PREPARE CONSTRUCTION DOCUMENTS

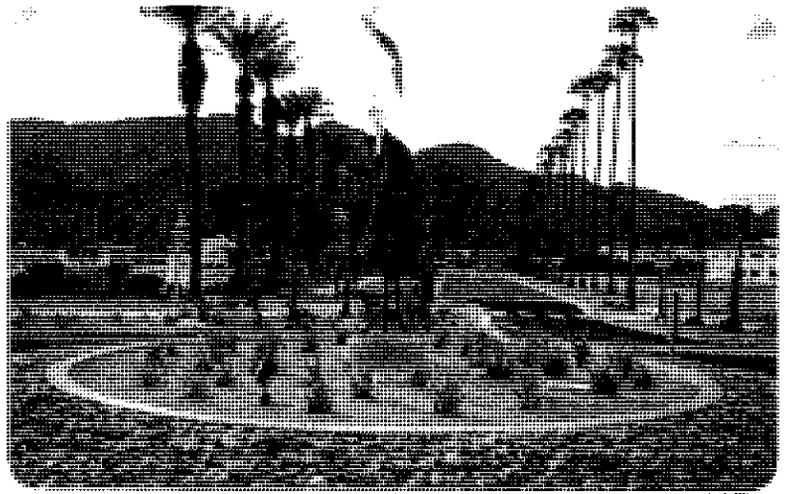
- 2.01 Prepare construction drawings
 - Landscape and irrigation
 - Electrical engineering for lighting
 - Utility connections for electrical and irrigation
- 2.02 Prepare technical specifications
- 2.03 Prepare construction cost budgets
- 2.04 Conduct project field walk and quality control review
- 2.05 Submit plans for city review

TASK THREE - FINAL CONSTRUCTION DOCUMENTS

- 3.01 City project team review of work-to-date
- 3.02 Review plan check comments
- 3.03 Revise documents
- 3.04 Turn over of original plans and specifications

DELIVERABLES - MEETINGS

- Construction Plans
- Construction Technical Specifications
- Construction Budget Estimate
- City Staff Meetings As Needed



Roundabout, City of La Quinta

B. BIDDING AND CONSTRUCTION ASSISTANCE

TASK ONE - BIDDING ASSISTANCE AND CONSTRUCTION REVIEWS

- 1.01 Provide answers to pertinent pre-bid questions
- 1.02 Assist the city in evaluation of bids
- 1.03 Respond to project Requests for Information (RFI's)
- 1.04 Participate in construction progress meetings and prepare meeting summary notes

DELIVERABLES - MEETINGS

- Bidding Assistance
- RFI Responses, Instructions
- Provide Summary of
- Participate in Construction Meetings



Construction Progress Meeting

SCOPE/WORK PLAN

Del Mar Avenue Landscape

City of Costa Mesa

C. ADDITIONAL AND ALTERNATE SERVICES

- The above scope of services address the landscaping of the one existing median identified in the RFP. The city may want to consider the following additional additive services and an expanded improvement project.



SCOPE/WORK PLAN

Del Mar Avenue Landscape

City of Costa Mesa

ALTERNATIVE TASK ONE - CONCEPT PLANNING FOR CONSIDERING THE ENTIRE CORRIDOR INCLUDING ALL CITY RIGHT OF WAY ALONG DEL MAR AVENUE BETWEEN NEWPORT BOULEVARD AND ELDEN AVENUE

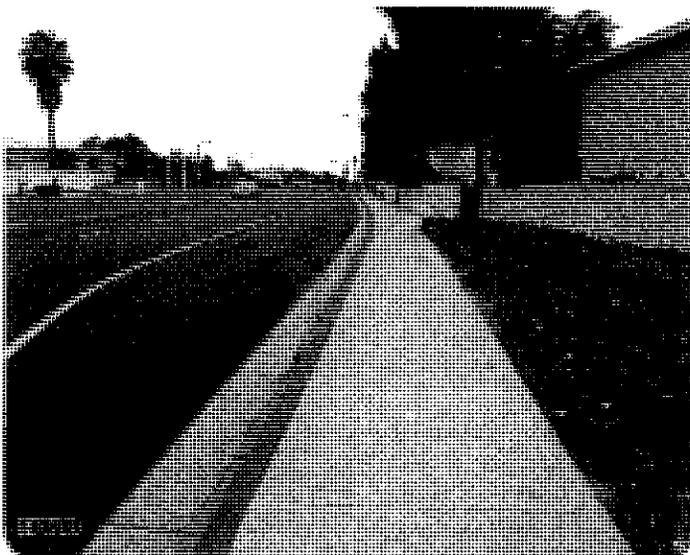
AA1.01 Prepare concept plans (up to 3) for landscaping and monumentation for expanded raised medians and pop-outs.

- a. Preliminary Plan view layouts will be developed and reviewed with city staff
- b. Concepts will be refined into colored plan view graphic exhibits.
- c. Photo realistic perspectives (2) will be prepared of the preferred alternative.

ALTERNATIVE TASK TWO - THREE DIMENSIONAL SIMULATION MODEL AND "DRIVE THROUGH" DEPICTING THE PREFERRED DEVELOPMENT PLAN

AA2.01 Computer model and "Drive Through"

- a. Computer simulation of the project design.
- b. Video of project depicting model.



Opportunities for the Street plan design at Elden Avenue

ALTERNATIVE TASK THREE - CONSTRUCTION DOCUMENTS FOR AN EXPANDED DEVELOPMENT SCOPE BASED UPON THE SELECTED DEVELOPMENT CONCEPT

AA3.01 Construction documents for expansion items

Alternative tasks for the city to consider that can be completed by our teams civil engineer, CNC Engineering

Alternative Task Four (CNC Task 2A)

AA4.01 Field topographic survey and mapping in lieu of B2 above.

Alternative Task Five (CNC Task 3)

AA5.01 Street improvement Plans

Alternative Task Six (CNC Task 4)

AA6.01 Signing and stiping plans



Opportunities for wider and longer median at mid street and turn lane enhancement

PROJECT TEAM STAFF + AVAILABILITY

DAVID VOLZ DESIGN



Our new team members will be David Volz as Principal in Charge, Gary Vasquez as Director of Design and Project Leadership. We also have on our team professional subcontractors that have worked with DVD on many of our projects. The core team and subcontractors will remain available to the project as needed from start-up through project construction completion.

City of
Costa Mesa
Del Mar Avenue
Beautification

David Volz, ALA #2375
LEED AP, QSD/P
DVD
Principal In Charge

Gary Vasquez, ALA #3883
DVD
Director of Design

Sean Nazarie, P.E.
CNC
Engineering



David Volz, LA # 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, LA # 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.



RESUME

David Volz

*Principle in Charge
Landscape Architect
LEED AP, QSD/P*



EDUCATION

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

REGISTRATION

Landscape Architect, California, #2275, 1983
Landscape Architect, Nevada, #499, 1996
LEED Certified, 2008
QSD/P, 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.

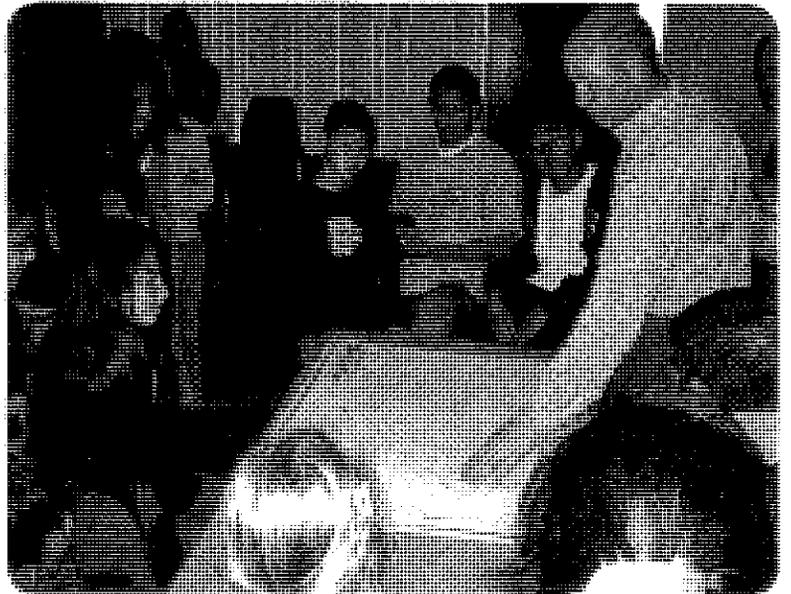
Mr. Volz has experience in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. His extensive knowledge of landscaping materials and vegetation is often called for at commission meetings and in council 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 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 only 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 public works projects for cities, school districts and public agencies throughout California.



Sea Beach Boulevard



Community Outreach



Roundabout, City of La Quinta

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

RESUME

Gary Vasquez

Director of Design
Landscape Architect
ASLA



EDUCATION

MFA, Landscape Architecture, 1989
California Polytechnic University, Pomona
BS, Ornamental Horticulture, 1985
California Polytechnic University, San Luis Obispo

REGISTRATION

Landscape Architect, California, #18884, 1992

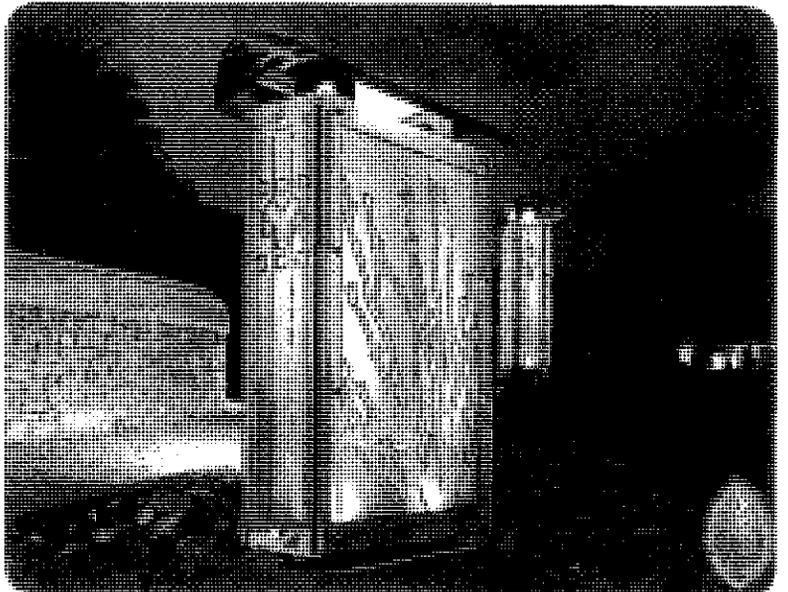


River Avenue, City of Newport Beach

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 just 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 *



Pacific Village City Hall Base Entry



Newport Beach Improvements



Award Winning Symbol

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

DVD



Sean Nazarie, P.E.
Mapping

Title: Director of Engineering
Office Location: Irvine, CA
Years of Experience: 32

Registration(s):

Registered Professional Engineer, State of California,
#C36943, 1983

Professional Affiliations:

American Society of Civil Engineers (ASCE)
Past Vice Chairman, ASCE Hydrology & Hydraulics
Technical Group, Orange County Branch
American Public Works Association (APWA)

Education:

M.S. Civil Engineering, California State University, Long
Beach, 1990

B.S. Civil Engineering, University of Southern California,
1980

Overview

Mr. Nazarie has over 32 years of experience in the field of civil engineering. He has a proven track record as a project manager, communicator and a consensus builder on several high profile and multi-discipline projects. His technical background includes design, management and construction support for roadways, flood control facilities, sanitary sewers, water distribution systems and site civil improvements.

RELEVANT EXPERIENCE

Joann Street Bike Trail, Costa Mesa, CA.

Project Manager for topographic survey and mapping of 5,000 lineal feet of bike trail along Harbor Blvd and adjacent to the Costa Mesa Golf Course. Work included design survey and utility investigation and mapping.

Topographic Survey of Harbor Blvd and Adams Ave, Costa Mesa, CA

Project Manager responsible for topographic survey mapping, utility identifications and research and property information of this major intersection with an estimated ADT of 60,000. Design survey and mapping consisted of cross section at 10-ft intervals for half mile stretches along both Harbor Boulevard and Adams Avenue, including within the intersection of these two major arterials.

Topographic Mapping of Colorado Street, Arcadia, CA

Project Manager responsible for topographic survey and mapping of approximately 700 feet of Colorado Street between Harvard Drive and West Colorado Blvd, he oversaw research, field work, mapping and submittals.

Topographic Survey of Four Intersections for the Rosedale Traffic Mitigation, Azusa, CA

Project Manager responsible for topographic survey mapping, utility identifications and research and property information of four major arterial intersections. Design survey and mapping consisted of cross section at 50-ft intervals along approximately 7,000 feet of Foothill Blvd, Citrus Ave, San Gabriel Ave and Todd Ave.

Topographic Survey of Riverside Drive and Grand Avenue, City of Lake Elsinore, CA

Project Manager responsible for topographic survey mapping, utility identifications and research and property information along a one mile long segment of Riverside Drive and Grand Avenue. Design survey and mapping consisted of cross section at 50-ft intervals and preparation base map in AutoCAD for sidewalk improvements.

Broadway Improvements from Main St. to Alondra Blvd, Carson, CA.

Project Manager responsible for topographic survey mapping, utility identifications and research and property information along a two mile segment of this primary arterial in the City of Carson. Design survey and mapping included dipping all existing manholes, utility investigation and transfer of record data onto the base map and plotting the base map and cross sections at 25-ft intervals as well as detailed survey of nine (9) intersections.

La Mirada Boulevard and Alicante Road Rehabilitation Project, La Mirada, CA.

Project Manager responsible for topographic survey mapping, utility identifications and research and property information along 1.5 miles of La Mirada Blvd. Project included survey and mapping of eleven (11) intersections.

La Palma Avenue Rehabilitation, Buena Park, CA.

Project Manager responsible for responsible for preparation of design survey and mapping, plans, specifications and estimates for pavement rehabilitation, reconstruction of 12 curb ramps, striping, construction traffic control, bid support, construction staking and responding to RFI's for 1.75 miles of this major arterial in the City of Buena Park. Construction took place adjacent to Knott's Berry Farm during the summer months. This made it challenging having to phase across each traffic intersection in order to keep all five open during construction.

Commonwealth Avenue Widening and Median Improvements, Buena Park, CA.

Mr. Nazarie served as Project Manager responsible for design of widening, median construction, pavement rehabilitation, utility coordination, median landscaping and legal descriptions for right of way acquisition along a 0.5 mile segment of the roadway. He also oversaw construction staking and support services. Construction was completed in 2003.

FIRM EXPERIENCE

Point Happy City Entry

City of La Quinta

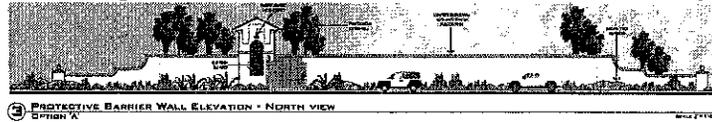
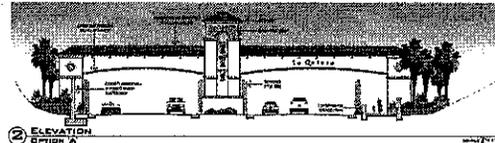
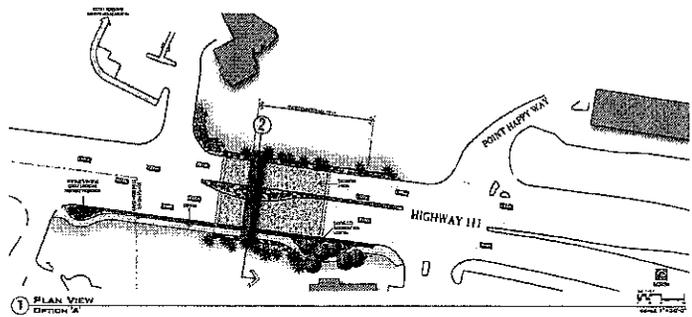
STREETSCAPE HIGHLIGHTS

- Low Maintenance • Drought Tolerant Plantings
- Sculptural Fountains • Plants
- Decorative Street Paving • Walls

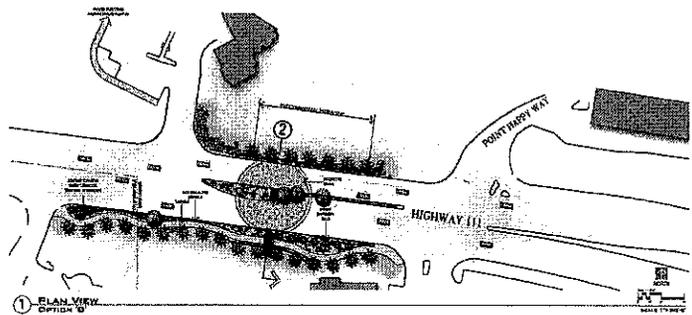
PROJECT SUMMARY

The David Volz Design team played an integral role assisting the City of La Quinta in designing a highly visible city entry statement along heavily traveled Highway 111. The design team generated multiple design concepts that included plan and elevation views for the parkways and median islands. These concepts also included decorative street paving. In addition, DVD prepared cost estimates and rendered presentation graphics to define a vision and assist city staff and public officials with their decision making process. The selected concept contained design elements similar to the architectural styling found at the nearby La Quinta Resort. Walls, bell towers, arch columns and accent plantings would be reintroduced along highway 111 to create a beautiful city entry statement to welcome visitors. DVD then prepared construction documents and specifications for Phase 1 of this project. The construction documents included parkway walls, decorative street paving, plantings, and irrigation for the parkway and medians. The bell towers, columns, arch features and additional accent plantings will be realized soon in the future.

Final Cost | Final Construction Pending
Date | Present
Contact | Tim Jonnason | 760-777-7042



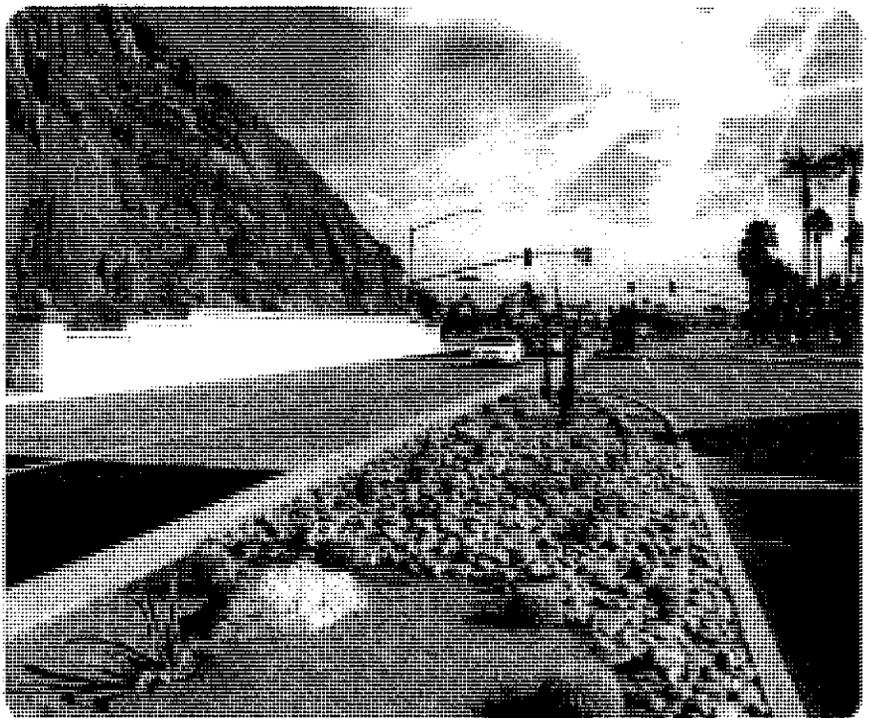
OPTION 'A'
City Council Preferred Option



OPTION 'B'



Street Widening + Aesthetic Treatment of Point Happy Mountain



Project Phase One Improvements

FIRM EXPERIENCE

River Avenue Improvements

City of Newport Beach

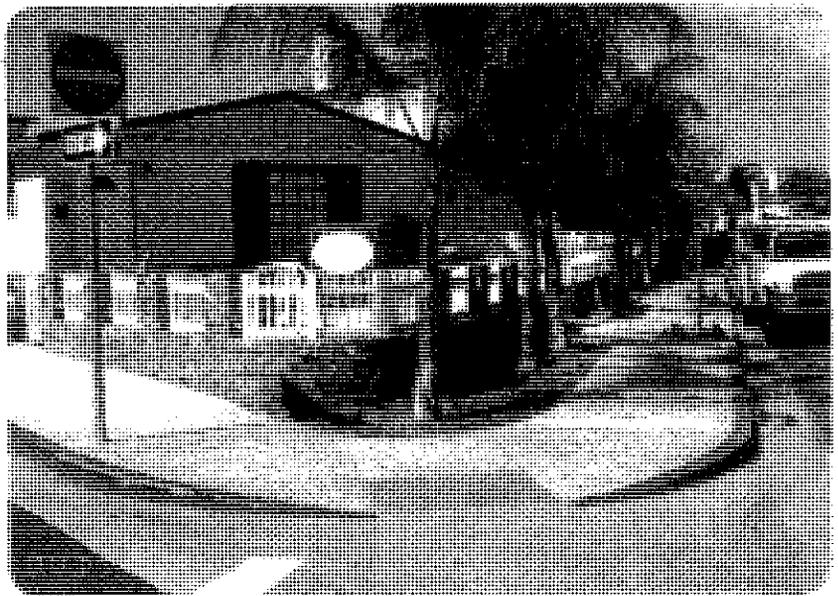
PROJECT SUMMARY

DVD worked with the City of Newport Beach to create a verdant and walkable neighborhood. The work took place along River Avenue from Balboa Boulevard to just past 5th Street. Previously, pedestrians had to traverse narrow sidewalks and were often forced into the street because driveways were so short that parked cars would block paths. Now, the sidewalks are 6 feet wide and driveways have been extended. In addition, several residents had constructed walls that jutted into the public right-of-way; crews relocated them back to the property lines and in some cases installed palm trees in the new space. Numerous planters were built along curbs, brightening up the hard-scape with flowers and trees. "The area has definitely undergone a transformation,"

Final Cost | \$250,000

Date Completed | 2011

Contact | Mike Sinacori | 949-644-3342



FIRM EXPERIENCE

West Newport Street + Landscape Improvement Project *City of Newport Beach*

PROJECT HIGHLIGHTS

- Community Outreach Design Approach
- Beautiful Architectural Details
- Enhance Design Among Multiple Streets
- Scenic Street Plantings
- Low Impact Stormwater Management
- Traffic Calming Measures
- Low Maintenance and Durable Materials

PARK SUMMARY

David Volz Design was commissioned by the City of Newport Beach to lead a Citizen's Advisory Panel (CAP) to design new and improved western gateway landscapes for the city. The panel included the mayor pro-tem and a select committee of local residents and business owners. The project included the critical intersection of West Coast Highway and Balboa Boulevard. Through a series of public meetings, the ideas for a new aesthetic treatment along these streets emerged. A new major gateway with entry monuments, walls, upgraded sidewalks, and beautiful new landscape enhancements were envisioned and approved. The two mile stretch of West Coast Highway is to receive all new landscape treatments with new medians, and right-of-way plantings. The planned scheme calls for palm trees to define the intersections, flowering trees to accent the medians and street edges with waves of colorful shrubs rolling through the landscape. Innovative storm water retention and cleaning strategies will be a part of the envisioned low impact design implementation.

The intersection of West Coast Highway at Balboa will be accented with new bus stops, landscaped screen walls and new monument signage. This landscape and street enhancement will highlight Hoag Hospital's frontage and the commercial zone.

Balboa Boulevard will be designed to provide a more pedestrian oriented thoroughfare. Traffic calming and sidewalk improvements are paramount in this more intimate landscape. The

trees selected are in scale with the pedestrian ambiance. The plant material has detail and texture. In addition, there will be planted "green" walls to screen unwanted views and curbside plantings to separate pedestrians from street traffic. The tall iconic fan palms that can be seen from the uphill streets will be retained. New medians and street edge landscapes and pavement will greet bus riders and the residents of this seaside neighborhood.

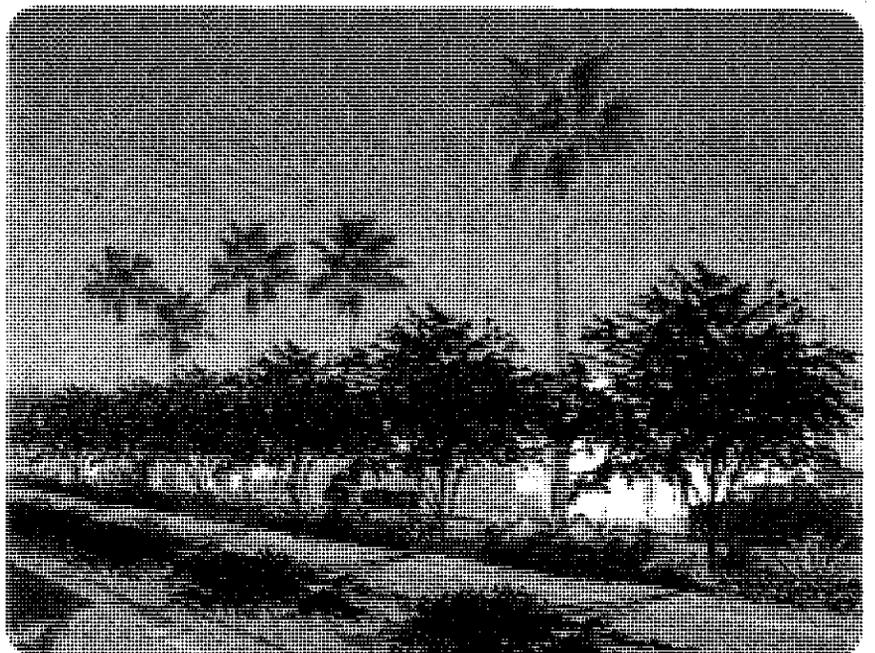
Superior Avenue will also be upgraded with new and interesting traffic barrier walls that replace the Caltrans style "K" rail. New plantings will be reminiscent of the seaside location while respecting views of the ocean.

At this point in time, the CAP has recommended this multimillion dollar improvement package to the city council and initial stages of this phased project could begin construction later this year.

Final Cost | Final Construction Pending
Date | Present
Contact | Mike Sinacori | 949-644-3342



Southeast Corner of West Coast Highway + Balboa Boulevard Artist Rendering



Balboa Boulevard Perspective Artist Rendering

EXHIBIT C
PROJECT SCHEDULE

EXHIBIT C
PROJECT SCHEDULE

David Volz Design proposes to keep to the schedule put forth in the RFP for this project.

- | | |
|---|------------|
| 1. Kick-off Conference | 10/16/2013 |
| 2. First Submittal of PS&E (70% Design Submittal)
and Final Soils Report | 12/09/2013 |
| 3. Second Submittal of PS&E (90% Design Submittal) | 1/06/2014 |
| 4. Deliver Final PS&E | 2/10/2014 |

DAVID VOLZ DESIGN
DEL MAR AVENUE
CITY OF COSTA MESA

EXHIBIT D
FEE SCHEDULE

David Volz Design

FEE SCHEDULE

DEL MAR AVENUE

City of Costa Mesa

REVISED September 30, 2013

David Volz Design along with our selected sub-consultants propose the following fee schedule to provide the services identified in our scope of services. DVD will provide for new planters areas adjacent to the existing curb and decorative street lighting, sidewalks, and crosswalks. The tasks lists below are offered at a fixed fee with the anticipated hours by task as noted.

A. Construction Document Development

1. Initialize Construction Document
2. Prepare Construction Documents
3. Finalize Construction Documents

PR \$195	LA \$175	CT \$125	AD \$115	Total Hrs	Fee
3	5	12	1	21	\$ 3,075
4	5	16	1	26	\$ 3,770
2	3	9	1	15	\$ 2,155
9	13	37	3	62	
Construction Document Development					\$ 9,000

Civil Engineering Services

1. Civil Engineering Services Basic Scope (CNC Task 1 & 2)
2. Crosswalk Engineering

\$ 8,993
\$ 4,025

Electrical Engineering Services (by Design West)

1. Electrical Engineering Services Basic Scope

\$ 4,025

Project Contingency

1. Owner to authorize any services under this task.

\$ 1,500

Reimbursables

1. Estimated Reprographics costs including project mylars

\$ 500

TOTAL PROPOSED FEE \$ 28,043

C. ADDITIONAL / ALTERNATE SERVICES

- AA 1. Concept Planning for entire corridor
- AA 2. Three dimensional simulation model

6	16	32	1	55	\$ 8,085
4	6	32	1	43	\$ 5,945
10	22	64	2	98	\$ 14,030

- AA 3. Field Topographic Services (CNC Alternate Task 2A) in lieu of Aerial Topographic Survey

Fee reduction - \$724

- AA 4. Construction document expanded development area, monument design, additional lighting. Fee dependent on selected development options

Estimated fee range \$6,000 to \$12,000

- AA 5. Street Improvement Plans (CNC)

\$ 4,232

- AA 6. Signage and Striping Plans (CNC)

\$ 1,932

NOTES & ASSUMPTIONS:

1. Sub-consultant fees include 15% mark-up.
2. Only services specifically noted in the scope of services are included in the fee schedule. Services such as construction survey, utility potholing, etc. are not included.
3. Payment of fees for permits, processing, recordation or approvals are not included here in.



EXHIBIT E
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		CONTACT NAME: Aimee La Rue PHONE (A/C No. Ex): (714) 731-7700 FAX (A/C No.): (714) 731-7750 E-MAIL ADDRESS: aimee@cornerstonespecialty.com	
INSURED DAVID VOLZ DESIGN LANDSCAPE ARCHITECTURE, INC. 151 Kalmus Drive, Ste. M-8 Costa Mesa CA 92626		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: Liberty Ins. Underwriters, Inc. 19917 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADDTL INSURED/PRIMARY <input checked="" type="checkbox"/> BLNKT WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PSB0001408 PER ATTACHED END'T AS REQUIRED BY WRITTEN CONTRACT CONTRACTUAL LIAB INCLD	3/14/2013	3/14/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PSB0001408	3/14/2013	3/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0001346	3/14/2013	3/14/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY Claims Made			BEA100668-0002	3/14/2013	3/14/2014	EACH CLAIM \$2,000,000 ANNUAL AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Del Mar Avenue. Certificate Holder and its elected and appointed boards, officers, officials, agents, employees, and volunteers are Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER Maher.nawar@costamesaca.go City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aimee La Rue/AIMEEL
--	---

Named Insured: David Volz Design Landscape Architecture, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

Schedule

Name of Person(s) or Organization(s):

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

1. SECTION II C. Who Is An Insured is amended to include as an additional insured the person or organization shown in the schedule above, 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 to the rendering of or failure to render any "professional services".
 - b. 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 SECTION I- PROPERTY AND 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.

EXHIBIT F
CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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