

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this ___ day of July, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC., a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional services for the design of the Harbor Boulevard Beautification Project 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 Forty Thousand Five Hundred Dollars (\$40,500.00).

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 twelve (12) months ending on June 30, 2013, 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:

David Volz Design
151 Kalmus Dr. Suite M8
Costa Mesa, CA 92629
Tel: 714-641-1300
Fax: 714-641-1323
Attn: David J. Volz, L.A.

IF TO CITY:

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

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "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,
A municipal corporation



Chief Executive Officer of Costa Mesa

Date: 8/10/12



Department Director

Date: 8.2.12

CONSULTANT

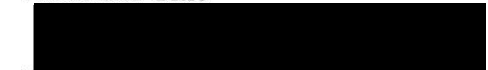


Signature

David J. Volz, President

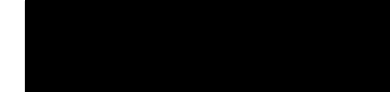
Name and Title

Date: 7/23/12



Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



City Attorney

Date: 07/17/12

APPROVED AS TO INSURANCE:

[Redacted Signature]

Risk Management

Date: 7/20/12

APPROVED AS TO CONTENT:

[Redacted Signature]

Project Manager

Date: 7-24-12

EXHIBIT A
CONSULTANT'S PROPOSAL



CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

April 24, 2012

**SUBJECT: REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES
FOR THE DESIGN OF THE HARBOR BOULEVARD BEAUTIFICATION
PROJECT**

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the furnishing of professional services to design the Harbor Boulevard Beautification Project. The project consists of three primary components: I) Addition of planter areas adjacent to the existing curb; II) Enlargement of planted area at existing medians; and III) Installation of new entry monument.

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

EVENTS TO COMPLETE ENGINEERING

DATE

1) Pre-Proposal Meeting	05/01/2012 *
2) Proposal Received by City	05/15/2012
3) Selection of Consultant	05/22/2012
4) Contract Award	06/14/2012
5) Kick-off Conference	06/18/2012
6) First Submittal of Construction Plans (70%)	07/30/2012
7) Second Submittal of Construction Plans (100%)	08/20/2012
8) Environmental Documents Completed	08/20/2012
9) Complete Final Design and PS&E's	09/10/2012
10) Obtain Project Authorization to Proceed with Construction (E-76) and advertise	11/30/2012

* The Pre-Proposal Meeting will be held in Conference Room 3A on Tuesday, May 1, 2012, at 10 AM.

RFP – Harbor Boulevard Beautification Project

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 (4) separate copies of proposals must be received by the City not later than 3:00 p.m. on Thursday, May 10, 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

Attachments

C: Ernesto Munoz, Director, Public Services Department
Raja Sethuraman, Transportation Services Manager
Baltazar Mejia, Senior Engineer

REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES FOR THE DESIGN OF THE HARBOR BOULEVARD BEAUTIFICATION PROJECT

I. INTRODUCTION

The Harbor Boulevard Beautification Project (Exhibit A) is located between Baker Street and Gisler Avenue and proposes to construct planter areas on both sides of the street, planting of Queen Palms (20' trunk height min) at strategic locations designed to create a visual impact to the public, drought-tolerant landscape with plenty of color for a visually pleasing experience, state-of-the art irrigation system, adding additional landscape areas to the medians and the installation of a new entry monument sign at MacArthur Boulevard with solar-powered LED lights. A preliminary concept plan (Exhibit B) has been prepared for reference.

The City of Costa Mesa is seeking a consultant team with a strong background in urban landscape design. The funding sources for the project include a Transportation Enhancement (TE) grant to be matched with City funds. The selected consultant will be required to prepare construction documents in compliance with the granting source.

A. General Goals:

The general goals for this project include a colorful, visually pleasing, landscaped parkway between Baker Street and Gisler Avenue, enhancements to existing medians and the installation of an entry monument sign at MacArthur Boulevard.

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 10 pages (excluding front and back covers, section dividers, and resumes) and include the following:

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which City staff should be made aware. The project approach shall contain clarifications or additional scope of work you feel are necessary for the successful completion of the project.
- B. A project team organization chart identifying those who will perform the work and a brief resume of each team member (including a list of similar type projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. The PM will be the primary contact person to represent your firm and 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 Project as a contingency to be used only as directed in writing by the City's PM.

Please submit four 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:

- A. Produce a well-engineered set of 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 the Consultants' proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

V. PROFESSIONAL SERVICES AGREEMENT

- A. A sample of the City's standard Professional Services Agreement (PSA) is enclosed for reference (Exhibit C). The selected consultant is expected to comply with and meet all the requirements of the standard PSA. 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 D). 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 City plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff, affected business, and other agencies involved during the progress of the design for appropriate guidance and coordination (assume 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.

The project limits for this phase include the areas shown in Exhibit A. This area may be extended south (Exhibit E) if the preliminary budget figures for the initial segment show leftover funds. Consultant to include in the proposal additional design services as an additive item for the City's consideration for the following segments:

1. Adams Avenue to Baker Street.
2. Wilson Street to Adams Avenue.
3. 19th Street to Wilson Street

The scope of work shall address planning, environmental, and design issues for the project and adjacent private properties.

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 F).

The consultant shall submit all utility correspondences to the City.

C. Design Survey:

The City has recently completed a topographic survey of the area within the project limits and will furnish survey files and base maps to the selected consultant. 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.

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

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:

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

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 prepare preliminary and final color renderings (hard copy and PDF), planting plan and palette, and a minimum of two isometric views to be used in presentations and reports.
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. In addition, quantity take off 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.

Final 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 design of the project shall be obtained by the CONSULTANT.
 - 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 necessary for the creation of base maps and design of the improvements.
 - 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 preliminary design and renderings.
 - e. This submittal must include all the proposed improvements, construction notes and as many details as possible.
 - f. Submit draft traffic control plan.
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 and renderings.
 - c. Submit construction documents 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.
 - e. Incorporate traffic control plan into the final plans.
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 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, PDF, etc).

- 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, PDF, etc.).

VIII. CITY RESPONSIBILITIES

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

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

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

X. RIGHT TO REJECT ALL PROPOSALS

A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

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

XI. SUMMARY

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

PROPOSAL

City of Costa Mesa

Landscape Architect Services for Harbor Boulevard Beautification Project

April 10, 2012
David Volz Design

151 Kalmus Drive, M8
Costa Mesa, CA 92626
Phone: 714-641-1300
Fax: 714-641-1323
dvolz@dvolzdesign.com

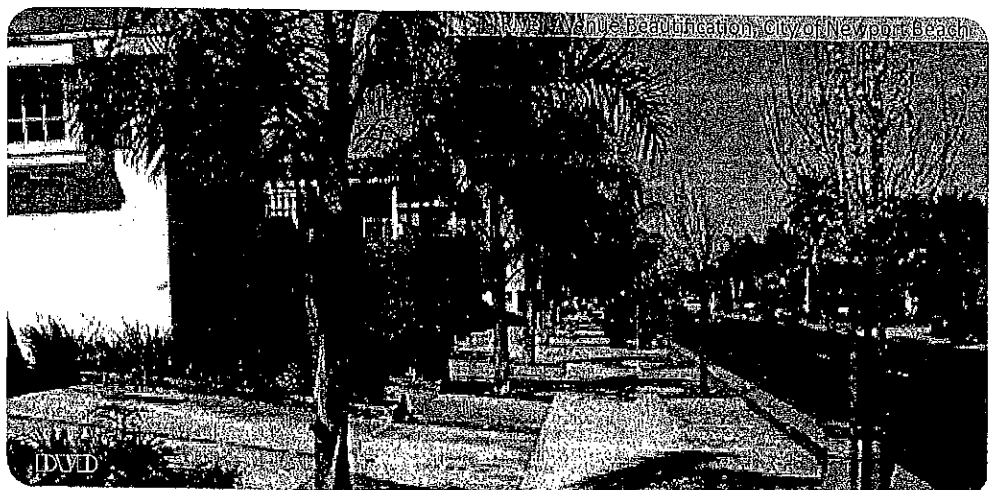
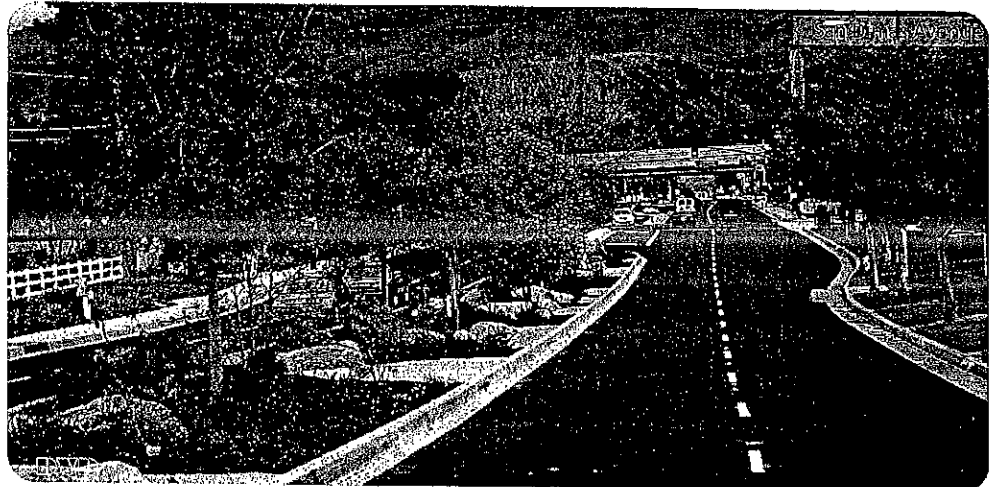
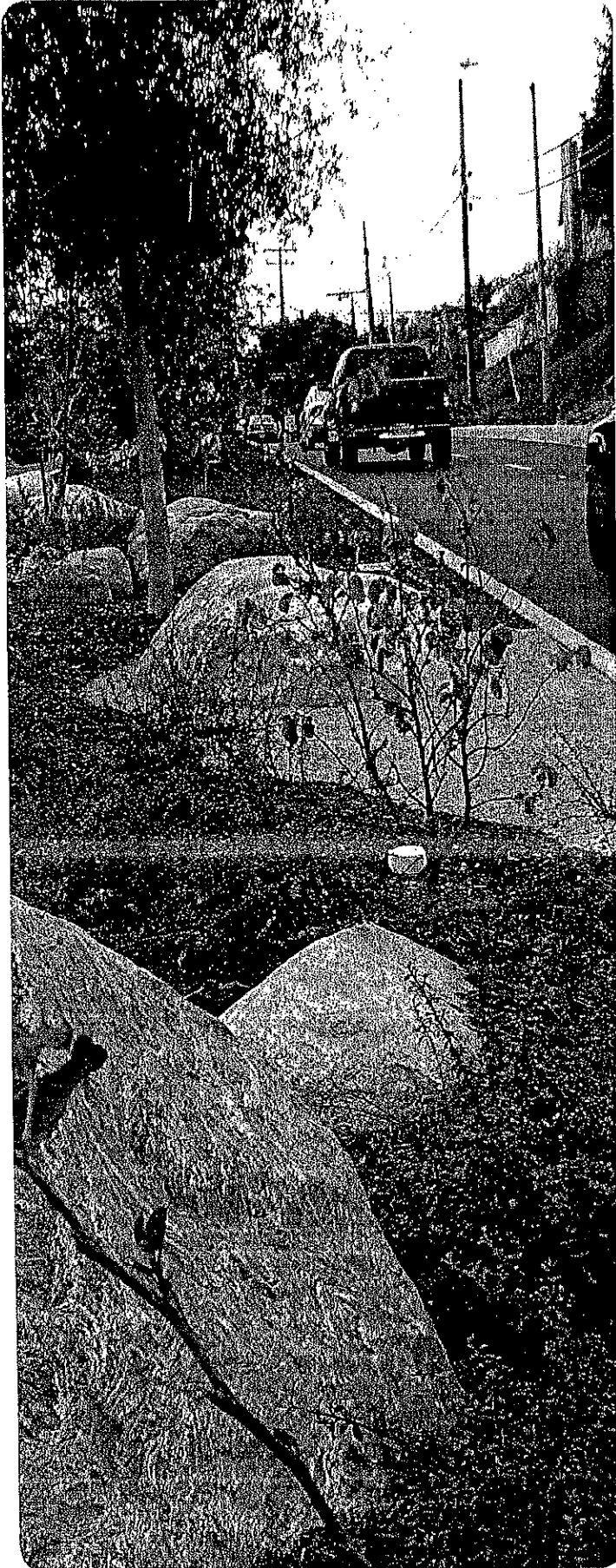


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Understanding
• Scope

Project Team
• Resumes

Experience

Schedule

Fee (Under Separate Cover)

May 10, 2012

www.dvolzdesign.com

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

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

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

RE: Harbor Boulevard Beautification Project

Dear Mr. Mejia,

The Beautification of Harbor Boulevard will be a great project for our city. As one of the main gateways to Costa Mesa this important entry point and commercial corridor deserves a concentrated aesthetic upgrade. David Volz Design has partnered with several nearby cities to improve major streets and highways. We bring a wealth of experience in street beautification. Recent award winning projects include Seal Beach Boulevard streetscape, River avenue Improvements in Newport Beach and multiple projects on Jeffrey Road and in the El Camino neighborhood of Irvine.

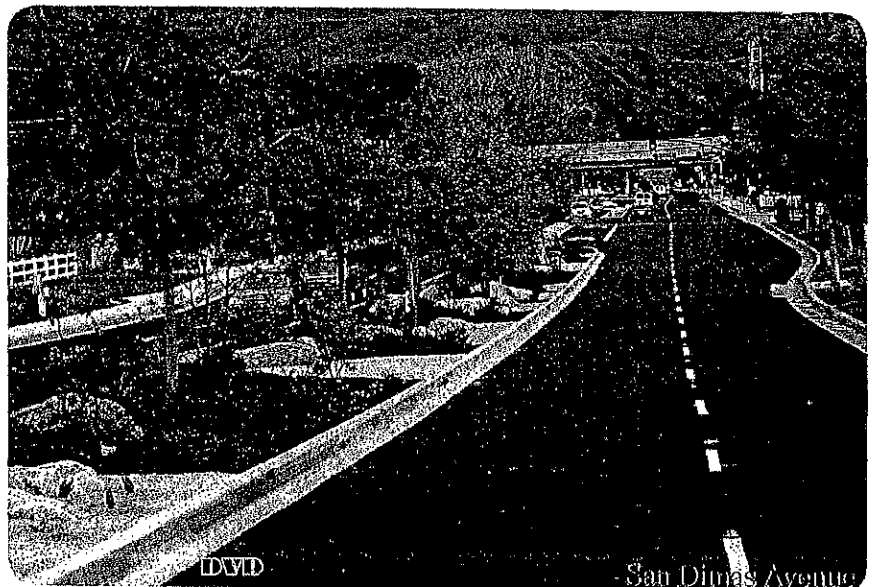
The DVD team is excited to see the vision of an improved Harbor Boulevard. Our designers are looking forward to working with the city to bring these ideas and the new landscape to fruition along this corridor. We understand the many challenges in constructing improvements in the public right of way. We bring to this project experienced and focused professionals with a strong vested interest in improving the community where we work and live.

DVD would be honored to receive this commission to implement the much needed improvements to Harbor Boulevard. Please find in this proposal our extensive resume of similar street improvement projects and our long list of public agency clients. Should you have any questions about this proposal please do not hesitate to call.

Very truly yours,
DAVID VOLZ DESIGN



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



FIRM INFORMATION

David Volz Design
Landscape Architects and Park Planners



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

Ever mindful of our role as stewards of the land, DVD's design philosophy includes careful consideration for realistic maintenance requirements and construction cost parameters. Our company also has the knowledge and understanding of the importance of protecting the environment not only to protect our resources but for our health and future generations. **DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer and Practitioner (QSD/QSP) company.** We understand the commitment we have to the public to deliver quality projects that offer a high return for the public funds invested; projects that can be maintained and deliver a lifetime of service to the communities they are built for.

Our philosophy also embraces any opportunity to interact with the public to create environments that meet their needs. This proven outreach has often been the catalyst for many of our most successful projects and allows us to seek inspiration that leads to creative and innovative solutions.

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

DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.
1511 Kalmus Drive, Suite 108
Costa Mesa, CA 92626
dvolz@dvolzdesign.com | Founded in 1997 | SBE

Phone: 714-641-1300
Fax: 714-641-1323

Contact: David J. Volz, Principal
dvolz@dvolzdesign.com

DVD PLANS, DESIGNS + MANAGES THESE PROJECT TYPES:

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



LEED Accredited

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

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



Seal Beach Boulevard



Pioneer Road Park, Tustin

DVD

UNDERSTANDING

Harbor Boulevard Beautification Project

City of Costa Mesa

David Volz Design proposes to implement the beautification project identified in the RFP and as specifically conceptualized in the Exhibit B street improvement plan mark-ups.

The following design elements will be addressed within the construction document package:

A. Baker Street to Gisler Avenue

1. New planter areas on both sides of the street.
2. Planting of Queen Palms strategically along the street.
3. Sidewalk adjacent plantings, colorful and water wise.
4. State of the art irrigation system.
5. Added plantings in the existing medians.
6. Sidewalk pavement enhancement at each palm tree.
7. Identify irrigation mainline routing and street crossings.

B. City entry sign near MacArther Boulevard

1. Remove existing city entry sign from median.
2. Install new city entry sign.
3. Install new LED lights with solar power.

C. Additional Street improvements south of Gisler Avenue

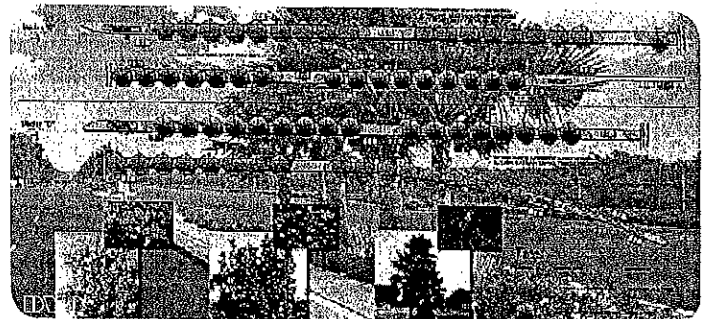
1. Install additional plantings of Queen Palms.
2. Identify locations to the extent that the project budget will allow.
3. No irrigation for these plantings.

David Volz Design has provided similar services for several prominent streetscape projects in nearby cities. We will prepare accurate and precise plans and specifications for the project. Our work will include utility notifications and extensive record drawing reviews. Field reviews will be conducted by our design team to verify conditions, observe and note potential conflicts, and review site drainage.

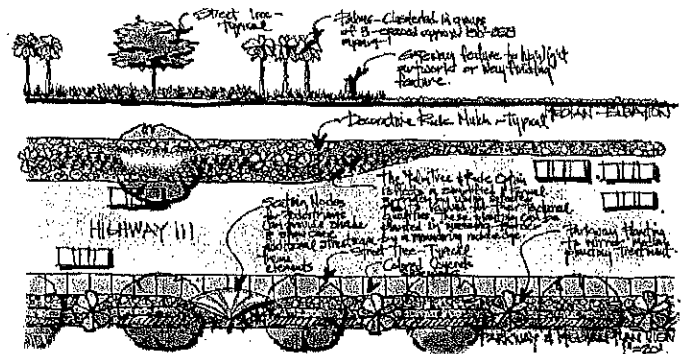


David Volz, ALA, LEED Accredited Professional, QSD/P

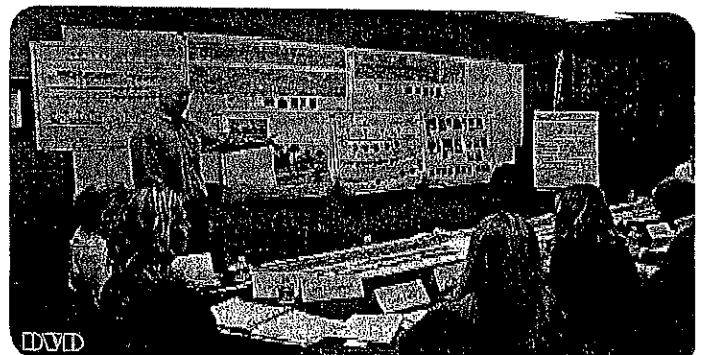
DVD will provide continuous value engineering reviews as the designs are developed. Opportunities for cost savings materials and measures will be reviewed often with city staff. Constructability reviews will also be undertaken through onsite review of existing conditions at the time the construction plans are submitted to the city of plan check.



Planting Plans, City of Seal Beach



Plan View, City of Indio



Citizens Advisory Panel Meeting, City of Newport Beach

SCOPE/WORK PLAN

Harbor Boulevard Beautification

City of Costa Mesa

A. CONSTRUCTION DOCUMENT DEVELOPMENT

TASK ONE - INITIALIZE CONSTRUCTION DOCUMENTS

- 1.01 Schedule verification
- 1.02 Program review and verification
- 1.03 Prepare base maps (from city supplied plans)
- 1.04 Utility coordination (per city procedures)
- 1.05 Specification outline
- 1.06 Product and plant materials submittal
- 1.07 Prepare budget estimate

TASK TWO - PREPARE CONSTRUCTION DOCUMENTS

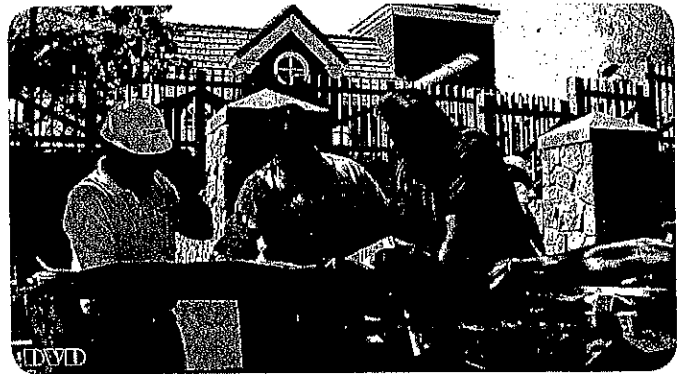
- 2.01 Prepare construction drawings
- 2.02 Prepare technical specifications
- 2.03 Prepare construction cost budgets
- 2.04 Submittal/review at 70% complete
- 2.05 Update budget estimate
- 2.06 Conduct project field walk and quality control review

TASK THREE - FINAL CONSTRUCTION DOCUMENTS

- 3.01 City project team review of work-to-date
- 3.02 Review plan check comments
- 3.03 Revise documents
- 3.04 Turn over of original plans and specifications

DELIVERABLES + MEETINGS

- Construction Plans
- Construction Technical Specifications
- Construction Budget Estimate
- Prepare Resident/Engineers File of Project Records
- City Staff Meetings As Needed



Construction Assistance, City of Cerritos

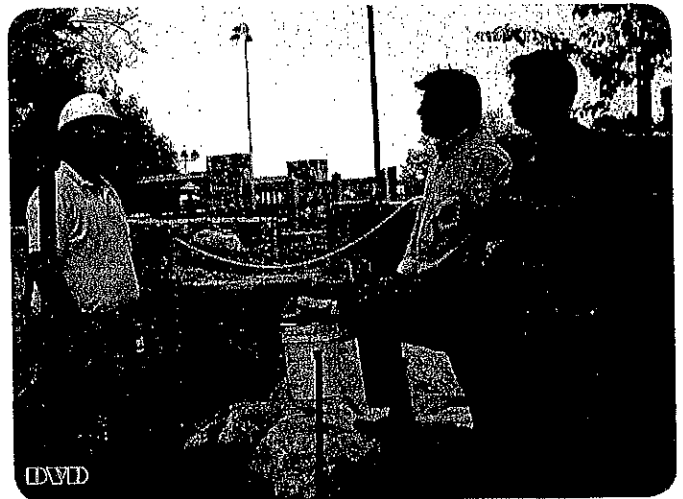
B. BIDDING AND CONSTRUCTION ASSISTANCE

TASK ONE - BIDDING ASSISTANCE AND CONSTRUCTION REVIEWS

- 1.01 Provide answers to pertinent pre-bid questions
- 1.02 Assist the city in evaluation of bids
- 1.03 Attend pre-construction meeting
- 1.04 Respond to project Requests for Information (RFI's)
- 1.05 Attend pre-construction meeting
- 1.06 Participate in construction progress meetings and prepare meeting summary notes
- 1.07 Prepare final punch list of construction plans

DELIVERABLES + MEETINGS

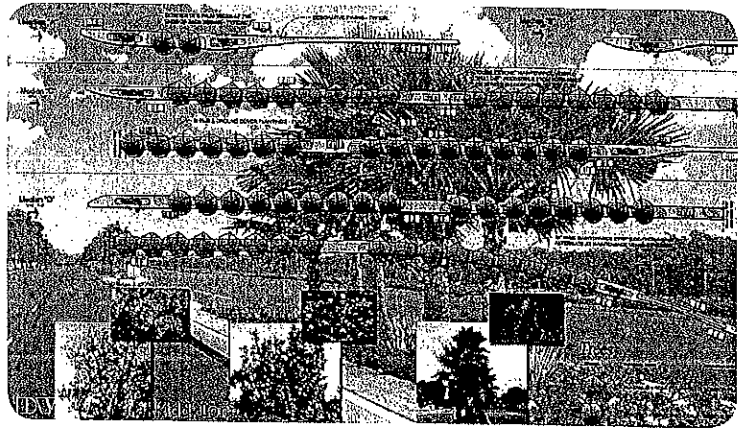
- Bidding Assistance
- RFI Responses/Instructions
- Meeting Summaries
- City Staff Meetings As Needed



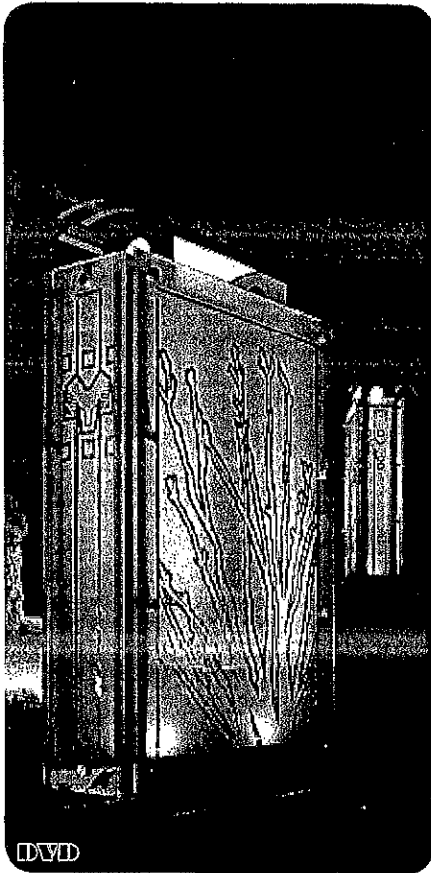
Construction Progress Meeting

PROJECT TEAM

DVD
David Volz Design
Landscape Architects and Park Planners



Our creative designers have the background and expertise to deliver outstanding Landscape Architecture services for the City of Costa Mesa's Beautification Project. For this work, we have assembled a highly qualified team of landscape architects and specialized design consultants.



Rancho Mirage Streetscape Beautification

DVD WILL DELIVER:

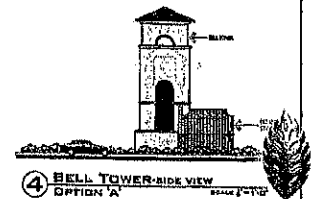
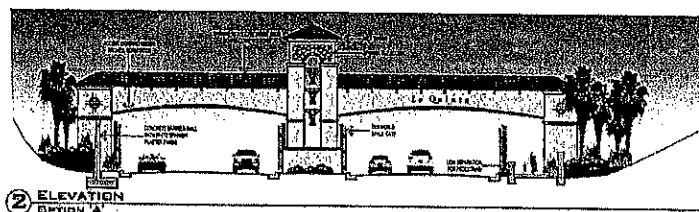
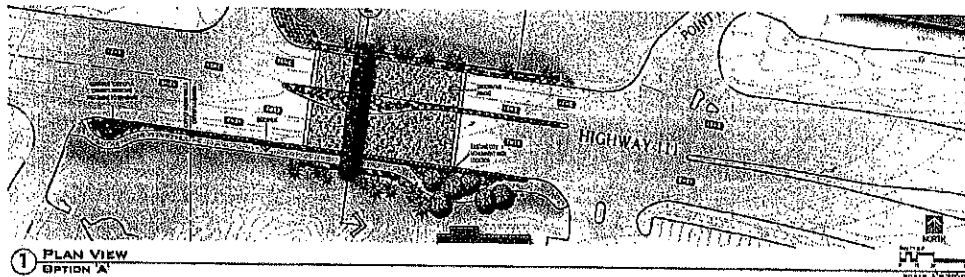
CREATIVITY - We will provide you with unique and innovative solutions which will meet and exceed the expectations of the city. The project designs we put forward will creatively address the sites' development requirements, sustainability, the unique relationship to the nearby neighbors, program priorities,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

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

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

INTEREST IN YOUR PROJECT - DVD is ready to take on your refurbishment and new park projects and bring them to successful completion. DVD is focused on delivering outstanding public facilities to communities throughout California. We have a special interest and history with Costa Mesa. Our team is dedicated to the success of your project!

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



Point Happy, City of La Quinta

DVD

PROJECT TEAM

STAFF + AVAILABILITY

DAVID VOLZ DESIGN

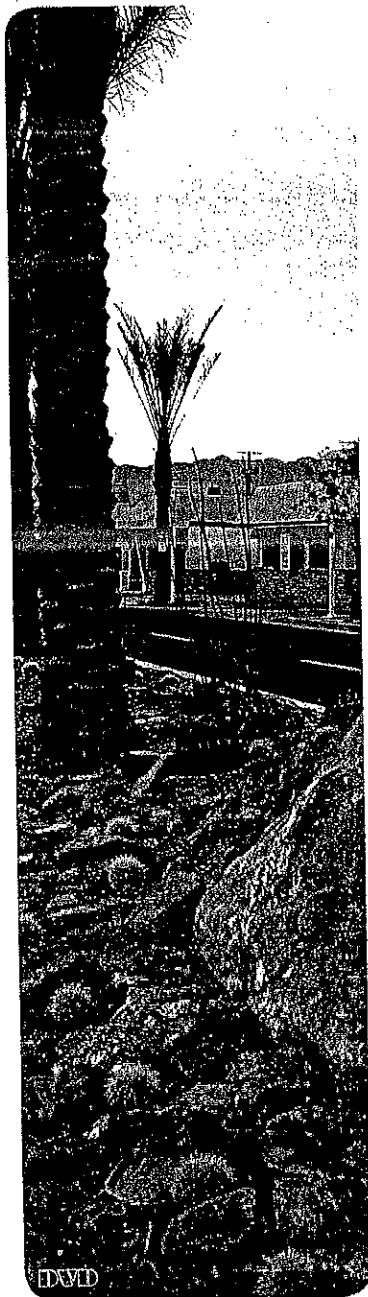


Your key team members will be David Volz as Principal in Charge, Gary Vasquez as Director of Design and Project Leadership. We also have on our team professional subconsultants that have worked with DVD on many of our projects. The core team and design professionals will remain available to the project as assigned from start up through project construction completion.

City of
Costa Mesa
Harbor Boulevard
Beautification

David Volz, ALA #2375
LEED AP, QSD/P
DVD
Principal In Charge

Gary Vasquez, ALA #3883
DVD
Director of Design



David Volz, LA # 2375, LEED Accredited Professional, *Principal in Charge*, has over 30 years of experience in the design of successful public landscapes and parks. He will be the director of this project. He has managed the master planning of hundreds of parks and recreational facilities. He has experience in the process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. A strong asset to Mr. Volz's management style is his approach to community outreach. He has a proven method of bringing the community into the design process where fostering sense of ownership is integral to DVD's park design program. His past experience includes numerous community defining park developments in dozens of cities. This work includes the CPRS Award winning Bell Gardens Sports Park, the Laguna Hills Community Center Park, Los Rios Park in San Juan Capistrano, Stanton's Veteran's Memorial and several other award winning park projects in cities and counties statewide.

Gary Vasquez, LA # 3883, *Director of Design*, has more than 20 years of experience in landscape architecture. He will work under the direction of David Volz providing creative design solutions to the challenges and opportunities that arise. His innovative and thoughtful designs will prove to be a great asset for your project. Mr. Vasquez has provided high quality project management on many of our firms' most successful and highly acclaimed park projects. His recent projects include project management, design, construction drawings and construction oversight for George Washington Park in Anaheim, Ford Park in Bell Gardens, Bryant Ranch in Yorba Linda, Dateland Park and Bagdoura Park in Coachella, and landscape plans for several projects including the APWA/CPRS award winning Bell Gardens Sports Park. In addition, the Los Rios Park he designed in San Juan Capistrano won the CPRS Award of Excellence along with the 2010 APWA Planning Excellence Award.



DVD

DVD

Veterans Memorial, City of Stanton

DVD

RESUME

David Volz

Principle in Charge
Landscape Architect
LEED AP, QSD/P



EDUCATION

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

REGISTRATION

Landscape Architect, California, #2975, 1988
Landscape Architect, Nevada, #499, 1996
LEED Certified, 2008
QSD/P, 2011

Mr. Volz is a LEED Accredited, registered landscape architect and has more than 25 years of extensive experience in public works and private sector projects. He has managed over \$200 million worth of public works design projects including the master planning, design, and construction development of numerous municipal projects for over 100 public agencies in California.

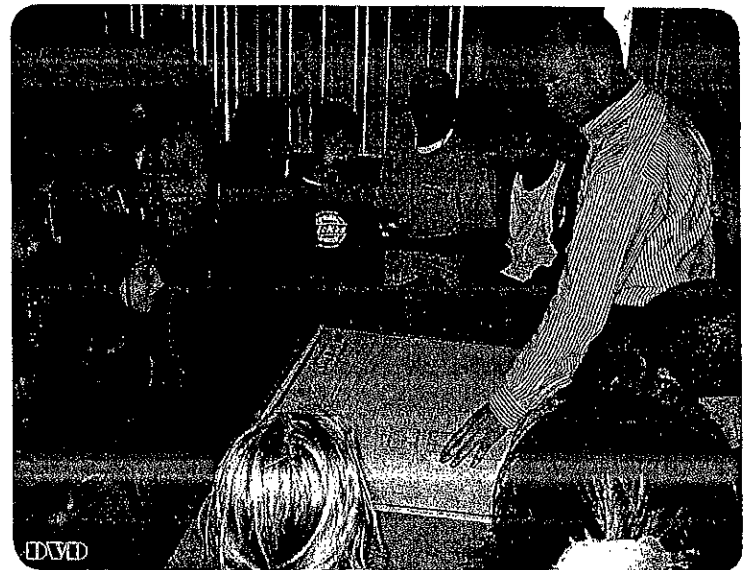
Mr. Volz has experience in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. His extensive knowledge of landscaping materials and vegetation is often called for at commission meetings and in council reports for agencies he has served on.

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

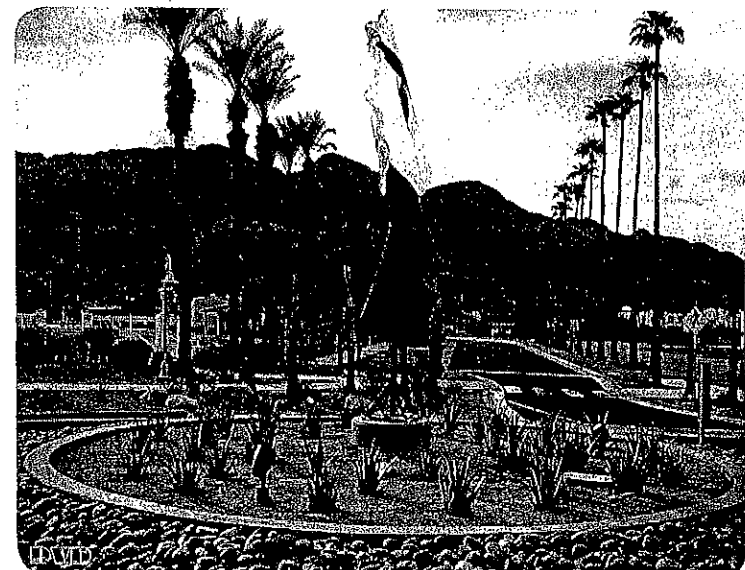
Park project experience, encompassing neighborhood and community parks, is only one of Mr. Volz's design focus. Serving in various capacities from principal-in-charge to designer, he has designed and managed several award winning public works projects for cities, school districts and public agencies throughout California.



Seal Beach Boulevard



Community Outreach



Roundabout, City of La Quinta

To see additional project experience from David Volz,
see our website at www.dvolzdesign.com

D.V.D.

RESUME

Gary Vasquez

Director of Design
Landscape Architect
ASLA



EDUCATION

MLA Landscape Architecture, 1989
California Polytechnical University, Pomona
BS Ornamental Horticulture, 1986
California Polytechnical University, San Luis Obispo

REGISTRATION

Landscape Architect, California, #3883, 1992

Mr. Vasquez has more than 20 years of experience in landscape architecture working on projects for public agencies ranging from recreational design to master plan studies. His design abilities have proven to be innovative, unique, and award-winning. He has just been Awarded the 2011 Designer of the Year Award.

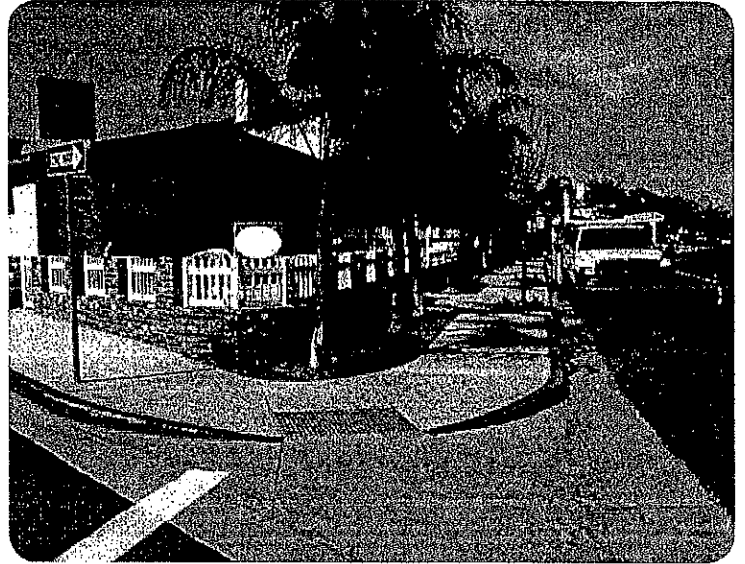
AWARD WINNING PROJECTS

- Bell Gardens Sports Park
City of Bell Gardens
* CPRS AWARD OF EXCELLENCE *
- George Washington Park
City of Anaheim
* CPRS AWARD OF EXCELLENCE *
- Heritage Island Park Rehabilitation Project
City of Cerritos
* CPRS AWARD OF MERIT *
- Laguna Hills Community Center
City of Laguna Hills
* CPRS AWARD OF EXCELLENCE *
- Los Rios Park
City of San Juan Capistrano
* CPRS AWARD OF EXCELLENCE *
* APWA PLANNING EXCELLENCE AWARD *
* APA AWARD OF EXCELLENCE*
- Martin Luther King Jr. Park
City of Oceanside
* CPRS AWARD OF EXCELLENCE *
- Pioneer Road Park
City of Tustin
* OC PLAYGROUND OF THE YEAR 2012*
* NRPA PARK DESIGN AWARD *

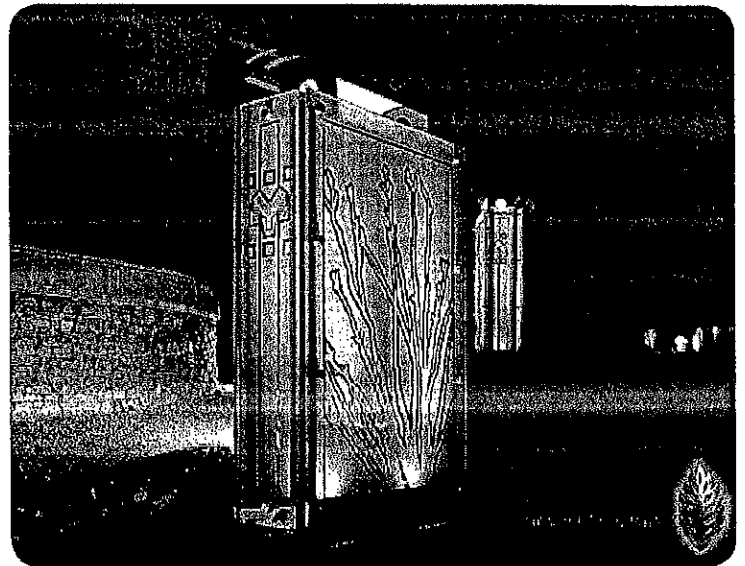


Award Winning Symbol

To see additional project experience from Gary Vasquez,
see our website at www.dvolzdesign.com



River Avenue, City of Newport Beach



Rancho Mirage City Hall Road Entry



Newport Beach Improvements

DVD

FIRM EXPERIENCE

Point Happy City Entry

City of La Quinta

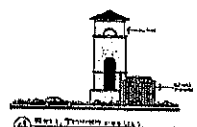
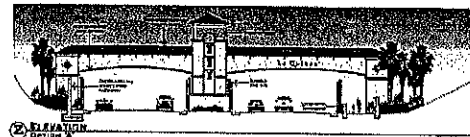
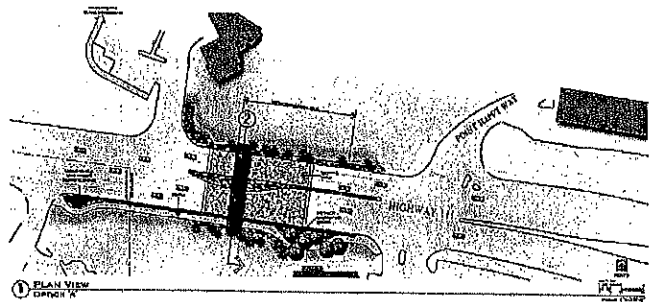
STREETSCAPE HIGHLIGHTS

- Low Maintenance + Drought Tolerant Plantings
- Sculptural Rocks + Plant
- Decorative Street Paving + Walls

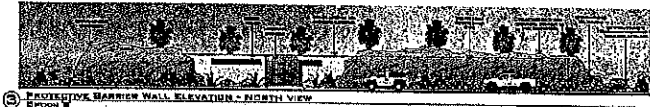
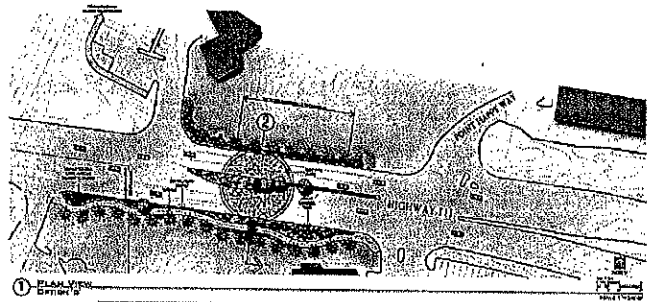
PROJECT SUMMARY

The David Volz Design team played an integral role assisting the City of La Quinta in designing a highly visible city entry statement along heavily traveled Highway 111. The design team generated multiple design concepts that included plan and elevation views for the parkways and median islands. These concepts also included decorative street paving. In addition, DVD prepared cost estimates and rendered presentation graphics to define a vision and assist city staff and public officials with their decision making process. The selected concept contained design elements similar to the architectural styling found at the nearby La Quinta Resort. Walls, bell towers, arch columns and accents plantings would be reintroduced along highway 111 to create a beautiful city entry statement to welcome visitors. DVD then prepared construction documents and specifications for Phase 1 of this project. The construction documents included parkway walls, decorative street paving, plantings, and irrigation for the parkway and medians. The bell towers, columns, arch features and additional accent plantings will be realized soon in the future.

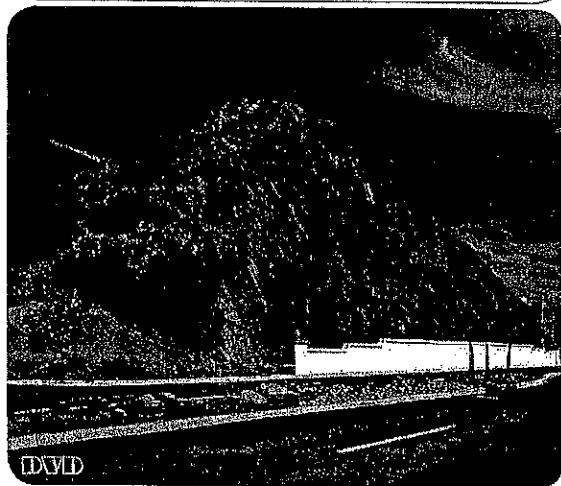
Final Cost | Final Construction Pending
 Date | Present
 Contact | Tim Jonnason | 760-777-7042



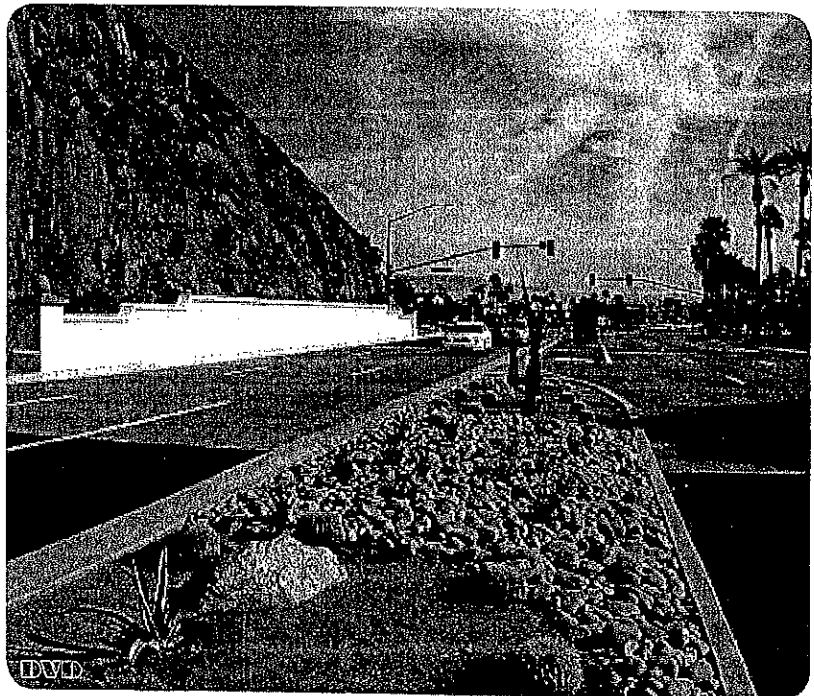
OPTION 'A'
City Council Preferred Option



OPTION 'B'



Street Widening + Aesthetic Treatment of Point Happy Mountain



Project Phase One Improvements



FIRM EXPERIENCE

River Avenue Improvements *City of Newport Beach*

PROJECT SUMMARY

DVD worked with the City of Newport Beach to create a verdant and walkable neighborhood. The work took place along River Avenue from Balboa Boulevard to just past 54th Street. Previously, pedestrians had to traverse narrow sidewalks and were often forced into the street because driveways were so short that parked cars would block paths. Now, the sidewalks are 6 feet wide and driveways have been extended. In addition, several residents had constructed walls that jutted into the public right-of-way; crews relocated them back to the property lines and in some cases installed palm trees in the new space. Numerous planters were built along curbs, brightening up the hard-scape with flowers and trees. "The area has definitely undergone a transformation,"

Final Cost | \$250,000
Date Completed | 2011
Contact | Mike Sinacori | 949-644-3342



FIRM EXPERIENCE

West Newport Street + Landscape Improvement Project *City of Newport Beach*

PROJECT HIGHLIGHTS

- Community Outreach Design Approach
- Beautiful Architectural Details
- Cohesive Design Among Multiple Streets
- Sculptural Accent Plantings
- Low Impact/Stormwater Management
- Traffic Calming Medians
- Low Maintenance and Drought Tolerant Plantings

PARK SUMMARY

David Volz Design was commissioned by the City of Newport Beach to lead a Citizen's Advisory Panel (CAP) to design new and improved western gateway landscapes for the city. The panel included the mayor pro-tem and a select committee of local residents and business owners. The project included the critical intersection of West Coast Highway and Balboa Boulevard. Through a series of public meetings, the ideas for a new aesthetic treatment along these streets emerged. A new major gateway with entry monuments, walls, upgraded sidewalks, and beautiful new landscape enhancements were envisioned and approved. The two mile stretch of West Coast Highway is to receive all new landscape treatments with new medians, and right-of-way plantings. The planned scheme calls for palm trees to define the intersections, flowering trees to accent the medians and street edges with waves of colorful shrubs rolling through the landscape. Innovative storm water retention and cleaning strategies will be a part of the envisioned low impact design implementation.

The intersection of West Coast Highway at Balboa will be accented with new bus stops, landscaped screen walls and new monument signage. This landscape and street enhancement will highlight Hoag Hospital's frontage and the commercial zone.

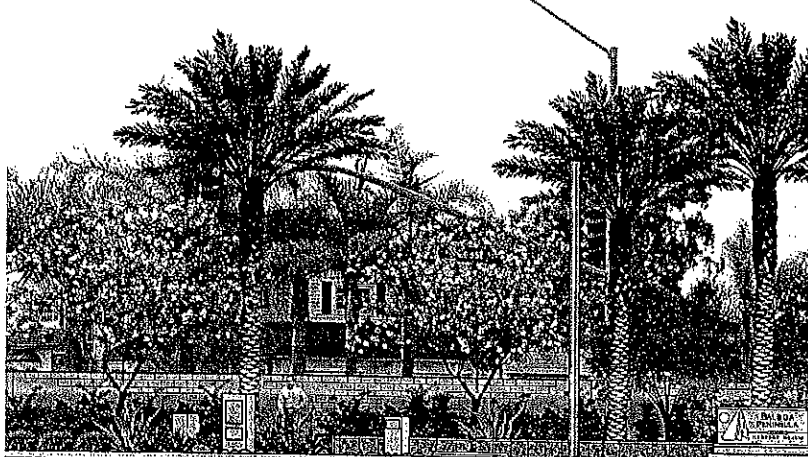
Balboa Boulevard will be designed to provide a more pedestrian oriented thoroughfare. Traffic calming and sidewalk improvements are paramount in this more intimate landscape. The

trees selected are in scale with the pedestrian ambiance. The plant material has detail and texture. In addition, there will be planted "green" walls to screen unwanted views and curbside plantings to separate pedestrians from street traffic. The tall iconic fan palms that can be seen from the uphill streets will be retained. New medians and street edge landscapes and pavement will greet bus riders and the residents of this seaside neighborhood.

Superior Avenue will also be upgraded with new and interesting traffic barrier walls that replace the Caltrans style "K" rail. New plantings will be reminiscent of the seaside location while respecting views of the ocean.

At this point in time, the CAP has recommended this multimillion dollar improvement package to the city council and initial stages of this phased project could begin construction later this year.

Final Cost | Final Construction Pending
Date | Present
Contact | Mike Sinacori | 949-644-3342



Southwest Corner of PCH + Balboa Elevation Artist Rendering



Balboa Boulevard Perspective Artist Rendering

FIRM EXPERIENCE

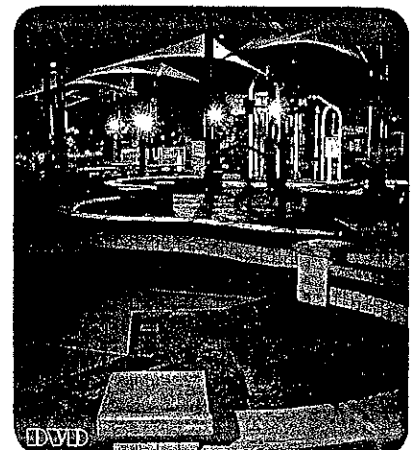
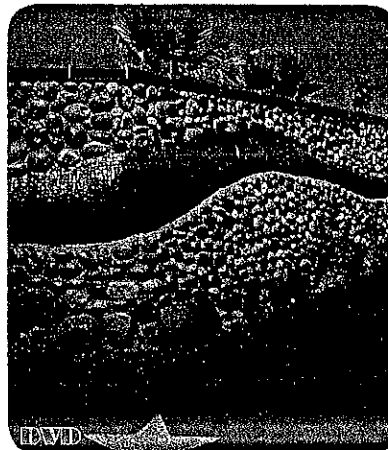
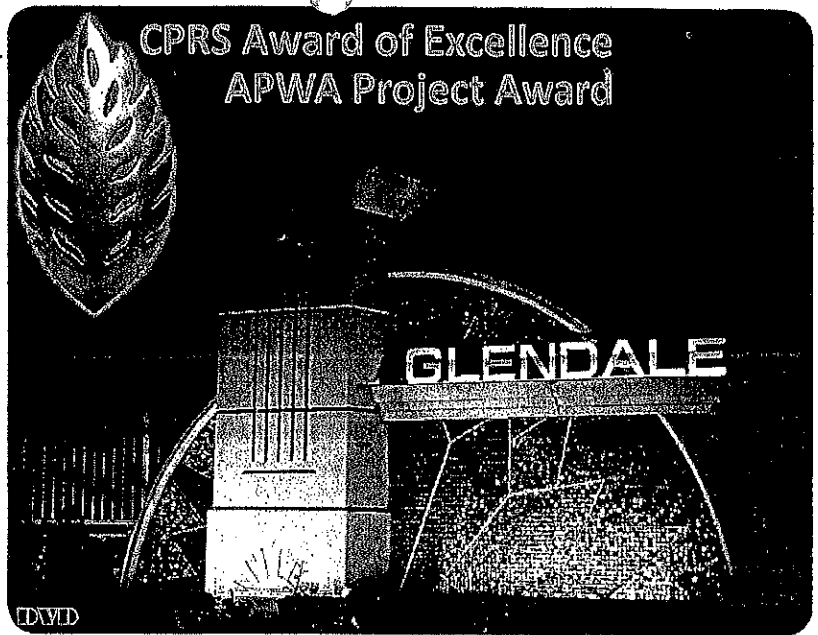
City Entry Monument + Cerritos School Park City of Glendale

ENTRY MONUMENT + PARK HIGHLIGHTS

- Community Outreach Design Approach
- Art Deco Design
- Iridescent City Monument Sign
- Shade Structure
- Beautiful Night Illumination
- Splash Pad
- Custom Tile Stage
- Dramatic Street Sign Monument

PROJECT SUMMARY

This small but beautiful park is packed full of character and interest. The park's most predominant feature is a large entry monument that serves as a welcoming gateway to the south end of the city. It incorporates a sparkling 18' wide sunburst in iridescent glass tile. An artfully designed rock cobble wall is also accented with a swoop of cosmic iridescent glass tile. The play areas include a rocket ship and splash pad with an interactive piano game. Other park amenities include a tile stage and a night-illuminated shade structure. This park has become a wonderful place to visit not only during the day but also at night. Security lighting was designed to be functional and beautiful. Residents now have picnic dinners and socialize into the evening. During the day, the park is used by the adjacent school. A perimeter fence allows children to play safely in the creative, outdoor space. This park has truly met user needs by providing a usable, durable, and beautifully lush atmosphere in an area lacking green space.



Final Cost | \$ 2.1 Million
Size | 1.3 Acres
Contact | Shahan Begoumian | 818.548.3796

DVD

EXHIBIT B
FEE SCHEDULE

EXHIBIT B: PROFESSIONAL FEE

David Volz Design proposes to provide the service identified in our written Understanding and Work Plan for the Harbor Boulevard Beautification Project. The services will be provided per the following schedule. The fees are lump sum for the identified professional services.

Professional Services

Task One:	Initialize Construction Documents	\$15,000.00
Task Two:	Prepare Construction Documents	\$15,000.00
Task Three:	Final Construction Documents	\$ 3,000.00
	Professional Services Total:	\$33,000.00

City of Costa Mesa's Contingency

Services to be assigned by City	\$ 5,000.00
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Reimbursables

Printing and Reprographics Budget (reimbursed at cost plus 15%)	\$ 2,500.00
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EXHIBIT C
PROJECT SCHEDULE

EXHIBIT C: PROJECT SCHEDULE

A. Construction Documents

Task 1: Initialize Construction Documents	4 weeks
Task 2: Prepare Construction Documents (70% submittal)	4 weeks
City Review	as needed
Task 3: Final Construction Documents	3 weeks
City Review	as needed
Final PS&E	1 week

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2012

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

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

PRODUCER Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		CONTACT NAME: Aimee La Rue PHONE (A/C No. Ext): (714) 731-7700 FAX (A/C No.): (714) 731-7750 E-MAIL ADDRESS: Aimee@cornerstonespecialty.com	
INSURED DAVID VOLZ DESIGN LANDSCAPE ARCHITECTURE, INC. 151 Kalmus Drive, Ste. M-8 Costa Mesa CA 92626		INSURER(S) AFFORDING COVERAGE INSURER A: RLII Insurance Company INSURER B: Liberty Insurance Underwriters INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13056 19917

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL ISBR: INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADDTL INSURED/PRIMARY <input checked="" type="checkbox"/> BLNKT WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	PSB0001408 PER FORM #PPB6040610 AS REQUIRED BY WRITTEN CONTRACT CONTRACTUAL LIAB INCLD	3/14/2012	3/14/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PSB0001408	3/14/2012	3/14/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A PSW0001346	3/14/2012	3/14/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY Claims Made		AEA100668-0001	3/14/2012	3/14/2013	EACH CLAIM \$1,000,000 ANNUAL AGGREGATE \$2,000,000

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

RE: Harbor Blvd Beautification Project. Certificate Holder is Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER

CANCELLATION

BMejia@ci.costa-mesa.ca.us City of Costa Mesa Attn: Bart Mejia 77 Fair Drive Costa Mesa, CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aimee La Rue/AIMEEL
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

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

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.