

CITY OF COSTA MESA  
DEPARTMENT OF PUBLIC SERVICES  
ENGINEERING DIVISION

Letter of Transmittal



To: City Clerk

Date: 1/3/13

\_\_\_\_\_

Subject: **Nuvis PSA**

\_\_\_\_\_

From: **Robert Staples, Contract Administrator**

The following items are transmitted:  Herewith  Under Separate Cover  Via:

	Description
<b>1</b>	<b>Executed Nuvis PSA</b>

The above items are submitted:

- At Your Request       For Your Review       For Your Files  
 For Your Approval       For Your Action       For Your Information

General Remarks \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
FOR THE DESIGN OF BRENTWOOD PARK**

THIS AGREEMENT is made and entered into this 4th day of December, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and NUVIS LANDSCAPE ARCHITECTURE AND PLANNING, a California Corporation ("Consultant").

**WITNESSETH:**

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide architectural and engineering design services as more fully described in Consultant's Proposal attached as Exhibit "A"; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, 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 Consultant's Proposal, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Clerk or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

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

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

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

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and incorporated by reference. Consultant's total compensation shall not exceed Ninety Five Thousand Six Hundred and Five Dollars (\$95,605.00).

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

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

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

## 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of sixteen (16) months ending on April 4, 2014, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to four (4) term periods of one (1) year each.

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

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

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

#### 5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

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

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

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

- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal

delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Nuvis Landscape Architecture and  
Planning  
3151 Airway Ave., Suite J-3  
Costa Mesa, CA 92626  
Tel: (714) 754-7311  
Fax: (714) 754-7346  
Attn: Robert W. Stone, ASLA

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: 714-754-5291  
Fax: 714-754-5028  
Attn: Baltazar Mejiam P.E.

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 "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

6.9. Indemnification and Hold Harmless Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action,



complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

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

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

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

to the correction.

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

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

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

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

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

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

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

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

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of

this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,

[Redacted signature block]

Date: 12/14/12

Date: 12.29.12

[Redacted signature block]

Date: 12.4.2012

ROBERT W. STENE VICE PRES  
Name and Title

[Redacted signature block]

Social Security or Taxpayer ID Number

ATTEST:

[Redacted signature block]

City Clerk and ex-officio Clerk  
of the City of Costa Mesa



APPROVED AS TO FORM:

  
\_\_\_\_\_

Date: 11/26/12

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_

Date: 12/10/12

APPROVED AS TO CONTENT:

  
\_\_\_\_\_

Date: 12-12-12

Project Manager

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**



NUVIS

41  
YEARS

LANDSCAPE ARCHITECTURE  
AND PLANNING

PROPOSAL SUBMITTAL

City of  
Costa Mesa, CA

Professional Services  
for the Design of  
Brentwood Park,  
261 Monte Vista,  
Costa Mesa, CA

October 23, 2012



SOLUTIONS  
FOR PEOPLE  
ENVIRONMENTS  
AND  
EXPERIENCES

CA 1226 / NV 3997 / AZ 31407  
www.nuvis.net

Central Park Sports Complex  
City of Huntington Beach, CA





October 22, 2012

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

**RE: Proposal for Professional Services for the Design of Brentwood Park**

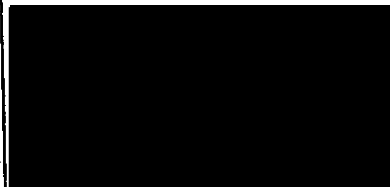
Dear Mr. Mejia:

Thank you for the opportunity to submit our Statement of Qualification and Fee Proposal package for consideration in the Brentwood Park project. We are excited about the opportunity to continue to share our excellence in recreational design with the City of Costa Mesa!

NUVIS is not only comfortable with the scope of services as outlined in the RFP, but finds the process to be our regular practice. Creating recreational spaces which meet the needs of the citizenry is one of the specialties at NUVIS. Our clients have been award industry accolades for NUVIS recreational design solutions in the past. NUVIS design solutions for outdoor venues incorporate color, texture and form in order to stimulate the senses. We look at eight primary planning objectives when approaching a project:

- |                |             |                    |              |
|----------------|-------------|--------------------|--------------|
| Sustainability | Variety     | Flexibility        | Practicality |
| Balance        | Integration | Economic Viability | Fun          |

We are a team of focused and dedicated team members with over forty-one years of experience working with and for governmental agencies, and in particular for the City of Costa Mesa. NUVIS is committed to effectively managing and producing quality design solutions that express our professional knowledge, collective experiences, value-orientation, diverse talents, and client confidence with integrity, understanding, and creativity. The NUVIS team's successful projects, conscientious commitment to improving the public realm, and experience with the design process, and familiarity with the area, as you will read herein, clearly indicate our qualifications.



*Executive Vice President*

7151 Alway Avenue, Suite J-3  
Costa Mesa, CA 92626  
☎ 714.754.7311  
☎ 714.754.7345  
✉ [nuvis@nuvis.net](mailto:nuvis@nuvis.net)  
🌐 [www.nuvis.net](http://www.nuvis.net)

SECRET



## PROJECT UNDERSTANDING AND APPROACH

### *PROJECT UNDERSTANDING*

Upon our visit to the project site, Team NUVIS takes note that the existing 2.5 acre Brentwood Park, located east of Newport Boulevard and the Orange County Fairgrounds, sits within an older neighborhood of the Eastside Costa Mesa Neighbors Group homes. The existing park consists of rolling turf, young and mature trees (Eucalyptus, Sycamores, Podocarpus, and Magnolia to name a few), shade structure, playground, and recently constructed irrigation infrastructure.

The project site is primarily turf with existing terrain carrying runoff within turf swales from Monte Vista at the north to an existing turf catch basin on the west side of the park. Additional turf swales and open turf take runoff to a turf catch basin before reaching Brentwood Street at the south. We see great cost savings and maintenance opportunities here! Through the reduction of turf, the City could realize a cost savings with less turf maintenance and irrigation managed by a 'smart' irrigation system addressing the water conservation standards set by AB 1881.

The park masterplan, developed earlier by the City, illustrates phase one as including decomposed granite trails, fitness stations, park furniture, safety lighting, bioswales, replacement of the original irrigation system, additional landscape improvements, and hardscape improvements such as ADA accessible walkways. The integration of bioswales, besides helping to reduce turf, will aid in capturing and reducing drainage runoff. In addition, bioswales will add character, texture, and educational values to the existing park site.

Overall, the existing park site has a very nice appearance, but with the development of phase one, the park will increase the usability of the park site to the neighborhood to all user groups including children and those with limited mobility.

The obvious 'concern' currently when visiting the project site is the lack of ADA accessibility and adherence to ADA code. With the new survey, hardscape improvements to the sidewalks will allow for ADA accessibility to all the park site features for all user groups.

### *NUVIS PROJECT IDEOLOGY*

NUVIS is a strong proponent of participatory planning and design, believing that the goals and direction of a project should evolve from a process which provides for expression of concerns and values of those involved and affected by the project. We enjoy the process of working with the community and its various organizations and groups to build a consensus of ideas that encourages interactive opportunities for a variety of age and user groups.

We believe that one of the keys to the success of the project is effective and thorough communication between the Agency and design team to identify and resolve issues, thus allowing the necessary services to proceed quickly and efficiently. We prefer to build a 'partnering' relationship with our project team - the client, associated review agencies, and subconsultants. Regular meetings provide a continuum to receive information, clarify input,

inform staff of progress and direction, generate information, and allow the Agency the opportunity to review and comment on concepts and design formulation.

Creative problem solving evolves from maintaining communication, building consensus, and identifying issues before they become problems. We encourage interactive participation of involved parties to allow for appropriate orientation and awareness of project site potential and constraints, obtaining concurrence on schedules, team effort conflict resolution, adaptability, flexibility, responsiveness, and looking at problems as opportunities.

NUVIS' philosophy includes not only an aesthetic but a pragmatic look at materials selected, balanced by their cost. This procedure for developing cost effective plans is integral throughout the design process. Statements of probable construction costs are prepared on a regular basis to monitor the effect on the budget.

We are proponents of sustainable design - meeting current needs without compromising the ability of future generations to meet their needs. We strive for the best solution, based on technical information and incorporating environmentally sensitive construction methods.

We are also proponents of universal design - where decisions are based on actual user characteristics with consideration given to all types of physical locomotion limitations, degrees of sensory awareness, and level of emotional and intellectual functions.

NUVIS approaches the design process as an occasion to achieve the highest level of aesthetics without compromising fundamental engineering criteria. Construction documents should minimize contractor deviation or interpretation. Facility design should be functional, easy to maintain, contemporary in the type of elements selected, impart a sense of place and safety, and be pleasing to the eye.

***Active Process + Simplified Approach = Comprehensive Solutions***

## **APPROACH TO SCOPE OF SERVICES**

### **PROJECT ORIENTATION & COORDINATION**

The initial step in the preparation of documents would be to meet with the City of Costa Mesa (hereafter CITY) designated Project Manager and appropriate inter-departmental representatives for the purpose of:

- understanding the expectations anticipated,
- developing a clear definition of design criteria and program objectives, and
- refining a detailed project schedule.

We believe the key to the success of this project is effective and thorough communication between the CITY and design team to identify and resolve issues, thus allowing the necessary services to proceed quickly and efficiently. We understand that our responsibilities include not only answering the questions, but facilitating the process by determining what appropriate questions should be asked.

This task includes coordination and interface including, but not limited to, meetings, telephone conversations, memos, faxes, voice mail, and email with community stakeholders, applicable

governmental agencies' departments, and project design team. Initially, the meetings will establish the guidelines and specific criteria to direct the team's efforts. Thereafter, these meetings will provide a continuum to receive information, clarify input, inform staff of progress and direction, generate information and allow the CITY the opportunity to review and comment on draft concepts and recommendations. These concerns, needs or alterations will be addressed expeditiously, thereby keeping the progress of the work at a maximum.

Meetings will be attended by the Project Principal and/or Project Manager, and applicable subconsultants who will be directly responsible for execution of the design documents.

### PROJECT MANAGEMENT

NUVIS will approach this project through practical analysis of the unique conditions associated with the particular location and program criterion. Design solutions are then tailored to the specific situation to ensure maximum effectiveness. Our project management process is predicated upon:

- understanding, articulating and resolving specific project issues;
- establishing and following a well-defined design statement;
- innovative, creative analysis and alternative idea generation; and
- intensive design team collaboration.

A number of management tools will be utilized in progressing the project including graphically presented timeline, regular meetings, and regular progress/project status reports. Our goals will be to:

- develop an awareness of the project and CITY expectations;
- obtain concurrence on a time schedule;
- identify issues before they become problems;
- review appropriately, critical issues;
- maintain communication flow with the CITY and subconsultants; and
- provide technical direction for project requirements and standards.

Regularly scheduled in-house meetings will be held with members of the NUVIS team. Schedules and technical items will be reviewed, and remedial action will be taken as necessary to maintain adherence to an established schedule.

To further ensure consistency, every NUVIS employee is presented with an established quality control guidelines upon their employment. These guidelines were developed to:

- provide orderly procedures and standards,
- improve the firm's professional practices,
- help minimize errors, and
- offer competitive services.

Our process of creating recreation/leisure facilities begins with the development of a program that states the requirements. The goal is to develop a strategic approach, provide alternatives, and develop a solution that integrates existing land use to provide for its optimum utilization.

## REVIEW OF EXISTING CONDITIONS, CURRENT USE AND DATA RESEARCH

This phase centers on information gathering and program definition. Part of this task will be to perform appropriate functions such as project research through a literature search and personal interviewing with regard to applicable regulations, attitudes and general planning/development concerns. These accumulated materials along with verbal resource communication from various sources enrich the design process.

The NUVIS team shall conduct a pre-design tour with sketchbook and digital camera to familiarize ourselves with existing conditions and potential effect on the design solution. The tour will include the CITY's Project Manager and appropriate subconsultants and inter-departmental representatives. This reconnaissance process will include:

visually identifying: adjacent land uses, drainage patterns, existing infrastructure, pertinent visual characteristics, environmental conditions, site influences, and view potential/orientation and visual impact; and

evaluating: impact of pedestrian, bicycle, and vehicular circulation patterns, physical opportunities and constraints, maintenance needs, and interrelationship with current trails and recreation facilities.

Perform engineering research including utility research to obtain as-built plans and record data: including grading plans, street improvements, water, sewer, drainage and dry utility plans.

NUVIS shall attend periodic meetings with City staff (allowed for six in project budget) and prepare and submit progress reports to the City.

## PRELIMINARY GRADING PLAN

Prepare Preliminary Grading Plan for the park site using preliminary Site Plan provided by Client. Preliminary Grading Plan will show key spot elevations, approximate gradients and locations of swales and drainage inlets. This will begin the start of the preliminary base sheet for the project.

## HYDROLOGY REPORT

Prepare hydrology report for project site based on Orange County Hydrology Manual. Report will be prepared for 25 and 100 year design frequencies. Prepare Hydraulic Report for all storm drain calculations. Report shall include inlet sizing and pipe hydraulics for determination of pipe size and inlet locations

## TOPOGRAPHIC SURVEY

Perform Supplemental Field Topographic Survey for detailed survey of existing park improvements. Work includes survey for locating all trees greater than 3" in diameter, and survey for existing drainage, water, electrical and miscellaneous at grade utility facilities. Compile survey base sheet showing all topographic features, contours at 1-ft intervals, property lines, and street centerlines. Topo survey will extend into existing adjacent side streets. Topo of private property adjacent to project site will not be shown on topo map. Survey control will reference the Orange County Benchmark and will coordinate control will be tied to the State Plane coordinate system for Costa Mesa.

## GEOTECHNICAL INVESTIGATION

Perform geotechnical investigation services to evaluate the conditions of the subgrade soils and provide recommendations for the construction of the proposed park improvements including low level retaining walls, light std foundations, and percolation testing of onsite soil materials. The services to be provided are:

- Data Review/Coordination – Review available geotechnical and geological data regarding the site.
- Subsurface Exploration – Field investigation will include exploration of the project area by advancing 4 soil borings at various locations within the park to obtain soil samples for evaluation and laboratory analysis. Maximum boring depth is estimated at 25-feet.
- Laboratory Testing – Selected soil samples will be tested in the laboratory to determine physical characteristics, soil composition, strength characteristics, and engineering properties.
- Report Preparation – Prepare final engineering report outlining the methods and procedures used to conduct field exploration, investigation findings, conclusions, recommendations, and supporting test results.

## DESIGN DEVELOPMENT PLANS

Based on the approved master plan document and the information received from the design survey, hydrology reports, site investigations and date research, this stage involves refining and pulling together the design strategies into one succinct design development plan for the park site.

A strategy meeting will be held with CITY personnel to review input and establish direction. A draft plan will be prepared and accompanied by refined thumbnail sketches or illustrative elevations/cross sections supporting the recommendations. The plan would graphically illustrate the various land use elements and detail the landscape treatment including:

- physical opportunities and limitations;
- impact on pedestrian and vehicular circulation patterns;
- visual and physical security measures;
- compliance with California Title 24, ADA 2000 and Department of Interior's *Design Guide for Accessible Outdoor Recreation*, CPSC Guidelines, and the ATBCB Recreation Access Advisory Committee *Recommendations for Accessibility Guidelines: Recreational Facilities and Outdoor Developed Areas*;
- integration of proposed elements to immediate surroundings;
- thematic concepts for site amenities; and
- long term ease of maintenance.

NUVIS will present a 'booklet' of pictures of the proposed plant palette – trees, shrubs, vines, espalier, and groundcovers. Plants will be designated by both botanical and common names. Plant material will be selected based on available regional resources to present a realistic plant palette.

Photoboards shall include photographic examples of proposed landscape ideas, site furniture/amenities, and concepts for review and comment by the CITY. Images will represent the feeling and visual expression of the landscape design concept.

The refined drawing will be prepared as presentation quality, color renderings at an appropriate scale for viewing from a comfortable distance, accompanied by reduced versions of the drawings.

Team NUVIS shall submit these preliminary plans to the City for review, direction, and comment. Upon receipt of returned documents, TEAM NUVIS shall make plan corrections and begin progressing the documents into construction documents.

### CONSTRUCTION DOCUMENTS

The first step in the preparation of construction documents involves consolidating explicit information into an accurate "base sheet." It is our recommendation to submit this "base sheet" through the review process. We have found that approval of the base sheet at this stage has prevented major design alterations once construction documents are under way.

#### FINAL GRADING PLAN – PHASE 1

Prepare Precise Phase 1 Grading Plan at a scale of 1"=20' based upon approved Client provided Site Plan for proposed park improvements. This plan will build on the preliminary grading plan provided under previous task item, and will include walkways, and site grading, and drainage swale and pipeline improvements. The grading plan will show sidewalk modifications and improvements along Monte Vista and Brentwood to provide site access to the park. Phase 1 site improvements will be designed to include protection of existing play area.

#### FINAL GRADING PLAN -- PHASE 2

Prepare Precise Phase 2 Grading Plan at a scale of 1"=20' based upon approved Client provided Site Plan for proposed park improvements. This plan remove existing play area, and provide design and construction details for the construction of the new play area, and associated walkway improvements to join park improvement designed under Phase 1 site grading plans. Grading plans will include modification and extension of drainage improvements designed under phase 1 improvements.

#### STRUCTURAL ENGINEERING

Prepare structural engineering design and calculations for new parkway lighting foundations. Design will be based on light std selected by Client, and designed in conformations with current edition of CBC. Provide engineering construction details and notes for concrete foundations design. Services include the design of two (2) light std foundation.

Provide structural engineering design and report for new play area retaining walls. Wall design shall include concrete and masonry cantilever retaining wall layout. Soil design and strength parameters for wall design will be based on geotechnical investigation completed in phase 1.

Preparation of construction documents formulates the projected elements into one (1) set of working drawings on 24" x 36" sheets at 20' scale and specifications book conforming to the CITY's standard construction methods, the Standard Specification for Public Works Construction

and applicable County, State, and Federal regulations and codes (i.e., CPSC, ADAAG and DOI). They may include but not limited to:

- title sheet/vicinity map;
- referenced standard drawings;
- utility notifications;
- earthwork/grading delineating contours and significant spot elevations defining the vertical alignment, accompanied by cut/fill calculations;
- drainage plans showing area drains, catch basins, and connections to the underground storm drain system;
- general site construction/layout plan depicting horizontal alignment utilizing the grid/coordinate and stationing systems and detail references;
- irrigation plans which illustrate pipe sizes, heads, valves, clock locations and points of connection;
- planting plans which illustrate size, location, and species;
- electrical plans depicting panel schedule, single line diagrams, and load calculations;
- appropriate notes and development details (with structural calculations); and
- technical specifications (based on the Green Book - Standard Specifications for Public Works Construction) and City front end documents.

#### COST ESTIMATE AND SPECIFICATIONS

Prepare Engineer's Quantity/Cost Estimate at time of initial plan check submittal and revised once at the conclusion of plan check. Cost Estimate will be an estimate of probable costs.

Prepare Technical Specifications for civil portion, based on editing Client-supplied guide specifications.

#### PREPARE EROSION CONTROL PLAN AND SWPPP

Prepare Erosion Control Plan to accompany precise grading plan. Plan will provide for standard erosion control measures.

Prepare Storm Water Pollution Prevention Plan for the project improvements. Document will be prepared in accordance with State Permit requirements for Construction controls. Four copies of the document will be provided to the Client.

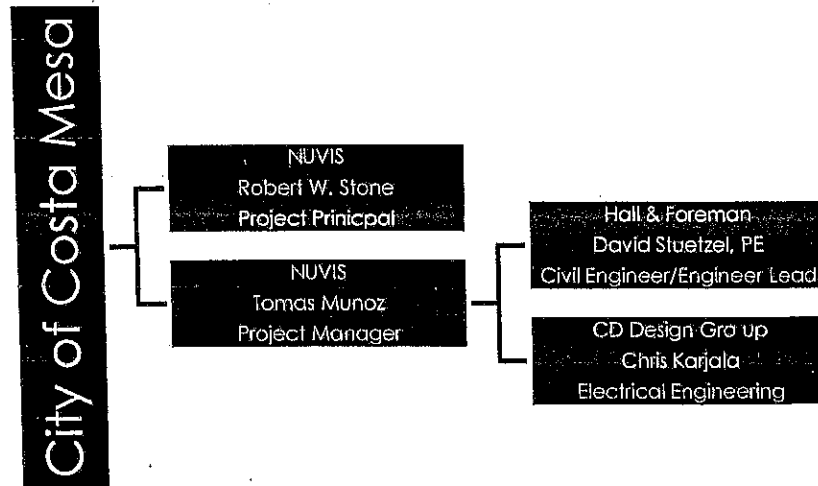
#### *FINAL SUBMITTAL*

Documents (Plans, Specifications and Estimates) shall be submitted at the 70%, 90% and 100% completion phases for review, comment and direction from the City. Team NUVIS shall refine the document to include any plan check corrections. The final documents will be submitted with a final statement of probable construction costs relative to the bid item quantities for formal plan check by the CITY and applicable governing agencies. Prior to Notice of Bid, one-set of reproducible documents including estimates and specifications books will be submitted.

NUVIS will be available to the City for interpretation and clarification of irrigation and planting plans and specifications.

## TEAM NUVIS

This consortium of multi-discipline professionals represent a strong network of conscientious individuals whose primary goal in developing solutions is in translating technical expertise into creative and sensitive planning for functional environments. NUVIS' goal is to integrate the design process and the team of professionals and stakeholders such that the project evolves from a "seamless" effort. Our focus will be a stewardship attitude in managing the appropriate team members by facilitating and orchestrating a consistent strategic approach.



The NUVIS Project Principal for the Brentwood Park Project shall be Bob Stone. Bob brings to the project over thirty years of public agency experience throughout California. Bob will provide QAQC for the project and ensure the instruments of service are provided to the client on the agreed upon dates and times.

The **Project Manager** for the project shall be Tomas Munoz. With over three decades of parks and recreation design and project management experience for public agencies, particularly in the Orange County area, he has the experience, ability and strength to carry this project to a successful and timely completion.

### SUBCONSULTANTS

Careful consideration of the parameters of the project described in the RFP has directed the constitution of a proposed team of subconsultants. This team of subconsultants is part of the NUVIS network and we have worked together on similar projects for several years.

#### **Hall & Foreman Engineers ..... Civil, Survey and Structural Engineering (Geotech Opt)**

Hall & Foreman, Inc. (HFI) was established in 1961 by engineering and surveying professionals from the public works sector. Today, we continue that practice and have former public works sector officials on staff. During the past 50 years, the firm has worked with numerous public agencies and municipalities throughout southern California.

HFI has experience and technical expertise in the fields of public works design, land survey and mapping, GIS, traffic engineering, hydrology and hydraulic engineering, WQMP and SWPPP



preparation, and construction management. It is our philosophy to serve as an extension of agency staff. Our goal is to assist in all elements of a project - from the initial planning stages through completion of construction. As part of a public Agency team, we understand the importance of project communication, coordination, and working with the financial considerations of each project to make it a success.

DAVID STUETZEL, P.E.

*California State University Fullerton: B.S. - Engineering*

*Professional Licensed Civil Engineer: CA - #47886*

Mr. Stuetzel has over 26 years' experience in the management and design of parks, recreation facilities and public works infrastructure projects. He has extensive experience with both rehabilitation and new construction contracts. Mr. Stuetzel has strong technical skills in the design of public works improvements and has excellent communication and inter-relational skills with clients, public agencies, utility companies and subconsultants. He possesses a key understanding of the project development process and issues required to work within the schedule, budgets and scope of the project to meet and satisfy the needs of the Client.

**Pittsford Park, Lake Forest:** (Project Engineer) Mr. Stuetzel lead HFI's team for the site redevelopment of an existing neighborhood park. Site improvements included the expansion of existing play areas to accept ADA accessible play structures, drainage modifications, and the replacement of walkways into the park from adjacent side streets. Design services included preparation of grading plans, retaining wall design, and calculations and preparation of construction specifications for the project improvements.

**Newport Village Park, Newport Beach:** (Project Manager) Mr. Stuetzel provided technical oversight for the conceptual layout and preliminary design of the new passive park elements. Park improvements included amphitheater, restrooms, two parking lots, low level lighting and a native garden walkway through a sensitive habitat. Site was contour-graded to maintain park features and provide ADA pathway from the Library building to new parking lots and site facilities.

**Pioneer Park, Tustin:** (Project Manager) Mr. Stuetzel provided technical oversight for the in-fill residential eight-acre park located in Tustin Ranch. Project design services included grading, storm drain, parking lot and utility services for the park. Parking lot design included the use of permeable pavement to comply with NPDES requirements.

**Mile Square Park, Fountain Valley:** (Project Manager) HFI provided civil engineering and design survey support for a new ranger administration building at the park. Mr. Stuetzel led the team that created the precise grading plans and the utility relocation plans for this approximate one acre project.

**Ruben Ingold Park, County of Los Angeles:** (Project Manager) Mr. Stuetzel provided technical oversight for this project which included the rehabilitation of existing passive trail network along Mt Vernon Drive in Windsor Hills. Re-grading of site was required to comply with ADA access, and installation of new rubberized trail surfacing. Project was coordinated with County of Los Angeles Parks Department for repair and re-grading of eroded slopes adjacent to the park.

## **CD Design Group    *Electrical***

CD Design Group is an electrical engineering firm licensed in 47 states with an array of experience including sports and multi-use parks, fire stations, urban infill & renewal, schools, hospitals/healthcare environments, regional entertainment centers, restaurants, wireless/cellular communication centers, and a multitude of other projects.

CD Design group is a father and son team; the combination of years of projects and thousands of hours spent working together towards a common goal: provide a high degree of personalized electrical engineering design services to our clients tempered by fiscal responsibility.

Our goal is manifested threefold; an emphasis placed on Owner, Architect, and Contractor satisfaction. By accepting only as many projects as can be personally executed, we complete our designs on time and are responsive to our clients' ever changing needs.

### Dale Charles Karjala, Electrical Engineer

*B.S., Electrical Engineering, University of California, Los Angeles 1964*

*Multiple post-graduate courses, electrical engineering California State University, Long Beach 1965-68*

Over 47 years experience in all aspects of consulting electrical engineering and commercial lighting design throughout the United States. Partner and supervising engineer for 30+ person electrical engineering firm in Costa Mesa, California. Management of numerous healthcare, municipal, entertainment and educational projects encompassing complete new and retrofit construction. Complete working knowledge of latest version National Electrical Code and Uniform Building Code.

### Christopher Dale Karjala, Principal

*B.A., English Literature, California State University, Long Beach, 1994*

*Architectural Immersion Finalist, University of Southern California, 1989*

Over 17 years experience in design, planning, project management, and engineering of commercial retail, institutional, healthcare, and municipal projects. All aspects of consulting electrical engineering and lighting design including extensive in-field analysis of existing aesthetic as-built conditions for P.F. Chang's restaurants (multiple locations nationwide), coordination of complete new and retrofit construction (many/various), and thorough project administration and support. Complete working knowledge of latest version National Electrical Code and Uniform Building Code.

The staff of CD Design Group has had the pleasure of working in a vast array of municipal design areas. We take pride in having been involved with a diversity of projects Community Development, Infrastructure and Resource Projects such as:

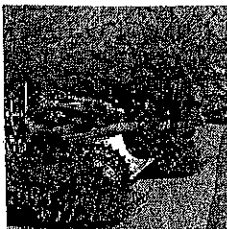
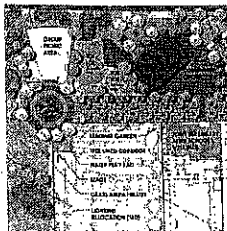
- City of Costa Mesa – City Golf Course Entry plaza redesign.
- City of Hesperia – Civic Plaza: Multi-Use Complex at City Hall.
- City of Huntington Beach Public Sports Complex – Huntington Beach, California.
- City of Downey - Discovery Park: 12 acre regional multi-use sports/science park.
- City of Los Angeles – LA Riverwalk landscape/pedestrian pathway improvements.
- City of Los Angeles - Byzantine-Latino Quarter Urban Renewal Parks, California.

# ROBERT W. STONE, ASLA

Executive  
Vice President

Years with NUVIS: 31  
Years Experience: 35

Licensure:  
CA 1891  
NV 396



Bob develops innovative public realm designs which provide strong visual character and seamless functionality for pedestrian and vehicular spaces. He is the primary principal accountable for the management, fiscal productivity, and resource orchestration of our California, Nevada, and International projects; overseeing our staff for an array of public agency and private developer and clients. He participates in several chapters of the Building Industry Association and Urban Land Institute. Bob's clients respect the attention to responsiveness, creative solutions, and follow through from conceptual design to field observation.

**Other Professional Experience**  
Landscape Architect, POD, Inc.

**Professional Affiliations**  
American Society of Landscape Architects (ASLA)  
Building Industry Association (BIA)  
Urban Land Institute (ULI)  
Gamma Sigma Delta, Honorary Society of Agriculture

**Education & Recognition**  
BSLA California State Polytechnic University, Pomona 1976  
Gamma Sigma Delta Honorary Society of Agriculture  
3 Gold GAVA Awards; resid. water feature art, infinity pool, & trad. pool 2009

**Dr. Harry S. Johnson Rose Garden Park, Henderson, NV**  
Southern Highlands Development Corporation  
A private 2.5 acre park located in the master planned community of Southern Highlands. Site amenities include a tot lot, a water spray play area, two gazebos, picnic tables, park benches, arbors, restrooms and a formal rose garden. Sustainable applications including water-smart irrigation and permeable surfacing.

**Ponderosa Park, Anaheim, CA**  
City of Anaheim  
Masterplan, community workshop facilitation, alternative designs, and construction documents for refurbishment of existing well-used community park adjacent to a new school site. Three (3) bi-lingual community workshops engaging public participation in park design and facilities including ballfield with soccer field overlay, playground, picnic areas, walking trails, shade trees, community center, hard court games, volleyball, and sheltered school bus stop area.

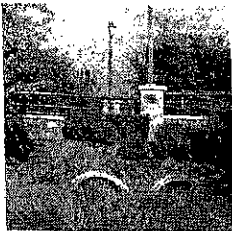
**Cashman Equipment Facility & St. Rose Parkway Trail, Henderson, NV**  
SH Architecture  
Conceptual plans, construction documents, and LEED Documentation for a 53-acre corporate campus and adjacent regional trail utilizing high-efficiency irrigation systems, low water use plant material, permeable paving, and locally sourced materials. Site furniture and artistic elements from re-purposed industrial equipment. NDOT coordination on St. Rose Parkway.  
LEED Gold Certification. Contact: Curt Carlson, SH Arch., 702-363-2222

# TOMAS MUNOZ

Principal  
Recreation Planner

With NUVIS  
since 1978

Licensure:  
CA 1997



Tom shares his talents and passion for our profession with the Boy Scouts as a Merit Badge Counselor for Landscape Architecture, Environmental Science, and Wilderness Survival. His emphasis is in urban design projects and public- and private-oriented park/recreation planning. As the project director for the \$15 million Sports Complex in Huntington Beach, Tom facilitated extensive team collaboration and managed the design from concept through construction documentation. Client relations, pictorial graphic exhibits, technical direction of construction documents, and multi-team/agency coordination are his strengths. Mr. Munoz was the Project Manager as subconsultant to DEA for Caltrans (D8) on-call three year contract, and also the Project Manager for NUVIS as prime consultant to Caltrans (D8) on-call for three years.

#### Other Professional Experience

Boy Scouts of America, Assistant Scout Master, 1997 National Jamboree

#### Professional Affiliations

American Society of Landscape Architects  
California Park and Recreation Society

#### Education & Recognition

California Polytechnic University, Pomona 1978  
Gamma Sigma Delta Honorary Society

#### Bastanchury Greenbelt Park

City of Fullerton, CA

13-acre community park including multi-purpose perimeter trail, bank stabilization, native and riparian revegetation plantings lining the relocated seasonal stream channel along the boundary of this greenbelt park. Trail connections to local and regional pedestrian and equestrian trails.

Contact: Dept. of Parks & Recreation, 714.738.6575

#### Baker Golden Mini Park

City of Long Beach, CA

Conceptual through CD's for the renovation of an active and passive community park along the Los Angeles River Bikeway. Amenities include two (2) half basketball courts, play area with rock climbing wall, group picnic area, open space, and incorporation of existing site features into innovative green wall solutions.

#### Hesperia Civic Plaza Park, Hesperia, CA

Hesperia Recreation & Park District

Design and construction documents for plaza and park facilities adjacent to City Hall and the Public Library including a civic green, grass amphitheater, senior activity area, restroom facilities, tot play areas, open space, and a Memorial Rose Garden. Site features include iconic vined arbors, artistic sculpture, enriched paving in vehicular and pedestrian areas, and native planting.

2008 APWA Project of the Year, Parks & Recreation

## SIMILAR PROJECT EXPERIENCE

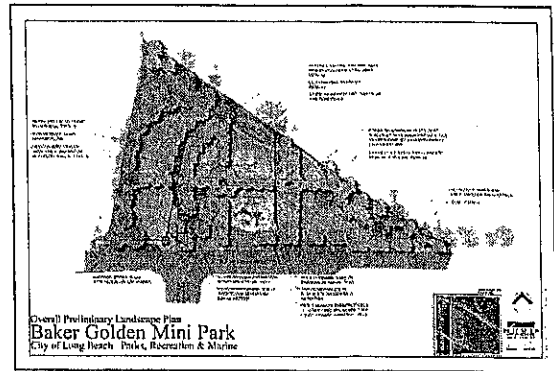
### ***Baker Golden Mini Park***

Conceptual through CD's for the renovation of an active and passive community park along the Los Angeles River Bikeway. Amenities include two (2) half basketball courts, play area with rock climbing wall, group picnic area, open space, and incorporation of existing site features into innovative green wall solutions.

City of Long Beach; Anna Mendiola, 562-570-3165

Currently under construction

Cost: \$505,000.



### ***Aquarium of the Pacific Watershed Exhibit Garden and Green Roof***

Landscape architectural services (Conceptual Design, Watershed Habitat Research, Statement of Probable Costs, Construction Documents, Construction Observation) for Watershed Classroom Building green roof and native exhibit gardens planted exclusively with Los Angeles and San Gabriel River Watersheds native specie. Exceeded LEED requirements for water efficiency. Utilized locally sourced materials. Green roof irrigated by greywater from building sinks. Ground level planting temporarily irrigated via subsurface drip. LEED Certified Platinum

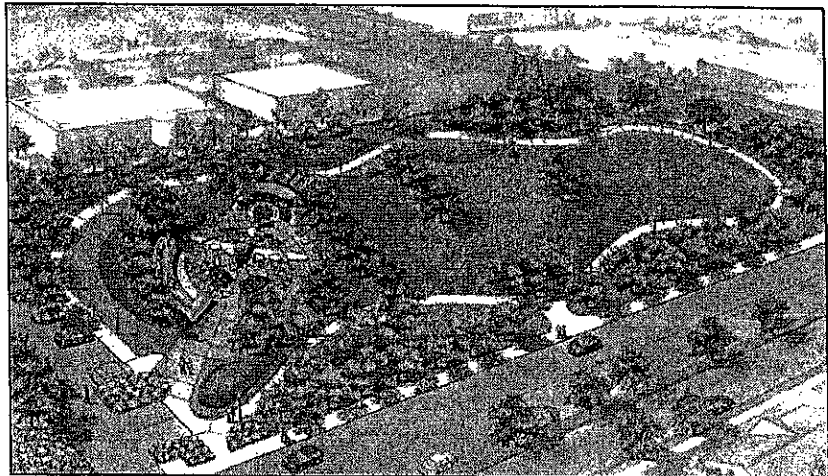
Aquarium of the Pacific; Faria Qader, 562-951-1667,

Completed: February 2008

Cost: \$53,000 (Landscape Only)

### ***Rosie the Riveter Park***

Preliminary plans, phasing alternatives, and construction documents for memorial park celebrating the efforts and contributions made during WWII by women in the aerospace industry. Historical markers along walkway tell the story of their journey. Unique requirements consisted of incorporating key elements of the B-17 bomber as part of the Rosie the Riveter Park design, including steel cages representing the bombardier, and aircraft tail, and etched circular granite pavers with historical information representing the four (4) engines of the B-17. Photo engravings at the aircraft location provide information regarding the women that worked on the bombers and flew during WW2. Along the walkway that navigates around the park, interpretive podiums provide a sequential history of Rosie the Riveter contributions. The park design specifies solar powered lighting and high-efficiency irrigation systems.



City of Long Beach; Anna Mendiola, 562-570-3165

Currently under construction

Cost: \$275,000.

### **Hesperia Civic Plaza Park**

Provided design and construction documents for plaza and park facilities adjacent to City Hall and the Public Library including a civic green, grass amphitheater, senior activity area, restroom facilities, tot play areas, open space, and a Memorial Rose Garden. Site features include iconic vined arbors, artistic sculpture, enriched paving in vehicular and pedestrian areas, decomposed granite pathways, and native and drought-tolerant plantings.

Hesperia Park and Recreation District; Lindsey Woods, 760-244-5488

Completed: 2008

Cost: \$4,000,000

### **Apple Valley Town Center**

Dougherty+Dougherty for Town of Apple Valley

Addition of a municipal building and parking lot to the existing 30 acre city hall and central sports park. Planting design incorporated water-efficient desert plant species with drip irrigation and gravel mulch to conserve water. Bioswales capture the runoff from the parking lot and hardscape areas. Earth-tone colored concrete paving reduces solar reflectance. Locally sourced materials utilized.

Contact: Dougherty + Dougherty Architects Betsy Dougherty, 714-427-0277

Completed: 2010

Cost: \$450,000 landscape only

### **Machado Lake Rehabilitation**

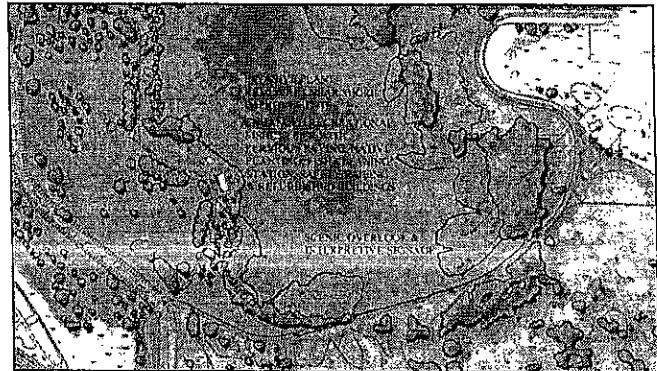
CDM Smith for LA County DPW

Rehabilitation, native habitat protection, restoration, and mitigation for passive park surrounding Machado Lake. Alternative park features include bioswales, fishing opportunities, gateways, native plantings, picnic areas, floating boardwalks, viewing platforms, refurbished parking areas, and decomposed granite pathways.

Contact: Alfred Mata, P.E., LADPW Bureau of Engineering, 213-847-0346

Completed: Currently under construction

Cost: \$5,500,000 landscape only



### **Compton Creek Storm Drain Daylighting Feasibility Study**

CWE for LA and San Gabriel Watershed Councils Developed plans, sections, and design simulations for establishing native plant communities within the earthen bottom daylighted creek channels and slopes for three (3) locations along Compton Creek to create viable habitat and healthy functioning ecosystems. Study focused along several park boundaries.

Contact: Vik Bapna, CWE, 714-262-0180,

Completed: 2008

Cost: N/A





# CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

September 25, 2012

**SUBJECT: REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES  
FOR THE DESIGN OF BRENTWOOD PARK, 261 MONTE VISTA,  
COSTA MESA, CALIFORNIA**

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the furnishing of professional services for the design of Brentwood Park in compliance with the Brentwood Park Master Plan. Preliminary phases of the Master Plan have been implemented and are currently in service. The selected consultant will be charged with the task of preparing a full set of construction documents for the implementation of the remaining elements of the master plan.

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

## SCHEDULE OF EVENTS

## DATE

1) RFP Issued	09/25/2012
2) Proposal Received by City	10/23/2012
3) Selection of Consultant	11/08/2012
4) Contract Award	12/04/2012
5) Kick-off Conference	12/05/2012
6) First Submittal of Construction Plans (70%)	02/07/2013
7) Second Submittal of Construction Plans (100%)	03/14/2013
8) Utility and Building Permits Completed	04/30/2013
9) Complete Final Design and PS&E's	05/21/2013

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

City of Costa Mesa Contact Person

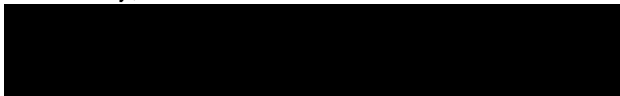
Baltazar Mejia, Senior Engineer, (714) 754-5291, is the sole contact person for this project. Respondents are not to contact other staff members in conjunction with this RFP prior to the announcement of the award.

Required Copies of Request for Proposal on Due Date

Five (5) separate copies of proposals must be received by the City not later than 3:00 p.m. on Tuesday, October 23, 2012. All proposals shall be delivered to:

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

Sincerely,



Fariba Fazeli, P.E.  
Interim City Engineer

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



# REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES FOR THE DESIGN OF BRENTWOOD PARK, 261 MONTE VISTA, COSTA MESA, CA

## I. INTRODUCTION

Brentwood Park was originally constructed as an L-shaped park; however, in 2007 the City purchased the parcel to the west (261 Monte Vista) and nearly doubled its size. After the purchase of the property, the existing classrooms, office building, pool, and restrooms were demolished and on February 17, 2009, the Costa Mesa City Council approved the Brentwood Park Master Plan (Exhibit A). The approved master plan combines the parcels that make up the old park and 261 Monte Vista, preserves some of the original features such as the rolling contours and mature trees, and adds new park elements. The master plan also incorporates new innovations in the areas of sustainability, energy conservation, and storm water management.

With the Master Plan in place, staff started working on interim improvements at the former 261 Monte Vista site to be able to open it for public use. These improvements included grading the site based on the master plan contours, removing the two existing driveways and parking lot, new irrigation system designed to handle the entire park and landscape improvements that include 45 new trees and new turf. These improvements were completed and opened to the public in the fall of 2010.

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified urban park design firms for the final design of Brentwood Park based on the Brentwood Park Master Plan. It is anticipated that the implementation of the remaining elements of the Master Plan will be implemented in two (2) phases. Funding for the first phase has been secured from a combination of state grants and park development funds. The second phase will be implemented when funds become available.

The work to be completed under the first phase includes decomposed granite trails, fitness stations, park furniture, safety lighting, hardscape improvements, bio swale, replacement of the original irrigation system for the "old" park, and landscape improvements. The irrigation system that was installed with the grading of 261 Monte Vista includes a new controller, meter, service (off Monte Vista) and booster pump designed to handle the entire park (as-built plans are available for review upon request). The intent was to replace the irrigation system of the "old" park with a new one optimized for the new landscape and to discontinue the existing meter and service off of Brentwood Street.

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

The City of Costa Mesa is seeking a consultant with a strong background in urban park design that has successfully completed similar projects and has extensive experience in the design of parks in urban communities. The selected consultant will be responsible for the completion of the final design of the park, including the processing of permits from utility companies and the City's Building Division. The final set of construction documents must recognize and properly design improvements so that the work can be implemented in phases and that the park can be safely opened to the public at the completion of each phase.

## B. Minimum Consultant Qualifications:

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

## II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 15 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.
- E. Fee proposal in a separately sealed envelope containing the following:
  1. Cover letter stating the total lump sum fee.
  2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall list individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.
  3. In addition, the consultant is requested to include an amount of \$5,000 in the fee schedule for the Design of Brentwood Park as a contingency to be used only as directed in writing by the City's PM.

Please submit five copies of the project proposal and one copy of the fee proposal.

### III. CONSULTANT SELECTION COMMITTEE

The City of Costa Mesa Public Services Department has established a Consultant Selection Committee consisting of at least four members who have acted in the capacity of Project Manager. The Consultant Selection Committee will evaluate the consultant on their ability to 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 existing drainage and utility locations.
- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.
- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.

### IV. ESTABLISHMENT OF FEES

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

### V. PROFESSIONAL SERVICES AGREEMENT

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

### VI. INSURANCE REQUIREMENTS

A Certificate of Insurance is enclosed for your reference (Exhibit C). 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

#### A. Project Analysis and Review:

Analyze the project, perform field review and investigations, evaluate existing conditions, research existing plans and records, and meet with City staff to define the detailed project scope and objectives. Meet periodically with City staff and other agencies during the progress of the project for appropriate guidance and coordination (minimum six

meetings). The consultant shall take notes during the meetings and prepare meeting minutes that shall be submitted to the City for approval within one week after the meeting.

Identify all project costs including but not limited to current and ongoing research, planning, design, implementation, management, and maintenance for the project. It is anticipated that the project will be funded by a combination of grants and City funds.

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

**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," enclosed herein (Exhibit D).

The consultant shall submit all utility correspondences to the City.

**C. Design Survey:**

A complete topographic survey was completed with the development of preliminary grading plans and is available in ACAD format. Consultant may propose additional surveying services as an additive item for the City's consideration and the reasons for its recommendation. If added, it must comply with the following requirements:

The consultant shall plot the project design survey on Mylar at a horizontal scale of 1" = 20', and detailed design surveys at a horizontal scale of 1" = 10'; reference 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 1" = 20' scale 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. Extend the survey to minimum 100-feet beyond the project limits.
5. Show property lines and address numbers (50% screened), including City and County boundaries.
6. Show contour lines within the limits of the work and to 100-feet (minimum) beyond the grading limits to establish existing drainage patterns.
7. Attention to detail is essential. All existing improvements and features must be described and detailed on the plans.

In addition, the consultant shall establish existing Right-Of-Way (ROW), property lines, and precise locations of any and all utility poles and lines and easements, through the project limits. Notify the Project Manager at least five working days before performing survey work.

**Deliverables:**

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

**D. Geotechnical Investigation:**

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

**E. 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.

**F. Plans:**

1. The consultant shall prepare construction drawings containing title sheet, general note sheet, plan sheets, typical cross section sheets, and detail sheets for the project. The title sheet shall contain a vicinity map and location map for the project. Scale for plan and profile drawings shall be as follows: Horizontal: 1" = 20'; Vertical: 1" = 2'. Scale for detail drawings shall be as follows: Horizontal: 1" = 10'; Vertical: 1" = 1'.

2. The consultant shall plot typical cross sections on Mylar illustrating existing and proposed conditions. The typical cross sections shall include existing and proposed elevations, stations, percent cross slopes, labeling, other information as outlined in the above Design Survey Section, and other required information at the following scales: Horizontal: 1" = 10'; Vertical: 1" = 1'.
3. The consultant shall plot existing improvements in broken or screened lines and place existing elevations in parenthesis.
4. The consultant shall incorporate the following minimum information on plan views: 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).

**G. 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.

**H. 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.

**I. Construction Documents:**

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

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

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

## J. Project Document Submittal and Plan Information:

1. Project Initialization and General Requirements:
  - a. Develop Project Schedule and Staffing Requirements.
  - b. Locate electrical and irrigation POC's and initiate contact with the respective owners.
  - c. Submit Monthly Progress Reports to the City.
  - d. Participate in Periodic Meetings with City staff.
  - e. The City will provide all required City-issued permits free of charge for the design and construction of the project.
  - f. Any other permits required for the project shall be obtained by the CONSULTANT. City will pay any fees to the respective agencies.
  - g. Areas disturbed during the design and construction phases of this project must be restored to pre-existing conditions according to the City's requirements.
  - h. Fieldwork will be conducted Monday through Friday from 7:00 a.m. to 5:00 p.m. or as authorized by the City; however, it is recognized that early morning, late night or weekend work is envisioned by the project's scope. 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.
  - i. Ensure that the project is designed and engineered to provide and maintain positive drainage flow.
  - j. Ensure that standing/stagnant water is avoided due to vector concerns.
2. Preliminary Engineering – 70% Complete PS&E's:
  - a. Conduct all approved topographic and property surveys and combine with available topographic surveys to create of base maps for the project.
  - b. Conduct all approved 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 proposed landscape, irrigation and electrical improvements, including color renderings of the proposed playground equipment and surfacing as provided by Landscape Structures.
  - e. This submittal must include all the proposed improvements, construction notes and as many details as possible.
3. 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) in compliance with local, state and federal requirements.

4. 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 on reproducible Mylar with each sheet stamped and signed.
  - c. Submit final construction permits.
  - d. Submit final SWPPP.
  
7. 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.

#### **VIII. CITY RESPONSIBILITIES**

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

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

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

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

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



**EXHIBIT B**  
**FEE SCHEDULE**

## Summary of Proposed Professional Fees NUVIS

<b>Task Description</b>		
<b>Project Analysis and Review (incl 6 mtgs w City)</b>		<b>\$6,050</b>
NUVIS	\$4,850	
Hall & Foreman	\$1,200	
<b>Utility Investigation/Coordination</b>		<b>\$3,140</b>
NUVIS	\$640	
Hall & Foreman (incl Hydrology report)	\$2,500	
<b>Design Survey</b>		<b>\$6,150</b>
Hall & Foreman	\$6,150	
<b>Geotechnical Investigation</b>		<b>\$7,820</b>
Hall & Foreman	\$7,820	
<b>Electrical Engineering Services</b>		<b>\$2,550</b>
CD Design Group	\$2,550	
<b>Plans (Preliminary)</b>		<b>\$7,770</b>
NUVIS	\$5,770	
Hall & Foreman	\$2,000	
<b>Specifications</b>		<b>\$1,720</b>
NUVIS	\$1,720	
Hall & Foreman	(see below)	
<b>Quantity and Cost Estimates</b>		<b>\$5,700</b>
NUVIS	\$2,300	
Hall & Foreman (incl Specs)	\$3,400	
<b>Construction Documents (70/90/100)</b>		<b>\$39,200</b>
NUVIS	\$20,650	
Hall & Foreman	\$18,550	
<b>Project Management Fee</b>		<b>\$5,630</b>
NUVIS	\$5,630	
<b>Project Administration Fee</b>		<b>\$1,875</b>
NUVIS	\$1,875	
<b>Direct Project Expense</b>		<b>\$3,000</b>
	<b>Subtotal Proposed Professional Fee</b>	<b>\$90,605</b>
<b>Project Contingency Fee</b>		<b>\$5,000</b>
	<b>TOTAL PROPOSED PROFESSIONAL FEE</b>	<b>\$95,605</b>

City of Costa Mesa

**Brentwood Park  
NUVIS Fee Schedule**

Task & Description	Sr Prin \$185	Princ \$160	LCAD \$110	ILCAD \$100	Elect \$90	Admin \$85	Total \$
A Project Analysis and Review (incl 6 mtgs w City)	2	28					\$4,850
B Utility Investigation/Coordination		4					\$640
C Design Survey							\$7,800
D Geotechnical Investigation					28.33		\$2,550
E Electrical Engineering Services	2	20	20				\$5,700
F Plans (Preliminary)		4		4		8	\$1,700
G Specifications		8	2	8			\$2,300
H Quantity and Cost Estimates	2	48	80	38			\$20,600
I Construction Documents (70/90/100)							\$5,600
Project Management Fee							\$1,800
Project Administration Fee							\$2,000
Direct Project Expenses							
<b>Total Hours</b>	<b>6</b>	<b>112</b>	<b>102</b>	<b>50</b>	<b>28.33</b>	<b>8</b>	
<b>Total Cost</b>	<b>\$1,110</b>	<b>\$17,920</b>	<b>\$11,220</b>	<b>\$5,000</b>	<b>\$2,550</b>	<b>\$560</b>	
						<b>Totals</b>	<b>\$55,000</b>
							\$5,000
<b>Project Contingency Fee</b>							

PLA=Project Landscape Architect  
LA=Landscape Architect, LD=Landscape Designer, LCAD=Landscape CAD,

\* Services performed for these Tasks will be billed at the personnel hourly rates. Portal to portal travel time is included to a maximum of eight (8) hours per day.

Direct Project Expense Allowance is shown for budgetary purposes only and will be billed at cost plus 15%.

CHANGE ORDERS: Upon the CLIENT'S request for additional professional services and/or materials, NUVIS shall prepare and submit a Change Order to the CLIENT confirming the verbal agreement, including additional services previously accomplished by NUVIS at the request of the CLIENT due to time constraints.

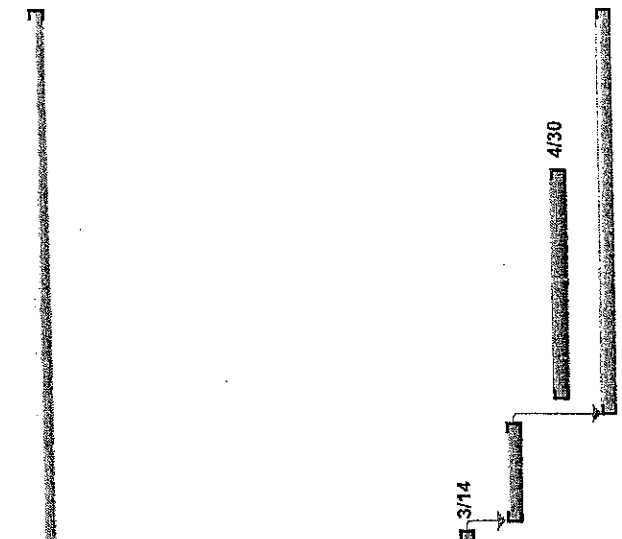
**CITY OF COSTA MESA**  
**CONSULTING ENGINEERING SERVICES**  
 Brentwood Park

TASK DESCRIPTION	PROJECT MANAGER \$175	PROJECT ENGINEER \$135	STAFF ENGINEER \$115	DESIGNER \$105	ASSIST. ENGINEER \$85	PROJECT ASSISTANT \$80	ADMIN \$65	SURVEY CREW \$150	TOTAL HOURS	SUBCONSULTANT COSTS	AMOUNT
<b>PHASE 1 - DESIGN DEVELOPMENT</b>											
1. Project Research			4	4	4	4			12		\$1,200
2. Preliminary Grading Plan	2	8		3	3				16		\$2,000
3. Hydrology/Hydraulic Report	2	1	9	4	2		6		24		\$2,500
4. Supplemental Survey		10						32	42		\$6,150
									0		\$0
Subtotal	4	19	13	11	5	4	6	32	94	0	\$11,850
<b>PHASE 2 - CONSTRUCTION DOCUMENTS</b>											
1a. Grading Plans Phase 1	4	12	15	17	6	2			56		\$6,500
1b. Grading Plans Phase 2	3	6	8	10	3	3			33		\$3,800
2. Structural Engineering		2	8						12	2,210	\$3,750
3. Cost Estimate & Specifications	4	12		8	3				27		\$3,400
4. Erosion Control/SWPPP		6	25		7				41		\$4,500
Subtotal	13	38	56	35	12	15	0	0	169		\$21,950
<b>PHASE 3 - CONSTRUCTION SERVICES (NIC)</b>											
1. Bid Support									0		\$0
2. Construction Assistance									0		\$0
Subtotal	0	0	0	0	0	0	0	0	0	0	\$0
<b>Reimbursables</b>											
											\$1,000
<b>PROJECT TOTAL</b>	17	57	69	46	17	19	6	32	263		\$4,800
<b>Optional Services</b>											
1. Geotechnical Design Services									0	7,820	\$7,820
Subtotal - Optional Services	0	0	0	0	0	0	0	0	0		\$7,820
<b>PROJECT TOTAL with Optional Services</b>	17	57	69	46	17	19	6	32	263		\$42,620

**EXHIBIT C**  
**PROJECT SCHEDULE**

## City of Costa Mesa Brentwood Park Project Proposed Schedule NUVIS

		December 2012			January 2013			February 2013			March 2013			April 2013			May 2013																							
ID	Task Name	2	15	18	1	4	7	10	13	16	19	22	25	28	1	4	7	10	13	16	19	22	25	28	1	4	7	10	13	16	19	22	25	28	1	4	7			
1	Kick Off Conference																																							
2	Meetings/Progress Reports																																							
3	Project Analysis/Reports																																							
4	Utility Investigation/Coordination																																							
5	Design Survey																																							
6	Geotechnical Investigation																																							
7	PS&E 70% Submittal																																							
8	Review and Plan Check																																							
9	PS&E 100% Submittal																																							
10	Review and Plan Check																																							
11	Utility and Building Permits																																							
12	Final PS&E																																							



**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

**POLICY**

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

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



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

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

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

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



**EXHIBIT E**  
**CERTIFICATES OF INSURANCE**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/27/2012

**PRODUCER**  
Dealey, Renton & Associates  
P. O. Box 10550  
Santa Ana CA 92711-0550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
NUVIS  
3151 Airway Avenue Suite J1-J3  
Costa Mesa CA 92626

**INSURERS AFFORDING COVERAGE**  
INSURER A: Travelers Property Casualty Co of Ameri  
INSURER B: Travelers Indemnity Co. of Connecticut  
INSURER C: Travelers Casualty & Surety Co. America  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6805522L096	10/29/2012	10/29/2013	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$1,000,000
					MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COM/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA5527L842	10/29/2012	10/29/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	UB8038Y826	10/29/2012	10/29/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.I. EACH ACCIDENT	\$1,000,000
					E.I. DISEASE - EA EMPLOYEE	\$1,000,000
					E.I. DISEASE - POLICY LIMIT	\$1,000,000
C	<b>OTHER</b> Professional Liability Claims Made	105712210	10/29/2012	10/29/2013	Per Claim	\$2,000,000
					Annual Aggr.	\$2,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 General Liability policy excludes claims arising out of the performance of professional services.  
 Re: All Operations as pertains to named insured.

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION 10 Day Notice for Non-Payment**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
12/7/2012

PRODUCER  
Dealey, Renton & Associates  
P. O. Box 10550  
Santa Ana CA 92711-0550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURED  
NUVIS  
3151 Airway Avenue Suite J1-J3  
Costa Mesa CA 92626

INSURER A: Travelers Property Casualty Co of Ameri  
INSURER B: Travelers Indemnity Co. of Connecticut  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6805522L096	10/29/2012	10/29/2013	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA5527L842	10/29/2012	10/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	UB8038Y826	10/29/2012	10/29/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<b>OTHER</b> Professional Liability Claims Made	UB8038Y826	10/29/2012	10/29/2013	Per Claim \$2,000,000 Annual Aggr. \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 General Liability policy excludes claims arising out of the performance of professional services.  
 Re: All Operations as pertains to named insured.  
 The City of Costa Mesa is Additional Insured as respects to General Liability coverage as required by written contract.  
 Primary and Non-Contributing coverage applies to General Liability as required by written contract.

### CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION 10 Day Notice for Non-Payment

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

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

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.