

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.**

This Amendment Number One ("Amendment") is made and entered into this 5th day of February, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC., a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on December 17, 2018 for Consultant to provide conceptual development services for playground improvements at Lions Park (the "Agreement"); and

WHEREAS, City now desires to have Consultant perform design services in connection with the playground improvements; and

WHEREAS, City and Consultant desire to amend the Scope of Services accordingly to include the additional services set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to increase Consultant's maximum compensation accordingly to Two Hundred Fifty-Six Thousand Four Hundred Fifteen Dollars (\$256,415.00).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Scope of Services shall be amended to include the additional services set forth in Exhibit A.
2. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total compensation shall not exceed Two Hundred Fifty-Six Thousand Four Hundred Fifteen Dollars (\$256,415.00). Consultant shall be paid according to the fee schedule set forth in the Agreement and Exhibit A of this Amendment.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[Signatures appear on following page.]

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

CITY OF COSTA MESA

Jamara S. Stourman Date: 2/11/19
Acting City Manager

CONSULTANT

[Signature] Date: 1/25/2019
Signature
David Volz, President
Name and Title

ATTEST:

Brenda Green 2/12/19
City Clerk



APPROVED AS TO FORM:

[Signature] Date: 2/11/19
City Attorney

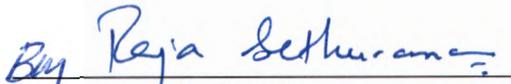
APPROVED AS TO INSURANCE:

[Signature] Date: 1/29/19
Risk Management

APPROVED AS TO CONTENT:

[Signature] Date: 1/28/19
Project Manager

DEPARTMENTAL APPROVAL:


Public Services Director

Date: 1-30-19

APPROVED AS TO PURCHASING:


Finance Director

Date: 2/9/19

EXHIBIT A

ADDITIONAL SERVICES

EXHIBIT A

Scope of Services



David Volz Design proposes to provide the following design services to the City of Costa Mesa for the Lions Park playground improvements. Our team is well versed in the development of inspired improvement plans for important community park projects. DVD will develop plans to address the vision for a wonderful play space at the south-east corner of Lion's Park. The following services are proposed:

TASK 1 – PROJECT ANALYSIS AND REVIEW:

Identify project costs including but not limited to current and ongoing research, planning, design, implementation, management, and maintenance for the project. The City's preferred playground vendor is Coast Recreation, Inc., Costa Mesa, CA.

TASK 2 – UTILITY INVESTIGATION/COORDINATION:

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

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

Obtain approval in writing from utility companies for any necessary utility work and clearance. Comply with the City of Costa Mesa's "Utility Coordination Procedures." Submit all utility correspondences to the City.

TASK 3 – COMMUNITY, COMMISSION & COUNCIL MEETINGS & PRESENTATIONS:

Meet and present the design concepts to the Community, Parks & Recreation Commission and City Council during the progress of the project for appropriate guidance and coordination (four meetings anticipated). Prepare meeting minutes that shall be submitted to the City for approval within one week after the meeting.

EXHIBIT A

Scope of Services



TASK 5 – ELECTRICAL ENGINEERING SERVICES:

Provide the services of a licensed electrical engineer who will coordinate the design of a new safety light system and obtain permits from Southern California Edison and the City's Building Division.

TASK 6 – PLANS:

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

TASK 7 – SPECIFICATIONS:

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

TASK 8 – QUANTITY AND COST ESTIMATES:

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

EXHIBIT A

Scope of Services



quantities shall match the proposed final quantities. In addition, quantity takeoff sheets shall be provided by the consultant to aid the City during construction.

TASK 9 – CONSTRUCTION DOCUMENTS:

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

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

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

TASK 10 – DOCUMENT SUBMITTAL AND PLAN:

1. Preliminary Engineering – 70% Complete PS&E's:
 - a. Conduct all topographic and property surveys and combine with available topographic surveys to create base maps for the project.
 - b. Conduct geotechnical investigations necessary for the construction of the project.
 - c. Review field conditions with respect to storm drain maps and irrigation plans provided by the City and report any configuration errors or inconsistencies to the City for clarification or corrections.
 - d. Prepare base maps, rough grading plan and preliminary design of the restroom renovation, proposed landscape, hardscape, irrigation and electrical improvements, including color renderings of the proposed playground equipment and surfacing as provided by Landscape Structures.
 - e. This submittal will include all the proposed improvements, construction notes and details.
2. Preliminary Engineering – 100% Complete PS&E's:
 - a. Address comments from the City or other agencies generated from the 70% submittal
 - b. Based on the input received from the previous submittal, complete the design and prepare final PS&E's.

EXHIBIT A

Scope of Services



- c. Submit construction documents to the City of Costa Mesa Building Division and to other agencies and utility companies for review and to obtain preliminary approvals.
 - d. Submit draft Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP) in compliance with local, state and federal requirements.
3. Preliminary Engineering – Final PS&E's:
- a. Address comments from the City or other agencies generated from the previous plan check.
 - b. Submit final set of PS&E's (printed and electronic formats) complete with the necessary instructions and details to carry out the work in accordance with the reproducible Mylar with each sheet stamped and signed.
 - c. Submit final construction permits.
 - d. Submit final SWPPP.

TASK 10 DELIVERABLES

Provide the City with the following:

1. For progress plans check submittals, in addition to printed copies submitted for this phase, all plans and reports will also be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
2. For the final construction and environmental documents, and supporting calculations, in addition to the printed copies submitted for this phase, all plans and reports will be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
3. Approved permits.

TASK 12 – CONSTRUCTION PERIOD SERVICES:

- Review submittals shop and drawings and RFI.
- Provide construction observation of the work to monitor materials and methods toward compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered during the construction period. (6 anticipated site meeting)
- Provide copies of construction observation reports.
- Monitor preparation of punch list at substantial completion and follow-up.
- Prepare punch list at substantial completion and follow-up with the Contractor regarding progress of corrections

EXHIBIT A

Fee Schedule



PHASE II – DESIGN & CONSTRUCTION DOCUMENTS

Task 1 – Project Analysis & Review	\$ 412.20
Task 2 – Utility Coordination	\$ 1,766.00
Task 3 – Community, Commission & Council Meetings & Presentations	\$ 4,000.00
Task 5 – Electrical Engineering	\$ 10,736.00
Task 6 – Plans	\$ 5,090.00
Task 7 – Specifications	\$ 5,447.00
Task 8 - Quantity & Cost Estimates	\$ 9,829.00
Task 9 - Construction Documents	\$ 7,778.00
Task 10 – Documents & Submittal Plans	
• Project Initialization and General Requirements	\$ 28,412.00
• Preliminary Engineering – 70% Complete	\$ 33,155.00
• Preliminary Engineering – 100% Complete	\$ 31,734.00
• Preliminary Engineering – Final	\$ 8,763.00
Task 11 – Restroom, utilities, and associated infrastructure allowance	\$ 42,000.00
Task 12 – Construction Period Services	\$ 10,000.00
Task 13 – Unforeseen conditions/additional work items	\$ 5,000.00
Reimbursables	\$ 3,000.00

LIONS PARK PLAYGROUND PROPOSED PROJECT TOTAL \$ 207,122.20

EXHIBIT A

Predesign Order of Magnitude Construction Cost Estimated Budget



This budget estimate is based upon predesign assumptions for development of the playground area of Lion's Park, south of the new library to 18th Street. The curb lines will remain as is and the boundary fence line at the baseball field defines the westerly edge of the improvement area.

A rough estimate of the land to be improved is 50,000 square feet approximately 1.2 acres. The following items are currently contemplated in the site improvements:

Construction Budget Estimate

A. General Improvements

1. Demolition, construction fence, grading and surface drainage	\$ 90,000
2. Concrete sidewalks and flatwork (grey concrete)	\$ 150,000
3. Electrical and Lighting (approximately 15 fixtures)	\$ 75,000
4. Play equipment equivalent to current play space	\$ 375,000
5. Airplane refurbishment, new foundation	\$ 50,000
6. Playground rubber resilient surfacing (approximately 4,500 SF, size of existing play lot)	\$ 90,000
7. Landscape and Irrigation (approximately 30,000 SF)	\$ 326,000
8. Miscellaneous: furnishings, drinking fountain, bike racks, tables, benches	\$ 35,000
9. Restroom, utilities, and associated infrastructure	\$ 225,000
Sub-total General Improvements	\$ 1,416,000
20% Contingency	\$ 283,200
General Improvements Budget Estimate	\$ 1,699,200



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2018

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

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

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

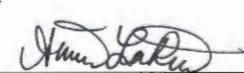
COVERAGES **CERTIFICATE NUMBER:** 18/19 COVERAGES **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		PSB0001408	03/14/2018	03/14/2019	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input checked="" type="checkbox"/> ADDTL INSURED / PRIMARY						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> BLANKET WVR OF SUBRO						PERSONAL & ADV INJURY \$ INCLUDED	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$	
A	AUTOMOBILE LIABILITY			PSB0001408	03/14/2018	03/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$	
							\$	
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		PSW0001346	03/14/2018	03/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
B	PROFESSIONAL LIABILITY CLAIMS MADE			AEA100668-0004	03/14/2018	03/14/2019	EACH CLAIM \$2,000,000	
			ANNUAL AGGREGATE \$2,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Lions Park, 570 West 18th Street. The City of Costa Mesa and its elected and appointed boards, officials, agents, employees, and volunteers are Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Drive Costa Mesa CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

COMMENTS/REMARKS

Coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

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

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

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

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

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

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

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before a loss

Job Description

Job performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-14-2018

Policy No. PSW0001346

Endorsement No. 1

Insured David Volz Design Landscape Architects, Insurance Company RLI Insurance Company Inc.