

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

THIS AGREEMENT is made and entered into this <sup>30<sup>th</sup></sup> day of March, 2015 ("Effective Date"), by and between the City of Costa Mesa a municipal corporation ("City"), and David Volz Design Landscape Architects, Inc., a California Corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to design the Harbor Boulevard Beautification Project, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. 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," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Six Thousand Seven Hundred Fifty Five Dollars and Fifty Cents (\$6,755.50).

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 "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

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

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Six (6) months, ending on October 1, 2015, 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.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

## 6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City 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 Landscape  
Architects, Inc.  
151 Kalmus Drive, Suite M-8  
Costa Mesa, CA 92626  
Tel: (714) 641-1300  
Fax: (714) 641-1323  
Attn: Dave Volz

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5303  
Fax: (714) 754-5028  
Attn: Bart Mejia

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

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

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

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

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

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

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

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

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

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

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

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

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results



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

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

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

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

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

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

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

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

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

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not

affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,  
A municipal corporation

REDACTED  
\_\_\_\_\_

Chief Executive Officer

Date: 5/29/15

CONSULTANT  
REDACTED

REDACTED  
\_\_\_\_\_

Signature

David J. Volz, President

Name and Title

REDACTED  
\_\_\_\_\_

Social Security or Taxpayer ID Number

Date: \_\_\_\_\_

APPROVED AS TO FORM:

REDACTED  
\_\_\_\_\_

Deputy City Attorney

Date: 3/12/15

APPROVED AS TO INSURANCE:  
REDACTED

Risk Management

Date: 3/24/15

APPROVED AS TO CONTENT:

REDACTED

Project Manager

Date: 03/18/15

DEPARTMENT HEAD APPROVAL  
REDACTED

Ernesto Munoz, Department Director

Date: 5.18.15

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



# CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

September 7, 2012.

## SUBJECT: REQUEST FOR PROPOSAL (RFP) FOR THE DESIGN OF SAFETY LIGHTING FOR HARBOR BOULEVARD BIKE TRAIL

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the furnishing of professional engineering services for the design of safety lighting for the Harbor Boulevard Bike Trail project.

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

<u>EVENTS TO COMPLETE WORK</u>	<u>DATE</u>
1. Proposal Received by City	09/20/2012
2. Selection of Consultant	09/27/2012
3. Contract Award	10/15/2012
4. Kick-off Conference	10/16/2012
5. 60% Submittal	01/07/2013
6. 100% Submittal	02/11/2013
7. Final Submittal	03/25/2013
8. Advertise for Construction	04/08/2013

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

### City of Costa Mesa Contact Person

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

**Required Copies of Request for Proposals on Due Date**

One copy of the project proposal, one copy of the fee proposal, and one CD containing the entire proposal in PDF format must be received by the City not later than 3:00 p.m. on Thursday, September 20, 2012. Electronic submittals are acceptable; however, email attachments are limited to 5 MB. Should you choose to email your proposal and the file size exceeds 5 MB, you may grant access to your ftp site to download or utilize an electronic file delivery service. All proposals shall be delivered to:

By mail or in person:

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

By email: [baltazar.mejia@costamesaca.gov](mailto:baltazar.mejia@costamesaca.gov)

Sincerely,

REDACTED

Fariba Fazeli, P.E.  
Interim City Engineer

Attachments

c: Ernesto Munoz, Public Services Director  
Bruce Hartley, Maintenance Services Manager  
Baltazar Mejia, Senior Engineer

**REQUEST FOR PROPOSAL FOR THE DESIGN OF  
SAFETY LIGHTING FOR HARBOR BOULEVARD BIKE TRAIL**

**I. INTRODUCTION**

Harbor Boulevard Bike Trail is located on the west side of Harbor Boulevard between Fair Drive/Shelley Circle and 100 feet n/o Merrimac Way; and from Harbor Boulevard to Golf Course Drive (Attachment A).

The success of the Joann Street Bike Trail, south of Shelly Circle, became the driving force in continuing with the installation of low-level, energy-efficient safety lighting and landscape lighting. Funding has been approved for the installation of safety lighting, landscape lighting and resurfacing of the bike trail for the segment parallel to Harbor Boulevard; however, the design must take into account the future lighting of the segment between Harbor Boulevard and Golf Course Drive.

**A. General Goals:**

1. Evaluate the existing improvements, the available power supply, and determine the most appropriate location for the electrical service and cabinets.
2. Research available lighting fixtures and recommend the most energy-efficient units that closely match the design of the units installed for the Joann Street Bike Trail.
3. Screen cabinets with appropriate landscape.
4. Obtain all the required permits and utility approvals.
5. Prepare the necessary plans, specifications, and estimates (PS&E) to accomplish these goals.

**B. Minimum Consultant Qualifications:**

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

**II. CONTENT OF PROPOSAL**

In order to maintain uniformity with all proposals furnished by Consultants, the proposals shall include the following:

- A) A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which City staff should be made aware. The project approach shall contain clarifications or additional scope of work 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 types of 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 the firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main Consultant.
- C) A list of similar projects the 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. Clearly indicate the firm's role for each project listed, i.e., has been the lead Consultant or sub-consultant to a prime firm.
- D) Project references (not more than three from each category), including names, addresses and telephone numbers of amateur (groups or individuals), professional skaters, and sponsors.
- E) A proposed schedule indicating stages of work, timeframes, and ability to perform the required services in a timely manner.
- F) Fee proposal in a separately sealed envelope containing the following:
  - 1. Cover letter stating the not-to-exceed total lump sum fee for the design of the project. In addition, the Consultant is requested to include an amount of **\$3,000** in the fee schedule for the Project as a contingency to be used only as directed in writing by the City's PM.
  - 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 basic hourly rates. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.

Please submit one copy of the project proposal, one copy of the fee proposal, and one CD containing the entire proposal in PDF format. Electronic submittals are acceptable; however, email attachments are limited to 5 MB. Should you choose to email your proposal and the file size exceeds 5 MB, you may grant access to your ftp site to download or utilize an electronic file delivery service.

#### **CONSULTANT SELECTION COMMITTEE**

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

- A. Produce a well-engineered set of PS&E's that will result in a minimum number of construction contract change orders.
- B. Produce an innovative and detailed set of construction documents, which reflect field conditions, including existing trees and utility locations.



- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.
- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.

**IV. ESTABLISHMENT OF FEES**

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

**V. PROFESSIONAL SERVICES AGREEMENT**

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

**VI. INSURANCE REQUIREMENTS**

A certificate of insurance is enclosed for your reference (Attachment C). Please refer to the sample agreement for the necessary amounts of general liability insurance, automobile insurance, workers' compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

**VII. SCOPE OF CONSULTANT SERVICES**

**A. Project Analysis and Review:**

Analyze the project, perform field review and investigations, evaluate existing conditions, research existing City plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff and other advisory groups for appropriate guidance and coordination (assume three meetings).

The scope of the work includes addressing planning, environmental, and design issues pertaining to the installation of safety lighting, up lighting and resurfacing of the existing bike trail.

Identify all project costs, including construction, and estimated operation and maintenance costs.

**B. Utility Investigation/Coordination:**

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

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

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

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

The Consultant shall submit all utility correspondence to the City.

**C. Design Survey:**

Consultant may propose survey services as an additive item for the City's consideration.

**D Geotechnical Investigation**

Consultant may propose geotechnical services as an additive item for the City's consideration.

**E. Plans:**

1. The consultant shall prepare construction drawings (24"x36") containing title sheet, general notes, construction plan, details, schedules, and photometric plans for each layout being considered. The title sheet shall contain a vicinity map and location map for the project. Scale for plans and plan size shall be consistent and must follow standard practices for the application.
2. The consultant shall plot existing improvements in broken or screened lines and place existing elevations in parenthesis.
3. The consultant shall incorporate the following minimum information on plan views: ROW, property lines, existing improvements and existing structures including power poles, storm channels, fences, trees, plants, grass, walkways, pull boxes, and sprinkler systems.

**F. Specifications:**

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

**G Quantity and Cost Estimates:**

Provide complete preliminary and final construction quantity and cost estimates for each one of the proposed plan phases and a final estimate upon final submittal. These quantities shall match the proposed final quantities. In addition, quantity takeoff sheets shall be provided by the Consultant to aid the City during construction.

Consultant will also be required to prepare a detailed operations and maintenance manual, including resources needed and estimated annual material and labor costs.

**H. Construction Documents:**

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

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

Prepare one Resident Engineer's file. The file must contain a minimum of the following: preliminary and final construction quantities 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.

**I. Project Document Submittal and Plan Information:**

1. Project Initialization and General Requirements:
  - a. Develop Project Schedule and Staffing Requirements.
  - b. Participate in periodic meetings with City staff.
  - c. The subject bike trail shall remain open to the public throughout this project except for the area identified as the project limits while it is under construction.
  - d. Include clear instructions to contractors on protective measures to be taken to maintain the facility in operation.
  - e. Fieldwork within the park will be conducted Monday through Friday from 7:00 a.m. to 3:30 p.m. The City shall be made aware of work conducted outside of normal hours prior to commencement of said work. No work will be conducted outside of normal hours without City approval.
  - f. Submit plans to the City's Building Division and SCE for plan checks and obtain permits.
  
2. Construction Documents (PS&E's) (60%):
  - a. Prepare construction plans, including landscape and irrigation restoration details and/or plans, bike detour plan, traffic control plan per WATCH handbook and City moratorium and arterial street lane closure requirements, structural calculations, specifications, and preliminary estimates (PS&E's).
  - b. 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.
  - c. Submit package in print (six sets) and electronic (CD) formats for review.
  
3. Draft Final Construction Plans (100%):
  - a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
  - b. Submit complete set of construction documents (PS&E) including all the necessary instructions and details to carry out the work in accordance with the preliminary permits and/or conditions from other agencies.
  - c. Obtain construction permits from the City of Costa Mesa Building Division and from other agencies.

- d. Submit package in print (six sets) and electronic (CD) formats for review and include previous plan check
4. Final Construction Plans:
    - a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
    - b. Submit final set of PS&E's (printed and electronic (CD) formats), complete with the necessary instructions and details to carry out the work. The final set of plans shall be printed on reproducible Mylar with each sheet stamped and signed.
    - c. Submit final construction permits.
  5. Deliverables:

The Consultant shall provide the City with the following:

    - a. Preliminary Construction Plans, structural calculations, specifications, and preliminary estimates (PS&E's) and supporting calculations (60% submittal). In addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
    - b. Draft Final PS&E's and supporting calculations (100% submittal). In addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
    - c. Final Construction PS&E's and supporting calculations. In addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
    - d. Approved permits.
    - e. RE file.

#### VIII. CITY RESPONSIBILITIES

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

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

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

#### X. RIGHT TO REJECT ALL PROPOSALS

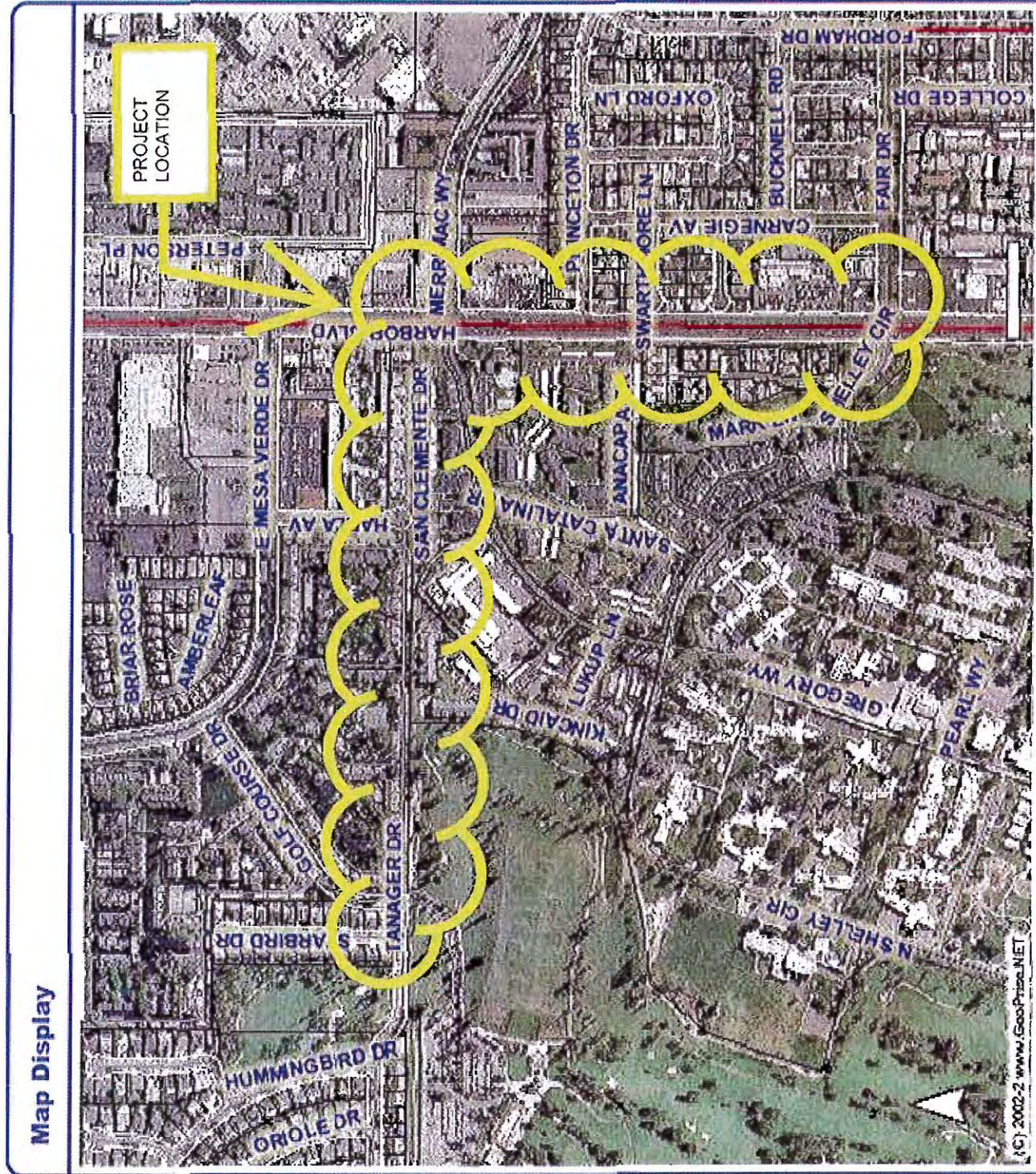
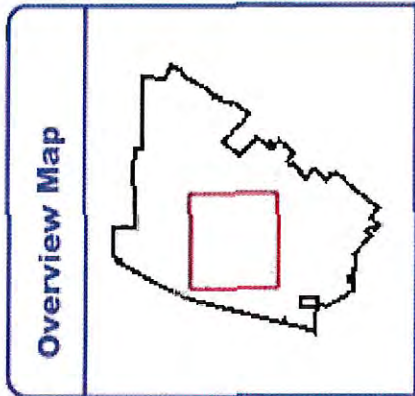
- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that 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.

City of Costa Mesa

CITY OF COSTA MESA - [Created: 9/7/2012 10:24:02 AM] [Scale: 808.41] [Page: 8.5 x 11 / Landscape]



**Legend**

	Freeway		Street Names
	Roads		Street Centerlines
	Collector		ROW Lines
	Freeway		Parcel Lines
	Major		City Boundary
	Newport Blvd		
	Primary		
	SECONDARY		
	Hydrology		
	Channels		

**EXHIBIT B  
CONSULTANT'S PROPOSAL**

February 5, 2013

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

Mr. Bart Mejia  
City of Costa Mesa  
77 Fair Drive  
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: HARBOR BOULEVARD BEAUTIFICATION PROJECT - LANDSCAPE ARCHITECTURAL, SURVEY AND ELECTRICAL ENGINEERING SERVICES IN THE WESTERLY PARKWAY BETWEEN MERRIMAC WAY AND FAIR DRIVE. (APPROXIMATLY 2000 LF)**

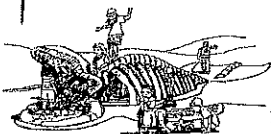
Dear Mr. Mejia,

The proposed additional scope of services will include construction of a new sustainable landscape along the Westside of Harbor Boulevard from Merrimac Way to Fair Drive. The design will include new plantings and irrigation from the back of street curb to the west edge of the serpentine bike path. The concrete side walk will be removed, as well as the turf grass and existing irrigation. The mid-block emergency turf block drive and the bus stop pavement will be protected in place.

The new planting will encompass about 50,000 square feet. The existing irrigation system is assumed to require some straight forward modifications west of the bike path to maintain the existing irrigation system lateral lines. The new plantings will be designed to complement the new bike way landscape to the south and the under design beautification project to the north. A very preliminary cost estimate for construction of the landscape and irrigation construction work is \$65,000 to \$85,000.

In addition to this landscape and irrigation design, DVD proposes to provide civil engineering services through our subconsultant CNC Engineering and electrical engineering services from Design West. The civil services will include aerial topographic survey and optional utility investigation and coordination, if needed. Electrical Engineering services will provide enhancements to the project area as described in the Design West proposal attached here to.

DVD proposes to provide these design services as a stand alone bid. The base maps will be prepared by our subconsultant, CNC, per their attached proposal. Also, another subconsultant, Design West, will provide electrical engineering services per their proposal attached hereto.





1. Construction Documents (P,S&E)	\$ 12,800
a. Demolition Plans	
b. Irrigation Plans	
c. Landscape Plans	
d. Construction Budget Estimate	
e. Specifications	
2. Electrical Engineering Services per the attached Design West proposal,	
a. Electrical Engineering	\$17,555
3. Project Contingency	\$ 5,000
	<hr/>
<b>Total</b>	<b>\$35,355</b>

Alternate Services

1. Base maps – site survey by CNC (aerial topographic survey)	\$ 6,555
2. A utility investigation and coordination per CNC proposal attached	\$ 4,071
3. Construction Bidding and Construction Period Services To be provided on an hourly basis.	As-Needed

The fees identified above include all services anticipated at this time, reimbursable expenses will be billed at cost plus 15% and are not included in the above fees. I hope this proposal meets your expectations; we are very interested in making Harbor a premier arterial street for Costa Mesa.

Please call if you have any questions.

Very truly yours,

**DAVID VOLZ DESIGN**  
REDACTED

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

*\*Subconsultant fees include DVD mark-up of 15%*





Mr. David Volz  
David Volz Design Landscape Architects, Inc.  
151 Kalmus Drive  
Suite M8  
Costa Mesa, CA 92626

December 4, 2012  
P12-122

**Subject: Harbor Boulevard Bike Trail**

Dear Mr. Volz,

CNC Engineering (CNC) appreciates the opportunity to submit our proposal to David Volz Design Landscape Architects, Inc. (DVD) to prepare topographic mapping of the Harbor Boulevard Bike Trail. The following project understanding and scope of services is based on our telephone conversation on November 28, 2012 and a visit to the project site.

**Project Understanding**

We understand the City of Costa Mesa plans to construct new streetscape along Harbor Boulevard Bike Trail. The limits of improvement are along the west side of Harbor Boulevard between Fair Drive and Merrimac Way. The total length of the trail within the project limits is approximately 1,900 lineal feet.

**Scope of Services**

CNC recently completed design survey of Joann Street Bike Trail just south of Fair Drive. Using the available controls established for that survey along with the finding of our research for available bench marks and recorded tract maps and parcel maps at the County and the City CNC will establish vertical and horizontal survey controls.

Field survey will consist of cross sections at 25-foot intervals and at BCs, ECs, grade breaks and intersections. Limits of survey cross sections will be as follows:

1. Harbor Boulevard- From the privacy wall on the west to the top of westerly curb on Harbor Blvd on the east. Survey will include the planter behind the sidewalk at the northwest corner of Harbor Blvd and Fair Drive.
2. Survey will also include all surface culture within the project limits including but not limited to meter boxes, utility poles and valve cans, trees, grass, fences, retaining curbs, retaining walls, surface utility features such as manholes, valve covers and catch basins.

Survey points will be data collected and electronically transferred to our computer for preparation of the topographic mapping at 1"=20' scale and 1.0-foot contour intervals. CNC will determine the right-of-way and easements from available parcel and tract maps and will add the data to the base map. This proposal does not include boundary survey and/or right-of-way engineering services.

As an alternative to field survey, CNC may hire the services of an aerial photogrammetrist to prepare aerial mapping of the site. The mapping may be produced in plan view only with no elevations (planimetric mapping) or with 1.0-ft contours.

CNC will also compile a list of Dig Alert member agencies in the area and augment this list based on information from the City as well as previous projects performed by CNC in the City of Costa Mesa. CNC will contact the utilities on this list and notify each utility company of the City's proposed plans, proposed schedule and request copies of record drawings of the existing utilities. We will review copies of record

drawings and add existing utility lines within the project limits to the base map. CNC will maintain a utilities log with the names and contact information for all the utility purveyors along with the dates and summary of all correspondence with each purveyor.

### Exclusions

Work relating to any of the following tasks is not included, but can be completed by CNC if requested under an addendum to this proposal/contract for an additional fee.

1. Design Services
2. Construction Survey services
3. Utility Potholing
4. Payment of any fees for processing, recordation or approval of any documents

### Compensation & Timeline

The estimated total fee for the scope of work outlined in this proposal is as follows:

Option	Utility Investigation	Mapping	Total
1. Field Survey & Mapping	\$3,540	\$6,660	\$10,200
2. Aerial Planimetric Mapping	\$3,540	\$5,460	\$9,000
3. Aerial Topographic Mapping	\$3,540	\$5,700	\$9,240

Attachments A through C show the hourly breakdown of the fee among the various categories of labor. The mapping for **Option 1 can be delivered within ten (10) working days** from receipt of notice to proceed. However, base maps for **Options 2 and 3 will require fifteen (15) working days**.

CNC will begin work upon receipt of an executed Professional Services Agreement. Addition of existing utilities to the base map will be dependent on the speed of response to utility request letters by the agencies.

We trust our proposal meets your expectations. If you have any questions regarding this proposal, please contact me directly at (949) 863-0588 x 8103.

Respectfully Submitted,

**CNC Engineering**

REDACTED

Sean Nazarie, P.E.  
Director of Engineering

Attachment







**ATTACHMENT "C"**  
**HARBOR BLVD BIKE TRAIL- AERIAL TOPOGRAPHIC SURVEY**  
**PREPARED FOR DAVID VOLZ DESIGN**  
**PREPARED BY: CNC ENGINEERING**  
**DATE: NOVEMBER 29, 2012**

TASK	DESCRIPTION	PROJ	PROJ	DESIGN	SURV	Admin	SUB	EST	EST	
		MGR	ENGR	ENGR	CREW		CONTRACT			TOTAL
							LUMP SUM	HRS	COST	
A	Utility Investigation & Coordination	4	8	\$110	\$185	\$60		30	\$3,540	
B	Design Survey & Mapping	4	8		12	2	\$1,700	26	\$5,700	
<b>ESTIMATED LABOR HOURS</b>		8	16	16	12	4		56		
<b>ESTIMATED TOTAL LABOR COSTS</b>										<b>\$9,240</b>



## DESIGN WEST ENGINEERING

Date: February 5, 2013

Company: David Volz Design  
151 Kalmus Drive  
Costa Mesa, CA 92626

Attention: David Volz

Subject: Harbor Boulevard Bike Trail  
Our Proposal #P-1207072

Project Scope: Electrical plans and specifications for a low level, energy efficient safety lighting system along the existing bike trail on Harbor Boulevard between Fair Drive/Shelley circle and from Harbor Boulevard to Golf Course Drive. The total overall length of the project is approx. 5,000 linear feet. Scope of work is to include the evaluation of existing conditions based on available City records and also a full walk through of the site. New lighting, landscape and resurfacing of existing trail (as directed by the City) will be designed into construction drawings. Construction drawings will also address all known utilities (underground and overhead) within the project limits which includes all service lines, meter boxes, irrigation lines and ROW lines.

### Provided By Client:

- 1) Record drawings of existing site
- 2) Project street address
- 3) Computer drawings files (including site, floor and roof plans) and associated support files (i.e.: linetype, font, script, reference and title block) as well as drawing and plotting criteria
- 4) Catalog cuts and/or number of specific fixtures and/or equipment requested by your office and/or owner
- 5) Requirements of all equipment specified by your office and/or other consultants to be connected to electrical service
- 6) Name, address and telephone number of any available project contacts (i.e. additional consultants, plan check, owners representative)

### Services Included:

- 1) Pre-design site visit as required for verification of existing conditions
- 2) Design meeting(s) at your office as directed
- 3) Electrical specifications provided in book form
- 4) State of California Board of Professional Engineers & Land Surveyors Electrical stamp and signature
- 5) Completion of applicable governing agency comments (plan check comments)
- 6) Electrical plans including the following:



Scope of Services: Construction Document 60% Phase

- 1) (1) Design coordination meetings with City
- 2) Develop outline specification
- 3) Determine lighting locations, types and sizes
- 4) Develop outline specifications
- 5) Itemized cost estimate for the design development phase of project
- 6) 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
- 7) Submit package in print (six sets) and electronic (CD) formats for review

Scope of Services: Construction Document 100% Phase

- 1) (1) Design coordination meetings with City
- 2) Address any comments from the City or other agencies generated from previous plan check
- 3) Submit complete set of construction documents (PS&E) including all the necessary instructions and details to carry out the work in accordance with the preliminary permits and/or conditions from other agencies
- 4) Obtain construction permits from the City of Costa Mesa Building Division and other agencies
- 5) Submit package in print (six sets) and electronic (CD) formats for review and include previous plan check
- 6) Final itemized cost estimate
- 7) Final type set specifications

Scope of Services: Construction Document 100% Phase

- 1) Address any comments from the City or other agencies generated from previous plan check
- 2) Submit complete set of construction documents (PS&E) including all the necessary instructions and details to carry out the work. Final set of plans will be printed on reproducible Mylar with each sheet stamped and signed by a State of California Board of Professional Engineers & Land Surveyors Electrical Engineer
- 3) Submit final construction permits

Scope of Services: Bidding Negotiations Phase

- 1) Respond to City with all clarifications of drawings and specifications. Do not telephone clarifications to bidders
- 2) Provide addenda as required to clarify drawings and specifications in a timely manner





**Terms:** Billing will be according to City billing schedule. Balance due net 30 days of delivery of invoice.

We reserve the right to present a "Seven Day Notice of Cancellation of Services" and suspend all work on this project should the aforementioned terms be in default, until receipt of all delinquent items.

If above stated terms are agreeable, please sign and return one copy of this proposal to our office. If this agreement is not signed and returned and we are asked to proceed with the project, all conditions contained herein shall constitute a contract for services. Design West Engineering reserves the right to revise the fee stated herein if not accepted within a period on 60 days from the date of the proposal.

We appreciate the opportunity to work with you on this project. We look forward to your response.

Respectfully,  
REDACTED

Roy Morales  
Design West Engineering

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Client Job Number \_\_\_\_\_

DWE Proposal Number #P-1207072



**EXHIBIT C**  
**FEE SCHEDULE**

1. Construction Documents (P,S&E)	\$ 12,800
a. Demolition Plans	
b. Irrigation Plans	
c. Landscape Plans	
d. Construction Budget Estimate	
e. Specifications	
2. Electrical Engineering Services per the attached Design West proposal,	
a. Electrical Engineering	\$17,555
3. Project Contingency	\$ 5,000
	<b>Total</b>
	<b>\$35,355</b>

Alternate Services

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Please call if you have any questions.

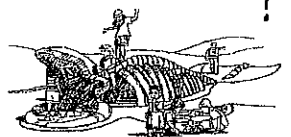
Very truly yours,

**DAVID VOLZ DESIGN**  
REDACTED

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

*\*Subconsultant fees include DVD mark-up of 15%*

**DVD**



**EXHIBIT D**  
**PROJECT SCHEDULE**

**Harbor Boulevard Bike Trail  
Project Schedule**

<b>SCHEDULE OF EVENTS</b>		<b>DATE</b>
1	Contract Award	02/25/13
2	Kick-off Conference	02/26/13
3	60% Submittal	03/22/13
4	City Plan Check	04/09/13
5	100% Submittal	04/23/13
6	City Plan Check	05/10/13
7	Final Submittal	05/24/13
8	Advertise for Construction	06/10/13
9	Award Construction Contract	09/03/13
10	Close Out Project	April 1 – October 2015