

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

THIS AGREEMENT is made and entered into this 28 day of March, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide landscape architectural design services for the update of City's Streetscape and Median Development Standards, 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 Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP dated November 6, 2015 ("Consultant's Proposal"), attached hereto as Exhibit "B," as modified by Consultant's revised proposal dated February 1, 2016 ("Consultant's Revised Proposal"), attached hereto as Exhibit "C," all of which are incorporated herein by this reference.

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit C. Consultant's total compensation shall not exceed Twenty-Nine Thousand Nine Hundred Seventy-Four Dollars (\$29,974.00).

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

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

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

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

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit B. 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 eight (8) months, ending on October 31, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for

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

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

## 5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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 "D" and incorporated herein by this reference.

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

## **6.0. GENERAL PROVISIONS**

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

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and

agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

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

IF TO CONSULTANT:

David Volz Design  
151 Kalmus Drive, Suite 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) 754-5164  
Fax: (714) 327-7558  
Attn: Bruce Hartley

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 "E" 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 agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

statute.

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

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

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

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

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

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

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

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

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right

or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

CITY OF COSTA MESA,  
A municipal corporation

[Redacted Signature]  
Thomas Hatch, Chief Executive Officer

Date: 3/25/16

CONSULTANT - DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.

[Redacted Signature]

Date: 3/14/16

Signature  
David J. Volz, President  
Name and Title

[Redacted]  
Social Security or Taxpayer ID Number

ATTEST:

[Redacted Signature]  
Brenda Green, City Clerk



APPROVED AS TO FORM:

[Redacted Signature]

Thomas P. Duarte, City Attorney

Date: 03/23/16

APPROVED AS TO INSURANCE:

[Redacted Signature]

Ruth Wang, Risk Management

Date: 3/21/16

APPROVED AS TO CONTENT:

[Redacted Signature]

Bruce Hartley, Project Manager

Date: 3/9/16

DEPARTMENTAL APPROVAL

[Redacted Signature]

Ernesto Muñoz, Public Services Director

Date: 3.22.16

[Redacted Signature]

Stephen Dunivent, Interim Finance Director

Date: 3.22.16

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

## **REQUEST FOR PROPOSAL (RFP)**

### **FOR THE UPDATE OF**

### **THE STREETScape AND MEDIAN DEVELOPMENT STANDARDS**

#### **I. INTRODUCTION**

The Streetscape and Median Development Standards (Standards) were adopted by the Costa Mesa City Council in 1999 and have been amended several times, with the most recent update approved on April 15, 2008. The Standards represent the adopted "vision" for the future of the City of Costa Mesa streetscapes. The Standards encompass guiding information for the selection of plants, site furnishings, median locations, or other improvements located within the public rights-of-way throughout the City. It is also the guiding document for the selection, preservation and removal of City-owned parkway trees.

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified landscape architectural/urban design/park planning firms for a comprehensive review and updating of this important document. The final Streetscape and Median Development Standards are expected to meet the City's urban streetscape development and management needs, while at the same time addressing the issues of urban forest management, water efficient and alternative landscapes in the public right-of-way.

#### **A. General Goals:**

The City of Costa Mesa is seeking a consultant with a strong background in landscape architecture and urban design that has successfully completed similar projects and has extensive experience in developing urban forestry or community landscape master plans for urban communities. The selected consultant will be responsible for the completion of a Parks & Recreation Commissioner/Staff workshop; public workshop; public presentations to the Planning Commission, Parks and Recreation Commission, and the City Council; and the preparation of the final document.

#### **B. Minimum Consultant Qualifications:**

The key project staff, furnished by the consultant, 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, project understanding, 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 proposers, the proposals shall be limited to a maximum of 30 pages (excluding front and back covers, section dividers, and resumes) and shall include the following:

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which the City should be made aware of. The project approach shall contain clarifications or additional scope of work that 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 shall be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main consultant.
- C. A list of similar projects that your firm has completed within the last five years. Information should include: project description, agency or client name, along with the person to contact and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- E. Fee proposal in a separately sealed envelope containing the following:
  1. Cover letter stating the total lump sum fee.
  2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks and number of hours assigned for specific personnel, along with their fully-burdened hourly rates. The fully-burdened 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.

Please submit five hard copies and one PDF file 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 that will evaluate the consultant on their ability to do the following:

1. Produce an innovative and detailed development standard, including conceptual plans, exhibits, and/or renderings as appropriate.
2. Have the vision to create realistic concepts and guidelines that can be readily implemented to address the community and City needs.
3. Identify applicable issues, remedies and alternatives in producing a dynamic document that will meet the City's immediate needs, yet be a building block for future enhancements.

### **IV. ESTABLISHMENT OF FEES**

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

### **V. PROFESSIONAL SERVICES AGREEMENT**

1. A sample of the required Professional Services Agreement is available upon request. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.
2. No reduction of professional services, as stated in both the City's RFP and the consultant's submitted proposal, will be allowed.

### **VI. INSURANCE REQUIREMENTS**

Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive, worker's compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

### **VII. SCOPE OF CONSULTANT SERVICES**

The 'Streetscape and Median Development Standards' (Standards) were originally adopted by the City Council in 1999 and amended on several occasions, most recently on April 15, 2008. A copy of the Standards is available through the City's website:

*<http://www.costamesaca.gov/modules/showdocument.aspx?documentid=7654>*

It is a guide for the orderly development and management of parkways, medians and the urban forest for the City. The Standards have served well, but emerging issues are either not addressed or are dated in their content, making it abundantly clear that the document needs to be completely re-evaluated and updated. It is anticipated that the same general scope and format utilized in the current Standards will not be adequate to produce the contemporary work product desired.

The proposed Scope of Consultant Services includes, but shall not be limited to, all of the following:

A. Commissioner, Staff and Public Input Process:

- Identify current issues with water conservation, urban forestry management, tree removal, tree selection, streetscape site furnishings, Complete Streets legislation, and plant selection as it relates to the purview of the Standards.
- Assure Commissioners, City staff, development community, residents and other stakeholders that they are provided with an opportunity to participate in the renewing of this document.
- Conduct workshops with affected stakeholders.
- Attend various commission and City Council meetings to present the work product.
- Act as professional facilitators to gather specific information about the various elements contained in the document.
- Provide well-organized and directed activities, techniques and formats that will ensure that a positive, open and proactive public participation process is achieved.
- Provide written summaries of the results of all workshops and meetings.
- Review pertinent data provided by the City of Costa Mesa.

B. Progress Reporting

- The consultant and the City's Project Manager shall hold progress meetings as often as necessary. The consultant shall supply the City's Project Manager with at least one (1) copy of all completed or partially completed reports, or other work products as deemed necessary by the City Project Manager at least three (3) working days prior to the progress meeting. The City's Project Manager shall schedule the meetings, as necessary.

C. 'Standards' Document

- Based on previously completed tasks, develop a draft Streetscape and Median Development Standards document.
- Following City staff review, prepare draft versions for general public distribution and consideration at formal public meetings.

- Attend public meetings. Anticipate two Parks and Recreation Commission meetings (one Presentation and one Final Adoption) and potentially two City Council meeting. (one Study Session and one regular Council meeting).
- After City Council action, prepare a finalized document that incorporates Council-directed changes, as needed.

#### D. Action Plan

- Develop project calendar and milestones to demonstrate a continuous progression through final adoption.
- Develop workshop strategies and support information.
- Complete research of other municipalities to locate similar documents as potential resources.
- Complete research of the Costa Mesa Municipal Code to insure consistency with the developed work product.
- Complete research of Complete Streets legislation to ensure future consistency as development occurs.

#### E. Development of Final Plans and Supporting Materials

- The Standards must include urban forestry guidelines; tree planting lists; tree removal policies; parkway and median planting schemes and plant palettes; parkway policy statements; site furnishing details and other related information that articulates a clear vision for the City's future development or renovation of parkways, medians and other road-side public spaces. The final document shall include color renderings to clearly illustrate the proposed looks and feel of the public spaces and street corridors. The document shall address and be sensitive to the individuality of the various locations and neighborhoods in the City. The City's eclectic nature should be represented in the Standards.
- A minimum of one (1) meeting before the Parks and Recreation Commission leading to the recommendation to the City Council to adopt the proposed Master Plan.
- A minimum of one (1) meeting with the City Council to consider the adoption of the final Streetscape and Median Development Standards.
- A color version of the draft Standards document consisting of one (1) printed and bound color copy and an electronic copy in a format compatible with the City's software.
- A color version of the final Standards document consisting of ten (10) printed and bound color copies and an electronic copy in a format compatible with the City's software.

#### F. Miscellaneous

- Develop a plan and project schedule.
- Attend, lead and facilitate community meetings as necessary.

- Develop and manage the tools necessary to collect input from appointed and elected officials; City staff and community stakeholders.
- Other work items as necessary.

G. Products

- One (1) draft Master Plan Document (hard copy and electronic files)
- Ten (10) camera-ready copies of the Final Plan.
- Original graphics.
- One (1) copy of text on computer disk.

## **VIII. CITY RESPONSIBILITIES**

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

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

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

## **X. RIGHT TO REJECT ALL PROPOSALS**

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's or otherwise.

All costs incurred in the preparation of the proposal, the submission of additional information, and/or any aspect of a proposal, prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals and documents submitted to the City of Costa Mesa become the City's property for its own use as deemed necessary.

## **XI. SUMMARY**

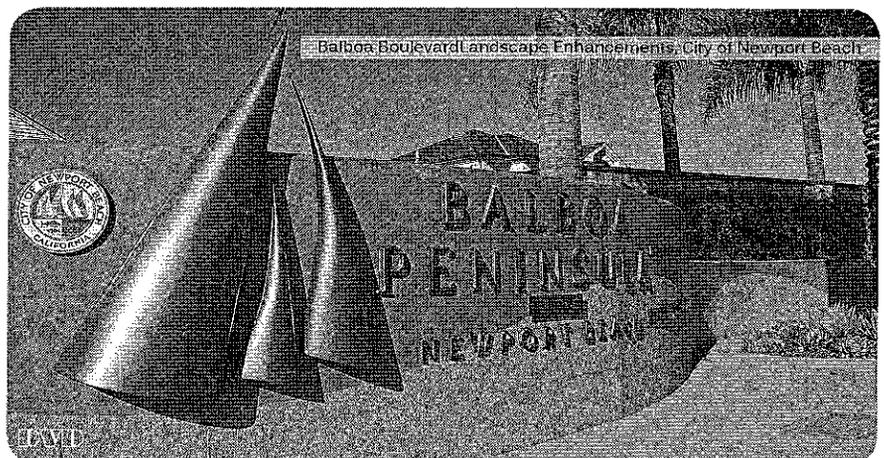
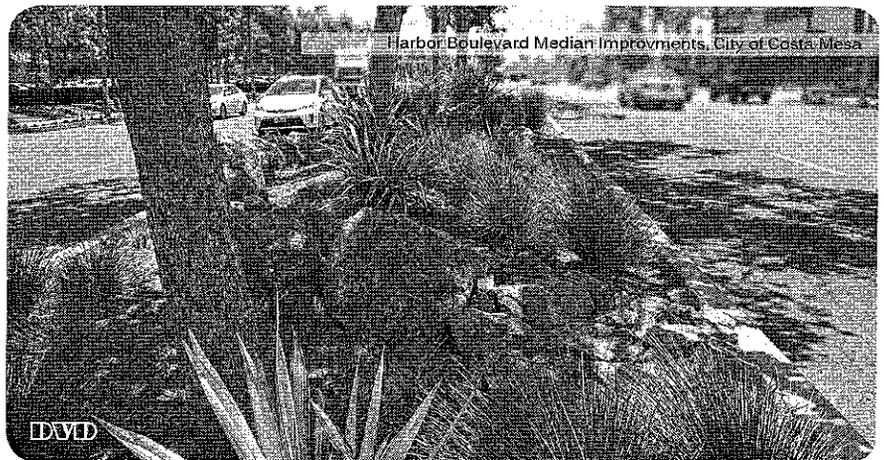
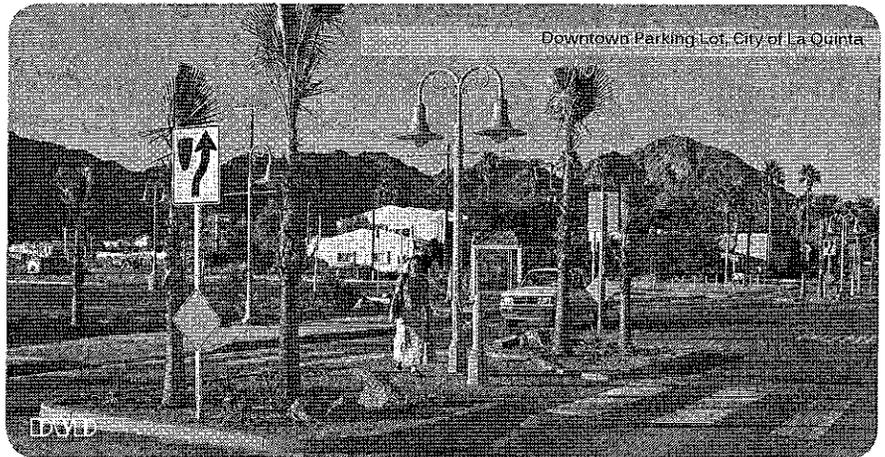
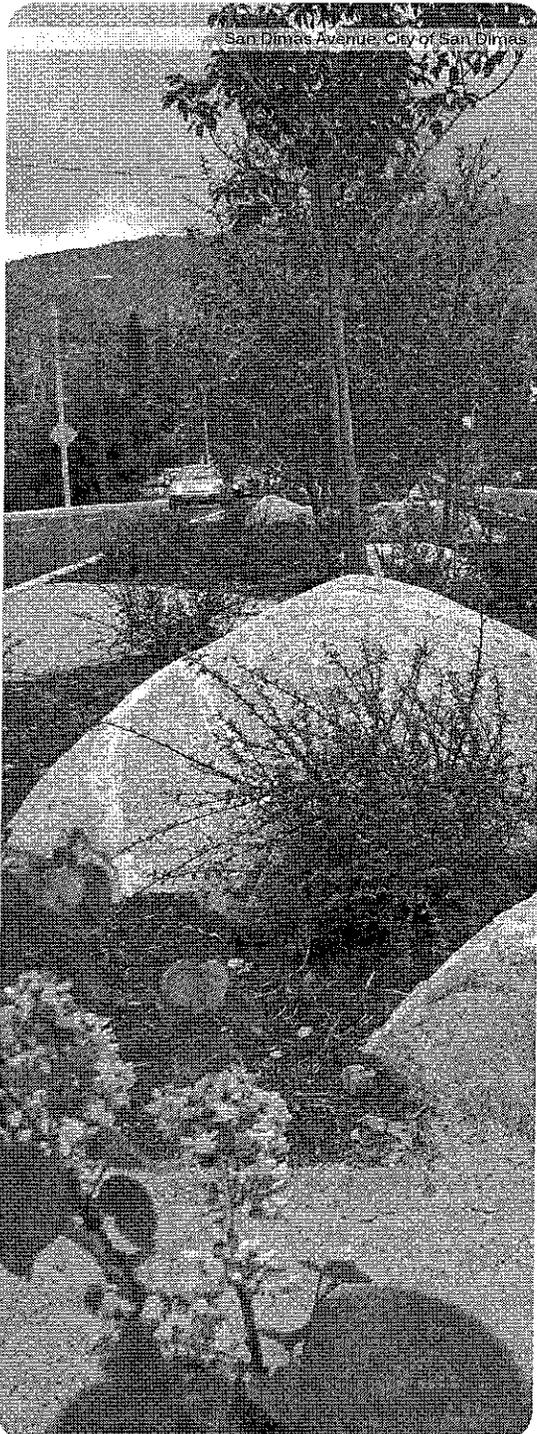
Your participation is greatly appreciated by the City. It is the intent of this RFP to establish the minimum consultant services required by the City. To assist in your preparation, this RFP was categorized into sections stating the specific requirements of the City. It is the intent of the City to select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

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

# PROPOSAL

## City of Costa Mesa

To Provide Landscape Architectural Design Services for the  
Update of the Streetscape and Median Development Standards



November 6, 2015

www.dvolzdesign.com

Bruce Hartley  
City of Costa Mesa  
Public Services Department / 4th Floor  
77 Fair Drive, PO Box 1200  
Costa Mesa, Ca 92628-1200

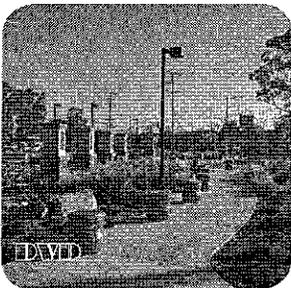
**Home Office**  
151 Kalmus Drive, Suite. M8  
Costa Mesa, CA 92626  
phone: 714.641.1300  
fax: 714.641.1323

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

**RE: Proposal to Provide Landscape Architectural Design Services for the Update of the Streetscape Development Guidelines**

Dear Mr. Hartley,

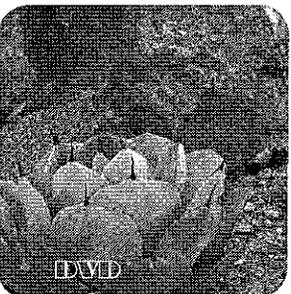
One thing that makes Costa Mesa great is the many eclectic neighborhoods and enclaves that can be found and discovered throughout the City. The east side, the west side, Bristol Street, the Harbor corridor, Mesa Verde, South Costa Plaza, Soho, and the Civic Center all have unique characteristics. Even within these broader collections of neighborhoods, there are distinctive designations like 17th Street, Goat Hill, the Triangle, Old Newport Boulevard, Fairview Park and the Camp/Lab areas.



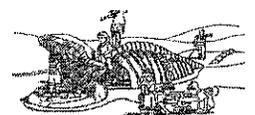
The arterial streets and main thoroughfares connect these destinations to make up our vibrant metropolis, an exciting place to live and work. The public spaces along these main transportation routes provide easy movement between neighborhoods and destinations, and these networks' aesthetic elements provide the setting that helps to define the various communities and the City character.



David Volz Design (DVD) has completed several streetscape enhancement studies and has provided construction plans for many Costa Mesa projects. We have also prepared landscape standard guidelines for several nearby municipal agencies. The DVD team recently worked with the community and elected officials in Newport Beach to develop guidelines for arterials in the western end of their City. The award winning Balboa Boulevard Landscape Enhancements from West Coast Highway to the pier was the initial development based upon the guidelines DVD developed. In Costa Mesa, DVD has designed planning documents for a great new development plan for the West 17th Street corridor. This planning effort included an extensive community outreach program. Also for the recently upgraded Harbor Boulevard corridor running south of the 405, DVD developed the plans that resulted in the commercial district's bold new medians and right-of-way. This project will receive an APWA design award next month.



Our firm has strong ties to our Costa Mesa community and we have a keen understanding of the neighborhoods and districts that make up this vibrant city. DVD has a dedicated team ready to lead this outreach and develop new aesthetic and landscape standards for streets and medians. Team leadership will be provided by professionals you know and who know Costa Mesa. I, David Volz, will be the principal in charge of the project and lead the presentations. Gary Vasquez, director of design, will provide project management and design inspiration. Our team will



include professionals with expertise in plant materials, irrigation, urban forestry, and graphic arts.

Costa Mesa is a special client and our relationship with the community and the City will be evidenced in our dedication and enthusiasm throughout each step of this project. Thank you for the opportunity to propose on this exciting quality of life enhancing city-wide project.

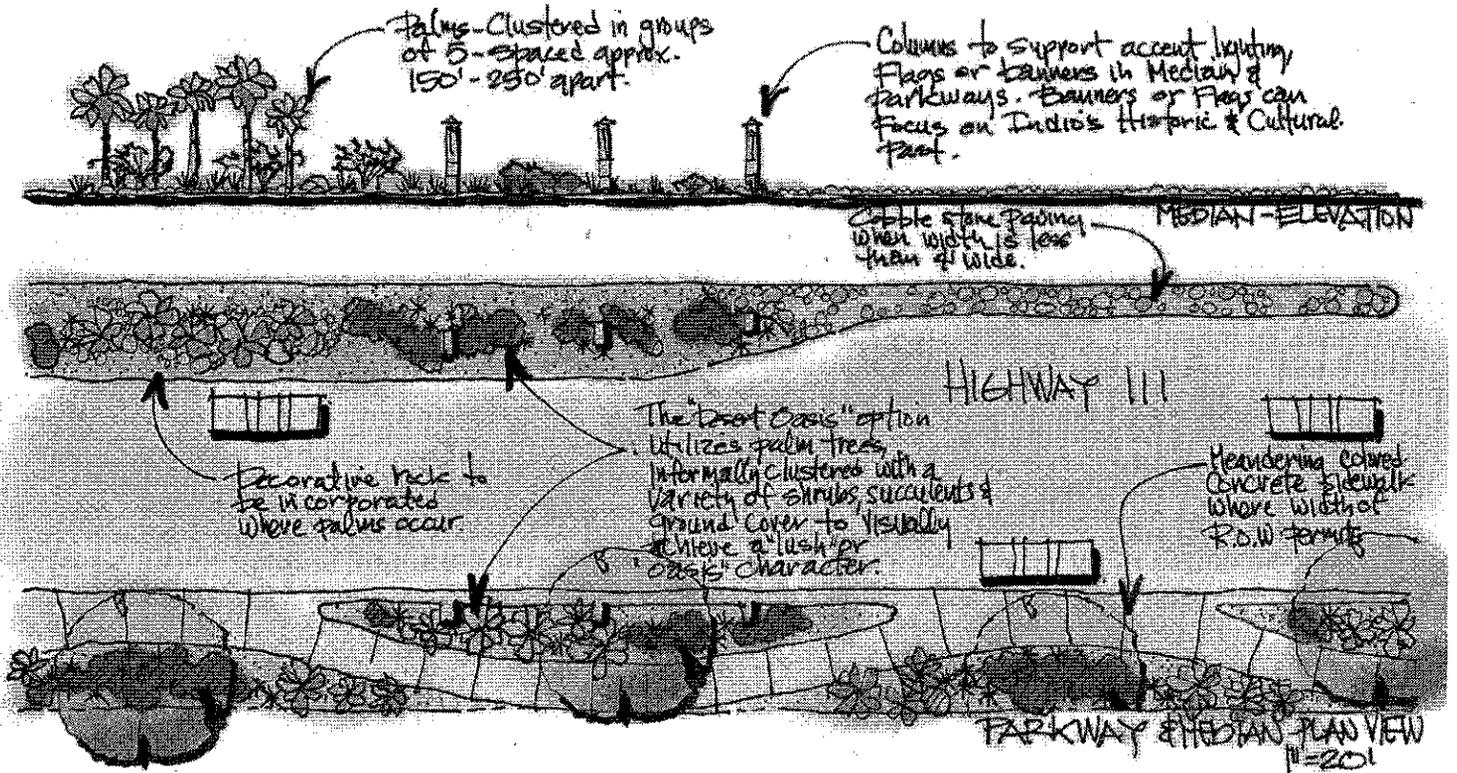
Should you have any questions, please do not hesitate to call.

Very truly yours,

**DAVID VOLZ DESIGN**



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



HWY 111 Concept Sketch, City of Indio

# TABLE OF CONTENTS

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Seal Beach Boulevard Median Improvements, City of Seal Beach

## Work Plan

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- Community Outreach Program
- Quality Control
- Ability to Budget

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- Firm Profile
- Organizational Chart
- Resumes
- References

## Project Experience

## Project Schedule

## Appendix

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- Letters of Recommendations

## Cost Proposal (Separate Envelope)



# SUSTAINABILITY

David Volz Design is committed to delivering public landscapes that are sustainable and beautiful. We embrace the principles of design that encourage stewardship of our resources, respect for the environment and creative sustainable practices. Through our affiliation with LEED's, we identify and quantify the sustainability of our designs. From our parks, all accessible playgrounds, streetscapes and sport fields to our historic gardens, DVD delivers outstanding, sustainable, award winning projects.

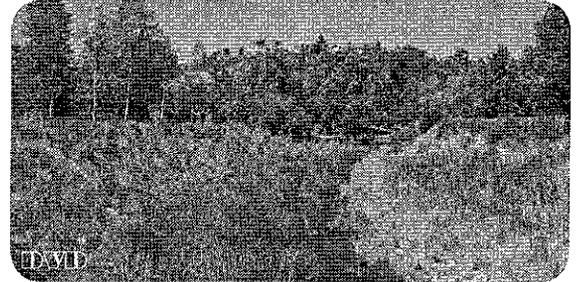
A beautiful and sustainable landscape starts with a clear understanding of the client's requirements, the site and environs and a creative approach to the design process. Water efficiencies, energy use reductions, waste reduction, recycled content and localized material's sourcing can all be quantified and are an integral part of our design.

David Volz Design is dedicated to the opportunity and challenge of creating unique spaces and special places that draw inspiration from the environs and the community. Our team is detail oriented and our focus is on delivering outstanding public landscapes that meet and exceed the expectations of our clients. David Volz Design believes the very definition of sustainability speaks of environments that are well used and enjoyed, and maintainable over time. We at DVD believe that the ultimate measure of sustainability of any public space has to be high use and enjoyment over the long term.

Resource conservation through the use and specification of recycled and reused materials and identification of locally sourced goods are important sustainability issues. Adaptive reuse of on-site materials, carefully balanced grading operations and protection of on-site resources are always considered in our designs.

Water resources are conserved through our thoughtful low water use planting schemes, precise irrigation layout and control systems, as well as, stormwater capture, cleaning and reuse. For pollution prevention, best practices stormwater recycling plans are embraced and integral to our designs. On site water detention, bio filtration, permeable pavement, and many other measures are creatively incorporated into the landscapes we design.

Our award-winning design of Rancho Mirage City Hall has been recently highlighted by the Sustainable Sites Initiative. David Volz Design is proud to have been chosen for this honor. The Sustainable Sites Initiative is an interdisciplinary effort by the American Society of Landscape Architects, the Lady Bird Johnson Wildflower Center and the United States Botanic Garden to create voluntary national guidelines and performance benchmarks for sustainable land design, construction and maintenance practices.



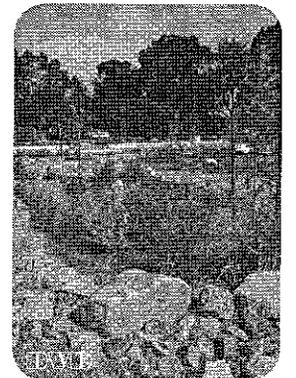
La Paz Sports Complex, City of Laguna Niguel  
Storm Water Retention & Cleaning



Los Rios Park, City of San Juan Capistrano - Permeable Paving



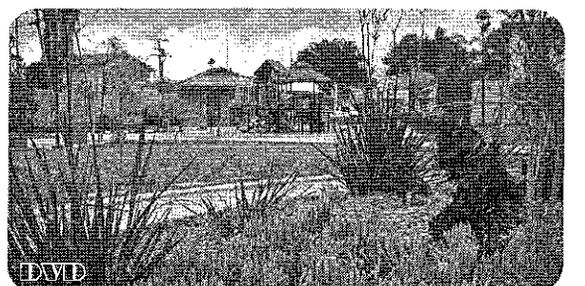
Rancho Mirage City Hall,  
City of Ranch Mirage  
Maintenance Reduction



Admiral Kidd Park,  
City of Long Beach  
Storm Water Retention & Cleaning



Tustin Branch Trails, City of Tustin - Recycled & Revised Materials



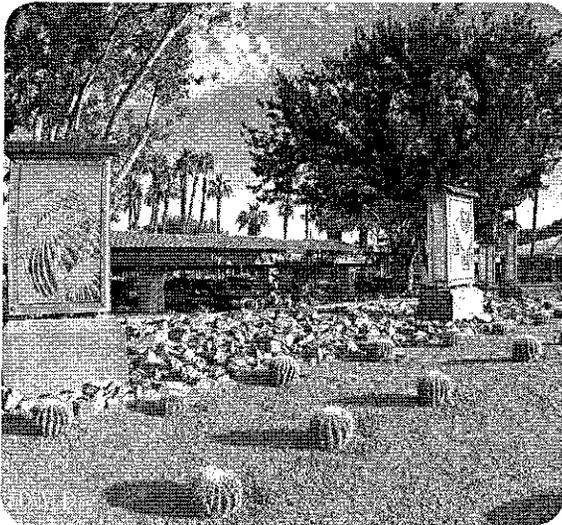
Hopper Park, City of Lawndale



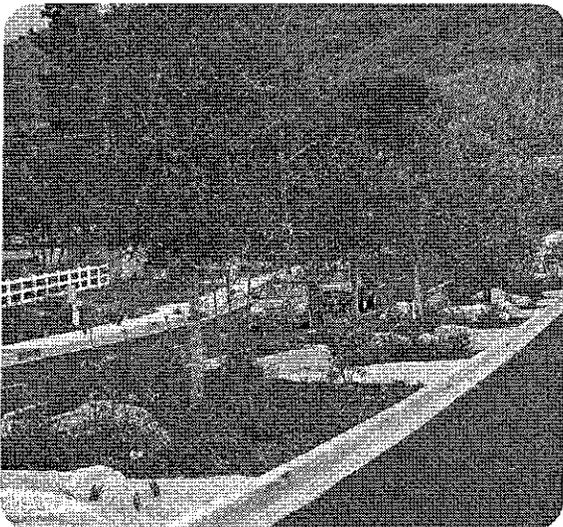
# SCOPE OF SERVICES



Harbor Boulevard Median Improvements, City of Costa Mesa



Rancho Mirage City Hall, City of Rancho Mirage



San Dimas Avenue, City of San Dimas

## A. Project Initialization

1. Assemble background documents
  - a. Current Costa Mesa Streetscape and Medians Standards and Amendments
  - b. Research similar documents from other municipalities
  - c. Costa Mesa Municipal Code related items
  - d. Complete Streets, Green Streets and LID Initiatives and Guidelines
2. Kick-off and scheduling meeting with city staff

## B. Prepare initial study elements and report items

1. Urban forestry guidelines
2. Tree planting lists
3. Tree removal policies
4. Parkway and median planting schemes
5. Plant palettes
6. Parkway policy statements
7. Site furnishing details
8. Articulation of a clear vision for parkways, medians, and roadside public spaces

## C. Prepare renderings

1. Prepare renderings and standard plans that illustrate the proposed aesthetic and landscape improvements
  - a. Typical median and parkway options for various neighborhoods throughout town

## D. Initial workshop/presentation with Parks and Recreation Commission

1. Review objectives and background information
2. Present preliminary findings and explore options
3. Review study elements and initial ideas
4. Collect input and receive direction on development of draft standards

## E. Prepare draft document

1. Assemble and prepare guidelines and details based upon the identified study
2. Prepare descriptions of the identified study elements and report items
3. Address direction given by Commission and staff
4. Reach out to stakeholders and the community
5. Provide working draft document for City staff review and comment
6. Upon direction of city staff prepare and circulate draft

# SCOPE OF SERVICES

standards document

7. Prepare support exhibits, details and renderings
8. Prepare presentation materials

## F. Prepare for public distribution of draft document

1. Upon city direction, prepare draft document for distribution
2. Provide for electronic distribution of draft document

## G. Commission presentation

1. Present findings to date
2. Review draft documents with commission
3. Gather input from Commission, public, and staff
4. Document input received

## H. Commission presentation of final adoption document

1. Update documents as directed
2. Prepare for presentation of updated adoption review document
3. Publish updated adoption review document
4. Present new adoption review document to Commission

## I. Prepare for Council presentation

1. Update documents as directed by City staff/Commission
2. Prepare for presentation
3. Publish presentation content

## J. Present updated Streetscape and Median Standards for Council consideration

1. Present document to City Council
2. Collect input and direction
3. Provide amendment documentation as required
4. Review updated document at follow-up council meeting if needed

## K. Project Management

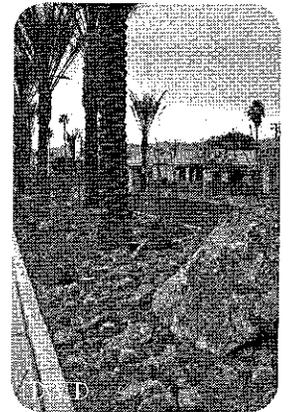
1. Project schedule control and updates provided monthly
2. Project strategy and review meetings with City staff monthly and as-needed
3. Documentation, communication, and project administration
4. Quality control
5. Management and preparation of deliverables



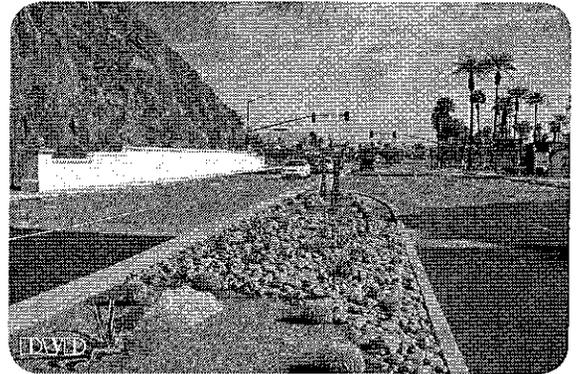
Balboa Boulevard Landscape Enhancements, City of Newport Beach



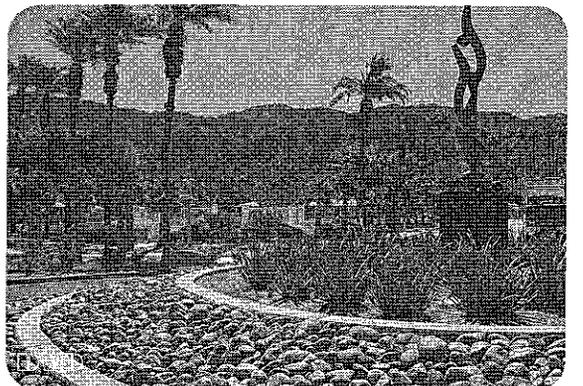
Harbor Boulevard Median Improvements, City of Costa Mesa



Admiral Kidd Park, City of Long Beach



Point Happy, City of La Quinta



Round-a-bout, City of La Quinta

DVD

# COMMUNITY INSPIRED DESIGN PROGRAM

## QUESTIONS WE WILL ASK THE COMMUNITY AT THE INITIAL COMMUNITY DESIGN WORKSHOP

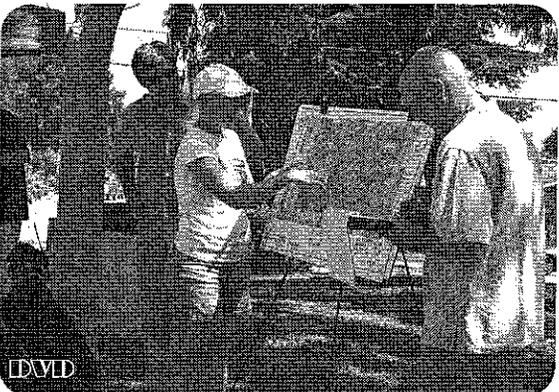
- What look and style defines the public landscapes of Costa Mesa?
- Are there enhancements that the community would like to explore?
- What specific elements are wanted and needed to define the current and future streetscape across Costa Mesa?
- What type of furnishings and materials should be included?
- Are there items or descriptions that could add to the opportunities for more sustainable designs?
- Is there a theme or physical elements that could make these landscapes more distinctive?

For any community inspired design program, David Volz Design envisions a robust community engagement process. Our initial community meeting will be a participatory community brainstorming session focused on gathering ideas for developing the basis for the new standards. Our preparation for this input will include site reviews and analysis of the plans and documents related to recent streetscape improvements. We will gather "seed" ideas from city staff and from our own site reviews. Our team will assist in the preparation of notices and graphics to get the word out - to invite the community to help identify themes and styles for their neighborhoods.

These and many other questions will be asked and answered through the initial and follow-up meetings with the community. We will begin the initial workshop with a "brainstorming" session, our team will introduce "seed" ideas that will encourage thoughtful responses and open the discussion for brainstorming and continued idea generation. We will look to the community for ideas about possible guideline updates.

The DVD team will take the ideas and inspirations received from the community at the initial project meeting and refine the ideas into initial concept plans. These conceptual layouts will be presented to city staff in an idea consolidation meeting. The best ideas and themes will then be refined for the community to consider. The second community workshop will be a bit more formal. The refined guideline ideas will be presented, and the ideas reviewed. We will look for agreement from the participants on the elements which will become a part of the draft standards. Comments and input will be received to refine the vision and program and to obtain consensus for the guideline elements. Following this consolidation meeting, a draft standard plan update report will be prepared. This will then be presented to the public and the Commission and Council for review and comment. Upon the city leader's direction a final adoption report will be prepared.

The community workshops that DVD facilitates are the best medium for finding out what the citizenry desires. Allowing the community to stand in a place of ownership aids in a smooth planning process. In the long term, this ownership translates into community supported policies that reflect the collective vision.

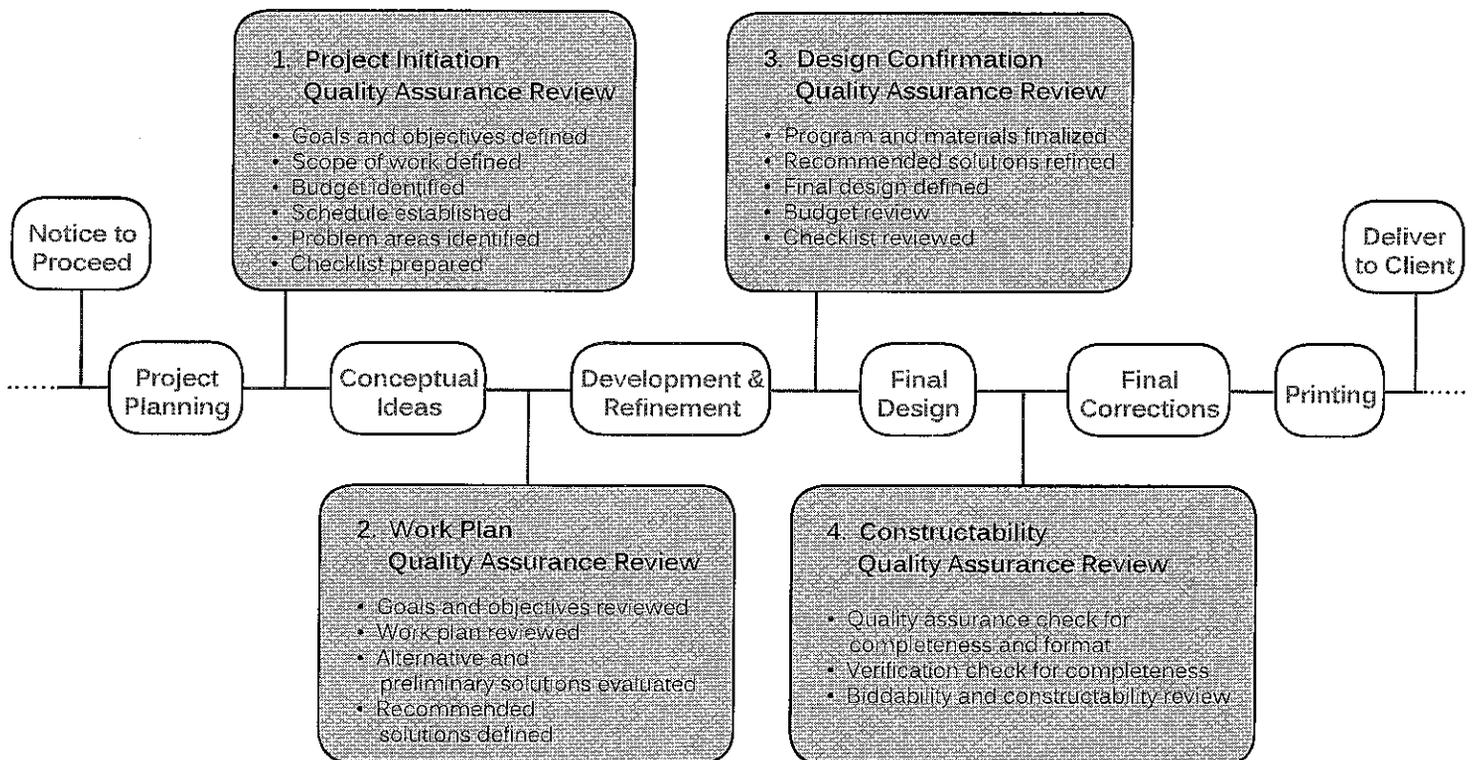


# QUALITY CONTROL PROGRAM

DVD has an established quality control and assurance program that we undertake for all our design services, and for this project. The primary elements include:

- Verification that required deliverables and documents noted in the Scope of Work are provided.
- A Peer Review will be conducted by our senior professional staff to solicit critical comments and verify correctness.
- Retention of documents with highlighted markings and red-line comments, and verification that required revisions are incorporated into the updated documents.
- Continual assessment and tracking of project schedule and budget against baseline data.
- A complete construction review for constructability and biddability of the complete PS&E package will be assigned to experienced professionals on staff prior to final submittal to our client.

The Principal-in-Charge will be responsible for implementation of these Quality Control measures.



# DAVID VOLZ DESIGN FIRM PROFILE



## PLANS, DESIGNS + MANAGES THESE PROJECT TYPES:

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



LEED Accredited

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

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

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

Ever mindful of our role as stewards of the land, DVD's design philosophy includes careful consideration for realistic maintenance requirements and construction cost parameters. Our company understands the importance of protecting the environment, protecting our resources and the health of future generations. DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer QSD company. We understand the commitment we have to the public to deliver quality projects that offer a high return for the public funds invested; projects that can be maintained and deliver a lifetime of service to the communities they are built for.

Our philosophy also embraces any opportunity to interact with the public to create environments that meet their needs. DVD's proven outreach approach has often been the catalyst for our most successful projects. Our proven approach and input we receive provides the inspiration that leads to creative and innovative solutions.

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

**DAVID VOLZ DESIGN**  
**LANDSCAPE ARCHITECTS, INC.**  
[www.dvolzdesign.com](http://www.dvolzdesign.com) | Founded in 1997 | SBL

**Corporate Office:**  
 151 Kalmus Drive, Suite M8  
 Costa Mesa, CA 92626  
 Phone: 714-641-1300  
 Fax: 714-641-1323  
 Email: [dvd@dvolzdesign.com](mailto:dvd@dvolzdesign.com)  
 Hours of Operation: 9am - 5pm

**La Quinta Office:**  
 78060 Calle Estado  
 La Quinta, CA 92253  
 Phone: 760-580-5165

**San Jose Office:**  
 111 N. Market Street  
 Suite 300  
 San Jose, CA 95113

**Contact Person:**  
 David Volz, President  
 151 Kalmus Drive, Suite M8, Costa Mesa, CA 92626  
 714-641-1300  
[dvolz@dvolzdesign.com](mailto:dvolz@dvolzdesign.com)

S-Corporation | 18 years in business | Wholly owned Business  
 DVD has never filed for bankruptcy | 8 employees  
 David Volz RLA#2375 | Gary Vasquez RLA #3883



# ORGANIZATIONAL CHART

Our creative designers have the background and expertise to deliver outstanding landscape architecture services for your city's project. For this work, we have assembled a highly qualified team of landscape architects and specialized design consultants. The team will deliver:

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

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

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

**INTEREST IN YOUR PROJECT** - DVD is ready to take on your projects and bring them to successful completion. DVD is focused on delivering outstanding public facilities to communities throughout California. Our team is dedicated to the success of your projects!

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

City of Costa Mesa  
Update of the Streetscape and Median  
Development Standards

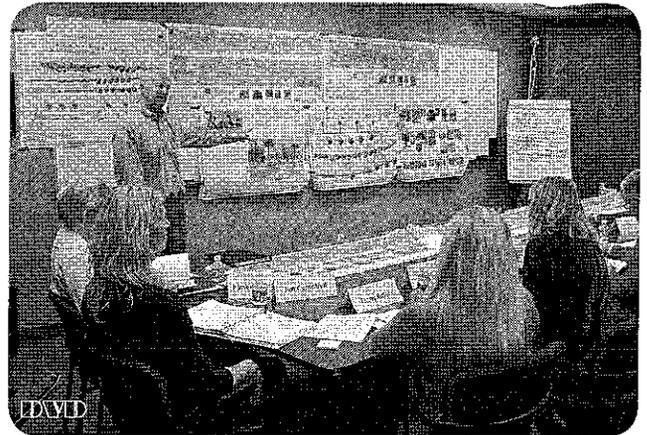
David Volz Design Landscape Architects, Inc  
*Landscape Architecture*

David Volz  
RLA #2375, LEED AP, QSD/P  
*Principal in charge*

Gary Vasquez  
RLA #3883  
*Senior Project Manager / Director of design*

Paul Cassar  
*Project Manager*

Angela Lee  
*Project Designer*



# DAVID VOLZ RESUME



## PRINCIPAL IN CHARGE

**DAVID VOLZ, Principal in Charge**, has over 30 years of experience in the design of successful public landscapes, streetscapes and parks. He has managed public design projects

including the master planning, design, and construction of municipal projects for more than 100 public agencies in California.

Mr. Volz has a broad base of experience focused 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. He has comprehensive experience in storm water treatments, habitat restoration, walking trails and water conservation.

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

Public landscape, streetscape and park project experience is Mr. Volz's design focus. Serving in various capacities from principal-in-charge to designer, he has overseen scores of award winning projects for cities, school districts and public agencies throughout California.

## EDUCATION

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

## REGISTRATION

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

## RELEVANT PROJECT EXPERIENCE

### BALBOA BOULEVARD LANDSCAPE ENHANCEMENTS

Newport Beach, Ca  
Client: City of Newport Beach

**Principal in charge**, worked with the client to determine goals, presented on multiple occasions to the community and council/commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents.

Client Contact/Title: Iris Lee, Senior Civil Engineer

Client Contact Phone/Email: (949) 644-3323, ilee@newportbeach.gov

### MARINE WAY

Irvine, Ca  
Client: City of Irvine

**Principal in charge**, worked with the client to determine goals, presented on multiple occasions to the community and council/commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents.

Client Contact/Title: Kirk Streets, Senior Project Manager

Client Contact Phone/Email: (949) 724-7554, kstreets@ci.irvine.ca.us

### KATELLA AVENUE

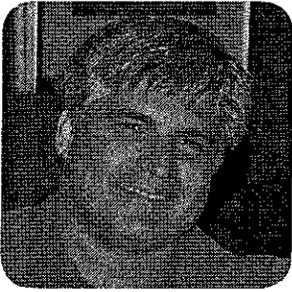
Stanton, Ca  
Client: City of Stanton

**Principal in charge**, worked with the client to determine goals, presented on multiple occasions to the community and council/commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents.

Client Contact: Jim Box, City Manager

Client Contact Phone/Email: (714) 379-9222 x.277, jbox@ci.stanton.ca.us

# GARY VASQUEZ RESUME



## SENIOR PROJECT MANAGER / DIRECTOR OF DESIGN

**GARY VASQUEZ**, Senior Project Manager, provides senior design leadership as a result of 20 years of experience

designing multi-faceted projects throughout California. His design abilities have proven to be not only innovative and unique, but award-winning. He will work under the direction of David Volz providing creative design solutions to the challenges and opportunities that arise. Mr. Vasquez has provided high quality project management on many of our firms' most successful and highly acclaimed park projects.

Mr. Vasquez has extensive experience in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He is a key figure in our community outreach program and successfully integrates the ideas generated through the public input process to create the master plan. His dedication to ensuring the community's input has led to extremely successful 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 Park 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.

### EDUCATION

MLA, Landscape Architecture, 1989, California State Polytechnic University, Pomona

BS, Ornamental Horticulture, 1986, California State Polytechnic University, San Luis Obispo

### REGISTRATION

Landscape Architect, California, #3883, 1992

### ACCOMPLISHMENTS

Designer of the Year Award, APA 2010

### RELEVANT PROJECT EXPERIENCE

#### HARBOR BOULEVARD IMPROVEMENTS

Costa Mesa, Ca

Client: City of Costa Mesa

**Project Manager**, worked extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

**Client Contact/Title:** Baltazar Mejia, Senior Engineer

**Client Contact Phone/Email:** (714) 754-5291, baltazar.mejia@costamesaca.gov

#### DIAMOND BAR BOULEVARD / GRAND AVENUE STREETSCAPE

Client: City of Diamond Bar

**Project Manager**, worked extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

**Client Contact/Title:** David Liu, Director of Public Works

**Client Contact Phone/Email:** (760) 770-3224, DLiu@diamondbarca.gov

#### ADMIRAL KIDD PARK

Long Beach, Ca

Client: City of Long Beach

**Project Manager**, worked extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

**Client Contact:** Anna Mendiola, Park Development Officer

**Client Contact Phone/Email:** (562) 570-3165, anna.mendiola@longbeach.gov

# PAUL CASSAR RESUME

## PROJECT MANAGER

**PAUL CASSAR, Project Manager**, has more than 13 years of experience in landscape architecture working on projects for public agencies. His design expertise ranges from recreational parks to streetscapes, school sites, as well as city design guidelines.

A benefit to Mr. Cassar's design ability is his attention to detail and his knowledge of playground design, the latest construction practices and materials, ADA accessibility concerns, and his experience in the installation of hardscape, softscape, and irrigation systems. He brings field investigation, research, and communication experience to each of our projects.

Mr. Cassar has been a key figure at DVD in coordinating design development plans and carrying them through construction drawings. He is known for his ability to collaborate with a variety of clients, architects, engineers and designers and to successfully manage projects from beginning to end. He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients. He cooperates well with staff, clients, and agencies to create successful products and works closely with contractors during construction. He is typically responsible for plan checking to ensure the successful completion and delivery of projects.

He utilized his expertise in a wide variety of projects including the Los Rios Park in San Juan Capistrano, Balboa Boulevard in Newport Beach and El Cariso Regional Park in the County of Los Angeles. In addition, the Maryland Avenue Park he collaborated on in Glendale won the APWA 2014 Project of the Year Award for Recreation and Athletic Facilities.

## EDUCATION

BS, Landscape Architecture, 2005  
California State Polytechnic University,  
Pomona

## RELEVANT PROJECT EXPERIENCE

### BALBOA BOULEVARD LANDSCAPE ENHANCEMENTS

Newport Beach, Ca  
Client: City of Newport Beach

**Project Manager**, worked extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

**Client Contact/Title:** Iris Lee, Senior Civil Engineer  
**Client Contact Phone/Email:** (949) 644-3323,  
ilee@newportbeach.gov

### HARBOR BOULEVARD IMPROVEMENTS

Costa Mesa, Ca  
Client: City of Costa Mesa

**Project Manager**, worked extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

**Client Contact/Title:** Baltazar Mejia, Senior Engineer  
**Client Contact Phone/Email:** (714) 754-5291,  
baltazar.mejia@costamesaca.gov

### MARINE WAY

Irvine, Ca  
Client: City of Irvine

**Project Manager**, worked extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

**Client Contact/Title:** Kirk Streets, Senior Project Manager  
**Client Contact Phone/Email:** (949) 724-7554,  
kstreets@ci.irvine.ca.us

# ANGELA LEE

## PROJECT DESIGNER

---

**ANGELA LEE, Project Designer**, has worked as part of the David Volz Design team since 2013. She has experience in many aspects of the public landscapes design process including conceptual planning, planting design, irrigation design, and community presentation techniques.

Ms. Lee is extremely knowledgeable in drafting construction documents and understands exactly what information contractors will need. Her abilities include computer graphic skills, writing and composition, and an aptitude for tackling challenging tasks with timely completion of duties. She is typically responsible for plan checking to ensure consistent update of plan details from client requests.

Not only does she understand and work on the design and construction process but she is excellent at analyzing data from our community input charrette process to help form a common goal of what the community desires. Noteworthy projects include El Cariso Regional Park of Los Angeles, Harbor Avenue in Costa Mesa, and many more projects approaching construction.

## EDUCATION

BA, Cinematic Arts, 2003  
University of Southern California

MLA, Landscape Architecture, 2010  
School of Natural Resources  
University of Michigan

"Landscape architecture is so important, the environment around us affects the way we behave and how we feel. I really appreciate the goal of this office to make parks and public spaces that people can enjoy and feel proud of their communities."

- Angela Lee

## RELEVANT PROJECT EXPERIENCE

### BALBOA BOULEVARD LANDSCAPE ENHANCEMENTS

Client: City of Newport Beach

**Project Designer**, responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests

**Client Contact/Title:** Iris Lee, Senior Civil Engineer

**Client Contact Phone/Email:** (949) 644-3323,

ilee@newportbeach.gov

### HARBOR BOULEVARD IMPROVEMENTS

Client: City of Costa Mesa

**Project Designer**, responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

**Client Contact/Title:** Jim Box, City Manager

**Client Contact Phone/Email:** (714) 379-9222 x277,

jbox@ci.stanton.ca.us

### DIAMOND BAR BOULEVARD / GRAND AVENUE STREETSCAPE

Client: City of Diamond Bar

**Project Designer**, responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

**Client Contact/Title:** David Liu, Director of Public Works

**Client Contact Phone/Email:** (760) 770-3224,

DLiu@diamondbarca.gov

# DAVID VOLZ DESIGN PROJECT EXPERIENCE

## CITIZEN'S ADVISORY PANEL / BALBOA BOULEVARD LANDSCAPE ENHANCEMENTS *City of Newport Beach*

**Client:**  
City of Newport Beach

Iris Lee  
Senior Civil Engineer  
(949) 644-3323  
ilee@newportbeach.gov

**Elements:**  
Entry monuments  
New bus stops  
Pedestrian-oriented thoroughfare  
Colorful plantings  
Green walls  
Storm water retention

**Services provided:**  
Community Outreach, Master Plan, Design  
Development, Construction Documents,  
Bidding Assistance, Construction Period  
Services

**Awards:**  
ASCE Community Enhancement Project of  
the Year

**Date of completion:**  
January 2015

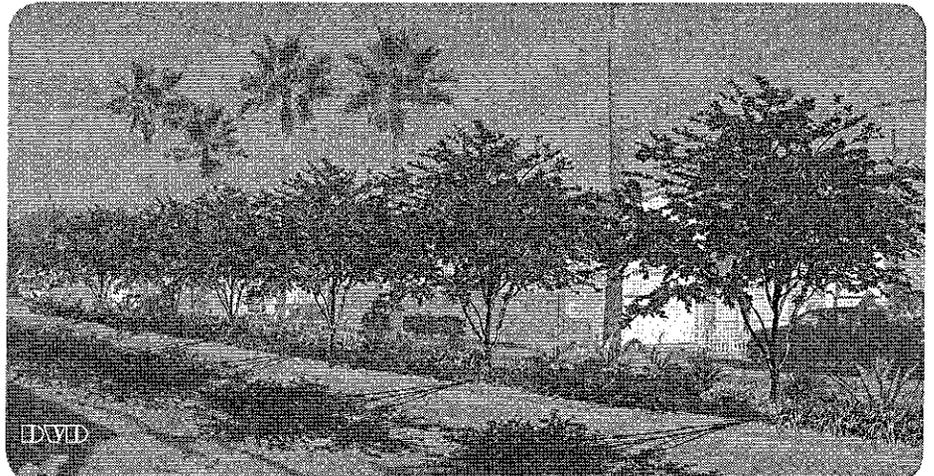
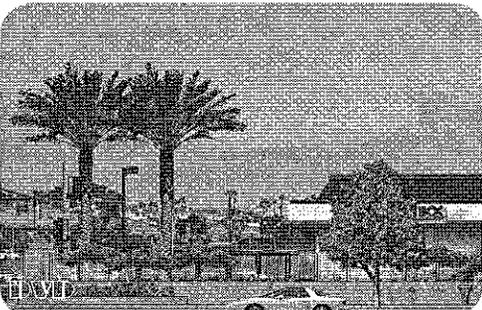
**Cost of Design:**  
\$279,000

**Cost of Construction:**  
\$2 million

**Staff:**  
David Volz, Gary Vasquez, Paul Cassar,  
Angela Lee



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 5 miles of arterial streets and 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. 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. Project Update: The first phase of the Balboa Boulevard Improvement Project is now complete. This 2 mile, \$2 million enhancement has just been constructed and the beautiful new landscape is starting to bloom!



# DAVID VOLZ DESIGN PROJECT EXPERIENCE

Client:  
City of Diamond Bar

David Liu  
Public Works Director  
(909) 839-7040  
Dliu@diamondbarca.gov

Date of completion:  
2014

## DESIGN GUIDELINES FOR GRAND AVENUE & LONGVIEW DRIVE STREET BEAUTIFICATION *City of Diamond Bar*

The major thoroughfares in the City of Diamond Bar are getting a makeover. At Grand Avenue and Diamond Bar Boulevard new median plantings are being accented by custom precast concrete pilasters, rail fences and corten steel silhouettes of windmills and farmland. The sidewalks and cross walks are being built with colorful interlocking pavers. New street trees with custom cast "Diamond Bar" branded tree gates will complement a new city clock and the stylized, sophisticated, ranch theme and heritage of this great city.

At Grand Avenue and Longview, the city's eastern gateway, a large new city entry sign highlights a beautiful and grand gateway into the city. New street trees, enhanced crosswalks, decorative parkway and median railings enrich the overall aesthetic image and provide a cohesive set of elements along this important Grand Avenue corridor. The materials, colors, design elements and detailing of these aesthetic street improvement projects are being incorporated into other sites throughout the city. Design guidelines that the David Volz Design developed are influencing design elements at commercial sites and public landscape refurbishment projects. Five other major intersections will be redeveloped using these guidelines over the next 2 years.

### PLANT PALETTE INFORMATION



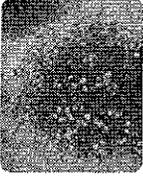
GREVILLEA LANIGERA  
'LOW FORM'  
WOOLLY GREVILLEA

SIZE  
• 2' tall x 4' wide  
• Min. Planting Size: 5 gallon



HESPERALOE PARVIFLORA  
'RED' + 'YELLOW' VARIETIES  
RED + YELLOW YUCCA

SIZE  
• 2' tall x 2' wide  
• Min. Planting Size: 1 gallon

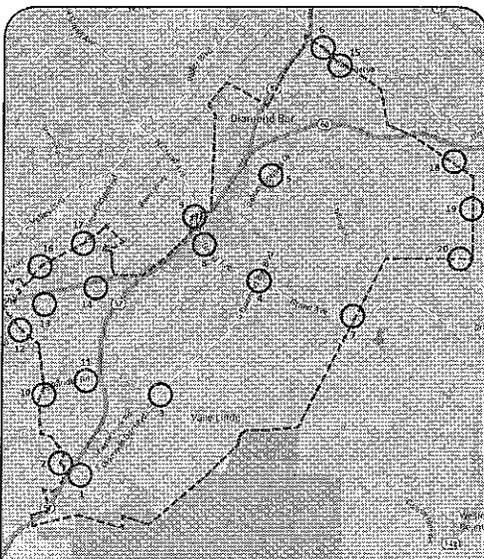


LANTANA 'NEW GOLD'  
NEW GOLD LANTANA

SIZE  
• 2' tall x 4' wide  
• Min. Planting Size: 1 gallon

DIAMOND BAR II

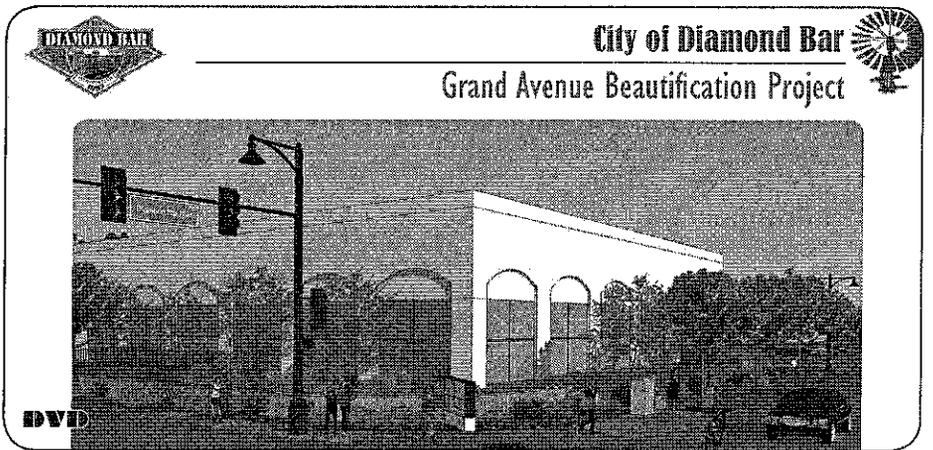
(SHRUBS + GRASSES + SUCCULENTS)



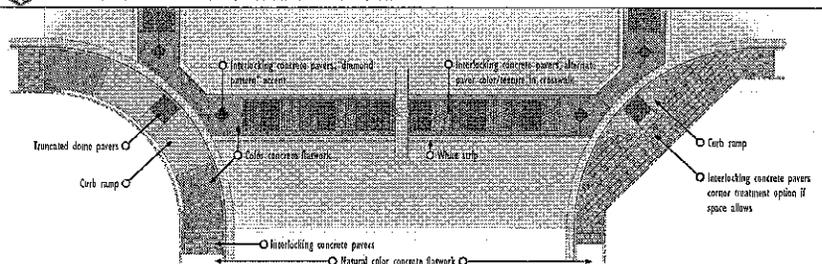
### DIAMOND BAR | STREET INTERSECTIONS

- |   |   |   |
|---|---|---|
| Diamond Bar Blvd @<br>1. Brea Canyon Rd<br>2. Fallow Field Dr<br>3. Pathfinder Rd<br>4. Grand Ave<br>5. Golden Springs Dr<br>6. Ave Rancheros | Pathfinder Rd @<br>10. Peaceful Hills Rd<br>11. Brea Canyon Rd<br><br>Golden Springs Dr @<br>12. Calbourne Dr<br>13. 5 Lemon Ave<br>14. Brea Canyon Rd<br>15. Ave Rancheros | 5 Lemon Ave @<br>16. Lyorning St<br><br>Brea Canyon Rd @<br>17. Washington Ave<br><br>Chino Hills Pkwy @<br>18. Scenic Ridge Rd<br>19. Chino Ave<br>20. Edison Rd |
|---|---|---|

DVD



### Grand Avenue Beautification Project Enhanced Pedestrian Crosswalk - Plan View



### Median and Parkway Design Opportunities



DVD

DVD

# DAVID VOLZ DESIGN PROJECT EXPERIENCE

## STREET MEDIANS DEVELOPMENT GUIDELINES *City of Coachella*

Client:  
City of Coachella

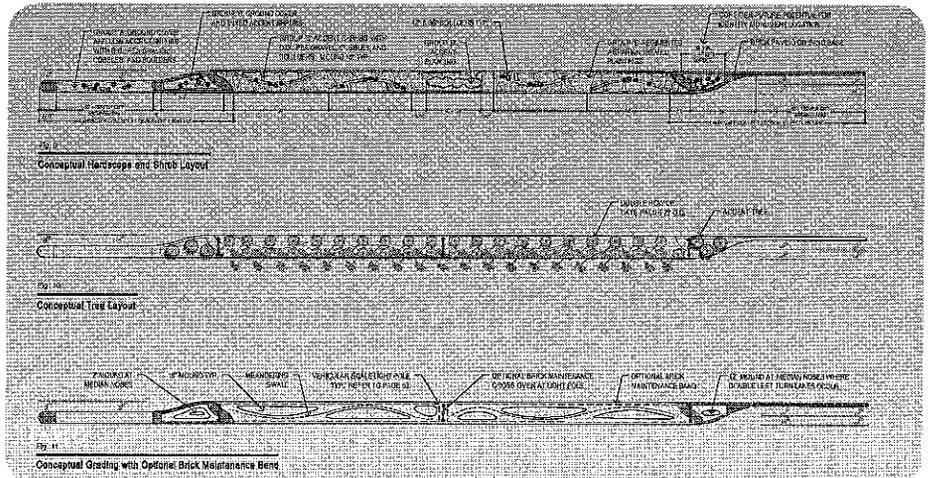
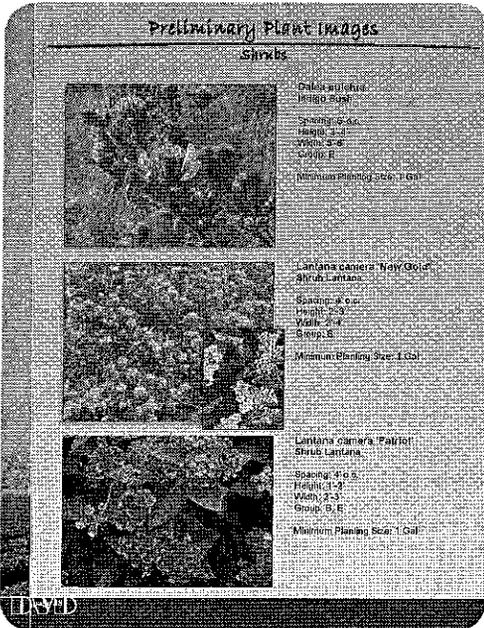
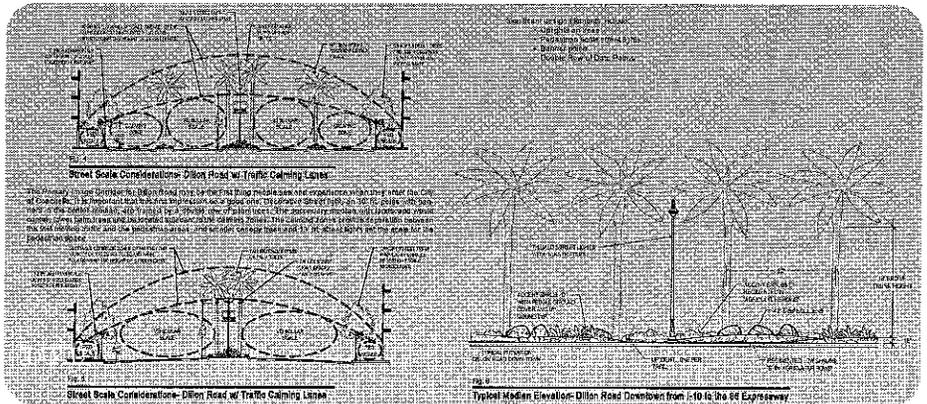
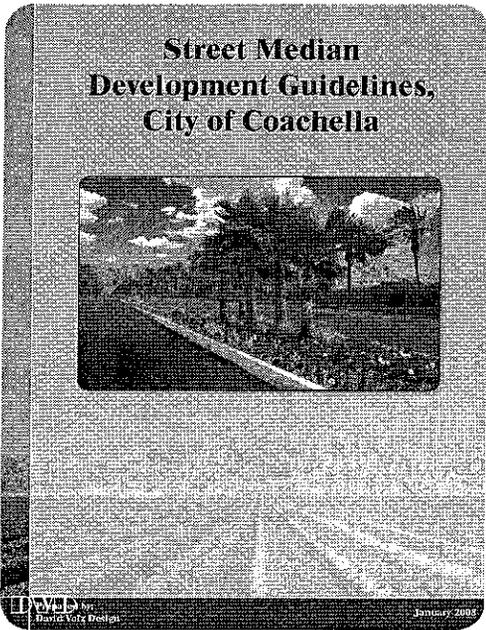
Gabriel Perez  
Associate Planner  
(760) 398-3102  
gperez@coachella.org

Date of completion:  
2008

Cost of Design:  
\$19,500

Design standards for the City of Coachella's rapidly developing arterial byway system were needed to implement the city's vision of beautifully landscaped public spaces throughout the city. Coachella commissioned David Volz Design (DVD) to develop standards that would ensure a strong visual identity with a central theme that reflected the community values and its agricultural history. The guidelines incorporated a natural desert oasis theme with row "crops" of grasses, shrubs and doubled up palm trees that evoke images of the agricultural plantings of the city and the southern Coachella Valley. City identity signs, custom light standards, and textural in-organic groundcovers enliven the streetscape plantings. The many flags and banners, flowering trees and select groundcovers celebrate the city's many festivals and vibrant community spirit.

Primary and secondary image corridors are identified for bold landscape treatments and colorful planting schemes. Agrarian and secondary arterials are to be less developed with minimal plantings and reduced maintenance. Street furniture, light poles, and landscape installation standards were all included in the comprehensive and well-used guideline publication. The influence on the public landscape aesthetic treatment has become evident citywide as several new projects across the city's byway system have been built in the past few years under these guidelines.



# DAVID VOLZ DESIGN PROJECT EXPERIENCE

## WESTSIDE STREET IMPROVEMENTS *City of Costa Mesa*

**Client:**  
City of Costa Mesa

Fariba Fazeli  
City Engineer  
(714) 754-5378  
fariba.fazeli@costamesa.gov

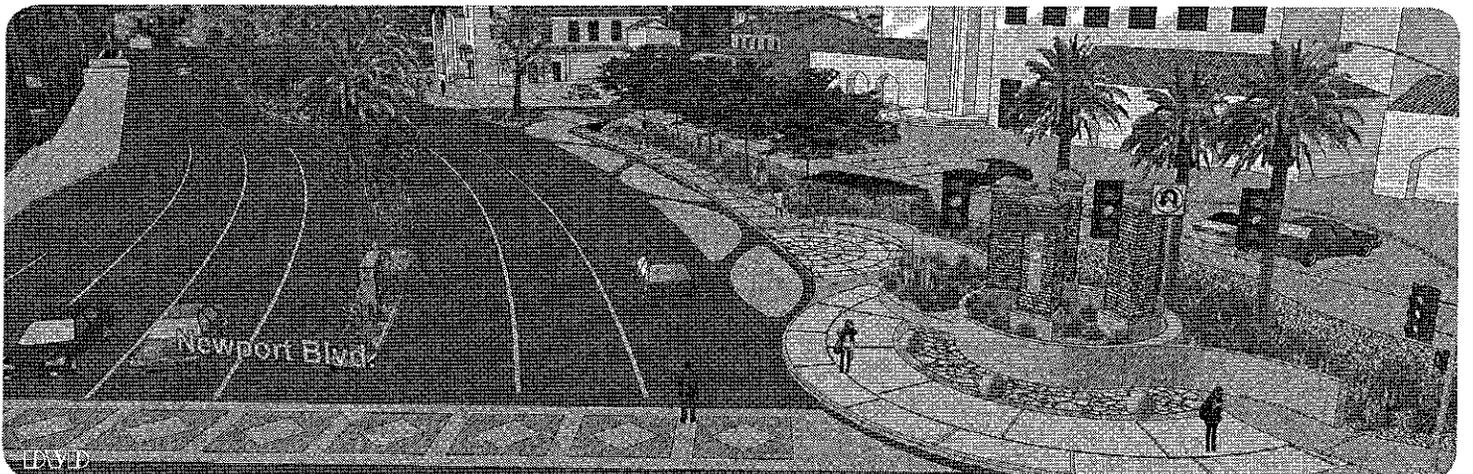
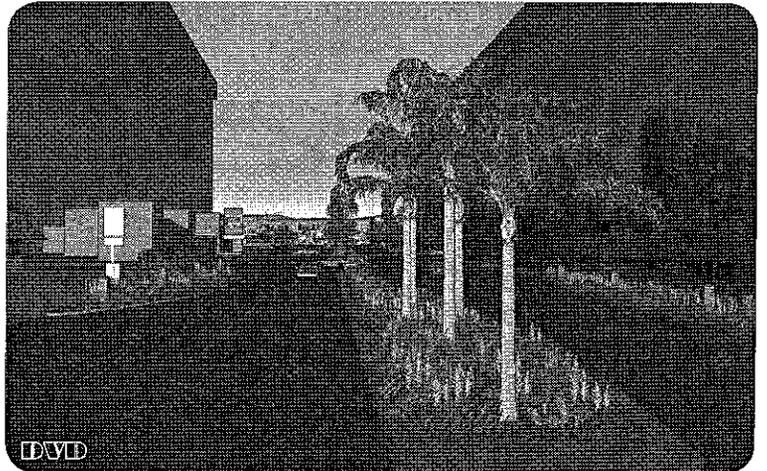
**Services provided:**  
Community Outreach  
Master Plan  
Design Development

**Date of completion:**  
2013

**Cost of Design:**  
\$100,500

**Staff:**  
David Volz  
Gary Vastquez  
Paul Cassal

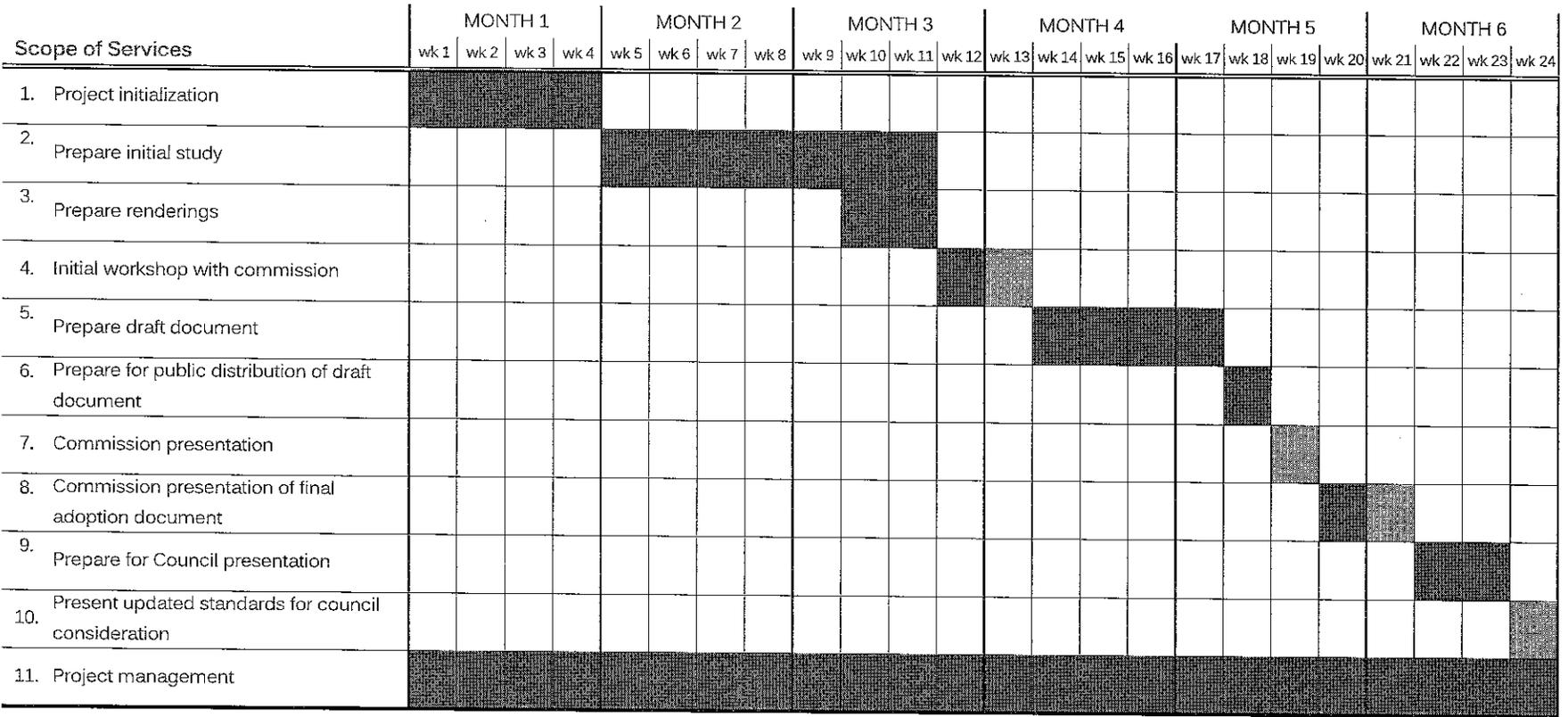
The West Side Master Plan focused on the enhancements of the commercial and residential neighborhoods that share 17th Street and 19th Street as the gateway to this part of the city. David Volz Design worked closely with city leaders, stakeholders and the community to identify opportunities to encourage a dynamic and well used pedestrian friendly corridor. New landscaped medians, round-a-bout traffic circles and a richly detailed street-side pedestrian environment are envisioned. The three mile corridor was digitally modeled so that the stakeholders and community groups could clearly visualize the bold concepts that were being put forward. Several store owners and residential neighbors who were originally opposed to the projects implementation, embraced the proposed improvements after viewing the virtual fly through animations. "Found" and "borrowed" planting spaces created opportunities to dramatically upgrade the streets aesthetic appeal. Gateway monuments were conceptualized and green streets and complete streets initiatives were embraced in the conceptual design. Three community outreach and several ad hoc and stakeholder meetings helped to refine the vision and hone the final concept plans. Now with council's backing, final design and phased implementation is being planned for this important corridor.



**DVD**



# PROJECT SCHEDULE



 Work effort  
 Milestone  
 Agency review

# CERTIFICATE OF GOOD STANDING

## State of California Secretary of State

### CERTIFICATE OF STATUS

ENTITY NAME:

DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.

FILE NUMBER: C2128969  
FORMATION DATE: 01/01/1999  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of August 20, 2015.

ALEX PADILLA  
Secretary of State

# DAVID VOLZ DESIGN SBE CERTIFICATION

California Certification Report - p. 1 - Generated on Mar 9, 2015

## California Certification Report

### 25194 - DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC - MB

Legal Business Name	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC		
Doing Business As	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC		
Address	151 KALMUS DR M-8	Phone	(714) 641-1300
	COSTA MESA, CA 92626	FAX	(714) 641-1323
Email	dvolz@dvolzdesign.com		
Web Page	<a href="http://www.dvolzdesign.com">http://www.dvolzdesign.com</a>		
Active Certifications	SB (micro) Feb 24, 2015 - Feb 28, 2017		
Business Types	Service;		
Classifications	[701317] Land and soil management		
	[771016] Environmental planning		
	[811015] Civil engineering		
Keywords	PARK DESIGN NEIGHBORHOOD COMMUNITY PARK SPORT SCHOOL FIELDS CAMPUS PLANNING TRAIL NATURE FACILITY MASTER PLANS FEASIBILITY STUDIES URBAN OPEN SPACE STREETSCAPE DEVELOPMENT MITIGATION RESTORATION SUSTAINABLE LANDSCAPE ARCHITECT PLANTING DESIGN		

## DAVID VOLZ DESIGN DIR/PREVAILING WAGES

Registration for Fiscal Year: 2016

PWC Registration Number: 1000031128

Contractor Legal Name: DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.

Contractor Legal Entity: Corporation

# DAVID VOLZ DESIGN LEED CERTIFICATION



## GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

# David Volz

HAS ACHIEVED THE DESIGNATION OF

## LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE  
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY  
ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.



Chairman

March 28, 2009

Date Issued



S. Richard Pedrick, President and CEO

Printed on 100% bamboo fibers / 50% post-consumer fibers with vegetable based ink.

# DAVID VOLZ DESIGN QSD/P CERTIFICATION



**DVID**

**EXHIBIT C**  
**CONSULTANT'S REVISED PROPOSAL**

January 28, 2016

REVISED February 1, 2016

[www.dvolzdesign.com](http://www.dvolzdesign.com)

Bruce Hartley  
City of Costa Mesa  
Public Services/Engineering  
77 Fair Drive  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

**Home Office**  
151 Kalnus 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 760.560.5185  
fax 760.564.0369

RE: **Revise Scope and Fee for Streetscape and Median Development Standards Update**

Dear Mr. Hartley,

Please find attached to this letter DVD's revised proposed scope and fee for the Streetscape Standards Update that we originally proposed on in November 2015. Based upon the city's desire to reduce the cost and the scope of the update, I have revised several of the tasks to focus on revising and updating the existing guidelines with the 13 amending resolutions. Once a draft of a new document is prepared our landscape architects will work with a small city formed ad hoc committee to finalize updates to the guidelines. We will explore with the committee updates to the tree selections, parkway limitations, water conservation initiatives, removal procedures for parkway trees, arterial wall aesthetic guidelines and other similar matters that need to be updated. The ad hoc committee will help to reduce the professional time needed to conduct the community reviews and hearings that were a part of the original scope of services.

The revised scope of services tasks have been assigned professional hours that provide a very focused strategy for this update. Adding reviews and presentations or a broader focus will necessitate additional hours and fees. DVD is very interested in working with you and the ad hoc committee on this important community wide quality-of-life inspiring document. We believe a schedule for this work of 4 to 6 months with the final task being a presentation to the Parks and Recreation Commission.



Thank you for this opportunity to prepare such an important document for our city. Should you have any questions please do not hesitate to call.

Very truly yours,

**DAVID VOLZ DESIGN**



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

**DVID**



# SCOPE OF SERVICES



## A. Project Initialization

1. Assemble background documents
  - a. Current Costa Mesa Streetscape and Medians Standards and Amendments
  - b. Costa Mesa Municipal Code related items
  - c. Complete Streets, Green Streets and LID Initiatives and Guidelines
2. Kick-off and scheduling meeting with city staff

## B. Prepare initial study elements based upon city standards and amendments

1. Urban forestry guidelines
2. Tree planting lists
3. Tree removal policies
4. Parkway and median planting schemes
5. Plant palettes
6. Parkway policy statements
7. Site furnishing details
8. Articulation of a clear vision for parkways, medians, and roadside public spaces

## C. Collect renderings

1. Collect renderings and standard plans that illustrate the proposed aesthetic and landscape improvements
  - a. Typical median and parkway options based upon recent city projects

## D. Initial workshop/presentation with Ad hoc Committee

1. Review objectives and background information
2. Present preliminary findings and explore options
3. Review study elements and initial ideas
4. Collect input and receives direction on development of draft standards

## E. Prepare draft document

1. Assemble and prepare guidelines and details based upon the identified study

## SCOPE OF SERVICES



2. Prepare descriptions of the identified study elements and report items
3. Address direction given by Ad hoc-Committee and staff
4. Provide working draft document for City staff review and comment
5. Upon direction of city staff prepare and circulate draft standards document

### F. Committee Review

1. Present findings to date
2. Review draft documents with ad hoc committee
3. Gather input from committee, and staff
4. Document input received

### G. Commission presentation of final document

1. Update documents as directed
2. Prepare for presentation of updated adoption review document
3. Publish updated adoption review document
4. Present new adoption review document to Commission

### I. Prepare for Council presentation

1. Update documents as directed by City staff/Commission
2. Prepare for presentation
3. Publish presentation content

### H. Project Management

1. Project schedule control and updates provided monthly
2. Project strategy and review meetings with City staff monthly and as-needed
3. Documentation, communication, and project administration
4. Quality control
5. Management and preparation of deliverables

# FEE SCHEDULE



David Volz Design proposes the following Time and materials fee schedule to provide the services identified in this proposal. The tasks listed below are estimates of the service hours for the design tasks for identified in the project program. Billing will be based upon actual expended time for each task.

Scope of Services	PR \$220	LA \$193	PP \$135	CT \$121	AD \$115	Total Hrs	Fee
Task A - Project initialization	4	2	4	4	1	15	\$ 2,405
Task B - Prepare initial study	8	16	12	24	2	62	\$ 9,602
Task C - Collect renderings	2	4	4	4		14	\$ 2,236
Task D - Initial workshop with ad hoc committee	2	2			1	5	\$ 941
Task E - Prepare draft document	4	10	4	12	2	32	\$ 5,032
Task F - Committee review	2	2			1	5	\$ 941
Task G - Commission presentation of final adoption document	4	4		2		10	\$ 1,894
Task H - Final presentation to City Council	4	4		2	1	11	\$ 2,009
Task I - Project management	12	8			2	22	\$ 4,414
	42	52	24	48	10	176	\$ 29,474

### Reimbursables

Reimbursable expenses, printing, copying, postage, etc.  
where identified included in proposed fee.

Estimate \$ 500

TOTAL ESTIMATED DESIGN FEE \$ 29,974

### ASSUMPTIONS:

1. DVD will provide the services outlined in the proposed scope of services.