

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of November, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC., a general stock corporation ("Consultant" or "Contractor").

RECITALS

- A. On March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter "ARPA"); and
- B. On May 10, 2021, the United States Department of the Treasury (hereinafter "US TREASURY") published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to be disseminated to local governments in accordance with the ARPA; and
- C. The grand total allocation of SLFRF funds to the CITY, as published by the US TREASURY, is \$26,481,513.00; and
- D. City proposes to utilize a portion of the City Allocation of SLFRF funds for the services of Consultant as an independent contractor to provide professional architectural and engineering services for the design service for the skate park expansion, as more fully described herein; and
- E. 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
- F. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- G. 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 City's Request for Proposals, attached hereto as Exhibit "A," Consultant's Proposal, attached hereto as Exhibit "B," and in compliance with the American Rescue Act Plan Rider attached hereto as Exhibit "D" each incorporated herein. Consultant shall complete the Services according to any schedule of performance set forth in Exhibit "A." To the extent that Exhibit "B" contains provisions inconsistent with this Agreement and/or Exhibit "A," the provisions of this Agreement and Exhibit "A" shall govern.

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. Evaluations of the work will be done by the City Manager 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 Exhibit "A" (City's Request for Proposal), Exhibit "B" (Consultant's Proposal), Exhibit "D" (American Rescue Plan Rider), 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, 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.

1.9 Release of Information. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

1.10 Notification of Summons/Complaints. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

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 incorporated herein by this reference as though set forth in full, and made a part of this Agreement. Consultant's total compensation shall not exceed Two-Hundred and Eighty-Seven Thousand, Four-Hundred and Seventy-Six Dollars (\$ 287,476.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, 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. Complete and accurate Records of Consultant's services, tasks, costs, expenses, receipts and other such information 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, copying and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit any evaluation of Services.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, 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. 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, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on November 7, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) additional one (1) year periods upon mutual written agreement of both 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. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

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 and Financial Size Category Class VI (or larger) in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, (insurance with coverage at least as broad as Insurance Service Office form CG 00 01), 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) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- (b) Business automobile liability insurance at least as broad as Insurance Services Office form CA 00 01, for owned vehicles, hired, and non-owned vehicles, covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California (Statutory Limits) and Employer's Liability Insurance with limits of at least \$1,000,000 per accident for bodily injury or disease. 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. Consultant is exempt from the Workers' compensation insurance requirement if it is a sole proprietorship, partnership, or corporation without employees.
- (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 (except for nonpayment for which a ten (10) day notice is required)."
- (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." Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called to protect it as a named insured.
- (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, along with a waiver of subrogation endorsement for workers' compensation, in a form and content approved by City, prior to performing any services under this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

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.

5.6 The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, the City may immediately terminate this Agreement.

5.7 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allows Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require a similar written express waivers and insurance clauses from each of its subconsultants.

5.8 Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

5.9 Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

5.10 Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

5.11 Separation of insureds. A severability of interests provision must apply for all additional insured ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

5.12 Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

5.13 The City's right to revise specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

5.14 Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

5.15 Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

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. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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

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

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

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

attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery 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, and (b) 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 M8
Costa Mesa, CA 92626
Tel: (714) 641- 1300
Attn: David Volz

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754- 5335
Attn: Seung Yang

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein. 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. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the

proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall 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 negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder includes the duty to defend consisting of reimbursement of defense costs incurred by the City in direct proportion to the Consultant's proportionate percentage of fault and 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 negligence, recklessness, or willful misconduct in 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

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

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and

subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. In addition, no member, officer, or employee of the City, or their designee or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

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. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. 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.

6.22. 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.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. 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.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement, in order to be valid.

6.25. 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.

6.26. 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.

6.27. 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.

6.28. 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.

6.29. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

6.30. Legal Responsibilities. Consultant shall keep itself informed of State and Federal laws and regulations, including but not limited to those specified in Exhibit "D", which in any manner affect those employed by it or in any way affect the performance of Services to this Agreement. Consultant shall at all times observe and comply with such laws and regulations. The City and its officials, officers, employees, and agents shall not be liable at law or in equity by failure of Consultant to comply with this Section.

6.31. Undue Influence. Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and remedies at law or in equity.


6.32. Default of Consultant. If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice

to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven (7) days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to to any other remedy to which it may be entitled at law, in equity or under this Agreement. Consultant shall be responsible for costs incurred by the City due to Consultant's failure to comply with this section. The City shall have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

[Signatures appear on following page.]

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.

CONSULTANT



David Volz
Signature

Date: November 9, 2023

CITY OF COSTA MESA



Lori Ann Farrell Harrison
City Manager

Date: 12/12/2023

ATTEST:

 12/12/2023

Brenda Green
City Clerk



APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 11/29/23

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 11/17/23

APPROVED AS TO CONTENT:

S. Yang
Seung Yang
City Engineer

Date: 11/20/23

DEPARTMENTAL APPROVAL:

S. Yang for R. Sethuraman
Raja Sethuraman
Public Works Director

Date: 11/20/23

APPROVED AS TO PURCHASING:

Carol Molina
Carol Molina
Finance Director

Date: Nov. 17, 2023

EXHIBIT A

CITY OF COSTA MESA'S REQUEST FOR PROPOSAL



CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC WORKS/ENGINEERING DIVISION

July 11, 2023

SUBJECT: REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK, 900 ARLINGTON AVE, COSTA MESA, CA

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the furnishing of professional services to plan and design the expansion of the current Costas Mesa Skate Park.

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

SCHEDULE OF EVENTS

| | <u>DATE</u> |
|-----------------------------------|-------------|
| 1) RFP Issued | 07/11/23 |
| 2) Non-Mandatory Job-Walk Meeting | 07/19/23 |
| 2) Deadline for Written Questions | 08/01/23 |
| 2) Proposal Received by City | 08/09/23 |
| 4) Contract Approval | TBD |

All dates are subject to change at the discretion of the City.

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

A non-mandatory job walk is scheduled for July 19, 2023 at 10:00 am at the Costa Mesa Skate Park, located at TeWinkle Park, 900 Arlington Drive (parking lot). **All prospective bidders are strongly encouraged to attend this meeting.**

CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is Irina Gurovich, Associate Engineer. All correspondence shall be submitted in writing via Planet Bids. Inquiries submitted other than via PlanetBids will not receive a response.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be submitted electronically via PlanetBids:
<https://pbsystem.planetbids.com/portal/45476/bo/bo-search>
No other form of submittal shall be accepted by the City.

FEE PROPOSAL

Fee Proposals shall be submitted in a separate file electronically via PlanetBids:
<https://pbsystem.planetbids.com/portal/45476/bo/bo-search>

Sincerely,

Irina Gurovich
Associate Engineer

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND
DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK
900 ARLINGTON DRIVE, COSTA MESA, CA**

I. INTRODUCTION

The City of Costa Mesa currently has one of the most popular skate parks in Orange County. It provides a total skateboarding area of approximately 15,000 SF and features a combination of street elements, bowls and transition areas. The existing Skate Park is one of the most frequently used facilities owned by the City. In June of 2023, the Costa Mesa City Council approved funding for the design and expansion of the current skate park as a part of the adoption of the 2023-2024 Capital Improvement Program budget.

The existing Skate Park is well liked by the skating community and the local neighborhood. The success of the facility can be attributed to a planning process that included active participation from the skating community, local residents, and various City departments throughout both the planning and design phases of the project. The City intends to follow the same approach for the planning and design of the skate park expansion project.

At this time, the City desires to retain the services of a highly-qualified firm with a specialty in skate park design and construction to assist the City with the design and construction support phases of this project. The selected Consultant team must possess a strong background in urban park planning and design with an emphasis in skate park design. It is anticipated that the Consultant will be responsible for hosting community meetings, preparing conceptual and schematic designs, preparing budget level estimates, and conducting public presentations.

A. General Goals:

The City of Costa Mesa desires to retain the services of a consultant to plan and design the expansion of the current Costa Mesa Skate Park.

The goals for the project are as follows:

1. Evaluate the City's current Skate Park in order to determine exciting and innovative skate features for the expansion which will not duplicate existing features.
2. Conduct public workshops, progress meetings with stakeholders, and presentations to the Parks and Community Services Commission and City Council.
3. Develop the project in partnership with representatives of the skating community, local residents, and various City departments.
4. Develop all schematic designs for the skate park expansion, including:
 - All skating and transition surfaces
 - Viewing areas
 - Access points
 - Fencing, consistent with the existing fencing at the park
 - Drainage
 - Security system
 - Protection of as many mature trees as possible

- A state-of-the-art sports lighting system that is consistent with the current Musco "Green Light" system

The selected Consultant will be responsible for the completion of the final design of the skate park, including the processing of permits from utility companies and the City's Building Division. The ultimate goal is to expand the current Skate Park facility by approximately 15,000 square-feet to ensure it is a modern, top-ranked, and state-of-the-art skate park facility that can serve as a signature destination in the region and cater to users of all ages and skill levels.

B. Minimum Consultant Qualifications:

The Consultant shall identify key project staff including sub-consultants that must have at least five (5) years of prior experience on similar types of projects. All Consultants responding to this Request for Proposals (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 and its residents.

II. CONTENT OF PROPOSAL

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

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which the City should be made aware. The project approach shall contain clarifications or additional scope of work necessary for the successful completion of the project.
- B. A project team organization chart, identifying those who will perform the work, and a brief resume of each team member (including a list of similar type projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main consultant.
- C. A list of similar projects that your firm has completed within the last five years. Information should include: project description, agency or client name, along with the person to contact and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, timeframes, and ability to perform the required services in a timely manner with a construction start date of July 2024.
- E. Fee proposal in a separately sealed envelope containing the following:
 - 1. Cover letter stating the total lump sum fee.
 - 2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall list individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates. The specific hourly rates

shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.

A pre-proposal meeting and walk-through will be held on July 25, 2023, 10:00 a.m. at the Costa Mesa Skate Park, located at TeWinkle Park, 900 Arlington Drive (parking lot). All prospective bidders are strongly encouraged to attend this meeting.

The Final day for receipt of questions from the Proposer shall be on or before August 7, 2023, before 2:00 pm. To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP.

Please submit three copies of the project proposal and three (3) copies of the fee proposal to Irina Gurovich, 77 Fair Drive, Costa Mesa, CA 92626, by 4:00 p.m. on August 14, 2023.

For any questions, please contact Irina Gurovich by email at Irina.Gurovich@costamesaca.gov

III. CONSULTANT SELECTION COMMITTEE

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

- A. Produce a well-engineered set of plans, specifications and estimates (PS&E) that will result in a minimum number of construction contract change orders.
- B. Produce an innovative and detailed set of construction documents, which reflect field conditions, including drainage and utility locations.
- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.
- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.

IV. ESTABLISHMENT OF FEES

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

Fee submitted shall include presentations at three community outreach meetings, one presentation to the Parks and Community Services Commission, one presentation to the Planning Commission, and one presentation to the City Council. These presentations may be outside of normal business hours and/or on weekends.

Consultant shall include an allowance line item in the fee proposal in the amount of **\$20,000** for reimbursable expenses such as exhibits requested for community presentations and any utility

agency fees.

In addition, the consultant is requested to include an amount of **\$10,000** in the fee schedule for the Design of The Skate Park Expansion as a contingency to be used only as directed in writing by the City's Project Manager.

V. PROFESSIONAL SERVICES AGREEMENT

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

VII. SCOPE OF CONSULTANT SERVICES

The scope of the work includes developing preliminary 3D concepts, conducting public workshops, coordinating with the skating community, making presentations to Commissions and the City Council, and completing the final design for the selected concept. The work also includes identifying and designing supporting/ancillary facilities such as viewing areas, covered picnic shelters and bleachers, parking lot, etc.

A. Project Analysis and Review:

The Consultant will evaluate existing conditions, research existing City plans and records, perform field review and investigations, prepare preliminary environmental determinations and feasibility studies (including traffic, parking, noise impact, lighting and space planning), meet with City staff to define the detailed project scope and objectives (minimum four meetings), and ultimately implement the General Goals identified for this project. The Consultant will meet periodically with City staff and other advisory groups for appropriate guidance and coordination and determine the appropriate courses of action for obtaining feedback from the community. In addition, the Consultant will be required to conduct programming workshops at the skate park (minimum three outreach meetings), and in addition, make public presentations before the Parks and Community Services Commission and the City Council. The Consultant shall take notes during the public presentations and workshop meetings and prepare meeting minutes that shall be submitted to City staff for approval within one week after the meeting.

B. Utility Investigation/Coordination:

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

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

The Consultant shall obtain approval in writing from utility companies for any necessary utility work and clearance. The Consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures."

The Consultant shall submit all utility correspondences to the City.

C. Survey:

The Consultant shall plot the project schematic design conducting aerials and topographic surveys to provide the necessary information to complete the schematic design for the project.

The Consultant shall plot the project design survey referencing all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on the drawings; provide centerline bearings with the basis of bearing referenced to a bearing on a latest recorded tract or parcel map nearest to the proposed site; and provide stations that shall be based upon and begun at nearest existing street centerline stations.

The Consultant shall provide the following minimum survey information:

1. Obtain permission from all the landowners where topographic surveying is needed.
2. Perform a topographic survey and prepare a base map. The base map shall identify existing structures, utilities, roadways, trails, trees, etc., and other existing improvements within the project limits.
3. Provide typical cross-sections with existing elevations.
4. Show property lines and address numbers (50% screened), including City and County boundaries.
5. Show contour lines within the limits of the work and to 100-feet (minimum) beyond the grading limits to establish existing drainage patterns.
6. Attention to detail is essential. All existing improvements and features must be

described and detailed on the plans.

Deliverables:

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

D. Plans (Schematic Design Phase):

1. Prepare initial 3D concept plans based on staff meetings and surveys for use in public workshops and meetings with stakeholders. Direction will be given at these meetings to finalize one recommended concept plan and one alternate concept plan prior to the scheduled public presentations (Parks and Community Service Commission, Planning Commission, and City Council).
2. Final concept plans must show the following levels of detail:
 - Site plan showing the entire park and the proposed skate park and structures.
 - Layout of the proposed skate park, restroom buildings, and picnic.
 - Shelters and parking lot over the proposed construction area.
 - Details (sections, plan and profile, materials, etc.) of Individual elements (skate park, restroom buildings, picnic shelters, parking lot, etc.).
 - 3-D (or Isometric) color renderings of proposed skate park and elements (solid object graphics preferred).
 - Locations of the sports lighting systems in the park.
3. Prepare preliminary construction cost estimates for the options being presented.
4. Complete the necessary environmental document for the final concept plan.

E. Geotechnical Investigation:

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

F. Electrical Engineering Services:

The design of the new safety lighting systems will require the services of a licensed electrical engineer who must coordinate the work and obtain permits from Southern California Edison and the City's Building Division.

G. Plans:

- i. The Consultant shall prepare construction drawings containing title sheet, general note sheet, plan sheets, typical cross section sheets, and detail sheets for the project. The title sheet shall contain a vicinity map and location map for the project.
- ii. The Consultant shall plot typical cross sections 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.
- iii. The Consultant shall plot existing improvements in broken or screened lines and place existing elevations in parenthesis.
 - iv. The Consultant shall 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).

H. Specifications:

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

I. Quantity and Cost Estimates:

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

J. 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 in both hard copy and electronic format.

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.

K. Project Document Submittal and Plan Information:

i. Project Initialization and General Requirements:

- a. Develop Project Schedule and Staffing Requirements.
- b. Locate electrical and irrigation POC's and initiate contact with the respective owners.
- c. Submit Monthly Progress Reports to the City.
- d. Participate in Periodic Meetings with City staff.
- e. Provide presentation to Parks and Recreation Commission outside of normal

business hours.

- f. Host neighborhood community meeting outside of normal business hours.
- g. Provide three-dimensional computer renderings of proposed improvements at 30%, 60%, 90% and 100% completion.
- h. All required City-issued permits will be provided for free of charge for the design and construction of the project.
- i. Any other permits required for the project shall be obtained by the CONSULTANT. The City will pay any fees to the respective agencies.
- j. Areas disturbed during the design and construction phases of this project must be restored to pre-existing conditions according to the City's requirements.
- k. Fieldwork will be conducted Monday through Friday from 7:00 a.m. to 5:00 p.m. or as authorized by the City. 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.
- l. Ensure that the project is designed and engineered to provide and maintain positive drainage flow.
- m. Ensure that standing/stagnant water is avoided due to vector concerns.

ii. Preliminary Engineering – 70% Complete PS&E's:

- a. Conduct all topographic and property surveys and combine with available topographic surveys to create of base maps for the project.
- b. Conduct all geotechnical investigations necessary for the construction of the project.
- c. The selected CONSULTANT shall review field conditions with respect to storm drain maps and irrigation plans provided by the City and report any configuration errors or inconsistencies to the City for clarification or correction.
- d. Prepare Base Maps, Rough Grading Plan and preliminary design of the restroom renovation, proposed landscape, hardscape, irrigation and electrical improvements, including color renderings of the proposed skatepark features and surfacing.
- e. This submittal must include all the proposed improvements, construction notes and as many details as possible.

iii. Preliminary Engineering – 100% Complete PS&E's:

- a. CONSULTANT shall address any comments from the City or other agencies generated from the 70% submittal.
- b. Based on the input received from the previous submittal, complete the design and prepare final PS&E's.
- c. Submit construction documents 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.

iv. Preliminary Engineering – Final PS&E's:

- a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
- b. Submit final set of PS&E's (printed and electronic formats) complete with the

necessary instructions and details to carry out the work in accordance with the approved construction phasing. The final set of plans shall be printed and submitted electronically with each sheet stamped and signed.

- c. Submit final construction permits and approvals from City Departments, other agencies, and utility companies.
- d. Submit final SWPPP and WQMP.

v. Deliverables:

The CONSULTANT shall provide the City with the following:

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

L. Construction Support Services:

- 1. Respond to all Contractor Requests for Information.
- 2. Review all Contractor Submittals.
- 3. Attend weekly construction progress meetings.
- 4. Review and advise on any construction change order requests.

VIII. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for the following:

- a. Providing all available system maps, existing hardcopy plans, reports and records on file with the City.
- b. A primary contact/project manager and staff liaison for the project.
- c. Publicity for all scheduled public meetings, including printing and signage, social media channels, website updates, and other communication channels as necessary.
- d. Access to all necessary facilities, including the Skatepark and meeting rooms as necessary.

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.

Attachments: Proposed Project Limit (Attachment A)
Sample PSA (Attachment B)
Insurance Requirement (Attachment C)
Utility Coordination Procedure (Attachment D)



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: August 9, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK, 900 ARLINGTON DRIVE, COSTA MESA, CA

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to Irina.Gurovich@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

| | | |
|--|--|------------------|
| <u>NON-MANDATORY JOB WALK</u> | 10:00 A.M., July 25, 2023 | COMPLETED |
| <u>NON -MANDATORY JOB WALK LOCATION</u> | 900 ARLINGTON DRIVE, COSTA MESA | COMPLETED |
| <u>DEADLINE TO SUBMIT QUESTIONS</u> | 2:00 P.M., August 7, 2023 | COMPLETED |
| <u>PROPOSAL DUE DATE</u> | 4:00 P.M., August 14, 2023 | NO CHANGE |

CLARIFICATIONS TO PROPOSAL:

The following questions were received at the pre-proposal meeting and through email with subsequent answers and clarifications:

1. Regarding proposal submission, are we expected to submit via Planetbids AND hard copies? The RFP Cover Letter states, "Proposals shall be submitted electronically via PlanetBids...No other form of submittal shall be accepted by the City," while the RFP reads, "Please submit three copies of the project proposal and three (3) copies of the fee proposal to Irina Gurovich, 77 Fair Drive, Costa Mesa, CA 92626, by 4:00 p.m. on August 14, 2023." Please confirm.
 - A. The three (3) copies of the proposal and three (3) copies of the fee proposal shall be mailed to the City and one (1) PDF file format of the proposal and one (1) PDF file format of the fee schedule shall be submitted online through the PlanetBids website.

Addendum No. 1

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK 900 ARLINGTON DRIVE, COSTA MESA, CA

2. Survey scope of work outlined in RFP doesn't mention including an underground utility survey. As a result, existing utilities will be mapped using record drawings and other resources obtained during investigation and research with utility companies. Please confirm this is an accurate assumption.
 - A. *Yes. Existing utilities will be mapped using record drawings and other resources obtained during investigation and research with utility companies.*
3. Based on discussion at the non-mandatory job walk, the Costa Mesa Skatepark Expansion Project will NOT have a dedicated pump track as part of the design. Please confirm.
 - A. *The project should include unique and innovative elements specific to skateboarding which could include concepts similar in nature to a pump track. Community input from workshops should be highly integrated into any designs.*
4. Based on discussion at the non-mandatory job walk, the Costa Mesa Skatepark Expansion Project will NOT include EV parking design and electrical design work associated with EV for this project. That work will be done under a separate project and therefore the consultant will exclude EV from scope of this project. Please confirm.
 - A. *Yes. This is correct. The Costa Mesa Skate Park Expansion Project will NOT include EV parking design and electrical design work associated with EV for this project. That work will be done under a separate project and therefore the consultant will exclude EV from scope of this project.*
5. Based on discussion at the non-mandatory job walk, the Costa Mesa Skatepark Expansion Project will include shade structure for spectators and users outside of the play area. Can this be a prefabricated and pre-designed structure from a known vendor, or should consultant include a structural engineer as part of the team to design the structure?
 - A. *The shade structure can be a prefabricated and pre-designed structure from a known vendor.*
6. Should consultant include an arborist as part of the scope of work for this project or it is assumed that the selected consultant will work with the City arborist throughout the design to ensure mature trees are protected?
 - A. *The selected consultant will work with the City arborist throughout the design to ensure mature trees are protected.*
7. Based on discussion at the non-mandatory job walk, it is understood that the City will assist and distribute submittals internally to various departments for review for plan check. Please confirm.
 - A. *Yes. The City will assist and distribute submittals internally to various departments for review for plan check.*
8. Based on discussion at the non-mandatory job walk, it is understood that restroom upgrades or construction of new restrooms are NOT part of the scope of this project. Please confirm.
 - A. *Yes. This is correct. The restroom upgrades or construction of new restrooms are not a part of the scope of this project.*
9. For construction support services, are the weekly meetings going to be virtual or in person?
 - A. *The meetings are going to be in-person.*

Addendum No. 1

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK 900 ARLINGTON DRIVE, COSTA MESA, CA

10. Is it expected for consultant to perform punch walk at the end of construction?
 - A. *Yes. It expected for consultant to perform punch walk at the end of construction.*
11. For site lighting, will the City require Musco lighting for the proposed expansion portion similar to existing?
 - A. *Yes. The City requires Musco lighting.*
12. Is the existing park currently discharging to an existing offsite storm drainpipe in the street?
 - A. *The existing pump discharges into the turf area west of the existing footprint.*
13. For the quantity and cost estimate scope of the RFP, is this expected to be an 'opinion of probable cost' prepared by the engineer? Or it is expected to have a cost estimator consultant on team to produce the construction cost estimate? Please advise.
 - A. *It is expected to have a cost estimator consultant on team to produce the construction cost estimate.*
14. Can we be provided a copy of the sign-in sheet that was used during the non-mandatory job-walk meeting on 7/25/23?
 - A. *The sign-in attendance sheet was uploaded to the Planet Bid Website and also attached to this addendum.*
15. On Page 2 of the RFP, Paragraph E regarding the "Fee Proposal," Section 2, it states that "each fee schedule shall list individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates." Can the City clarify if Subconsultants are required to provide a breakdown of the project tasks and basic hourly rates as well or if providing a lump sum fee for Subconsultants' services will be sufficient to meet the fee proposal requirement?
 - A. *Subconsultants are required to provide a breakdown of the project tasks and basic hourly rates.*
16. This project will require Materials Testing & Inspection (of concrete, etc.). How will the City hire the lab to perform these services? Would you please clarify the process of hiring for this scope since it is not delineated in the RFP?
 - A. *Since this is a design phase of the project, no Materials Testing & Inspection is required on behalf of the City.*

The following sections have been added to the Scope of Consultant Services, Section II, Content of the proposal:

E. Checklist of Forms to Accompany Proposal: As a convenience to Proposers, following is a list of the forms, **Appendix E** included in this RFP, which should be included with Proposals:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution

II.I Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee Schedule shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total not to exceed cost.
- **Forms to Accompany Proposal:** Appendix E forms shall be attached at the end of the Proposal with the exception of the Fee Schedule which shall be submitted in a separate file.
- **Number of Proposals:** The three (3) copies of the proposal and three (3) copies of the fee proposal shall be mailed to the City and one (1) PDF file format of the Proposal and one (1) PDF file format of the Fee schedule shall be submitted online through the PlanetBids website.
- **Submission of Proposals:** The hard copies, the electronic versions of the Proposals and Fee Proposals must be submitted no later than **4:00 p.m. (P.S.T) on August 14, 2023**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed proposals will not be accepted.
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on PlanetBids no later than **August 7, 2023 at 2:00 p.m.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All addendum(s), responses to questions received, and additional information will be posted to PlanetBids. Proposers should check the City's Planetbids page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than those posted on PlanetBids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Consultant will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** – City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK 900 ARLINGTON DRIVE, COSTA MESA, CA

with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes firm's legal business name(s).

1. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. **Project Approach, Scope, & Methodology ----- 20%**
2. **Qualifications, Organization & Key Staff Experience ----- 40%**
3. **Experience and Record of Success on Similar Federal Projects --- 30%**
4. **Cost Effectiveness ---- 10%**

2. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK 900 ARLINGTON DRIVE, COSTA MESA, CA

Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

- 3. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

- 4. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK 900 ARLINGTON DRIVE, COSTA MESA, CA

5. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Consultants in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Consultant's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

6. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

7. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix E** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

8. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK 900 ARLINGTON DRIVE, COSTA MESA, CA

such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

9. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix E**.

10. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix E** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

11. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix E**.

12. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to PlanetBids. Proposers should check this web page daily for new information

Please acknowledge receipt of Addendum 1 on your Proposal and by email per instruction in the first page of this addendum.

Attachments:

1. Appendix E – Required City Forms
2. Sign-in Sheet

Sincerely,


Irina Gurovich
Associate Engineer

APPENDIX E

Required City Forms

REQUEST FOR PROPOSALS FOR PROFESSIONAL
SERVICES FOR THE PLANNING AND DESIGN OF THE
EXPANSION OF THE COSTA MESA SKATE PARK 900
ARLINGTON DRIVE, COSTA MESA, CA



**VENDOR APPLICATION FORM
FOR
RFP No. _____ for _____**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL SOLE PROPRIETORSHIP

PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names | Title | Phone |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes ___No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. _____ FOR _____** at any time after **November 09, 2020**.

Signature Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 09, 2020** with a City Councilmember concerning informal **RFP No. _____ FOR _____**. A copy of all such communications is attached to this form for public distribution.

Signature Date: _____

Print

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

| Date | Name of Donor | Company/Business Affiliation | Name of Recipient | Amount |
|-------------|----------------------|-------------------------------------|--------------------------|---------------|
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Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

Date

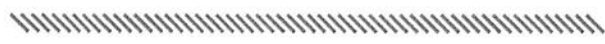
**SKATE PARK EXPANSION,
900 ARLINGTON DRIVE, COSTA MESA
RFP 23-04D**

WALK-THRU ATTENDANCE LIST

Tuesday, July 25, 2023 10:00 am at the project site

| NAME | COMPANY | CONTACT |
|---------------------|-----------------------------|---|
| Vince Onel | Spahn Ranch | Phone: 626-330-5803 |
| | | E-mail: vince@spahn ranch.com |
| Joey Lopez | Shreducate Academy | Phone: 949-662-4401 |
| | | E-mail: joey@shreducate.com |
| Devin Kelley | Grindline/Rick Engineering | Phone: 949-588-0707 |
| | | E-mail: dekelley@rickengineering.com |
| Zach Mueeting | RJM/New Line | Phone: 949-493-2600 |
| | | E-mail: zach@rjm designgroup.com |
| Barsin Bet Govargez | Kimley Horn | Phone: 818-400-3090 |
| | | E-mail: barsin.betrgovargez@kimley-horn.com |
| Brandie Metcalf | Ultra Systems Environmental | Phone: 949-788-4900 |
| | | E-mail: bmetcalf@ultrasystems.com |
| Raja Sethurman | City of Costa Mesa | Phone: 714-754-5032 |
| | | E-mail: |
| George Cortez | City of Costa Mesa | Phone: 714-327-7494 |
| | | E-mail: |
| Robert Ryan | City of Costa Mesa | Phone: 714-327-7499 |
| | | E-mail: |
| Angel Garcia | City of Costa Mesa | Phone: 714-754-5022 |
| | | E-mail: |
| Monique Villasenor | City of Costa Mesa | Phone: 714-754-5679 |
| | | E-mail: |
| Irina Gurovich | City of Costa Mesa | Phone: 714-754-5324 |
| | | E-mail: |
| | | Phone: |
| | | E-mail: |

EXHIBIT B
CONSULTANT'S PROPOSAL



CITY OF COSTA MESA

DESIGN SERVICES FOR SKATE PARK EXPANSION



AUGUST 14, 2023

EXPANSION OF SKATE PARK, CITY OF COSTA MESA

DVD



Designing landscapes that create community...
Leveraging location-based technologies to create a smarter world

August 14, 2023

Irina Gurovich
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

RE: PROPOSAL TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR THE EXPANSION OF THE COSTA MESA SKATE PARK

Dear Ms. Gurovich,

The Costa Mesa Skate Park on Arlington Drive is one of Orange County's most popular skate venues. This park is frequented by residents and visitors who, every day, participate in this exciting sport. This park is well known to our design studio as several of our staff have braved the crowds to skate at this exciting and fun concrete landmark.

The David Volz Design Studio, a local Costa Mesa-based, award-winning park design firm, and Spohn Ranch our skate park experts, are ready to design a thrilling and outstanding addition to this facility. This design team has collaborated on fantastic facilities that are also popular with Orange County skaters. In addition to dozens of facilities across California, our team's skate park in Stanton Central Park garnered accolades and awards for outstanding design and unique features. This same DVD/Spohn Ranch team is currently working on other facilities in Orange County, including a new skate park within Woodbury Park in Garden Grove.

DVD has proven expertise in community engagement as a catalyst for the unique, creative design development of park and skate park facilities. Our team of active skaters will engage the Costa Mesa skate community in a fun and creative design process that will specifically look for ideas and inspiration to create a unique addition to the existing park.

The 3D representations that we will prepare will be reviewed and critiqued by your city's skaters. The final designs that these stakeholder's influence will provide the direction for construction documents to guide the park's construction requirements. A full design package will be ready and presented to your civic leaders, and once approved, high-quality plans and specifications will ensure the delivery of an outstanding facility.

The experience section of this proposal outlines some of the outstanding skate parks our design team has delivered. We look forward to working with the Costa Mesa skate community to expand the offerings and opportunities to skate in Costa Mesa.

Very truly yours,

DAVID VOLZ DESIGN

David J. Volz, R.L.A. # 2375

Corporate Office
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
714.641.1300

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

San Jose Office
111 North Market Street, Suite 300
San Jose, CA 95113
669.444.0461

San Diego Office
4660 La Jolla Village Dr, Suite 100 #1834
San Diego, CA 92122
858.2471222

Addendum No. 1
REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF
THE EXPANSION OF THE COSTA MESA SKATE PARK 900 ARLINGTON DRIVE, COSTA MESA, CA



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: August 9, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK, 900 ARLINGTON DRIVE, COSTA MESA, CA

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to Irina.Gurovich@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by:  • David Volz

Company: David Volz Design Landscape Architects, Inc.

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

| | | |
|--|--|------------------|
| <u>NON-MANDATORY JOB WALK</u> | 10:00 A.M., July 25, 2023 | COMPLETED |
| <u>NON -MANDATORY JOB WALK LOCATION</u> | 900 ARLINGTON DRIVE, COSTA MESA | COMPLETED |
| <u>DEADLINE TO SUBMIT QUESTIONS</u> | 2:00 P.M., August 7, 2023 | COMPLETED |
| <u>PROPOSAL DUE DATE</u> | 4:00 P.M., August 14, 2023 | NO CHANGE |

CLARIFICATIONS TO PROPOSAL:

The following questions were received at the pre-proposal meeting and through email with subsequent answers and clarifications:

1. Regarding proposal submission, are we expected to submit via Planetbids AND hard copies? The RFP Cover Letter states, "Proposals shall be submitted electronically via PlanetBids...No other form of submittal shall be accepted by the City," while the RFP reads, "Please submit three copies of the project proposal and three (3) copies of the fee proposal to Irina Gurovich, 77 Fair Drive, Costa Mesa, CA 92626, by 4:00 p.m. on August 14, 2023." Please confirm.
 - A. The three (3) copies of the proposal and three (3) copies of the fee proposal shall be mailed to the City and one (1) PDF file format of the proposal and one (1) PDF file format of the fee schedule shall be submitted online through the PlanetBids website.

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FIRM PROFILE

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



We provides a wide range of services to our public agency clients: site planning, budgeting and preparation of construction documents are the mainstays of the services we provide. Public facilities and landscape improvements we have designed are evident in communities throughout Southern California. We have successfully delivered award-winning public landscape important projects in all over California

We strive to stay on top of the constantly changing world of the construction industry and its pricing. We regularly analyze what is happening with projects during estimating and bidding process to ensure that we are as close as possible to our clients' budget. We have been very successful in tracking costs.

Our company understands the importance of protecting the environment, protecting our resources and the health of future generations. **DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer QSD company.** We understand the commitment we have to the public to deliver quality projects that offer a high return for the public funds invested; projects that can be maintained and deliver a lifetime of service to the communities they are built for.

Our team will be easy to work with, creative, and responsive. We live by our mission statement to "create community" through our designs. Together our firm will be a pro-active knowledgeable resource for your city staff.

PLANNING & DESIGNING

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

Founded in 1997
 25 years in business
 S-Corporation-CA
 Never filed for bankruptcy
 Wholly-owned Business
 12 employees
 David Volz RLA#2375
 Gary Vasquez RLA #3883
 Eric Sterling RLA#5463
 Luis Pedraza RLA#6782
 LEED Accredited
 SBE

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

Contact Person:
 David Volz, President, RLA,
 LEED AP, QSD/QSP
 714-641-1300
 dvolz@dvolzdesign.com

Like us on Facebook!
 Follow us on Instagram!
 @davidvolzdesign



www.dvolzdesign.com



- Roadway Pavement Improvements
- Sewer Line Improvements
- Water Line Improvements
- Drainage Facility Improvements
- Sidewalk Improvements
- ADA Compliance Improvements
- Hydrology Studies
- Median Landscape Improvements
- Parkway Landscape Improvements
- Public Park Facility Improvements
- Geotechnical Investigations
- Traffic Engineering

DMS Consultants, Inc. is dedicated to technical excellence and high quality services. A team approach is taken to every project undertaken, with a project engineer directing, managing and acting as the central design figure in the work. Our firm strives to maintain a high level of communication with the client and jurisdictional agencies. We are acutely aware of the value and importance of providing close individual attention to each project and to working within the constraints of time and budget. We also know that the success of our firm rests clearly on the management, competence, and expertise of our professional staff and team. Established in 1994, our firm provides engineering and related services to municipalities, government entities, and private industries throughout Southern California. With a staff of registered civil engineers, designers, construction observers, contract administrators, surveyors, and specialists in transportation, building and safety, and computer-aided design, DMS Consultants, Inc. is uniquely qualified to respond to the diverse needs of our clientele.



Spohn Ranch began as a community, anchored by Aaron Spohn's backyard half-pipe, and grew into an award-winning skatepark design-build firm. A cornerstone of wheel sports progression for over 30 years, Spohn Ranch's Los Angeles backyard roots have spread globally, culminating in hundreds of cutting-edge creations.

Via three decades of municipal skatepark projects, spanning 40+ states, 15+ countries and a variety of corporate clients including Red Bull and Vans, Spohn Ranch has mastered a broad range of techniques specific to creating the highest-quality wheel-focused terrain possible.

With a firsthand passion for skateboarding and wheel sports, the Spohn Ranch family of highly-skilled craftsmen, including landscape architects, iron workers, grading wizards and ACI-certified shotcrete nozzlemen, pride themselves on designing and building skateparks with the relentless dedication to detail and architectural finesse that Spohn Ranch is known for.

CARVING CORNERS. NOT CUTTING THEM.

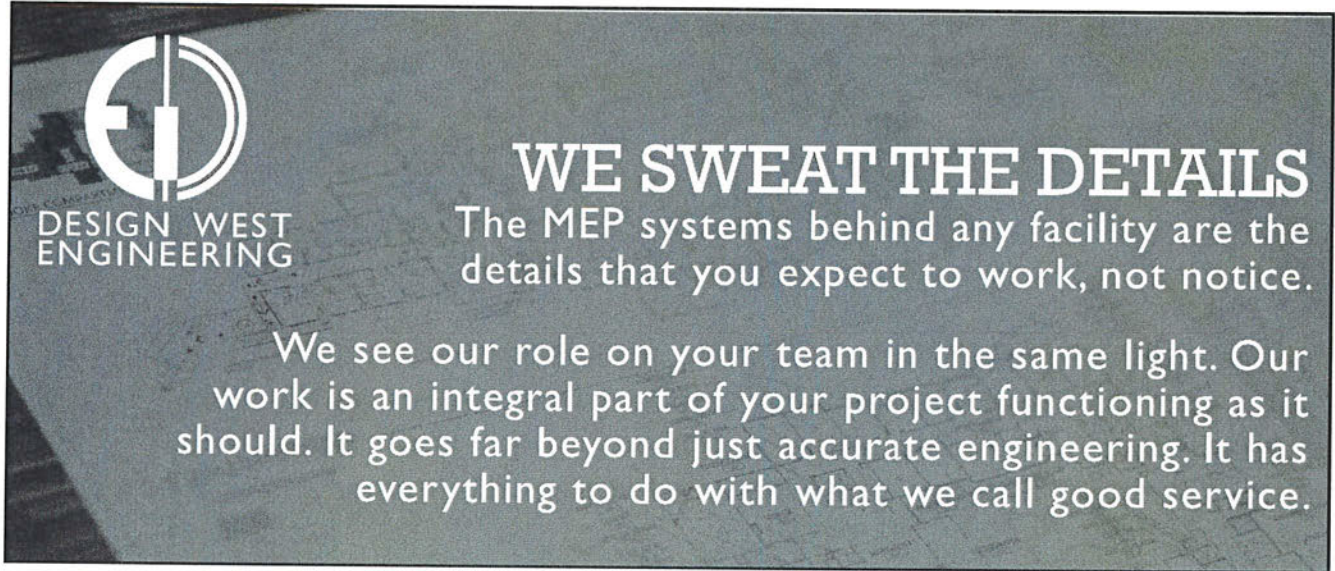
"AN EXCELLENT DESIGN. SHOULD BE AN EXAMPLE FOR OTHER COMMUNITIES TO FOLLOW" - TONY HAWK, PROFESSIONAL SKATEBOARDER

"ONE OF THE BEST PIECES OF SKATEABLE TERRAIN EVER BUILT" - CHRIS MILLER, PROFESSIONAL SKATEBOARDER

"A DESIGN SO UNIQUE THAT IT HAS LEFT OUR KIDS SPEECHLESS" - SANDWICH, IL PARK DISTRICT

"SPOHN RANCH'S KNOWLEDGE IN THE DESIGN & CONSTRUCTION OF SKATEPARKS IS BEYOND WORDS" - CITY OF ALAMOGORDO, NM

"TRULY GRATEFUL TO SPOHN RANCH FOR THEIR PASSION, PROFESSIONALISM & EXPERTISE" - CITY OF NEWARK, OH



FIRM OVERVIEW

In January of 2000, Design West Engineering was founded by partners Rob Cronk and Mark Galle. They set out to build an engineering company that would be focused, first and foremost, on delivering our architectural and construction partners with exceptional service.

The idea was simple, the model worked, and the company has thrived. Now, Design West has become a leading engineering firm across the West Coast.

Each team member is hand-selected to ensure the Design West standard for customer service is upheld and our staff has become known for technical excellence, outstanding communication, and pushing the boundaries of technology. In the end, it is all driven by the same focus: be the very best at serving our clients’ needs.

Engineering Services

- Mechanical
Fire Protection**
- Electrical
Technology**
- Plumbing
Utility Coordination**
- Commissioning
Energy**

Park Experience

Design West’s team brings you expertise in parks and community buildings, having a long history of experience with countless city and county clients as well as various state and federal agencies. Beyond just designing to the project type, this experience includes successful support of public works bidding and construction administration services. It includes effective communication and collaboration with various regulatory agencies, utility companies, governmental departments, and multiple stakeholders.

THE FOUR COMMITMENTS OF CUSTOMER SERVICE

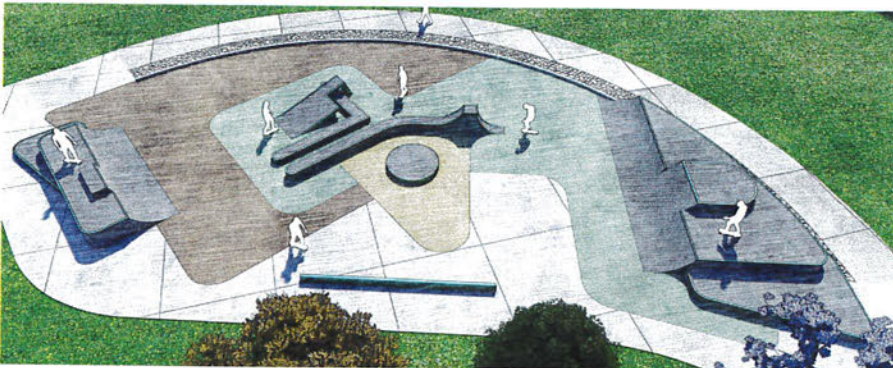
We know the only way to earn your trust is through consistent quality engineering, but exceptional customer service is the real foundation Design West is built on. We are committed to active collaboration, clear and consistent communication, purposeful creativity, and working with care. Our entire team knows it’s our job to make sure you don’t just like our work, but love working with us.



WOODBURY PARK

Revitalizing this important green space in south western Garden Grove will create the community building infrastructure the resident desire. At the many public meetings, neighborhood attendees identified the lack for facilities and recreational opportunities as some of the reasons that this park site is underutilized. Safety and security have also concerned, however a robust slate of "things to do" in the park was the input given by those who attended the outreach meetings.

The final concept plan developed from primarily on-site neighborhood meeting addresses many of the neighbors concerns and desires. An open and visible core has been identified as important in elevating blind spots at the back for the park. The concept plan contemplates opening the middle area by grading down the central hill and exposing the activity areas to the main entry ways and the proposed new parking lot. Other important feature of the concept plans includes the presentation of large on-site trees, the rebuilding and bettering of existing on-site recreation elements and a lighted perimeter trail system that provides easy access around the site and to all the new recreational elements.



Client: City of Garden Grove

Reference:
 John Montanez
 Director of Community
 Services
 (310) 217-9571
 johnmo@ggcity.org

- Key Elements:**
- Themed playground
 - Basketball courts
 - Skate elements
 - Splash pad
 - Community Center
 - Updated lighting

- Services provided:**
- Concept Plan
 - Community Outreach
 - Design Development
 - Construction Documents

Start Date: Sept. 2022
Completion Date: TBD
Cost of Design: \$672,806

DVD Project Manager:
 Luis Pedraza
Staff: David Volz, Gary
 Vasquez, Paul Cassar, Dana
 Bull, Michelle Maldonado,
 Xitlali Casarrubias
Sub-consultant:
 Spohn Ranch, Design West
 Engineering, NV5, David
 Sheegog

LIONS PARK PLAYGROUND IMPROVEMENTS

The City of Costa Mesa wanted to renovate their existing park and playground south of their new Donald Dungan Library. The directive for Lions Park was to remove and replace the restroom building and preserve the mature trees as well as install a new playground and retain a vintage fighter jet play structure in place. The program for users would be for ages 2 to 5 years and 5- to 12-year-old children including universal access. The programming of the play elements and surfacing of the playground design was inspired and driven by the jet fighter and an overall aviation theme. The site was zoned with the 2- to 5-year-olds to the west with swings with accessible seating for all, springers and small playhouse within rubber surfacing and a planter separation to a sand lot with sandcastle, table, and digger within as added play elements for toddlers. The 5- to 12-year-old area utilizes the renovated jet plane and a 2 towered play structure with several climb and interactive elements. The aircraft carrier rubberized surfacing pattern in between the structure and jet lent the deck of the aircraft carrier to be utilized as a runway for a zipline feature that allows the users to imagine flying over the deck. Additional program elements are swings and accessible seesaw and round-a-bout for all completing the playground. The mature tree canopies allowed families to have instant shade provided while their children engaged the site.



Client: City of Costa Mesa
Reference:
 Hector Soriano
 Associate Engineer
 (714) 754-5045
 hector.soriano@costamesaca.gov

- Key Elements:**
- Universally accessible play equipment
 - Refurbished Fighter Jet
 - Zipline swing
 - Drought tolerant plantings
 - Restroom

- Services provided:**
- Community Outreach
 - Master Plan
 - Construction Documents
 - Construction Period Services

Acreage: approximately 1
Start Date: Feb 2018
Completion Date: July 2021
Design Cost: \$219,415
Construction Cost: \$2.4 million

DVD Project Manager: Gary Vasquez
Staff: David Volz, Paul Cassar, Luis Pedraza, Dana Bull
Subconsultants: DMS Consultants, Design West Engineering

More Costa Mesa Projects:





GEORGE LANE SKATEPARK

LOCATION: QUARTZ HILL, CALIFORNIA

CLIENT: COUNTY OF LOS ANGELES

REFERENCE: JON GARGAN 661-294-3518 JGARGAN@PARKS.LACOUNTY.GOV

SIZE: 15,000 SQ FT | YEAR: 2019



SPOHN RANCH, INC. | LET'S ROLL
INFO@SPOHNRANCH.COM | 626.330.5803 | 6824 S CENTINELA AVE. LOS ANGELES, CA 90230



Quartz Hill, California's George Lane Park is now home to one of LA County's premiere skateparks courtesy of Spohn Ranch's design/build talents. The 15,000 square foot concrete skatepark officially opened on August 14 to a massive crowd of skateboarders, BMX bike riders and community supporters. The project was our second of two skatepark builds for Los Angeles County, following an equally-successful street plaza at Castaic Park that opened earlier in the year.



TUSTIN LEGACY SKATEPARK

LOCATION: TUSTIN, CALIFORNIA
 CLIENT: CITY OF TUSTIN
 REFERENCE: CHAD CLANTON 714-573-3332 CCLANTON@TUSTINCA.ORG
 SIZE: 11,000 SQ FT | YEAR: 2020



SPOHN RANCH, INC. | LET'S ROLL.
 INFO@SPOHNRANCH.COM | 626.330.5803 | 6824 S CENTINELA AVE. LOS ANGELES, CA 90023



The Tustin Skatepark is long overdue, but with Spohn Ranch's skatepark design/build expertise shaping the process, the 12,000 square foot space will be worth the wait. The skatepark is a first for the City of Tustin, but not Spohn Ranch's first project in Orange County, California. After hosting a public design workshop that provided key insights from the skateboard community, we created a modern skatepark design that balances street and transition-style terrain. A 4' – 6' bowl anchors the center of the space and is elevated from the street section to create a bit of traffic control. Surrounding the bowl is a rail paradise with a variety of grind rails including a flat rail, handrail, bump-to-rail and A-frame rail. The skatepark design also features a skateable eagle sculpture that ties into the larger park's patriotic theme.



MANZANITA SKATEPARK

LOCATION: ANAHEIM, CALIFORNIA

CLIENT: CITY OF ANAHEIM

REFERENCE: JOSE JIMENEZ 714-765-4463 JJIMENEZ@ANAHEIM.NET

SIZE: 10,000 SQ FT | YEAR: 2019



SPOHN RANCH, INC. | LET'S ROLL.
INFO@SPOHNRANCH.COM | 626.330.5803 | 6824 S CENTINELA AVE. LOS ANGELES, CA 90230



The skatepark design/build project is our 4th for the City of Anaheim and will be located in north-central Anaheim, an area currently underserved by public skateparks. Our canvas at Manzanita Park was challenging and tested our skatepark design expertise, but we overcame a tight footprint, a restrictive block wall and a fence requirement with a state-of-the-art concrete skatepark. Manzanita Skatepark's transition section will feature a 5'-7' deep bowl with Tedder Stone pool coping and a 3' deep beginner bowl with user-friendly roll-in. The street section makes the most of a narrow footprint with a variety of grind ledges, manual pads and grind rails. A spine anchors the center of the space, separating the street and transition sections for safety while still allowing for continuous flow.

ORGANIZATIONAL CHART

Our creative designers have the background and expertise to deliver outstanding landscape architecture services for your city's project. The DVD key team members are experienced and talented professionals and they will be supported by a team of licensed landscape architects, several very capable designers, sub consultants, and support staff.

Our design approach, from design development through construction document development, includes strong quality control techniques as well as several quality control measures. For example, our team will have a senior staff landscape architect assigned to specifically provide quality control oversight. This experience landscape architect will be involved in regular in-house design review of project drawings, specifications and budget estimate. He will provide input, and advice to the project administrator. This effort, together with our other quality control measures, will focus on providing the city with a design which is accurate and constructable.

Delivering projects within our client's expectations, budgets and time frame is our top priority. We will establish milestones for deliverables and set precise schedules for meetings and reviews. Our senior management will review all submittals prior to issuance. We will provide recommendations based upon experience and expertise for the betterment of any project assigned to DVD. These same senior DVD professionals will remain the primary contact for the City throughout the project.

PROJECT MANAGER - Gary Vasquez will provide design oversight of this project and be the design professional-of-record for the construction documents. Coordination of our large team of professionals will be the responsibility of DVD's project manager, Paul Cassar. Paul has extensive team leadership experience, he will be an active and engaged manager for this project. He will coordinate and lead design development meetings. Keeping in regular touch with the city project team, updating schedules and filing project progress reports, with action items, as the design is developed.

David Volz Design looks forward to a long relationship with your city. We are committed to delivering high quality services, designs, reports, documents, and support to the city





GARY VASQUEZ, RLA

DIRECTOR OF DESIGN

Mr. Vasquez is a highly experienced and award-winning senior design leader with 30+ years of experience in designing multi-faceted projects throughout California. He is a valuable member of the DVD team providing creative design solutions to any challenges or opportunities that arise. Over the years, Mr. Vasquez has provided high-quality project management on many of DVD's most successful and highly acclaimed park projects. He is known for his ability to deliver innovative and unique designs that meet and exceed client expectations.

One of Mr. Vasquez's key strengths is his ability to successfully integrate public input into his design projects. He is a key figure in DVD's community outreach program, and he works tirelessly to ensure that the community's ideas and input are incorporated into the master plan. This dedication to community input has led to numerous successful projects and has helped to establish DVD as a leader in the design industry. Mr. Vasquez's expertise in concept development and project planning is complemented by his broad knowledge of construction detailing, planting and irrigation design. This approach to project delivery ensures that every aspect of the design is carefully considered, resulting in high-quality project outcomes.

Overall, Mr. Vasquez's many years of experience, his award-winning design abilities, and his dedication to community input make him an invaluable member of the DVD team.

EDUCATION

- MLA, Landscape Architecture, 1989
California State Polytechnic University, Pomona
- BS, Ornamental Horticulture, 1986
California State Polytechnic University, San Luis Obispo

REGISTRATION

Landscape Architect, California, #3883, 1992

ACCOMPLISHMENTS

Design of the Year Award, APA 2010

SKILLS

AutoCAD, Adobe Photoshop, Microsoft Office

YEARS WITH DVD: 1997 - present

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

RECENT PROJECT EXPERIENCE

RICK GOMEZ PARK

Client: City of Buena Park

The project started as a small "greening" project at the end of the 8th Street cul-de-sac. Rick Gomez, a beloved long-time coach and youth advocate in Buena Park was memorialized through the theme and detailing of the park and playlot.

WOODBURY PARK

Client: City of Garden Grove

The revitalization of this significant green space in southwestern Garden Grove responds to community desires for enhanced infrastructure. On-site meetings, the final concept plan prioritizes an open and visible core, improved safety measures, accessibility, and the incorporation of new recreational elements, ultimately transforming the park into a vibrant community hub.

STANTON CENTRAL PARK

Client: City of Stanton

Stanton Central Park is the city's largest recreational open space encompassing 11.5 acres with features encouraging activity and exercise for a city whose citizen's never had a community park. Attentive design work was aided by the voiced needs of the community, making this truly a "people's park."

FREMONT PARK

Client: City of Glendale

The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.

BARNES PARK

Client: City of Baldwin Park

Barnes Park is a revitalizing urban oasis that offers a dynamic blend of modern recreational amenities, lush green spaces, and engaging activities for individuals and families to enjoy.



LUIS PEDRAZA

LANDSCAPE ARCHITECT

Luis is a highly skilled graphic designer with more than 8 years of experience working on various projects for agencies and design companies, including print advertisement and landscape design. His extensive experience and expertise in concept development, graphic illustration techniques, and project planning have led to his success in delivering high-quality design solutions for clients. In addition to his design work, Luis has a passion for community outreach and addressing issues of park poverty in under-served areas.

Luis is skilled in managing and directing professional staff in a dynamic atmosphere, making him an effective leader and team player. He has excellent communication skills, both written and verbal, and is adept at analyzing project objectives and working closely with clients, architects, and engineers to provide a solid foundation for successful project completion. His ability to communicate a vision from both the client and his own innovative stylings is exceptional.

Luis's communication skills and visual perception make him capable of creating projects that convey a unique and engaging vision for clients. His passion for design and community outreach, coupled with his years of experience and expertise, make him a valuable asset to any design team.

EDUCATION

- MLA, Landscape Architecture, California State Polytechnic University, Pomona, 2017
- Certificate in Ornamental Horticulture, 2011, Orange Coast College, Costa Mesa, Ca
- BA, Graphic Design, 2009, California State University, Fullerton, Ca

REGISTRATION

Landscape Architect, California, #6782, 2022

ACCOMPLISHMENTS

- Student Merit Award ASLA, SoCal Chapter, 2017
- "Quality of Life", Merit Award ASLA, SoCal Chapter, 2016
- Annual Southern California Spring Garden Show, 2015
- Annual Southern California Spring Garden Show, 2014

SKILLS

Adobe Creative Suite, Sketch up, AutoCAD, Bilingual - Spanish/English, HTML, CSS, Microsoft Office

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

RECENT PROJECT EXPERIENCE

JACK HAMMET PARK

Client: City of Costa Mesa

Improvements including new walkways, parking lot expansion, water facilities and control structures relocation, and a new pedestrian connection will be designed.

BARNES PARK

Client: City of Baldwin Park

Barnes Park is a revitalizing urban oasis that offers a dynamic blend of modern recreational amenities, lush green spaces, and engaging activities for individuals and families to enjoy.

CIRCLE PARK

Client: City of South Gate

This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities for the neighborhood.

WOODBURY PARK

Client: City of Garden Grove

The revitalization of this significant green space in southwestern Garden Grove responds to community desires for enhanced infrastructure. On-site meetings, improved safety measures, accessibility, and the incorporation of new recreational elements, ultimately transforming the park into a vibrant community hub.

PICKLEBALL COURTS @ MIKE WARD COMMUNITY PARK

Client: City of Irvine

This facility upgrade will include a 8-court layout, electrical upgrades and lighting, shade, player and spectator seating, and other amenities.



PAUL CASSAR

SENIOR LANDSCAPE DESIGNER

Has more than 13 years of experience in landscape architecture working on projects for public agencies. His design expertise ranges from recreational parks to streetscapes, school sites, as well as city design guidelines. A benefit to Mr. Cassar's design ability is his attention to detail and his knowledge of playground design, the latest construction practices and materials, ADA accessibility concerns, and his experience in the installation of hardscape, softscape, and irrigation systems. He brings field investigation, research, and communication experience to each of our projects.

Mr. Cassar has been a key figure at DVD in coordinating design development plans and carrying them through construction drawings. He is known for his ability to collaborate with a variety of clients, architects, engineers and designers and to successfully manage projects from beginning to end.

He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients. He cooperates well with staff, clients, and agencies to create successful products and works closely with contractors during construction. He is typically responsible for plan checking to ensure the successful completion and delivery of projects.

EDUCATION

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

SKILLS

Adobe InDesign, Adobe Creative Suite, Sketch up, AutoCAD, Microsoft Office

YEARS WITH DVD: 2005 - present

AVAILABILITY: 40%

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

RECENT PROJECT EXPERIENCE

STANTON CENTRAL PARK

Client: City of Stanton

Stanton Central Park is the city's largest recreational open space encompassing 11.5 acres with features encouraging activity and exercise for a city whose citizen's never had a community park. Attentive design work was aided by the voiced needs of the community, making this truly a "people's park."

JACK HAMMET PARK

Client: City of Costa Mesa

Improvements including new walkways, parking lot expansion, water facilities and control structures relocation, and a new pedestrian connection will be designed.

FREMONT PARK

Client: City of Glendale

The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.

CITRUS GLEN & HICKS CANYON PARK IRRIGATION

Client: City of Irvine

The DVD team concluded that the utility service line, water meter, and irrigation mainline were undersized to provide the capacity that was needed. A decision was made, based upon cost-benefit analysis, to split the park in two.

WOODBURY PARK

Client: City of Garden Grove

The revitalization of this significant green space in southwestern Garden Grove responds to community desires for enhanced infrastructure. On-site meetings, improved safety measures, accessibility, and the incorporation of new recreational elements, ultimately transforming the park into a vibrant community hub.



DANA BULL

LANDSCAPE DESIGNER

Dana Bull is a talented Landscape Designer with David Volz Design, known for her exceptional eye for plant palette and her love for all plants. With over six years of experience in the field, she has developed a deep understanding of plant materials and their requirements, and uses this knowledge to create unique and beautiful outdoor spaces that are both functional and aesthetically pleasing. Her passion for all things plant-related is evident in her work, and she is dedicated to creating designs that not only meet her clients' needs but also incorporate a wide variety of plants that will thrive in the local climate. Whether designing a small residential garden or a large commercial landscape, Dana brings a creative and thoughtful approach to every project she works on.

EDUCATION

- BS. Landscape Architecture, California State Polytechnic University, Pomona, 2016

SKILLS

AutoCAD, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: 2017 - present

AVAILABILITY: 40%

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

RECENT PROJECT EXPERIENCE

WHITAKER ELEMENTARY SCHOOL PARK

Client: City of Buena Park

An initial opportunity to provide some dedicated park facilities at Whitaker School has blossomed into a full of fledged "new" park across three acres of school yard. Through a series of community outreach workshops a plan has emerged with several exciting and unique elements.

BERKSHIRE & GREVELIA PARKS

Client: City of South Pasadena

The Berkshire and Grevelia lots have been purchased and the neighborhood has given initial ideas for the conversion of these properties to pocket parks. DVD designed life back to the exciting park facilities that the neighbors envisioned for their community.

PRIMROSE PARK

Client: City of Temple City

Nestled in the heart of Temple City, Primrose Park exudes tranquility with its lush greenery, charming picnic spots, and a playground that delights children. Its peaceful ambiance and recreational offerings make it a cherished destination for both relaxation and family fun.

PICKLEBALL COURTS @ MIKE WARD COMMUNITY PARK

Client: City of Irvine

This facility upgrade will include a 8-court layout, electrical upgrades and lighting, shade, player and spectator seating, and other amenities.

STANTON CENTRAL PARK

Client: City of Stanton

Stanton Central Park is the city's largest recreational open space encompassing 11.5 acres with features encouraging activity and exercise for a city whose citizen's never had a community park. Attentive design work was aided by the voiced needs of the community, making this truly a "people's park."



MICHELLE MALDONADO

PROJECT DESIGNER

As a recent graduate from the landscape architecture program at Berkeley, Ms. Maldonado brings a strong design background. With her knowledge of AutoCAD and SketchUp, as well as her attention to detail and

ability to work well in a team, she is well-suited to assist with the design and planning of various landscape projects, conduct research and gather data, and prepare cost estimates and project schedules. Her strong communication skills will also be an asset when it comes to client meetings and presentations. She has a great sense of responsibility, and she is eager to learn and grow in the field.

EDUCATION

BS, Landscape Architecture, University of California, Berkley, 2022

SKILLS

AutoCAD, Rhino, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: May 2022 - present

AVAILABILITY: 40%



XITLALI CASARUBBIAS

PROJECT DESIGNER

Ms. Casarubbias has a strong focus on community engagement and creating designs that are versatile and provide a range of services. By engaging with the community to understand their wants and needs,

she aims to create designs that add meaning and value to the space. Her motivation and team-oriented approach will make her an asset to any team and will ensure the success of any project she works on. Her ability to balance the technical and creative aspects of landscape architecture are valuable skills, and her approach to engaging the community in her designs will bring a unique perspective to the team and projects.

EDUCATION

BS, Landscape Architecture, University of California, Berkley, 2021

SKILLS

AutoCAD, Rhino, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: June 2022 - present

AVAILABILITY: 40%

ROLE: Assist with the design and planning of landscape projects, including site analysis, conceptual design, and construction documents, Conduct research and gather data on site conditions, materials, and regulations, Participate in client meetings and prepare graphics for presentations.

RECENT PROJECT EXPERIENCE

AROVISTA PARK MODERNIZATION

Client: City of Brea

The goal is to create an all inclusive destination park to improve emotional, social, physical, and mental health and where they can explore, discover, relax, and play in a safe and uniquely fun environment.

SANITARY DISTRICT HEADQUARTERS

Client: Costa Mesa Sanitary District

A turf removal/water conservation project to provide a boldly vibrant native landscape design.

SANTA ANA SPLASH PADS

Client: City of Santa Ana

The City of Santa Ana has the opportunity to re-imagine a portion of six existing parks and plan for new splash pads.

PICKLEBALL COURTS @ MIKE WARD COMMUNITY PARK

Client: City of Irvine

This facility upgrade will include a 8-court layout, electrical upgrades and lighting, shade, player and spectator seating, and other amenities.

WOODBURY PARK

Client: City of Garden Grove

The revitalization of this significant green space in southwestern Garden Grove responds to community desires for enhanced infrastructure. On-site meetings, improved safety measures, accessibility, and the incorporation of new recreational elements, ultimately transforming the park into a vibrant community hub.

CIRCLE PARK

Client: City of South Gate

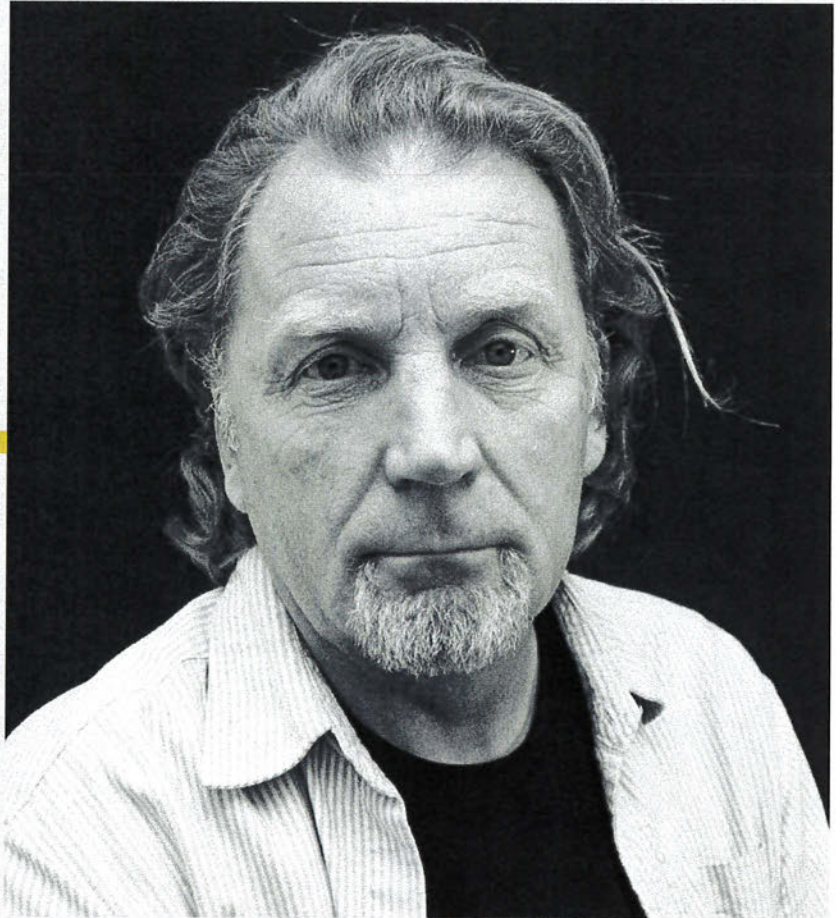
This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities for the neighborhood.

AARON SPOHN

FOUNDER & PRESIDENT

SKILLS + EXPERTISE

SKATEPARK DESIGN/BUILD
CARPENTRY | CONCRETE
COMMUNITY ENGAGEMENT
MASTER-PLANNING | ASTM
SKATEPARK OPERATIONS
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT



PROJECT ROLE:

Principal-in-Charge

EDUCATION:

School of Hard Knocks

EXPERIENCE:

40+ years skateboarding
25+ years in skatepark industry

ACCREDITATIONS:

National Recreation & Park Association
California Park & Recreation Society

BACKGROUND:

Aaron is the embodiment of the entrepreneurial spirit. When he used a carpentry background to start Spohn Ranch in the early '90's, he had no back-up plan – he put everything he had behind his passion for wheel sports. That passion culminated in a backyard half-pipe that not only gave birth to a community, but eventually an award-winning skatepark design-build firm.

After Aaron helped launch skateparks into the mainstream when he partnered with ESPN to develop the X-Games, Spohn Ranch's backyard roots spread globally in the form of hundreds of cutting-edge creations.

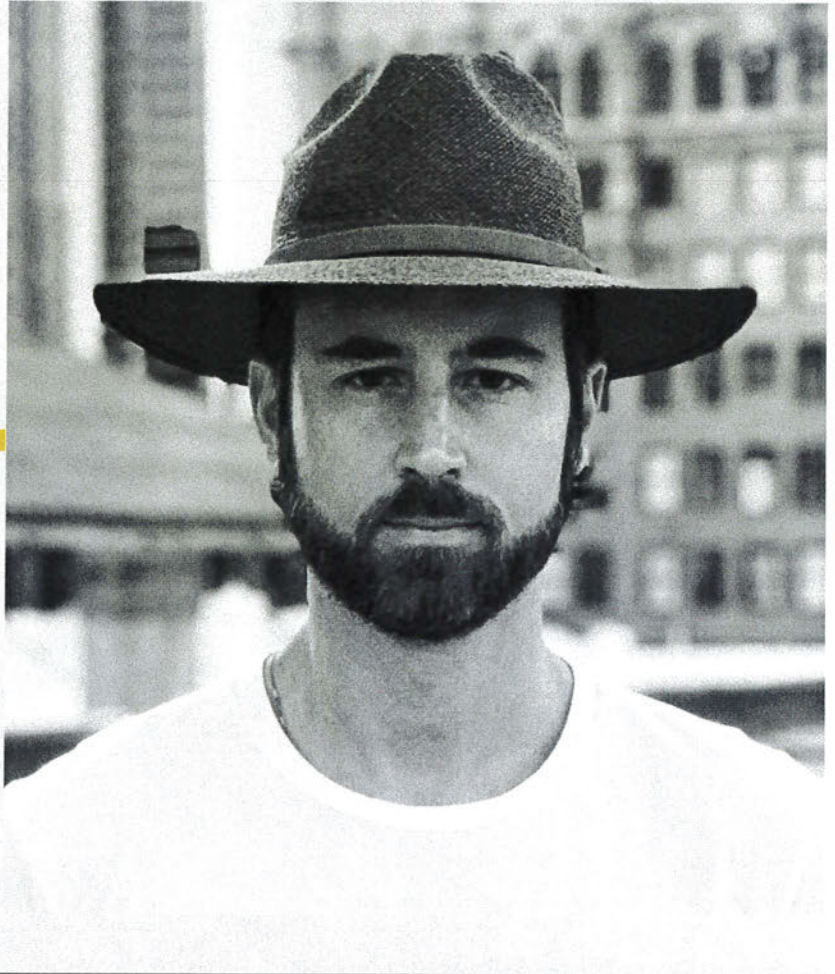
From permanent skateable landscapes to innovative installations for high-profile events, Aaron and Spohn Ranch have played an invaluable role in the exponential development of wheel sports. Hailed by insiders as a pioneer of the modern municipal skatepark, Aaron has also spent considerable effort promoting the industry as a whole and sharing his extensive knowledge – leading the ASTM committee that created safety standards for public skateparks and lecturing at parks and recreation conferences across the country.

VINCE ONEL

PRINCIPAL + VP OF DESIGN

SKILLS + EXPERTISE

SKATEPARK DESIGN | AUTOCAD
 LANDSCAPE ARCHITECTURE
 SITE ANALYSIS | CONCRETE
 GRADING & DRAINAGE | STEEL
 COST ESTIMATING | SCHEDULING
 GOVERNMENT CONTRACTING
 PROJECT MANAGEMENT



| | | | |
|--|--|--|---|
| PROJECT ROLE: Project Manager & Lead Designer | EDUCATION: Bachelor of Science, University of Southern California | EXPERIENCE: 25+ years skateboarding 15+ years in skatepark industry | ACCREDITATIONS: LEED Green Associate World of Concrete (Concrete Fundamentals) |
|--|--|--|---|

BACKGROUND:

Vince grew up in Iowa and discovered skateboarding at age 10. After years of being chased by police on the campus where his father worked as a professor, Vince joined forces with fellow Iowa City skateboarders to advocate for a public skatepark. Advocacy efforts paid off and the park was successfully constructed in 2002. Lessons learned during this effort and a passion for architecture and construction paved the way for a bachelor's degree at the University of Southern California. Since joining Spohn Ranch in 2008, Vince's AutoCAD and critical thinking skills have led interdisciplinary teams for 150+ projects across 40+ states – always focused on not only innovative design, but also steadfast schedule and budget.

HIGHLIGHTED PROJECT LIST:

- Stanton Skatepark - Stanton, California
- Tustin Legacy Skatepark - Tustin, California
- Harbor City Skatepark - Los Angeles, California
- Manzanita Skatepark - Anaheim, California
- X Park - La Quinta, California
- George Lane Skatepark - Quartz Hill, California



Surender Dewan, P.E., President

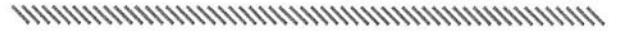
EDUCATION: Bachelor of Science, Civil Engineering
Delhi University, 1970
Master of Science, Civil Engineering
University of Washington, 1978

REGISTRATION: Civil Engineer, California
RCE 34559
SWRCB Certified QSD 20924

Mr. Dewan, President of DMS Consultants, Inc., has more than 30 years of professional experience in the design of Public Works projects. Mr. Dewan is responsible for performing and/or coordinating engineering design and other related technical services including project management; preparation of plans, specifications, estimates, design; and evaluation of major municipal projects.

MUNICIPAL PROJECTS

- Euclid Street Roadway Improvements - Fountain Valley
- State College Boulevard Rehabilitation Project - Fullerton
- San Dimas Avenue Improvements - San Dimas
- Hollydale Community Park - South Gate
- Del Amo Boulevard Street Improvements - Cerritos
- Madonna Area Street, Sewer & Water Reconstruction - Fullerton
- San Dimas Wash Trail - Glendora
- Via Verde Reconstruction Project from Covina Hills Street to Puente Street - San Dimas
- Chapman Avenue Rehabilitation Project from Berkeley Avenue to Raymond Avenue - Fullerton
- Bastanchury / Valencia Mesa Bile Path - Fullerton
- FY 2014-15 Street Improvements, Sewer and Water Main Replacement - Fullerton
- Design of Caltrans Curb Ramp Construction Plans, Studebaker Road at State Route 91 - Cerritos
- MacArthur Boulevard Pavement Reconstruction - Newport Beach
- Placentia Avenue Reconstruction - Fullerton
- Big Canyon Reservoir Auxiliary Maintenance Yard - Newport Beach
- Grand Avenue Beautification Project - Diamond Bar
- Covina Boulevard and Cataract Avenue Street Improvement Project - San Dimas
- Kings Road Reconstruction Project - Newport Beach
- Eastbluff Drive Street Rehabilitation Project - Newport Beach
- Seal Beach Boulevard and Lampson Avenue Median Improvement Project - Seal Beach
- Ocean Avenue Street Improvement Project - Seal Beach
- Marquardt Avenue 183rd to Artesia Boulevard Median Improvements - Cerritos
- Jamboree Road Rehabilitation, Ford to San Joaquin and Bristol to University - Newport Beach
- Arrow Highway Street Resurfacing and Restoration Project - San Dimas
- San Dimas Canyon Road, Landscaped Median and Street Restoration Project - San Dimas



DESIGN WEST ENGINEERING | KEY PERSONNEL



LEO MAYA, PE, LEED AP
Principal Electrical Engineer

With over 20 years of electrical design experience, Leo has been a key part of Design West since 2005. Leo has worked on a wide array of projects including large commercial and industrial buildings, health care and institutional facilities, sports field lighting, street and area lighting, golf course electrical systems, and various dry utility designs. His dedication to maintaining long-term client relationships and his diverse electrical background have made him the natural selection to head up our Electrical Department in 2009. Leo’s continuing education keep him up to date with the latest lighting and energy efficient technologies. Leo is an ongoing student of Engineering Management at Arizona State University and holds a CA electrical PE license.



ROY MORALES
Electrical Department Head, Associate

Roy has relationships with many of the local agencies after providing years of reliable design and service to this clientele. His experience includes design for buildings, sports fields, street lighting, and solar photovoltaic systems. Roy is a Senior Project Manager as well as the Electrical Department Head for the San Bernardino office. Roy joined the Design West team after working several years with Dream Engineering when the company was bought out in 2009. Roy brought an expertise in electrical applications, including parks and street projects, along with municipal projects such as essential service facilities, community buildings, government operations facilities, and aviation buildings. Roy is a proven team leader, both in how he runs his teams internally, and how he runs his project teams when working with clients.



ARCADIO NUNGARAY
Electrical Project Manager

Arcadio joined Design West in 2010 as an Electrical Project Designer and has operated a Project Manager since 2015 with a project team including 3 supporting staff. As a resident design software expert, Arcadio also serves the team as CAD Manager and Bluebeam Manager. Arcadio excels at fast pace and rapid turn-around projects. His body of work is largely focused on parks and recreation facilities, government buildings, department of defense work, NASA, and solar photovoltaics. He is known for his responsiveness and thorough communication. Arcadio maintains his project deadlines in a resourceful and competent manner for each of his clients.



UNDERSTANDING & APPROACH

Let's Roll! A unique, new, modern, state of the art skate park for Costa Mesa will be designed by the renowned skater/designers of Spohn Ranch. The park setting, access, aesthetics and delivery of the plan set will be guided by the award winning landscape architects at David Volz Design. This team has delivered several outstanding public skate and park venues across the southland.

Hosting fun and intense community stakeholder meetings, garnering inspiration and insights from participants, and putting forward outstanding, unique design options is the promise of the DVD/Spohn Ranch team. Parks in Orange County and throughout the southern California designed by these partners have garnered awards and online accolades from community leaders and the skate community. The large skate facility in Stanton Central Park is a legacy facility that resulted from a solid collaboration between the DVD park designers, Spohn Ranch's skater/designers, and the enthusiastic youths of the Stanton community. This award-winning Stanton Park is of similar size to the new facility proposed at Costa Mesa's Arlington facility. The detailing, skate lines, jumps, boxes, curves, and ramps resulted from lively discussions about the unique character and culture of the stake-holding community.

For the new Costa Mesa community, the same design team leaders will work with Costa Mesa's skaters to design a unique state-of-the-art expansion of the existing well used park.

The design development will include 3D graphics, renderings, and working schematics to convey design ideas and options to the community. Upon consensus, a final design development package will be prepared for your civic leader's review. Presentations will be made to the public parks commission and city council. Upon final approval of your civic leader's preparation of construction bid documents will commence.

The skate park design team will work with our engineering partners to address civil engineering, lighting, and geotechnical aspects of the design detailing. These engineering partners have work with DVD on several park and community improvement projects in the past, including the play lot (airplane park) at Lions Park, the park enhancement at Jack Hammett Park, as well as the bike trail and streetscape improvements along Harbor Boulevard. Our team is adept at delivering a great project in Costa Mesa and for agencies throughout Southern California.



SKATE PARK EXPANSION PROGRAM

1. Expand the existing skate park by 15,000 square feet
2. Provide viewing areas at the park
3. Provide access to the expanded facilities
4. Extend the existing fencing to encompass the new facility
5. Provide site stormwater drainage
6. Provide security system, lights, camera installation
7. Protect existing trees where possible
8. Provide state of the art sports lighting consistent with the current musco "green light" system
9. Restore, refurbish the park landscape surrounding the expanded facility
10. The project budget for construction is \$1.7 million



SUSTAINABILITY & LOW IMPACT DESIGN

David Volz Design is committed to delivering public landscapes that are sustainable and beautiful. We embrace the principles of design that encourage stewardship of our resources, respect for the environment and creative sustainable practices. Through our affiliation with LEED's, we identify and quantify the sustainability of our designs. Our team has extensive experience with Public Works Agencies delivering storm water management practices that mimic natural hydrological cycles. We implement integrated management practices into every project.

Low Impact Design development (LID) is an alternative site design strategy that uses natural and engineered infiltration and storage to control storm water where it is generated. Projects under LIDs design are uniquely site specific in their effort to reduce runoff and volume, reduce pollutants and fertilizers, and maintain pre-development surface temperatures. All of which are problematic for conventional storm water management. Key goals include reducing downstream flooding, erosion, and scour from natural waterways. Benefits of LID practices include cost saving over expensive infrastructure. Utilizing bio-swales and sunken lawns allow for the discernment and infiltration of runoff. Bio-swales offer opportunities for biodiversity utilizing native plant material that can remedy the degradation of native habitats. Additionally, LID aesthetics can enhance and beautify the built environment and landscapes by use of pervious pavers and alternative natural paving materials.

A beautiful and sustainable landscape starts with a clear understanding of the client's requirements, the site and environs and a creative approach to the design process. Water efficiencies, energy use reductions, waste reduction, recycled content and localized material's sourcing can all be quantified and are an integral part of our design. Resource conservation through the use and specification of recycled and reused materials and identification of locally sourced goods are important sustainability issues. Water resources are conserved through our thoughtful low water use planting schemes, precise irrigation layout and control systems, as well as, stormwater capture, cleaning and reuse. For pollution prevention, stormwater recycling plans are embraced and integral to our designs. On-site water detention, bio filtration, permeable pavement, and many other measures are creatively incorporated into the landscapes we design.

David Volz Design is dedicated to the opportunity and challenge of creating unique spaces and special places that draw inspiration from the environs and the community. David Volz Design believes the very definition of sustainability speaks of environments that are well used and enjoyed, and maintainable over time. We at DVD believe that the ultimate measure of sustainability of any public space has to be high use and enjoyment over the long term.

Low Impact Design Benefits

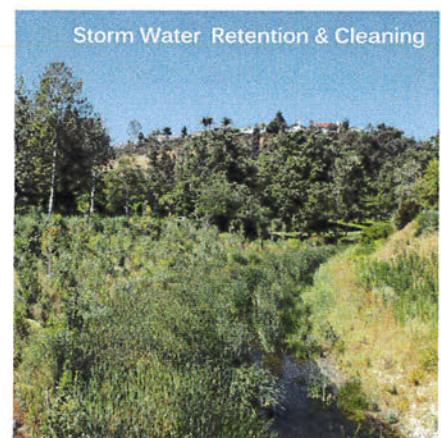
- Reduce runoff/reduce flooding
- Reduce pollutants & fertilizer
- Reduce sediment runoff & scour
- Improved infiltration ground water recharge
- Cost savings over conventional design
- Biodiversity in the urban habitat
- Streamlined design functionality
- Aesthetics

Low Impact Design IMPs Non-Structural:

- Reduced impervious areas
- Disconnect from conventional storm water systems
- Reduce disturbed areas of development
- Minimize grading/reduce construction impacts
- Preserve natural drainage and vegetation

Structural:

- Bioretention including vegetated swales and bio-swales
- Permeable pavements
- Green roofs
- Cisterns / Recycling



COMMUNITY OUTREACH

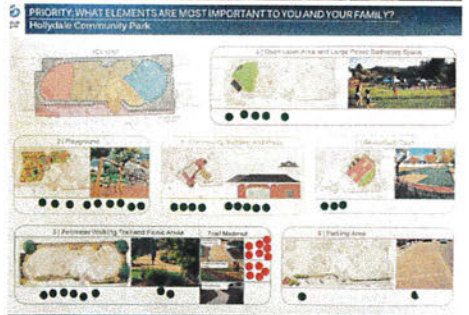
For any community inspired design program, DVD envisions a robust community engagement process. Our initial community meeting will be a participatory community brainstorming session focused on gathering ideas for developing a park master plan. Our preparation for this input will include site reviews and analysis of the plans and documents related to this park site. We will gather "seed" ideas from city staff and from our own site reviews. Our team will assist in the preparation of notices and graphics to get the word out - to invite the community to help design their park.

We will begin the initial workshop with an on site tour of the park to clearly identify the setting. To foster the "brainstorming" session, our team will introduce "seed" ideas that will encourage thoughtful responses and open the discussion for brainstorming and continued idea generation. We will look to the community for ideas about possible improvements, including ideas for enhancement, family recreation and complimentary opportunities to develop the design of an outstanding park plan.

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

The Master Plan, which will be the focus of our planning efforts, will be the culmination of the community's ideas being honed into a final graphic representation of the best development strategy for this park. A report will also be prepared outlining the input process and describing the program and development elements. Also, a preliminary construction budget will be a part of this project report.

The community workshops that we facilitate are the best medium for finding out what the citizenry desires. Allowing the community to stand in a place of ownership aids in a smooth planning process. In the long term, this ownership translates into projects that are sustained by the community.



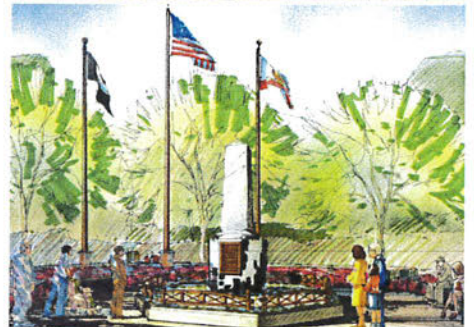
GRAPHICS & RENDERINGS

WHAT IF A VISUALIZATION OF AN IDEA COULD BRING CLARITY TO THE DESIGN INTENT? COULD ALLOW FOR ENLIGHTENED CONSIDERATION AND UNDERSTANDING?

The David Volz Design studio has a robust graphic design component, and skilled professionals adept at delivering graphics and images, including immersive 3-dimensional fly throughs that communicate our design ideas before moving ahead with the project's engineering.

Communication is the key to understanding. The photo-realistic renderings, computer-generated 3D models, and images of the project style, detailing, form, and function provide a clear understanding of the project concepts. Our creative and innovative designs are beautifully rendered for review and consideration of civic leaders, our collaborative partners, and the general public. Our visualizations have resulted in great feedback and design considerations, great "Now I Get It" moments, and enthusiastic approvals of concepts, ideas, and projects.

The DVD team has proven capabilities for the graphic presentation of the ideas and the layout for review of the park's conceptual layout. We will prepare artist renderings, 3D fly through videos and photo realistic pictures to describe the many elements we plan to include in this development. We will ready all our renderings for social media posting and for use in city communications.



SCOPE OF SERVICES

TASK 1 - PROJECT INITIALIZATION

- 1.01 Initial kickoff meeting with city project staff
 - a. Review project criteria and program objectives
 - b. Review procedures and design schedule
 - c. Assign calendar dates to each milestone

- 1.02 Background Research
 - a. Collect available data and maps
 - b. Review site plans and documents
 - e. Review initial opportunities
 - Identify opportunities and constraints
 - Identify surrounding uses and connections

- 1.04 Prepare base map and exhibits for planning purposes

- 1.05 Preliminary Engineering Studies
 - a. Geotechnical soils report and percolation testing
 - b. Site topographic survey
 - c. Initial hydrology review

TASK 2 – COMMUNITY WORKSHOP

- 2.01 Initial community review and workshop
 - a. Meet with the community on site
 - Conduct site walk
 - Discuss opportunities and objectives
 - Review limitations and challenges
 - Review program opportunities
 - Facilitate design charrette with community/stakeholders
 - Gather initial ideas and direction

- 2.02 Document input received
 - a. Prepare summary of input from community
 - b. Annotate maps with community insights

- 2.03 Second community workshop
 - a. Present preliminary concept plans (2)
 - Program elements review
 - Idea and vision consolidation
 - Options, alternatives, and theme considerations
 - Concept discussion and recommendation
 - Define community consensus and collective vision
 - b. Document input received
 - Prepare summary of input from community
 - Annotate maps with community insights

- 2.04 Meeting with city staff to review work to date

MEETINGS & DELIVERABLES

Review meeting with staff (1)
 Community outreach meeting (3)
 Community outreach exhibits

TASK 3 – PRELIMINARY CONCEPT PLANS (2 ANTICIPATED)

- 3.01 Review input received from previous community outreach with city project team

- 3.02 Prepare preliminary concept plans (2)
 - a. Develop designs for park improvements
 - b. Develop concepts and alternatives
 - c. Refine and consolidate ideas
 - d. Color-rendered plan view graphics
 - e. Style pictures depicting ideas for improvements
 - f. Plant palette display

- 3.03 Construction cost budget estimates
 - a. Prepare analysis of construction cost for each plan options

- 3.04 Presentation to Parks and Community Services Commission

MEETINGS & DELIVERABLES

Review meeting with staff
 Preliminary concept plans
 3D renderings and graphic
 Construction cost budget
 Presentation
 Presentation Exhibits

TASK 4 – FINAL CONCEPT PLANS AND REPORTS

- 4.01 Prepare final concept plan
 - a. Review schematic layouts with city staff, obtain direction to prepare final concept plan
 - b. Refine/revise preliminary concept plan per comments
- 4.02 Update and refine 3D renderings (2)
- 4.03 Update construction cost budget estimates
- 4.04 Presentation to the Parks Commission and to the City Council (2)

MEETINGS & DELIVERABLES

Review meeting with staff
 Final concept plans
 3D renderings and graphic
 Construction cost budget
 Presentation to commission and council
 Presentation exhibits

TASK 5 - CONSTRUCTION DOCUMENTS (60% & 90% SUBMITTALS)

- 5.01 Prepare construction drawings
 - a. Skate Park construction plan and details
 - b. Irrigation plan and details
 - c. Landscape plan and details
 - d. Civil plan and details
 - e. Electrical plan and details
- 5.02 Prepare technical specifications
- 5.03 Prepare construction cost budgets

- 5.04 Submittal/review at 60% and 90%

MEETINGS & DELIVERABLES

Construction plans (60 % and 90% submittals)
 Construction technical specifications
 Construction budget estimate
 City staff meetings
 Meeting summaries

TASK 6 - FINAL CONSTRUCTION DOCUMENTS

- 6.01 City project team review of work-to-date
- 6.02 Update construction drawings per city comments
 - a. Skate Park construction plan and details
 - b. Irrigation plan and details
 - c. Landscape plan and details
 - d. Civil plan and details
 - e. Electrical plan and details
 - f. Technical specifications
 - g. Construction cost estimates
- 6.03 Internal quality control review

MEETINGS & DELIVERABLES

Final construction bid documents
 Construction technical specifications
 Construction budget estimate
 City staff meetings
 Meeting summaries



TASK 7 - CONSTRUCTION PERIOD SERVICES

- 7.01 Bidding Assistance
 - a. Provide answers to pertinent pre-bid questions
 - b. Assist the city in evaluation of bids

- 7.02 Construction Assistance
 - a. Attend pre-construction meeting
 - b. Respond to project Requests for Information (RFI's) and Submittals
 - c. Participate in construction progress meetings and prepare meeting summary notes

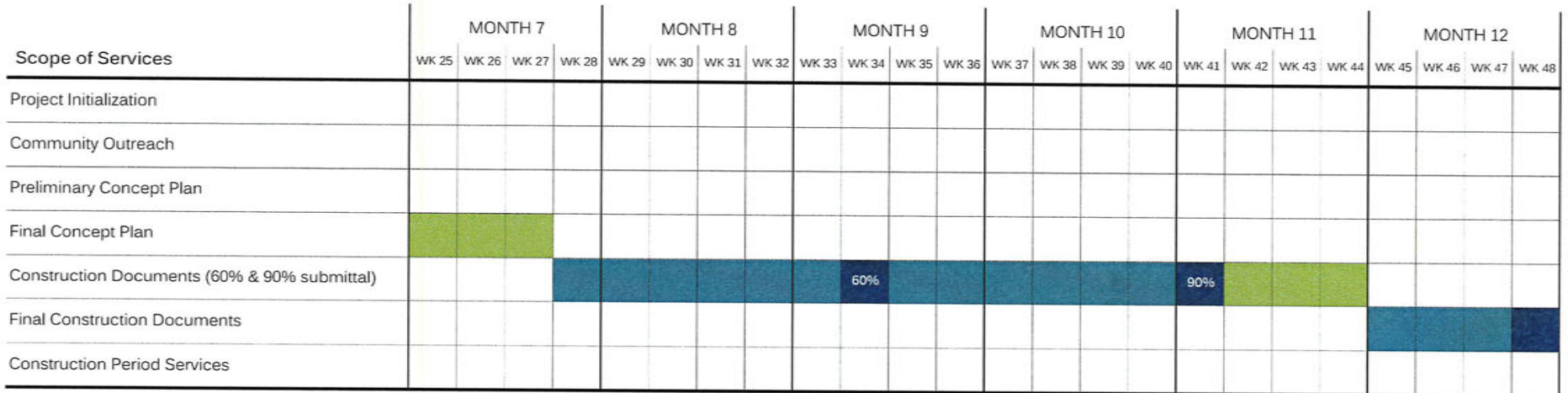
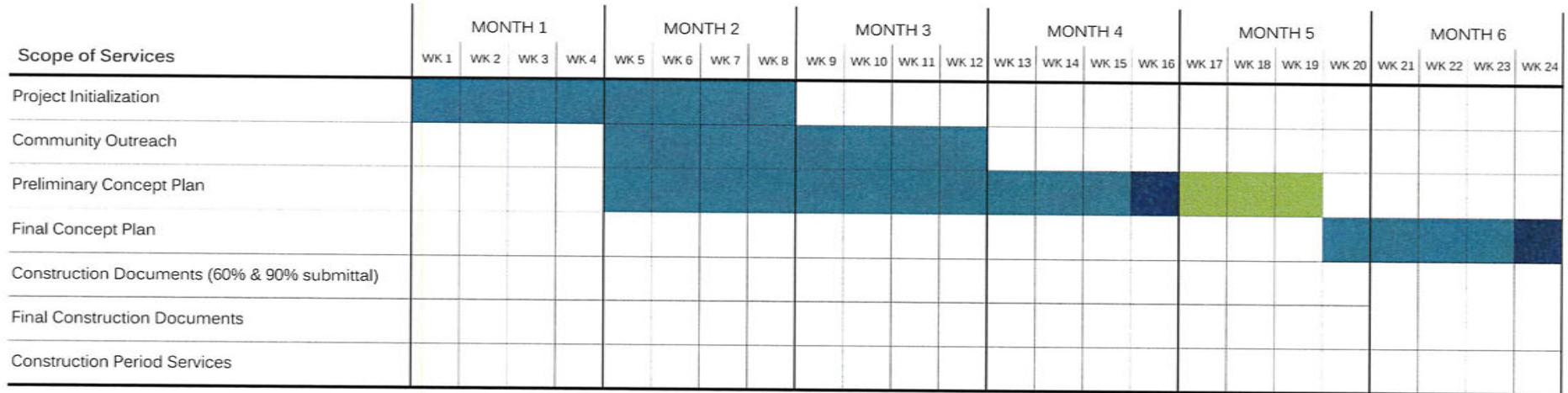
MEETINGS & DELIVERABLES

Bidding assistance
RFI responses, instructions
Meeting summaries
City staff support services



PROJECT SCHEDULE

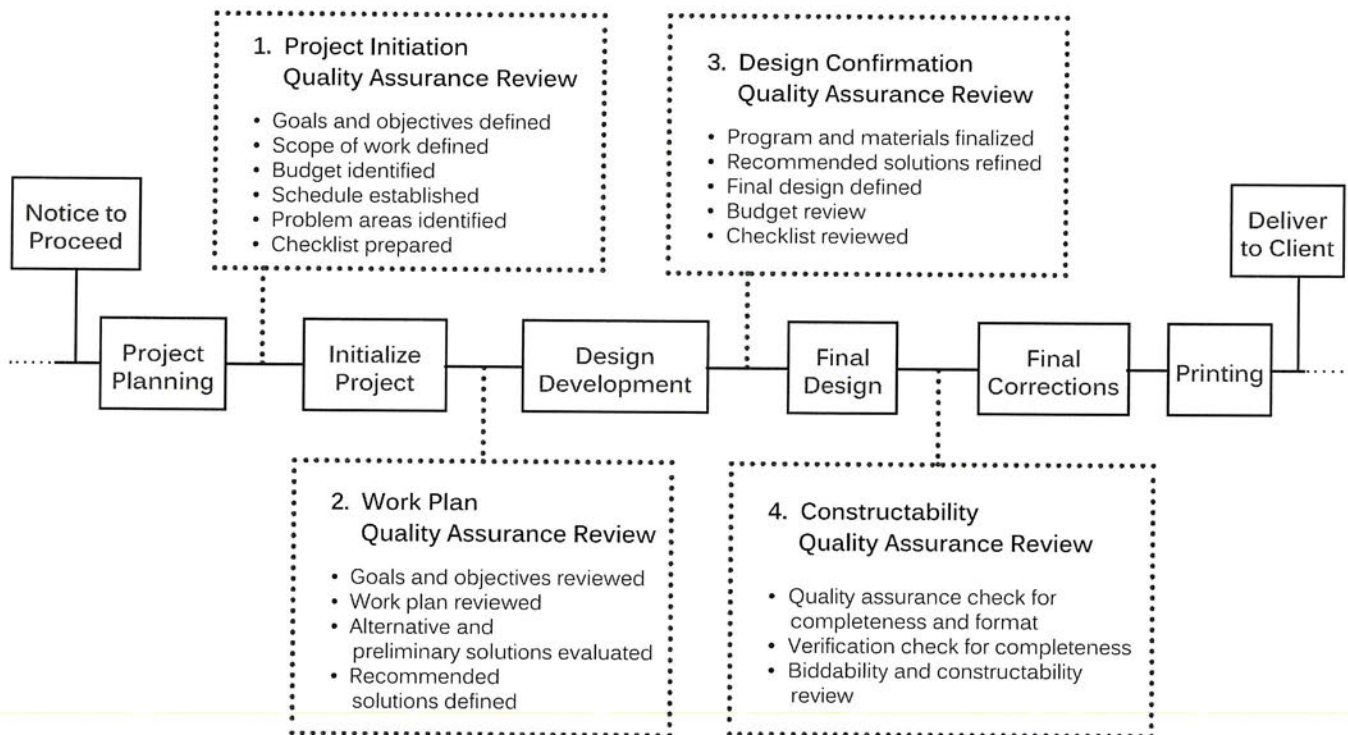
WORK PLAN



QUALITY CONTROL

DVD has an established quality control and assurance program that we undertake for all our design services, and for this project. The Principal-in-Charge will be responsible for implementation of these Quality Control measures. The primary elements include:

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



WHY CHOOSE DAVID VOLZ DESIGN?

Creative Designers of Public Spaces

Cost Controls and Quality of Design with Rich Detailing

Online Public Outreach Expertise Community Inspired Park Design

Award Winning Park and Sports Field Design

Experience in Delivery of Projects



APPENDIX





Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names | Title | Phone |
|------------|-----------|----------------|
| David Volz | President | (714) 641-1300 |

Federal Tax Identification Number: [REDACTED] _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____





COMPANY PROFILE & REFERENCES

Company Legal Name: David Volz Design Landscape Architects, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: CA

Business Address: 151 Kalmus Drive, Suite M8, Costa Mesa, CA 92626

Website Address: davidvolzdesign.com

Telephone Number: (714) 641-1300

Facsimile Number:

Email Address: dvd@dvolzdesign.com

Length of time the firm has been in business: 26 years

Length of time at current location: 10 years

Is your firm a sole proprietorship doing business under a different name: ___ Yes X No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: [REDACTED]

Regular Business Hours: Monday - Friday 8:30am - 5:30pm

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation: David Volz, Principal

Telephone Number: (714) 641-1300

Facsimile Number:

Email Address: dvolz@dvolzdesign.com

Contact person for accounts payable: Jamie Graham, Executive Manager

Telephone Number: (714) 641-1300

Facsimile Number:

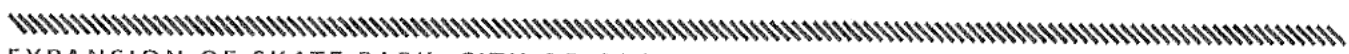
Email Address: jgraham@dvolzdesign.com

Name of Project Manager: Paul Cassar, Landscape Designer/Project Manager

Telephone Number: (714) 641-1300

Facsimile Number:

Email Address: pcassar@dvolzdesign.com





COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Buena Park

Contact Name: Jim Box, Director of Community Services

Contract Amount: \$331,911

Email: jbox@buenapark.com

Address: 6650 Beach Boulevard, Buena Park, CA 90621

Brief Contract Description: There are no parks nor any available parklands in this section of Buena Park. An initial opportunity to provide some dedicated park facilities at Whitaker School has blossomed into a full of fledged "new" park across three acres of school yard.

Company Name: City of Gardena

Telephone Number: (310) 217-9571

Contact Name: Allan Rigg, Director of Public Works

Contract Amount: \$63,240

Email: arigg@cityofgardena.org

Address: 1700 W. 162nd Street, Gardena, CA 90247

Brief Contract Description: DVD was contracted to design a comprehensive city-wide wayfinding and entry signage system for the City of Gardena to identify ideal sign locations to help residents and visitors access important community services. DVD collaborated with city staff and stakeholders to identify city entry points and places of interest for inclusion in its wayfinding program.

Company Name: City of Santa Ana

Telephone Number: (714) 571-4241

Contact Name: Suzi Furjanic

Contract Amount: \$46,966

Email: sfurjanic@santa-ana.org

Address: 20 Civic Center Plaza, Santa Ana, CA 92702

Brief Contract Description: The DVD design team worked closely with the City to develop a design for the City's first dog park at Centennial Park. A large vacant area of the park next to existing sports fields and a lake was selected as the prime location for this new dog park. A workshop was held with the community where extensive feedback was collected and synthesized by the design team.



Company Name: City of South Gate

Telephone Number: (323) 563-5494

Contact Name: Steve Costley, Interim Director of Parks & Recreation

Contract Amount: \$330,231

Email: scostley@sogate.org

Address: 8650 California Avenue, South Gate, CA 90280

Brief Contract Description: At Circle Park, the City of South Gate has leveraged a small piece of parkland to provide a great variety of recreational opportunities by integrating the adjacent utility easement lands into the park's play space.

Company Name: City of Glendale

Telephone Number: (818) 548-2054

Contact Name: Koko Panossian, Deputy Director

Contract Amount: \$1,100,00

Email: kpanossian@ci.glendale.ca.us

Address: 613 E. Broadway, Glendale, CA 91206

Brief Contract Description: The revitalization of Fremont Park will be a great improvement for the citizens of Glendale. It has a special character and being the oldest park in the city, an important historical context; it provides a wonderful greenspace and needed recreational opportunities for the residents who live just north of downtown Glendale.





EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-04D FOR Skate Park** at any time after **November 09, 2020**.

Date: August 14, 2023

Signature

David Volz

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 09, 2020** with a City Councilmember concerning informal **RFP No. _____ FOR _____**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print





DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None



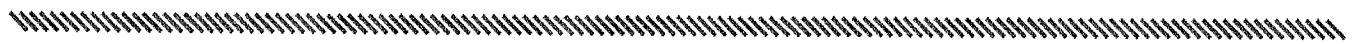
DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes No

If the answer is yes, explain the circumstances in the following space.



August 14, 2023

Irina Gurovich
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

RE: PROPOSAL TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR THE EXPANSION OF THE COSTA MESA SKATE PARK

Dear Ms. Gurovich,

We are looking forward to working with the City of Costa Mesa. Our team of professionals has what it takes—expertise, enthusiasm, and exceptional service—to plan, design, and see to the successful completion of your projects.

Thank you for your consideration.

Very truly yours,

DAVID VOLZ DESIGN



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

FEE PROPOSAL

We have the knowledge and expertise to creatively take this project from start to finish, from design development through final, construction engineering and construction. We have provided similar services on hundreds of communities defining projects for cities throughout Southern California. We have a very creative team and our desire to be your City's design partner will be evidenced in our energy and enthusiasm every step of the way.

| Scope of Services | DD \$200 | LA \$160 | SLD \$155 | LD \$140 | PD \$120 | AD \$110 | Total Hrs | Fee |
|---|-------------|-------------|--------------|-------------|-------------|-------------|--------------|------------------|
| Task 1 - Project Initialization | 2 | | 8 | | 2 | 4 | 16 | \$ 2,320 |
| Task 2 - Community Outreach | | | 8 | | 8 | 3 | 19 | \$ 2,530 |
| Task 3 - Preliminary Concept Plan | 40 | 20 | 40 | 4 | 16 | 2 | 122 | \$ 20,100 |
| Task 4 - Final Concept Plan | 20 | 12 | 8 | 2 | 8 | 1 | 51 | \$ 8,510 |
| Task 5 - Construction Documents (60% & 90% submittal) | 20 | | 80 | 20 | 40 | 8 | 168 | \$ 24,880 |
| Task 6 - Final Construction Documents | 2 | | 20 | 8 | 20 | 1 | 51 | \$ 7,130 |
| Task 7 - Construction Period Services | 40 | | 80 | 20 | | 20 | 160 | \$ 25,400 |
| | 124 | 32 | 244 | 54 | 94 | 39 | 587 | \$ 90,870 |
| DMS: Civil Engineering & Geotechnical Services | | | | | | | | \$ 74,808 |
| Spohn Ranch: Skate Park Design Services | | | | | | | | \$ 79,120 |
| DWE: Electrical Engineering Services | | | | | | | | \$ 22,678 |
| Reimbursable expenses, printing, copying, postage, etc. | | | | | | | | \$ 20,000 |
| Contingency | | | | | | | | \$ 10,000 |

TOTAL PROPOSED DESIGN FEE \$ 287,476

ASSUMPTIONS

1. Only services specifically noted in the scope of services are included in the fee schedule. Services such as construction survey, utility potholing, etc. are not included.
2. See the subconsultant proposals attached for proposed services and additional excluded services.
3. Addition to the above the services and fees will be required if construction exceeds the **twelve consecutive calendar months**. Construction period service will require more fees if construction exceed the length of construction previously mentioned.
4. The following project expenses will be billed at cost plus 15% administrative fee in addition to the professional fees listed above:
 - Printing, copying, scanning, graphic, photography and reproduction services
 - Delivery, shipping and courier charges
 - Subconsultant fees and expenses
 - Agency fees, permits, plan check and inspection fees
5. The reimbursable allowance will only be billed as-needed.
6. Payments are due within **30 days** from invoice date.
7. The rates shown are subject to periodic increases, including January 1st of each year, in accordance with any increase in the Consumer Price Index or other equal to cost index.

HOURLY RATES SCHEDULE

| | |
|--|--------------------|
| Principals | \$230/hr |
| Director of Design | \$200/hr |
| Senior Landscape Architects | \$175/hr |
| Director of GIS | \$165/hr |
| Landscape Architect | \$160/hr |
| Plan Check | \$160/hr |
| Senior Landscape Designer | \$155/hr |
| Senior GIS Analyst | \$155/hr |
| Landscape Designer | \$140/hr |
| GIS Analyst | \$140/hr |
| Project Designer/CADD Technicians I, II, III | \$110, 120, 130/hr |
| GIS Technicians I, II, III | \$110, 120, 130/hr |
| Administration | \$110/hr |

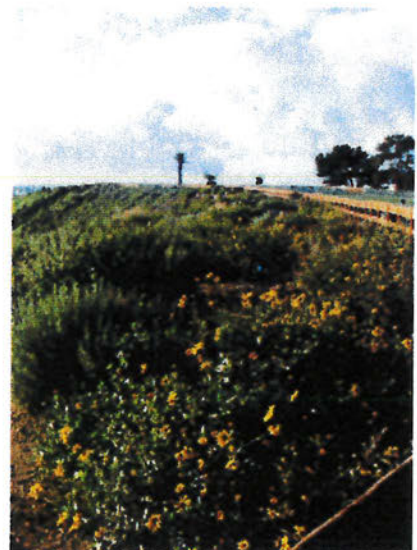


EXHIBIT C

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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

EXHIBIT D

AMERICAN RESCUE ACT PLAN RIDER

American Rescue Plan Act (ARPA) Rider
ARPA / CSLFRF TERMS AND CONDITIONS

1. DEFINITION

- 1.1. Government means the United States of America and any executive department or agency thereof.
- 1.2. Treasury means the Department of the Treasury of the United States of America.
- 1.3. ARPA means the American Rescue Plan Act (Pub. L. No. 117-2 (Mar. 11, 2021)) (codified at Section 601 et seq. of Title VI of the Social Security Act) and related funding and financial assistance programs, including the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF), collectively referred to as the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) and federal Assistance Listing CFDA 21.027.
- 1.4. Third Party Subcontract means a subcontract at any tier entered into by Contractor or any subconsultant or subcontractor, financed in whole or in part with federal assistance, including ARPA funds under the Agreement.
- 1.5. For purposes of this Exhibit, Contractor shall also mean the Contractor, Subrecipient, Consultant, or other party to the subject Agreement with the City, and may be referred to as such.
- 1.6. Agreement means that certain Agreement between the City of Costa Mesa ("City") and Contractor, and to which this Exhibit is made a part. As a condition of the Agreement and of the ARPA funding under this Agreement, Contractor shall comply as follows:

2. GENERAL REQUIREMENTS

- 2.1. Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, Treasury policies, procedures, and directives, and program or grant conditions (as may be amended or promulgated from time to time), including but not limited to those requirements of 2 C.F.R.¹ Part 200, and its Subparts B-General Provisions, C-Pre-Federal Award Requirements and Contents of Federal Awards, D-Post Federal Award Requirements, E-Cost Principles, and F-Audit Requirements; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.² 1501 et seq.); and all related and Treasury-mandated federal regulations, including 31 CFR Part 35.
- 2.2. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated by reference. This Agreement may be amended to further

¹ Code of Federal Regulations ("CFR").

² United States Code ("USC").

incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of this Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to City for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause City to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.

- 2.3. The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.
- 2.4. Contractor shall attach and apply all terms and conditions stated herein to all Third Party Subcontracts and shall require that all subcontractors of all tiers comply with and attach and apply these terms and conditions as to their subcontracts at all levels. The provisions shall not be modified, except to identify the subcontractor who will be subject thereto.

3. FURTHER ARPA REQUIREMENTS

- 3.1. Contractor acknowledges that all or part of this Agreement will be funded with ARPA financial assistance.
- 3.2. Contractor shall comply with, and shall not cause the City be out of compliance with, the requirements of ARPA, the regulations adopted pursuant thereto, all interpretive guidance issued by Treasury, and City's grant assurances related to ARPA funding. Contractor shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any agreements it enters into with other parties relating to or involving funding under this Agreement.
- 3.3. Funds, payments, expenses, and procurements under this Agreement shall only be used for eligible ARPA uses and activities in accordance with ARPA and Treasury's implementing regulations (31 CFR Part 35) and related interpretive guidance (including the ARPA Interim Final Rule and Final Rule as applicable), and all other applicable laws and regulations governing the use of ARPA funds. Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA funding. Contractor shall return to City any funds disallowed within ninety days of notification from City to return such funds.
- 3.4. Any costs, payments, or expenses allowable under the Agreement must be incurred by December 31, 2024. Any funds not timely used must be returned to City.
- 3.5. In the event of any violation of any ARPA requirement, any audit exception or disallowance, or of any term or condition of the Agreement, then payments or subawards made under this Agreement shall be subject to recoupment.
- 3.6. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 3.7. Uniform Administrative, Cost Principles, And Audit Requirements (2 CFR Part 200). Contractor shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. Contractor shall maintain records sufficient to detail the history of procurement and

- provide such records upon request. These records shall include but are not necessarily limited to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- 3.8. Allowable costs and allocations shall be only those permitted under the Agreement and as permitted by federal law and regulation, including pursuant to 2 CFR Subpart E. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state, or local government source.
- 3.9. Real property, equipment, and intangible property acquired or improved with funds under this Agreement must be held in trust for the beneficiaries of the project or program under which the property was acquired or improved. Liens or other appropriate notices of record may be required to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.
- 3.10. If applicable, Contractor shall comply with all program income requirements and restrictions in conformance with 2 CFR 200.307. Any revenue generated by Contractor from Agreement-supported activities or funds shall be reported to City, including for direction as to disposition.
- 3.11. Government expressly disclaims any and all responsibility or liability to Contractor or any third persons for the actions of City, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the funding or performance of this Agreement, or any other losses resulting in any way from the performance of any contract or subcontract related to this Agreement. Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations to or liabilities of the City, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.
- 3.12. Conflict of Interest. By executing the Agreement, Contractor certifies that is it does not know of any fact which constitutes a violation of any conflict of interest law, including under Title 9, Chapter 7 (section 87100 et seq.) or Title 1, Division 4, Chapter 1, Article 4 (Section 1090 et seq.) of the California Government Code. Contractor shall disclose to City in writing any potential or actual conflict of interest affecting this Agreement or the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR 200.112 and 2 CFR 200.318(c)). Contractor shall provide all additional information necessary for City to fully assess and address such actual or potential conflict of interest. Prohibited conflicts include as to economic and/or personal interests.
- 3.13. NONDISCRIMINATION
- 3.13.1. Contractor (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall comply with all applicable federal, state, and local nondiscrimination laws, rules, and regulations in its employment practices, delivery of services, and performance under this Agreement, and shall not unlawfully discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, gender, gender identity, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital or familial status, denial of family care leave, or on any other basis prohibited by law, including without limitation by Title VI of the Civil Rights Act of 1964 (42 USC §§ 200d et seq.) and Treasury's implementing regulations at 31 CFR Part 22 (prohibiting discrimination on the basis of race, color, or national origin); the

Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) (prohibiting discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and Treasury's implementing regulations at 31 CFR Part 17 (prohibiting discrimination on the basis of disability); the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23 (prohibiting discrimination on the basis of age); Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq.) (prohibiting discrimination in programs, activities, and services on the basis of disability); and the City's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 3.13.2. Contractor (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall ensure that evaluation and treatment of employees and applicants for employment are free from unlawful discrimination and harassment.
- 3.13.3. Contractor, and all sub-grantees, contractors, subcontractors, successors, transferees, and assignees, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC 200d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or Agreement.
- 3.14. Contractor acknowledges, agrees, and shall comply with the following:
 - 3.14.1. Compliance with Title VI of the Civil Rights Act of 1964, as amended (42 USC 200d et seq.), and as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and all other pertinent executive orders, directives, circulars, policies, memoranda, and guidelines.
 - 3.14.2. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" seeks to improve access to federally-assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Denying a person access to programs, services, and activities because of LEP is a form of prohibited national origin discrimination. Contractor shall initiate reasonable steps, and comply with Treasury directives, to ensure that LEP persons have meaningful access to its programs, services, and activities, which may entail providing language assistance services including oral and written translation when necessary. Reasonable steps for meaningful LEP access is available at 70 CFR 6067 and <http://www.lep.gov>.
 - 3.14.3. To consider the need for language services for LEP persons when developing and conducting programs, services, and activities.
 - 3.14.4. If any real property, structure, or personal property is acquired, provided, or improved with regard to this Agreement, the provisions herein shall apply for the duration during which the property is owned or possessed by Contractor or used for a purpose for which ARPA funds have been provided or for any other purpose involving the provision of similar services or benefits.

- 3.14.5. To maintain a complaint log and inform City of any complaint of prohibited discrimination, and of any administrative agency or court's findings of non-compliance with Title VI, including any related information pertaining thereto as requested by City.
- 3.14.6. To cooperate in any enforcement or compliance review by Treasury as to any condition herein, including cooperation with information requests, on-site compliance reviews, and reporting requirements.

Compliance with the foregoing constitutes a condition of performance and of continued funding, and is binding on Contractor's successors, transferees, and assignees as may be applicable.

- 3.15. Publications. Any publications (press releases, social media posts, flyers, project signage) produced under this Agreement must display the following: "This project [is being][was] supported, in whole or in part, by federal award number [as indicated by City] awarded to the City of Fullerton Costa Mesa by the U.S. Department of the Treasury."
 - 3.16. Whistleblower Protections. Contractor shall comply with 41 U.S.C 4712 and not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities described in 41 U.S.C 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federally-funded contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Contractor shall inform all its employees in writing, in the predominant native language of the workforce, of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.
 - 3.17. Increasing Seat Belt Use in the United States. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
 - 3.18. Reducing Text Messaging While Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.
4. SUBRECIPIENT TERMS (All subawards, funding transfers, and subrecipient agreements, in accordance with 2 CFR 200.331 and as may otherwise be designated in the Agreement)
 - 4.1. All or part of the funding of this Agreement will be with Federal awards. Contractor is designated as a Subrecipient and the federal funds received under this Agreement are designated as a subaward of CSLFRF funds. Funds under this Agreement must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including all compliance and reporting requirements for ARPA funds. All terms of this Agreement shall remain in effect during all times that Subrecipient possesses or has control over ARPA funds, including any program income therefrom.
 - 4.2. Contractor warrants and represents that it has, and shall maintain, the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of the subject project, program, and/or Agreement scope.
 - 4.3. Contractor shall comply with, and administer all activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred. Contractor shall maintain a financial management system which ensures control and documentation over the use and distribution of funds

- hereunder in accordance with the terms and conditions of this Agreement and with generally-accepted accounting principles.
- 4.4. Contractor shall maintain procedures for obtaining and recording information evidencing eligibility for any receipt or distribution of funds, including by any given beneficiary or lower-tier subrecipient or contractor.
 - 4.5. Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.318(c) and that such conflict of interest policy is applicable to each activity using funds under this Agreement.
 - 4.6. Contractor agrees to comply with and support all applicable ARPA reporting requirements and all reporting requirements otherwise stated in the Agreement. Contractor shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation Information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).
 - 4.7. Contractor shall comply with and be responsible for all audit requirements required under federal law (including under 2 CFR Part 200) and as deemed necessary by authorized governmental entities, including Treasury, Pre-, interim, and post-award audits and other measures may be required, as determined by City. All subrecipients (other than for-profit entities) who receive federal funding which taken together total over \$750,000 in a single fiscal year are subject to single auditing and other requirements under 2 CFR Part 200, Subpart F. Said subrecipients must have a single or program-specific audit conducted for that fiscal year, as required by and in accordance with the provisions of 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the City as soon as it is complete.
 - 4.8. All expenditures of funds under this Agreement shall be reported to City, as directed and in a form approved by City, including as required by all applicable ARPA requirements.
 - 4.9. Contractor shall permit City, and all designated auditors, access to all records and financial statements as necessary for City to ensure compliance with this Agreement and all federal laws, regulations, and ARPA requirements.
 - 4.10. **Mandatory Disclosures.** Contractor must disclose, in a timely manner, in writing to City all violations of Federal criminal law involving fraud, bribery, or gratuity violations. Contractor shall report civil, criminal, and administrative proceedings to SAM, as required by 2 CFP Part 180.
 - 4.11. Contractor shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110. No entity, including subcontractors, may receive any federal funds through this Agreement unless the entity has provided its Unique Entity Identifier to City. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.
 - 4.12. Contractor shall comply with the Privacy Act of 1974 and 2 CFR 200.335 in the collection, maintenance, use and dissemination of any personally identifiable information such as social security numbers, financial and medical information. Contractor will limit the collection, use and access of information about individuals to that which is relevant and necessary to accomplish its purpose, and such data shall be

maintained with appropriate administrative, technical and physical safeguards to protect the information.

- 4.13. Upon the earlier of either the expiration (or termination of this Agreement) or the completion of the project and/or program funded under this Agreement, Contractor shall closeout its use of the funds and its obligations under this Agreement by complying with all closeout requirements under 2 CFR § 200.344. Contractor shall complete, to City's satisfaction, all final closeout requirements when and as requested by City. Closeout activities shall include, but are not limited to: close-out certifications, submission of final reports, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable), and determining the custodianship of records.
- 4.14. Compliance: Contractor shall take timely and appropriate action on all deficiencies pertaining to the Agreement and use of City-provided funds, as detected through audits, on-site reviews, or as indicated by City. Contractor shall provide written confirmation upon request, highlighting the status of actions planned or taken to address any audit findings or other compliance matters as to the Agreement.
- 4.15. Pursuant to the Trafficking Victims Protection Act of 2000 (TVPA), as amended, subrecipients and their employees (and subcontractors and their employees) may not:
- 4.15.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- 4.15.2. Procure a commercial sex act during the period of time that the award is in effect;
- or
- 4.15.3. Use forced labor in the performance of the award or subawards under the award.
- 4.16. Remedies for Noncompliance. In addition to any other right or remedy arising under the Agreement or in law or equity, City may impose additional special conditions or take additional measures if Contractor fails to comply with any federal law, regulation, or the terms and conditions of this Agreement, fails to meet expected performance goals, or when such measures are otherwise required to comply with federal law and grant funding. Conditions and measures may include:
- 4.16.1. Withholding cash payments pending correction of the deficiency;
- 4.16.2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- 4.16.3. Disallowing all or part of the cost of the activity or action not in compliance;
- 4.16.4. Requiring additional or more frequent project status reporting;
- 4.16.5. Requiring additional, more detailed financial reports;
- 4.16.6. Requiring additional project monitoring;
- 4.16.7. Requiring Contractor to obtain technical or management assistance;
- 4.16.8. Establishing additional prior approvals; and
- 4.16.9. Wholly or partly suspending or terminating the award.

Federal Award Identification Details and Other Requirements

| | |
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| <i>Federal Assistance Listing Title</i> | <i>Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)</i> |
| <i>Federal Assistance Listing Number</i> | 21.027 |
| <i>Award Name</i> | City of Fullerton Costa Mesa |
| <i>Federal Agency</i> | United States Department of the Treasury |

| | |
|---|--|
| <i>Federal Award Identification Number (FAIN)</i> | SLFRP0246 |
| <i>Pass-through Entity & Contact</i> | City of Costa Mesa (awarding official contact: as designated in the Agreement) |
| <i>Federal Award Date</i> | May 11, 2021 |
| <i>Indirect cost rate</i> | Unless otherwise stated in the Agreement and/or Contractor has a different federally-approved rate, Contractor must use the de-minimis rate of 10% for all allowed indirect costs. |
| <i>R&D</i> | This Agreement is not for and no funds shall be used for experimental, research, or development (R&D) purposes, within the meaning of 37 CFR Part 401. |

5. RECORDS

5.1. Contractor shall keep and maintain full, complete, and accurate program, client, statistical, financial, and other supporting records pertaining to all services and payments, expenditures or distributions, and/or assistance under this Agreement, as required by applicable laws and regulations and consistent with sound, best, and generally-accepted accounting and grant management principles and practices. Contractor shall provide City, Treasury's Office of Inspector General, the Comptroller General of the United States, and the Government Accountability Office, and any of their authorized representatives, access to and the right to examine and copy, all such books, documents, papers, records, accounts, and other documents and sources of information (electronic and otherwise), and shall permit access to facilities, personnel, and other individuals and information as may be necessary or as required by federal regulations and other applicable laws or program guidance, for the purposes of making audits, examinations, investigations, excerpts, and transcriptions pertinent to this Agreement and as may be needed for City to meet its ARPA and federal requirements. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to provide access to construction or other work sites relating to any Agreement work.

5.2. Contractor agrees to maintain all records that are pertinent to this Agreement, including financial, statistical, property, and participant books, records, accounts, reports, and supporting documentation, for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and closeouts (including return of any remaining funding) are completed, except that in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor shall maintain same until the City, Treasury, or the Comptroller General (or any of their authorized representatives), have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant City the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.

6. DEBARMENT AND SUSPENSION

6.1. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000, and is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR

- Part 19. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Covered transactions shall not be entered into with excluded or disqualified persons or with parties listed on the Government's Excluded Parties List System in the System for Award Management (SAM).
- 6.2. Contractor must comply with 2 CFR Part 180, subpart C, 2 CFR Part 3000, subpart C, and Treasury's implementing regulation at 31 CFR Part 19, and shall include 1. a term or condition that the funding is subject to, and 2. a requirement to comply with these regulations, in any lower tier covered transaction it enters into.
 - 6.3. Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180. Unless exempt, Contractor must maintain current information in the SAM, consistent with 2 CFR Part 25.
 - 6.4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
 - 6.5. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
 - 6.6. Contractor agrees to the provisions of Exhibit E-1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit E-1, Contractor is the "prospective lower tier participant."
7. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (all construction contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, the contractor agrees as follows:

- 7.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment

- or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 7.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 7.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or with another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - 7.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 7.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 7.6.) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 7.7.) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 7.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS (all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards) (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Contractor and all subcontractors shall compute the wages of every

mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor (and all subcontractors) shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

29 CFR 5.5(a)

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less

often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to Treasury. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to Treasury, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* -

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In

the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor and all subcontractors shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

To the extent work under this Agreement is not covered by any of the other statutes listed in 29 CFR 5.1, further compliance with the Contract Work Hours and Safety Standards Act shall be required as follows:

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Government, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

9. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

9.1. Contractor agrees that City and Government do reserve, are granted, and shall otherwise have, jointly and severally, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

9.1.1. The copyright in any work developed with the assistance of funds provided under this Agreement;

9.1.2. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

9.2. Contractor grants to City and Government, jointly and severally, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the City data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement, in formats acceptable by the City.

10. RIGHTS TO INVENTIONS (contracts meeting the definition of "funding agreements" (see 37 CFR Part 401) for experimental, research, or development projects)

NOT APPLICABLE

11. CLEAN AIR AND WATER POLLUTION REQUIREMENTS (all contracts and subcontracts in excess of \$150,000)

11.1. Clean Air Act

11.1.1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).

11.1.2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.

11.1.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds under this Agreement.

11.2. Federal Water Pollution Control Act

11.2.1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).

11.2.2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of California (if applicable), Treasury, and the appropriate Environmental Protection Agency Regional Office.

11.2.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds under this Agreement.

12. TERMINATION FOR CONVENIENCE OF CITY (all contracts in excess of \$10,000)

See Section 4 of the Agreement.

13. TERMINATION FOR CAUSE/DEFAULT (all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

See Section 4 of the Agreement.

14. CHANGES

See Section 6.24 of the Agreement.

15. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts in excess of \$100,000)

15.1. Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are

forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

- 15.2. Contractor shall file the required certification, Exhibit E-2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000.

16. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)

If subcontracts are to be let, Contractor, as prime contractor, is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

17. PROCUREMENT OF RECOVERED MATERIALS

- 17.1. Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 17.2. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

18. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds under this Agreement to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or

services.

(e) *Subcontracts*. Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

19. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

21. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT (only prime construction, repair, or alteration contracts in excess of \$2,000 if required by federal funding program)

a. Compliance with the Davis –Bacon Act:

NOT APPLICABLE

b. Compliance with the Copeland "Anti-Kickback" Act (required for all construction contracts over \$2,000 where Davis-Bacon requirements also apply):

NOT APPLICABLE

22. BONDS (all construction or facility improvement contracts, or any subcontracts thereof, exceeding \$250,000)

Unless otherwise excepted in writing by City, Contractor shall obtain and maintain bonds as follows:

- 22.1. A performance bond for 100 percent of the Agreement price, and
- 22.2. A payment bond for 100 percent of the Agreement price.

Exhibit D -1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds.

Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered

transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and
 4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.
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APPENDIX A, 31 CFR PART 21 –CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.