

**PROFESSIONAL SERVICES AGREEMENT  
CITY OF COSTA MESA**

THIS AGREEMENT is made and entered into this 14 day of ~~April~~<sup>MAY</sup>, 2013 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and David Volz Design, a California Corporation ("Consultant").

**WITNESSETH:**

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide architecture and design services for Lions Park, 570 West 18th Street in Costa Mesa, CA 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 participating 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 affected department of the City. 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 time hereinafter specified. Evaluations of the work will be done by the City Representative or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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 confidential data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement 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, City shall pay Consultant the amounts specified in Exhibit "A" but not to exceed Forty-nine thousand, seven-hundred ninety-five dollars (\$ 49,795.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or in an amount exceeding \$49,795.00 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 Project Manager 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 "B," 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 10 months ending on January 14, 2014, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated 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 retroactive 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, 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 Drive  
Costa Mesa, CA 92626  
Tel: 714-641-1300  
Fax: 714-641-1323  
Attn: David Volz

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: 714-754-5156  
Fax: 714-754-5330  
Attn: Robert Staples

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 "C 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

[Redacted Signature]

City Manager of Costa Mesa

Date: 5.14.13

CONSULTANT

[Redacted Signature]

Signature

Date: 5-1-13

David J. Volz, President

Name and Title

[Redacted Social Security or Taxpayer ID Number]

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

[Redacted Signature]

Date: 04/23/13

APPROVED AS TO INSURANCE:

[Redacted]

Date: 4/25/13

APPROVED AS TO CONTENT:

[Redacted]

Date: 04/25/13

Project Manager

[Redacted]

Date: 5.10.13

Public

Director

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

# PROPOSAL

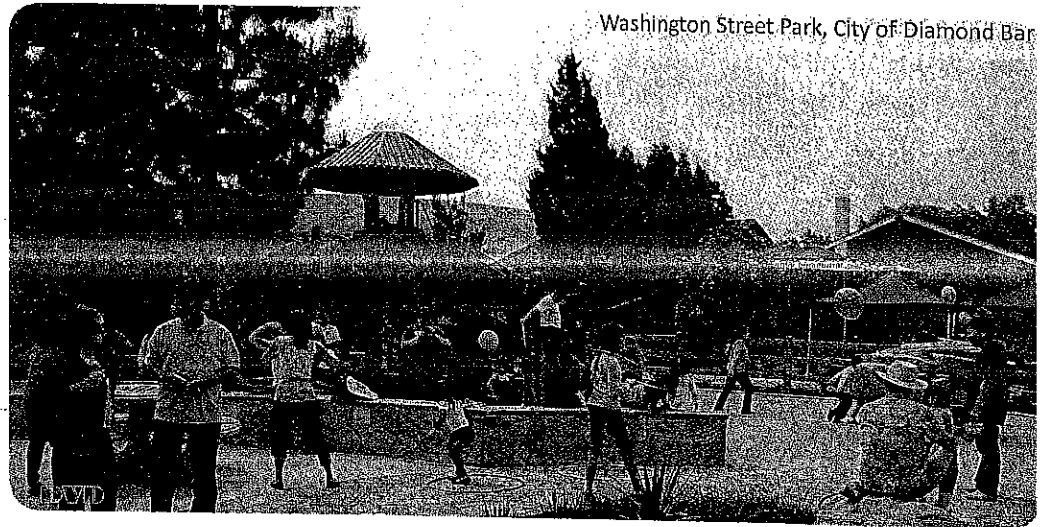
## City of Costa Mesa

### Lions Park

February 15, 2011

**David Volz Design**

151 Kalmus Drive, Mil  
Costa Mesa, CA 92626  
Phone: 714-641-1300  
Fax: 714-641-1320  
dvolz@dvolzdesign.com



February 15, 2013



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. M1  
Costa Mesa, CA 92626  
phone 714.641.1301  
fax 714.641.1321

**Coachella Valley Office:**  
78060 Calle Estada  
La Quinta, CA 92253  
phone 760.580.5161  
fax 760.564.0361

RE: Professional Landscape Architecture and Design Services for Lions Park

Dear Mr. Mejia,

Costa Mesa has a great inventory of parks and public landscapes. The creative designers at David Volz Design are proud that our team has been commissioned on several of these projects to help make our city's greenspace beautiful and special. My firm and I would be honored to work with our community and civic leaders to develop a creative and inspired master plan for the Lions Park green space and play area.

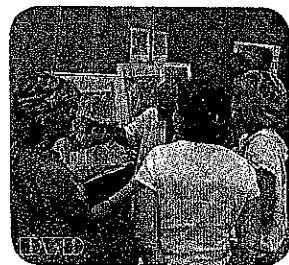
DVD has a resume of hundreds of outstanding community park designs. We have identified in this proposal several recent and ongoing projects for you to review. We have tailored our proven community inspired design program for this park and this community. And we have assigned an immensely qualified in-house team for the design of Lions Park's master plan. DVD will deliver an outstanding and inspired plan that brings forward community consensus and that will meet the expectations of your commission and council. As you review our expertise and experience, please consider the unique and proven benefits of David Volz Design:



**1. EXPERIENCE ON SIMILAR PROJECTS** – DVD has been commissioned to lead hundreds of public park master planning projects. This body of work has resulted in the award scores of design awards. The public projects we have been working on recently include: refurbishment of four parks for Irvine, the design of three new community parks for Glendale, two parks in Lawndale, four parks in Lynwood, San Juan Capistrano's Los Rios Park, a new sports complex in Stanton, a new park in Diamond Bar, and beautiful new pathways, infrastructure and gardens for South Gate's community center park. The City of Long Beach recently opened the DVD designed Admiral Kidd Park. This park was a featured stop on the CPRS Park Operations Tour in March of 2012.



**2. QUALIFICATIONS OF THE DESIGN TEAM** – I, David Volz, will lead the design input process. My firm has specialized in the delivery of public projects including dozens of CPRS Award-winning parks. Mr. Gary Vasquez, DVD's Director of Design, will provide the creative flair that makes DVD's parks special places for play and recreation. Together, we will lead a team of landscape architects who are dedicated to public landscape design and who have extensive park planning experience.



**3. REFERENCES** – We have included ten specific client references; city officials who have direct experience with the DVD team on similar projects. Also, in the appendix section, we have included dozens of letters and quotes of recommendations from recent public agency clients who have high praises for our firm.

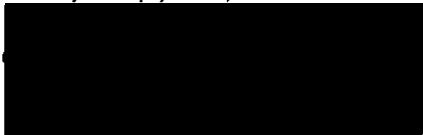


4. **RESPONSE TO THE PROJECT CHALLENGES** – The design expertise required for this important park master plan program is matched by DVD's offerings in this proposal. Our team has carefully reviewed the site, identified development opportunities and provided, in this proposal, a proven strategy for developing a community inspired program and master plan for Lions Park. Park planning is our passion and we will provide outstanding service on this important commission.

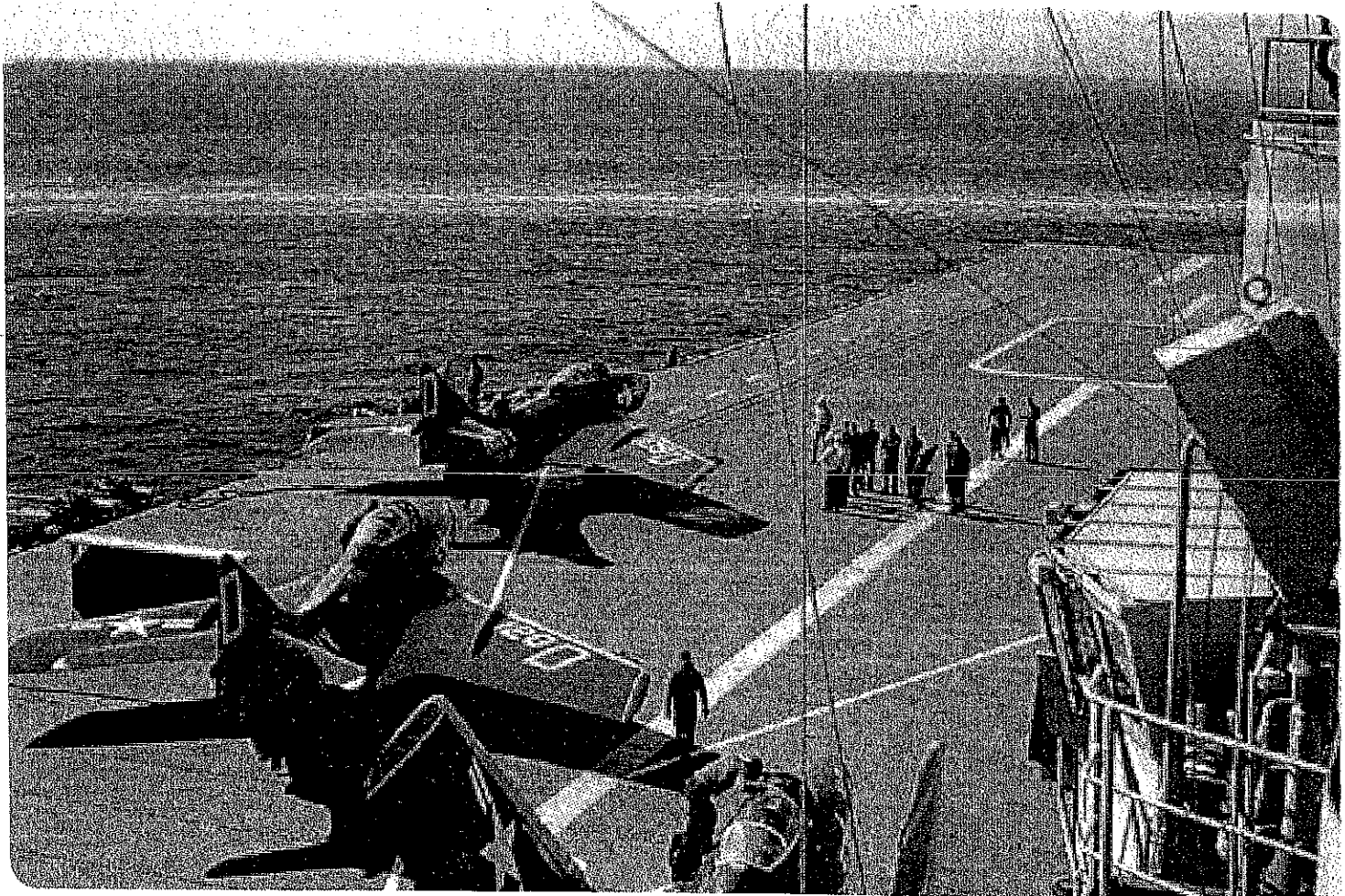
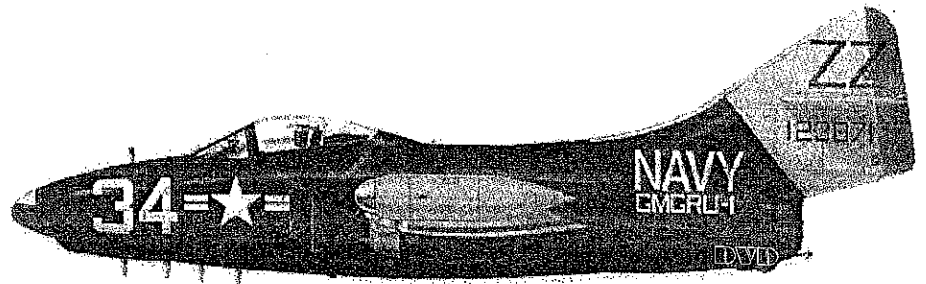
David Volz Design has a very creative park planning team who has designed hundreds of community parks and public landscapes. We highly value our on going relationship with Costa Mesa, our home city. Our desire to be Costa Mesa's design partner for this Lions Park improvement project will be evidenced in our energy and enthusiasm every step of the way.

My firm and I look forward to working with your city's team and the citizens of Costa Mesa on this exciting and important park project.

Very truly yours,



David J. Volz, AIA # 2575  
LEED Accredited Professional, QSD/QSP



F9F Panther preparing for take-off on aircraft carrier



# UNDERSTANDING

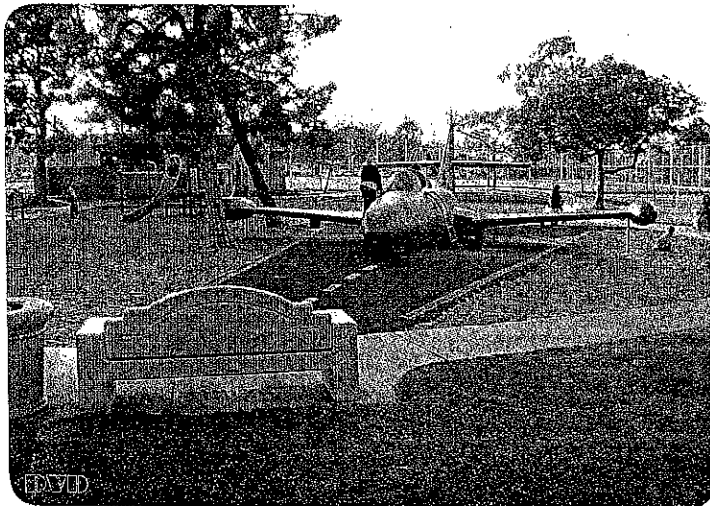
## Lions Park

City of Costa Mesa

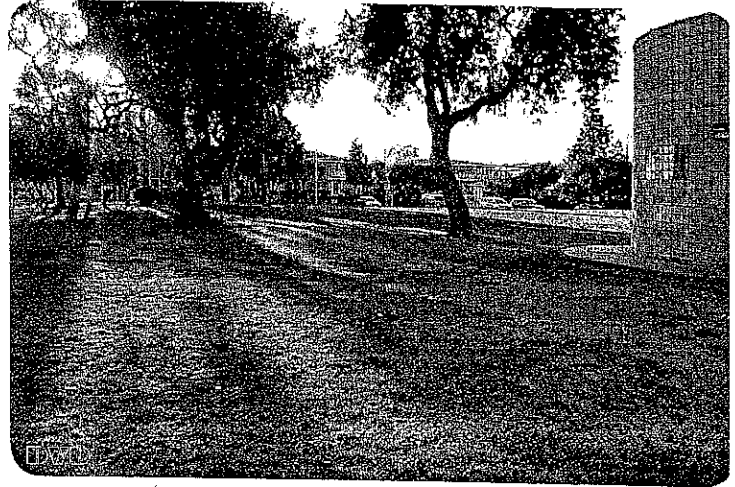
The David Vola Design team has helped scores of communities and municipalities to define and develop their special public spaces DVD has brought forward, from focused community input, inspired designs that help to define these communities. The DVD team believes that Lions Park offers outstanding opportunities for place making and for memorable family recreation experiences. Our designers are already visualizing some great concepts and ideas to explore with the neighborhood and the community.

Lions Park is a great and beloved park. There are so many recreational opportunities throughout the park that it seems like the park is many small parks in one. The contemplated project and the conceptual designs should take note of the many park components, and through the new design, bring a stronger sense that the whole 12 acre property is one large community asset. With this overriding premise DVD envisions many opportunities to upgrade and improve the play lot and the southerly park green space. With the large picnic shelter removed from the project area there is a great opportunity to re-envision a family focused south east quadrant, of Lions Park. The following are a few initial ideas from the DVD studio:

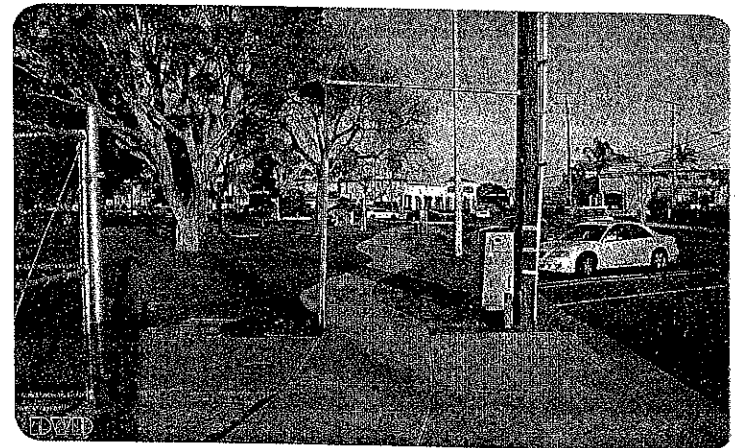
1. The plane, an F9F Panther Jet, is an iconic and fun centerpiece of Lions Parks' children's play lot. It offers challenging and creative play experiences that are very unique. Building upon the airplane theme to create a unique play space would be a great exercise to undertake with the neighborhood and stakeholders. DVD has developed several interesting and themed play spaces, including play spaces with airplanes!



2. Green open space is important within this highly developed park. New walkways and the exercise path should carefully consider how the spaces might be used by the community and expanses of green grass should be accessible and inviting spaces.



3. The edges and the walkway system that surrounds the project limit area offers a great length for walkers and joggers. Creating a soft surface running track next to paved sidewalk has been successful in other park improvement projects. Attracting fitness enthusiasts to frequent the park perimeter would add a desirable and frequent community use of their park.

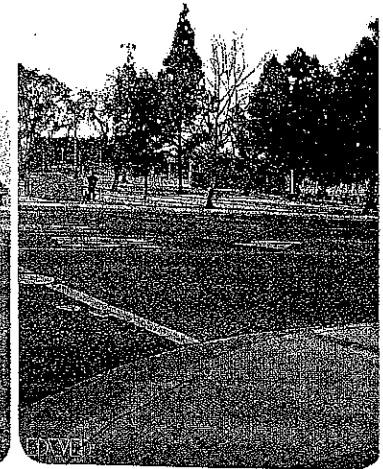
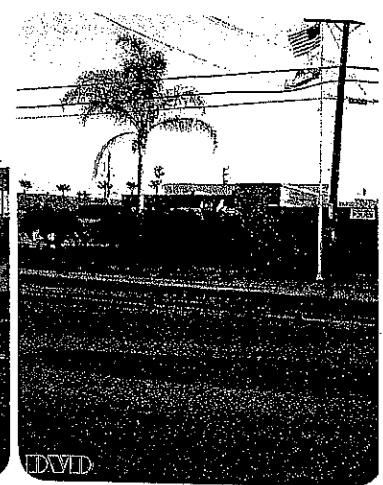


# UNDERSTANDING

## Lions Park

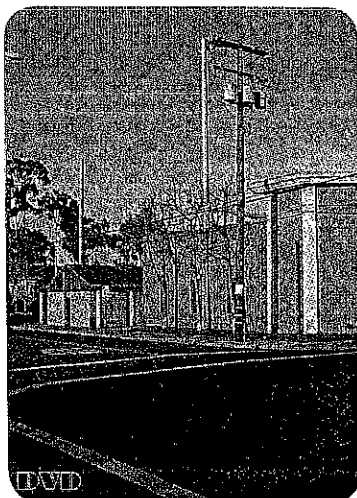
City of Costa Mesa

4. This portion of Lions Park has many very nice mature trees these must be carefully considered and highlighted where possible in the concept plan development.



5. Connections to adjacent facilities and safe and inviting park gateways will strengthen visual and physical ties to the nearby community. Connections to the adjacent neighborhoods, apartments, commercial spaces and transportation nodes should all be considered. Accentuating the parks' project area corners at 18th street would welcome and better connect the park to the Girls Inc. facility, the neighbors to the south and west, to the police substation and adjacent public parking lot and to the commercial zone and apartments to the east.

6. Connections to the parks many buildings and spaces would encourage walkers and park users to circulate throughout the park. Better visibility between the south green space and the library fountain would be one great opportunity. Maybe a grand promenade that meanders from the corner at Park Avenue and 18th Street past the new airplane play lot, along the improved maintenance way around the community center to the library plaza could be designed. In particular a widened path between the pool and the back of the community center would be a great amenity to propose to the park user community.

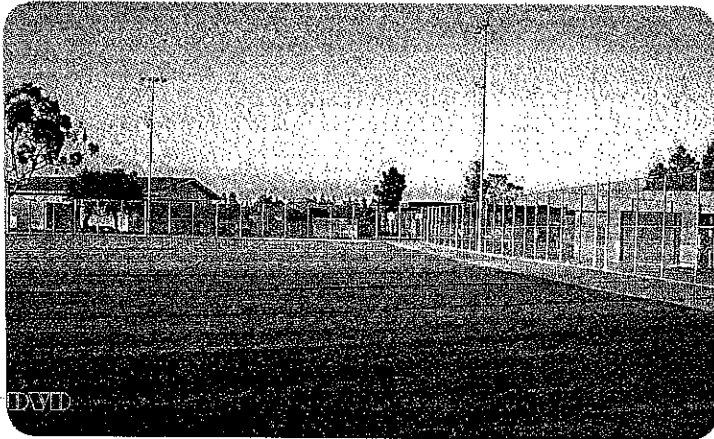


# UNDERSTANDING

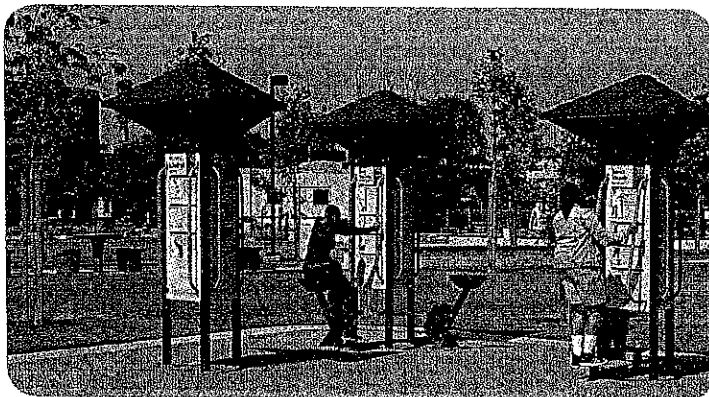
## Lions Park

City of Costa Mesa

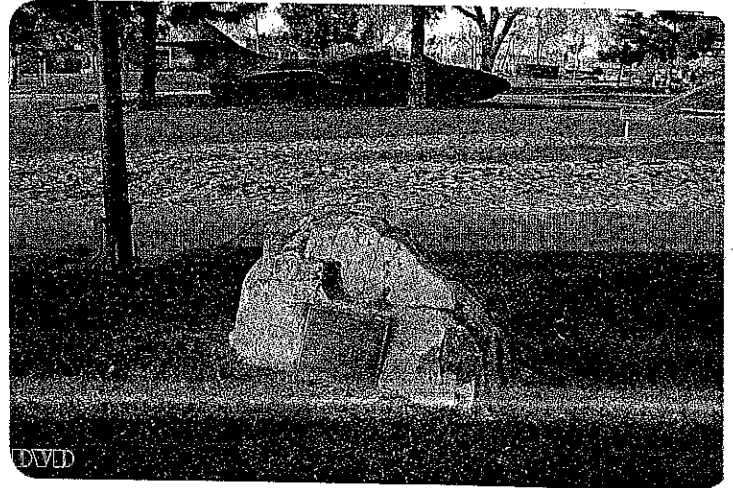
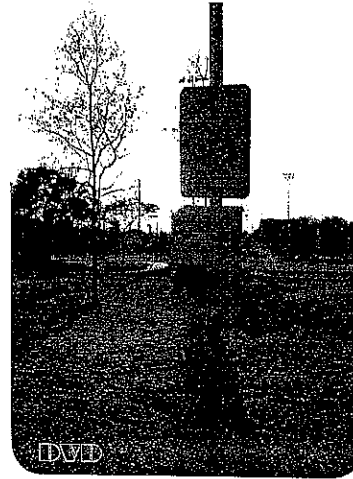
7. Davis field is a great asset for Costa Mesa's baseball and soccer enthusiast. It is unfortunate that in order to keep the field in good condition the large fence needs to stay up all year long. Some brainstorming with the community may bring to light how this field space can be integrated into the rest of the park.



8. Exercise equipment along a fitness route has been a favorite fixture for several recently developed parks DVD has designed. We find that clustering two or three apparatus together adds to the social aspect of being outside in the park enjoying the facility with like minded folks.



9. Signage, wayfinding and recognition information should be a part of the design. Integration of information into walls or kiosks is a bit more elegant approach than signs on poles.



10. Reconfiguring the green space and relationships between facilities would open up the project area for a complete makeover. Does the restroom facility have to be that big now that the picnic shelter is gone? Does the restroom and play area and plane have to remain in the middle of the green space? Smaller family picnic spaces might be placed around a grass meadow with the plane repositioned as an inviting and exciting park monument closer to the Park Avenue and 18th Street corner. Car interesting viewing stands be added for the soccer field? These and many other questions should be asked of the community and park neighbors.

All these ideas and more will be considered under the DVD Community Inspired Design Program. Special emphasis will be placed on elements that could attract grant funding, these will be highlighted in the master plan and report.

**DVD**



# PROJECT PLAN

## Lions Park

City of Costa Mesa

Our initial community meeting will be as participatory community brainstorming session focused on gathering ideas for developing a site program. Our preparation for this input, will include the review the plans and documents related to this park site. We will gather "seed" ideas from city staff and from our own site reviews. Our team will assist in the preparatio of notices and graphics to get the word out and invite the community to help design their park.

### QUESTIONS WE WILL ASK THE COMMUNITY AT THE INITIAL COMMUNITY DESIGN WORKSHOP

- What would be appropriate improvements for this area of Lions Park?
- What facilities are wanted and needed to support the family use focus of this project?
- How can we best provide for access and encourage use?
- Are there items, facilities, or appurtenances that could require special attention or that could add to the park or the family use oppertunities of the site?
- What existing elements need to be examined or evaluated for removal or reconfiguration?

These and many other questions will be asked and answered through the initial and follow-up meetings with the community. We will begin the initial workshop with a on site tour of the park to clearly identify the setting. To foster the "brainstorming" session, our team will introduce "seed" ideas from the city master plan of Parks and Recreation of 2003 that will encourage thoughtful responses and open the discussion for brainstorming and continued idea generation. We will look to the community for ideas about the improvements that are possible, including ideas for enhancement, family recreation and complimentry oppertunities to enhance the offerings at Lions Park.

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

The DVD team will take the ideas and inspirations received from the community at the initial design charrette meeting and refine the ideas and proposed elements into initial concept plans. These conceptual layouts will be presented to city staff in an idea consolidation meeting. The best ideas and themes will

## DVD's COMMUNITY INSPIRED DESIGN PROGRAM

1. Initial Community Meeting/Design Charrette
  - Initiation + Request for Assistance from Community
  - Clearly Define Design Objectives + Challenges
  - Facilitated Dynamic Interaction + Brainstorming
  - Participatory Design Charrette
  - Idea Generation + Sharing
  - Collect Ideas + Inspirations from the Community
2. Second Community Meeting/Collective Vision/Initial Commission Review
  - Develop Initial Concept Plans based on Community Input + Inspiration
  - Program Elements Review
  - Idea + Vision Consolidation
  - Options, Alternatives + Theme Considerations
  - Concept Discussion + Recommendation
  - Define Community Consensus + Collective Vision
3. Draft Master Plan Review and Refinement
  - Prepare Draft Master Plans based on Community Input
  - Presentation to Parks and Recreation Commission
  - Obtain Direction for Master Plan Preparation
  - Resolve Outstanding Program or Plan Conflicts
4. Master Plan Preparation and Presentation to Council
  - Prepare Master Plan Documents
  - Prepare Report Describing Process and Plan
  - Presentations to City Council of Plan + Report

then be refined into conceptual plans for the community to consider. The second community workshop will be a bit more formal. The refined initial concept plans will be presented, and the ideas reviewed. We will look for agreement from the participation the elements which will become a part of the draft master plan. Comments and input will be received to refine the parks' vision and program and to obtain consensus for the improvement elements. Following this vision consolidation meeting, a draft master plan and draft design report will be prepared. This plan will then be presented to the public and the city's oversight bodies at a Park and Recreation commission meeting for review and comment. Upon the commissions direction a final master plan will be prepared.

The Master Plan, which will be the focus of our Planning efforts, will be the culmination of the community's ideas being honed into a final graphic representation of the best development strategy for this area of the park. A report will also be prepared outlining the input process and describing the program and development elements. In addition, a preliminary construction budget will be a part of this project report. Finally, the draft report will be presented to city staff. Based upon the direction received, DVD will finalize all documents and prepare a presentation package for city council review.

# SCOPE

## Lions Park

City of Costa Mesa

### SCOPE OF SERVICES

David Volz Design proposes to provide the following planning services to the City of Costa Mesa for the Lions Park Open Space Master Plan. Our team is well versed in the development of inspired improvement plans for important community park projects. DVD will develop plans and a report to address the conceptual design elements the community envisions for this city gateway. The following services are proposed:

### TASKS

#### TASK 1 – Initialize Project and Base Map Preparation

- 1.01 Background Research
  - a. Collect available data + maps (city GIS data)
  - b. Meet with city public work's personnel
  - c. Prepare topographic survey of project area
  - d. Review plans + documents of the site
  - e. Review initial opportunities
    - Opportunities and constraints identification
    - Identify surrounding uses and connections
    - Catalogue existing improvements
- 1.02 Prepare base map for planning purposes
- 1.03 Meeting with city staff to review work to date
  - a. include review meeting with the city public safety officials

#### TASK 1 MEETINGS + DELIVERABLES

1. Review meeting(s) with city staff
2. Project area topographic survey
3. Project base map with overlays

#### TASK 2 – Initial Workshop at Site

- 2.01 Initial community review/workshop
  - a. Meet with the community on site
    - Conduct site walk
    - Discuss opportunities + objectives
    - Review limitations + challenges
    - Review program opportunities



Oak Spings Park Outreach, City of Santa Clarita

- Facilitate design charrette
- Gather initial ideas + direction

#### 2.02 Document Input received

#### TASK 2 MEETINGS + DELIVERABLES

1. Focus group workshop on-site
  - a. Initial program identification
  - b. Initial idea sketches
2. Summary of comments and input

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

#### TASK 3 – Initial Concept Plans + 2nd Community Workshop

- 3.01 Review input received with city staff
  - a. Identify opportunities and program for potential park facilities
- 3.02 Prepare Initial Concept Plan(s)
  - a. Develop designs for park improvements
  - b. Develop concepts and alternatives
  - c. Refine + consolidate ideas
  - d. Prepare initial concept plan maps (2)
  - e. Prepare preliminary concept packet for 2nd community review
- 3.03 Present Concepts + Ideas to focus group
  - a. Review background and challenges
  - b. Present initial concept + alternatives
  - c. Gather input from participants
  - d. Seek consensus on collective vision
- 3.04 Document Input
  - a. Document input + comments
  - b. Consolidate comments into summary letter report
  - c. Review work to date with city staff

#### TASK 3 MEETINGS + DELIVERABLES

1. Meetings with city staff
2. Focus Group workshop
3. Initial Concept Plans (three anticipated, rendered at 24" x 36")
4. Electronic files of plans
5. Summary of Comments and input

# SCOPE

## Lions Park

City of Costa Mesa

### TASK 4 – Draft Master Plan

- 4.01 Prepare draft master plan
  - a. Review schematic layouts with city staff, obtain direction to prepare, draft master plan
  - b. Prepare draft master plan map
  - c. Prepare preliminary play ground and picnic shelter plans and elevations
  - d. Prepare draft project letter report
  - e. Prepare presentation for Parks and Recreation commission
- 4.02 Presentation to Parks and Recreation and Planning commission
  - a. Present draft master plan + report
  - b. Solicit input + comments + direction to prepare master plan
  - c. Prepare summary of comments
  - d. Meet with city staff to review work to date and receive direction to prepare master plan
  - d. Finalize maps and report

#### TASK 4 MEETINGS + DELIVERABLES

1. Meetings with city staff
2. Presentation to Parks and Recreation Commission
3. Summary of input and process
4. Turn-over electronic files of plans

### TASK 5 – Master Plan Final Submittal

- 5.01 Finalize maps + graphics
- 5.02 Prepare project budget estimate
- 5.03 Finalize written letter report
- 5.04 Presentation to commission or council as directed by city staff

#### TASK 5 MEETINGS + DELIVERABLES

1. Presentation to Parks and Recreation Commission
2. Master Plan Package
3. Electronic version of Master Plan Package



DVD Studio Design Workshop

### TASK 6 – Design Development

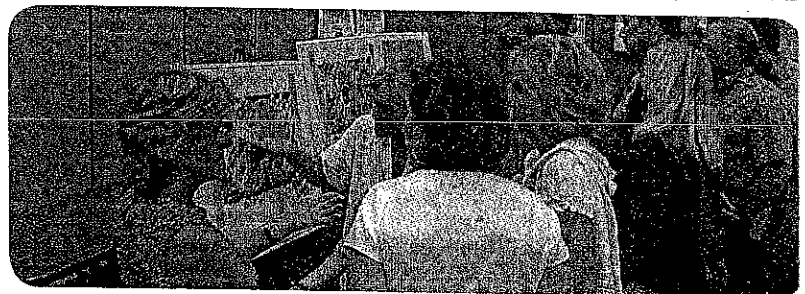
- 6.01 Prepare design development package
  - a. Play area equipment and layout and elevations
  - b. Typical construction details
  - c. Specification of major materials
  - d. Specification of major materials
  - e. Provide cut sheets for selected major materials
- 6.02 Design package for grant applications
  - a. Prepare electronic file with all drawings, and materials selections

#### TASK 6 MEETINGS + DELIVERABLES

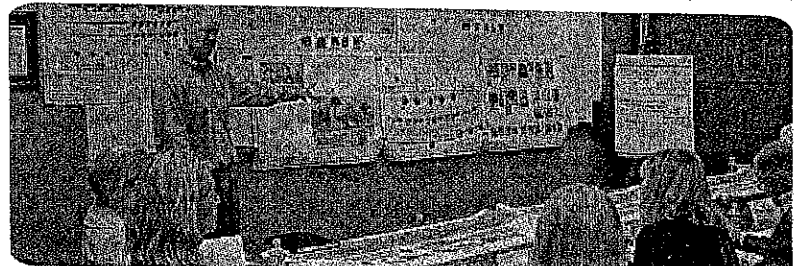
1. Meeting with city staff (two sessions)
  - a. Design development Submittal and cut sheet booklet
  - b. Electronic files



DVD's Community Outreach Event, Santa Clarita



DVD's Community Outreach Event, Costa Mesa



DVD's Presentation to Commission, Newport Beach



# FIRM INFORMATION



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 and 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.  
151 Kalmus Drive, Suite M18  
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

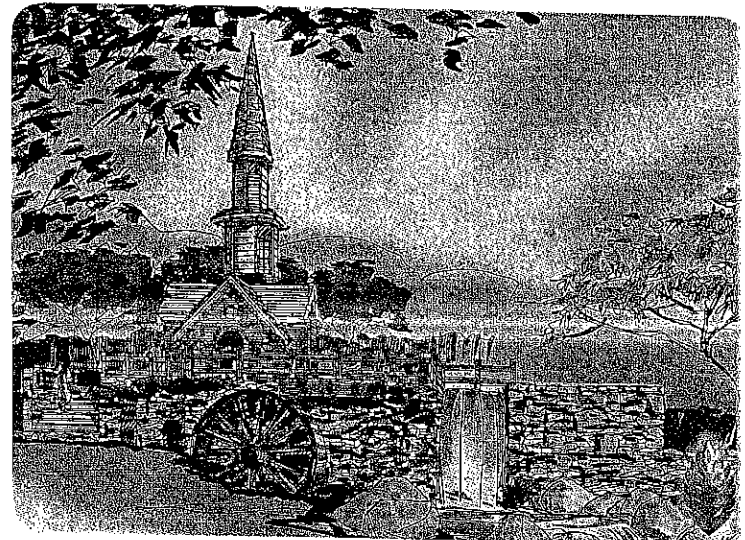
- Demonstration gardens, mitigation + restoration landscape.
- Nature parks, interpretive gardens + wilderness camp.
- Streetscape development + redevelopment.
- Community, neighborhood + mini-park.
- Facility master plans + feasibility studies.
- School fields + campus planning.
- Irrigation renovation + redesign.
- Design guidelines + standards.
- Sports parks + stadium.
- Grant application.



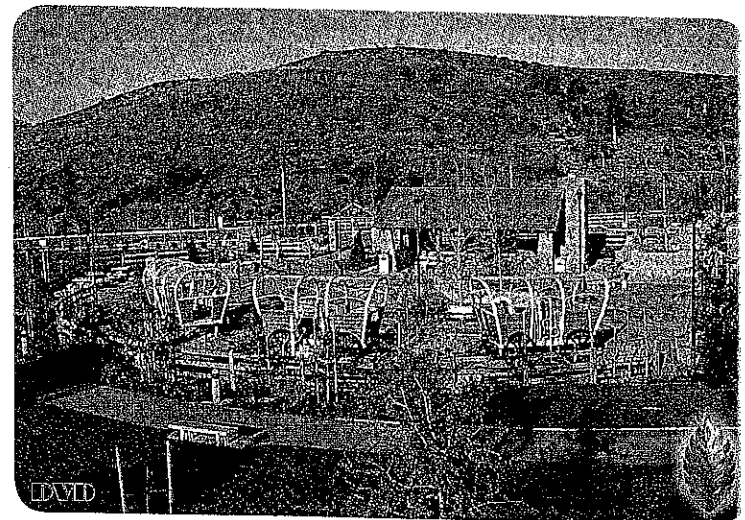
**LEED Accredited**

*"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



Heritage Island Park, Cerrito



Pioneer Road Park, Tustin

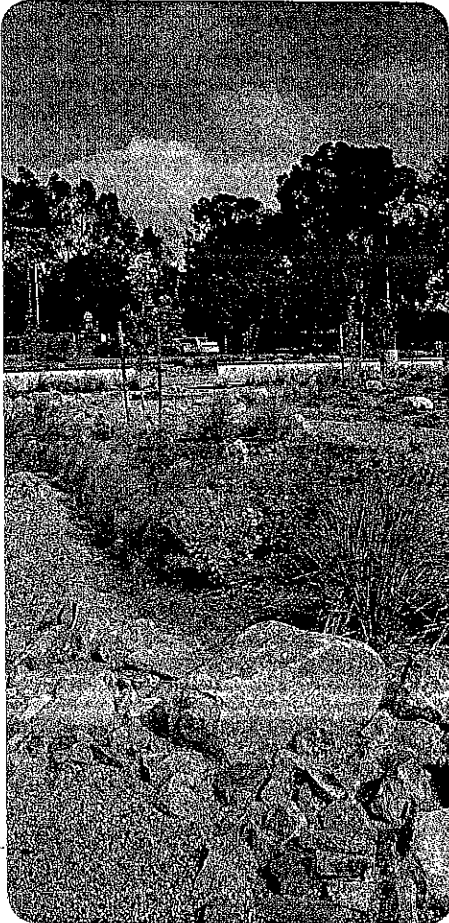


# PROJECT TEAM

**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 Park Projects. For this work, we have assembled a highly qualified team of landscape architects and specialized design consultants.



Admiral Kidd, Long Beach

## DVD WILL DELIVER:

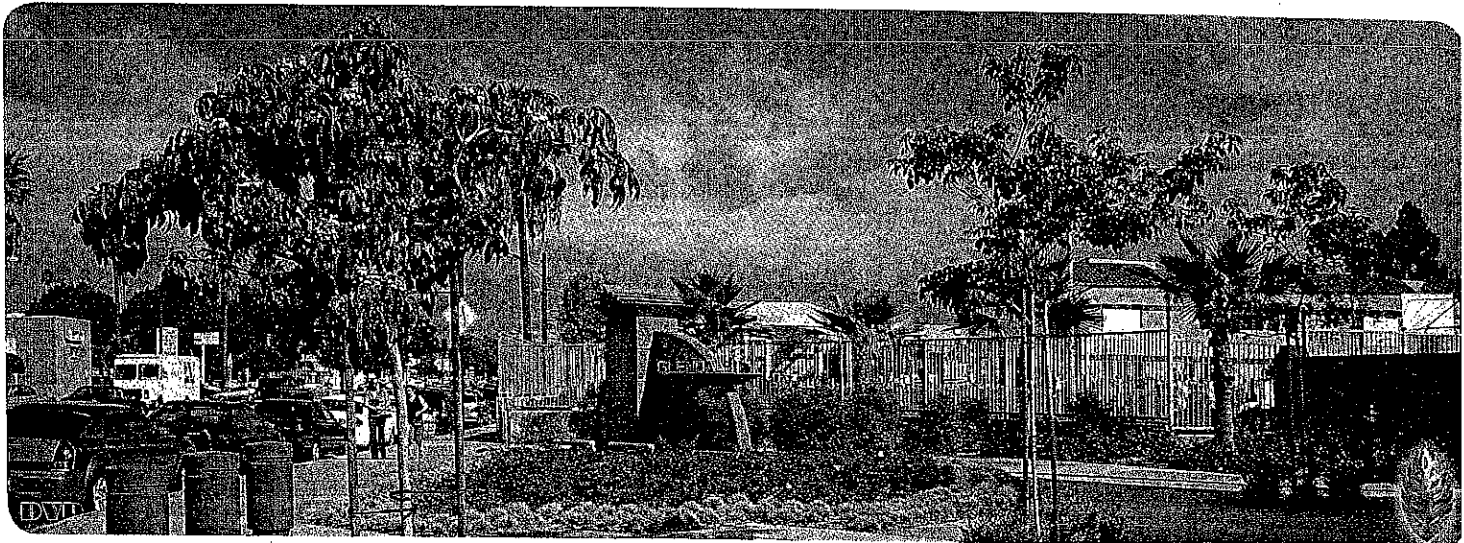
**CREATIVITY** - We will provide you with unique and innovative solutions which will meet and exceed the expectations of the city. The project designs we put forward will creatively address the sites' development requirements, sustainability, the unique relationship to the nearby neighbors, program priorities, 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's parks. Our team is dedicated to the success of your rehabilitation 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.



Cerritos School Park, Glendale



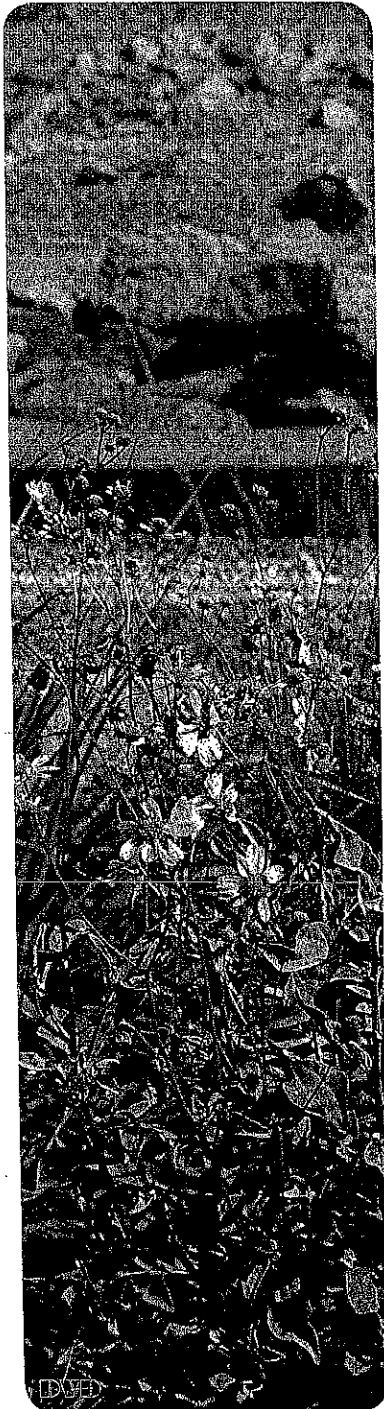
# PROJECT TEAM

## STAFF + AVAILABILITY

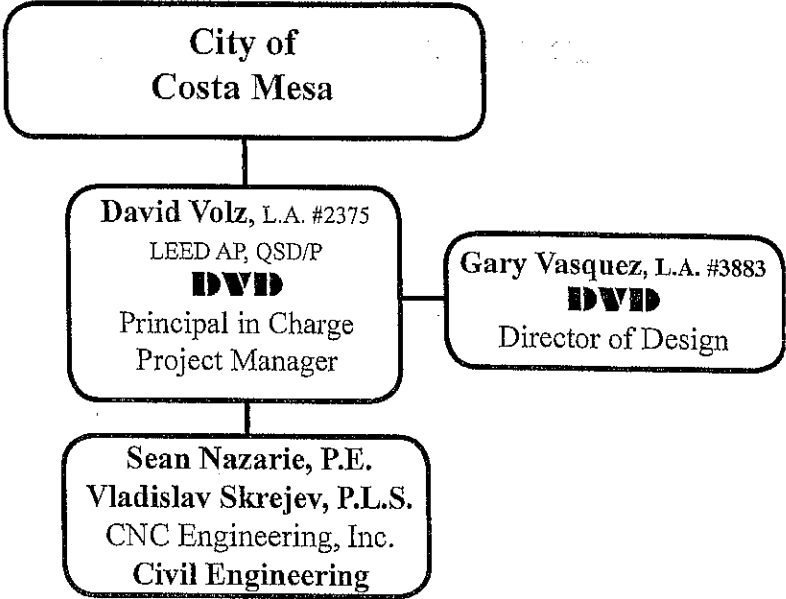
### DAVID VOLZ DESIGN



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 a professional subconsultant in CNC Engineering, who has 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 constructional completion.



## PROJECT TEAM MEMBERS



**David Volz**, ALA # 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**, ALA # 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 Bagdouma 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.

### Sub-consultants:

CNC Engineering, Inc. - For any civil engineering and surveying we propose to utilize our subconsultants, Sean Nazarie, P.E. and Vladislav Skrejev, P.L.S. of CNC Engineering. CNC was established in 1984 and has built a solid reputation within the public works sector. They were on our team for the Laguna Hills Community Center in Laguna Hills as well as other park projects.

# RESUME

## David Volz

*Principle in Charge  
Landscape Architect  
LEED Accredited Professional, 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, #2375, 1983  
Landscape Architect, Nevada, #499, 1996  
LEED Certified, 2008  
QSD/QSP, 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 park 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 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 parks for cities, school districts and public agencies throughout California.

*To see additional project experience from David Volz,  
see our website at [www.dvolzdesign.com](http://www.dvolzdesign.com)*



Boysen Park, Anaheim



Community Outreach



Community Outreach

**DVD**

# 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 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 \*

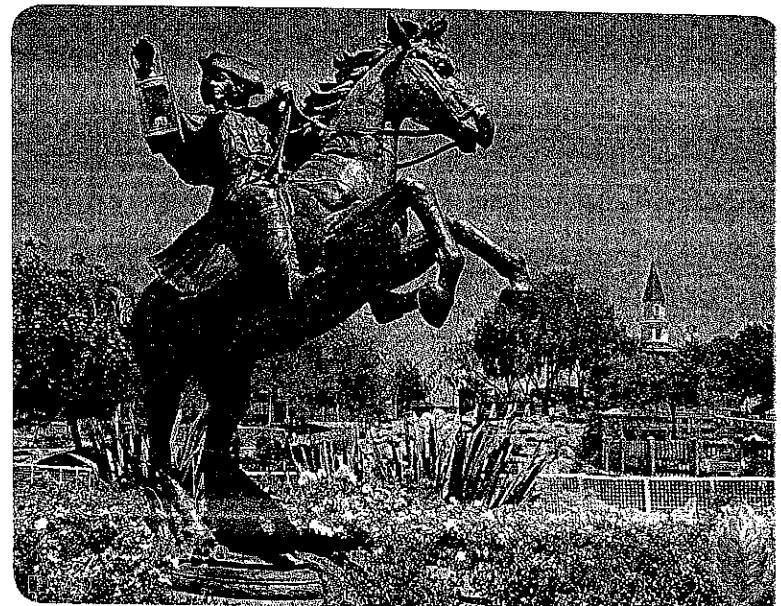


Award Winning Symbol

To see additional project experience from Gary Vasquez,  
see our website at [www.dvoizdesign.com](http://www.dvoizdesign.com)



Los Rios Park, San Juan Capistrano



Heritage Island Park, Cerritos



George Washington Park, Anaheim

DVD



**Vladislav Skrejev, P.L.S.**  
*Survey Manager*

**Title:** Survey Manager  
**Office Location:** Industry, CA  
**Years of Experience:** 13

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**Registration(s):**

Licensed Land Surveyor, State of California, #8363,  
2006

**Professional Affiliations:**

California Land Surveyors Association (State and Local  
Chapters in Los Angeles and Orange County)

**Education:**

Master of Science in Geodesy, University of  
Architecture, Civil Engineering and Geodesy, Sofia,  
Bulgaria, 2000

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**Overview**

Mr. Skrejev has 13 years of experience in the survey industry. He has performed topographic, boundary, A.L.T.A., construction and control surveys. Throughout his career he has been involved in preparation of legal descriptions, final maps, survey data processing and calculation, and supervision of multitask projects involving application of various survey techniques. As a project manager he is proficient of preparing cost estimates of diverse projects, has directed and trained teams of technicians in doing research, abstracting, surveying field procedures and data processing. He is familiar with the latest trends in survey instruments and software, including static and RTK GPS, total stations, digital leveling, advance knowledge of survey data collection and processing, adjustment software and CADD.

**RELEVANT EXPERIENCE**

**Surveying**

**Harbor Blvd. and Adams Ave. Intersection Improvement, Costa Mesa, CA.**

Served as the Survey Manager responsible for cross section survey of approximately ½ mile of Harbor Blvd. and Adams Avenue as well as setting aerial targets and coordination with the aerial photogrammetrist for aerial mapping of the project site.

**Broadway Improvements from Main St. to Alondra Blvd, Carson, CA.**

Served as the Survey Manager responsible for cross section survey of a 2-mile segment of this heavily traveled arterial.

**Joann Street Bike Trail, Costa Mesa, CA.**

Served as the Survey Manager responsible for cross section survey of 5,000 lineal feet of Joann Street bike trail along Harbor Blvd. and the east-west leg of the trail.

**Topographic Survey of Four Intersections for the Rosedale Traffic Mitigation, Azusa, CA.**

Served as the Survey Manager responsible for topographic survey mapping of four major arterial intersections. Design survey and mapping consisted of cross section at 50-ft intervals along approximately 7,000 feet of Foothill Blvd, Citrus Ave, San Gabriel Ave and Todd Ave. Work was completed on schedule.

**Boundary Survey – 600 Acres, City of Industry, CA.**

Responsible for the design and the establishment of a GPS network for horizontal survey control. Performed research, data processing, calculations and boundary analysis. Supervised and directed boundary map preparation.

**Sean Nazarie, P.E.**  
*Mapping*

**Title:** Director of Engineering  
**Office Location:** Irvine, CA  
**Years of Experience:** 32

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**Registration(s):**

Registered Professional Engineer, State of California,  
#C36943, 1983

**Education:**

M.S. Civil Engineering, California State University, Long  
Beach, 1990  
B.S. Civil Engineering, University of Southern California,  
1980

**Professional Affiliations:**

American Society of Civil Engineers (ASCE)  
Past Vice Chairman, ASCE Hydrology & Hydraulics  
Technical Group, Orange County Branch  
American Public Works Association (APWA)

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**Overview**

Mr. Nazarie has over 32 years of experience in the field of civil engineering. He has a proven track record as a project manager, communicator and a consensus builder on several high profile and multi-discipline projects. His technical background includes design, management and construction support for roadways, flood control facilities, sanitary sewers, water distribution systems and site civil improvements.

**RELEVANT EXPERIENCE**

**Joann Street Bike Trail, Costa Mesa, CA.**

Project Manager for topographic survey and mapping of 5,000 lineal feet of bike trail along Harbor Blvd and adjacent to the Costa Mesa Golf Course. Work included design survey and utility investigation and mapping.

**Topographic Survey of Harbor Blvd and Adams Ave, Costa Mesa, CA**

Project Manager responsible for topographic survey mapping, utility identifications and research and property information of this major intersection with an estimated ADT of 60,000. Design survey and mapping consisted of cross section at 10-ft intervals for half mile stretches along both Harbor Boulevard and Adams Avenue, including within the intersection of these two major arterials.

**Topographic Mapping of Colorado Street, Arcadia, CA**

Project Manager responsible for topographic survey and mapping of approximately 700 feet of Colorado Street between Harvard Drive and West Colorado Blvd, he oversaw research, field work, mapping and submittals.

**Topographic Survey of Four Intersections for the Rosedale Traffic Mitigation, Azusa, CA**

Project Manager responsible for topographic survey mapping, utility identifications and research and property information of four major arterial intersections. Design survey and mapping consisted of cross section at 50-ft intervals along approximately 7,000 feet of Foothill Blvd, Citrus Ave, San Gabriel Ave and Todd Ave.

**Topographic Survey of Riverside Drive and Grand Avenue, City of Lake Elsinore, CA**

Project Manager responsible for topographic survey mapping, utility identifications and research and property information along a one mile long segment of Riverside Drive and Grand Avenue. Design survey and mapping consisted of cross section at 50-ft intervals and preparation base map in AutoCAD for sidewalk improvements.



**Broadway Improvements from Main St. to Alondra Blvd, Carson, CA.**

Project Manager responsible for topographic survey mapping, utility identifications and research and property information along a two mile segment of this primary arterial in the City of Carson. Design survey and mapping included dipping all existing manholes, utility investigation and transfer of record data onto the base map and plotting the base map and cross sections at 25-ft intervals as well as detailed survey of nine (9) intersections.

**La Mirada Boulevard and Alicante Road Rehabilitation Project, La Mirada, CA.**

Project Manager responsible for topographic survey mapping, utility identifications and research and property information along 1.5 miles of La Mirada Blvd. Project included survey and mapping of eleven (11) intersections.

**La Palma Avenue Rehabilitation, Buena Park, CA.**

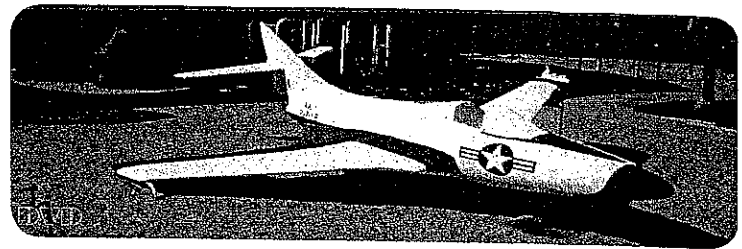
Project Manager responsible for preparation of design survey and mapping, plans, specifications and estimates for pavement rehabilitation, reconstruction of 12 curb ramps, striping, construction traffic control, bid support, construction staking and responding to RFI's for 1.75 miles of this major arterial in the City of Buena Park. Construction took place adjacent to Knott's Berry Farm during the summer months. This made it challenging having to phase across each traffic intersection in order to keep all five open during construction.

**Commonwealth Avenue Widening and Median Improvements, Buena Park, CA.**

Mr. Nazarie served as Project Manager responsible for design of widening, median construction, pavement rehabilitation, utility coordination, median landscaping and legal descriptions for right of way acquisition along a 0.5 mile segment of the roadway. He also oversaw construction staking and support services. Construction was completed in 2003.

# PUBLIC AGENCY WORK

DVD is proud of our many completed projects and our reputation in public sector work. In fact, we have specifically limited our business to include only public agency clients! Our public works portfolio includes thousands of projects from city wide park master plans to construction documents for multi-million dollar sports complexes. The following projects are just a few examples of the facilities we have recently designed. As you will see, parks and greenspaces designed by our firm have received awards and accolades from community groups, civic organizations, the California Parks and Recreation Society, American Public Works Association, Southern California Municipal Athletic Association and several other state and national organizations. Below is a sampling of our recent experience:



BOYSEN PARK, CITY OF ANAHEIM

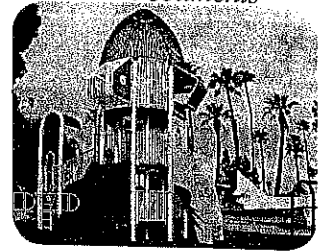
## **BOYSEN PARK, CITY OF ANAHEIM**

*Community Input, Master Plan, Construction Documents*

- 2 Acres
- 2 Themed Play Areas
- ADA Accessable
- F9F Fighter Plane
- Opened 2009

Contact: Final Cost \$2.6 Million

Contact: Pamela Galera 714.254.4463



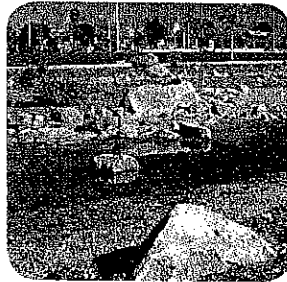
## **ADMIRAL KIDD PARK, CITY OF LONG BEACH**

*Community Input, Master Plan, Construction Documents*

- 11.5 Acres
- 2 Themed Play Structures
- ADA Accessable
- Exercise Station Clusters
- Basketball and Volleyball Court
- Bio-swales
- Opened 2011

Contact: Final Cost \$2.6 Million

Contact: Anna Mendiola 562.570.3165



## **FOUR POCKET PARKS, CITY OF LYNWOOD**

*Community Input, Master Plan, Construction Documents*

- Sustainability
- Picnic Tables
- Signage/Security Lighting
- Natural Play Spaces
- Bike Racks
- Benches
- Open 2012
- APWA Award winner

Construction Costs: \$ 1.5 million

Contact: Arcenio Frontela 310.800.8638



## **WASHINGTON STREET PARK, CITY OF DIAMOND BAR**

*Community Input, Master Plan, Construction Documents*

- Bio-swale and permanent BMP Stormwater cleaning facilities
- Sustainable Plantings and Irrigation
- Picnic/Party Pavilion
- Themed Play areas
- Dog Walk Area
- Community Art Tiles
- Open 2012
- APWA Award winner

Construction Costs: \$ 2 million



## **LOS RIOS PARK, CITY OF SAN JUAN CAPISTRANO**

*Community Input, Master Plan, Construction Documents*

- Historical Depiction Wall
- Sustainable Plantings and Irrigation
- Equestrian Trail and Tie-up Facilities
- Restrooms
- Themed Play areas
- D.G. Parking lot
- Open 2010
- APWA and CPRS Award winner

Construction Costs: \$ 2 million

Contact: Koon Tran 949.425.2550



## **SOUTH GATE PARK, CITY OF SOUTH GATE**

*Community Input, Master Plan, Construction Documents*

- Over a mile of new walking Trails
- Sustainable Plantings and Irrigation
- Safety/Security Lighting
- Band Shelter
- Rose Garden
- Maintenance accessibility
- Custom Murals, Signs and Art Work
- Opened 2011

Construction Costs: \$ 4 million

Contact: Paul Adams 323.563.5478



## **DOTSON PARK, CITY OF STANTON**

*Community Input, Master Plan, Construction Documents*

- Water play area
- Basketball court
- Amphitheater
- Restrooms
- Picnic Area with shade structure
- Sustainable Plantings and irrigation
- CPRS Award winner
- Opened 2010

Construction Costs: \$ 2 million



**EXHIBIT B**  
**PROJECT SCHEDULE**



# SCHEDULE

## Lions Park

City of Costa Mesa

February 15, 2013

### SCHEDULE

David Volz Design proposes the following schedule to provide the services identified in our scope of services.

Tasks	Schedule
1. Initialize Project Base Map Preparation	March 1 to April 10, 2013
2. Initial Community Workshop at site	April 11, 2013
3. Initial Concept Plans and Community Meeting	April 12, 2013 to May 9, 2013
4. Draft Master Plan and Commission Review	May 10 to May 22, 2013
5. Master Plan Submittal	May 23, to June 14, 2013
6. Design Development	Concurrent with 5 above

# David Volz Design

## FEE SCHEDULE

LIONS PARK  
City of Costa Mesa  
February 15, 2013

David Volz Design proposes the following fee schedule to provide the services identified in our scope of services. The tasks listed below are offered at a fixed fee. The optional tasks will be determined once the Design Development is complete and the extent of these optional services can be identified.

Tasks	PR \$195	LA \$175	CT \$125	AD \$115	Total Hrs	Fee
1. Initialize Project Base Map	4	12	24	1	41	\$ 5,995
2. Initial Community Workshop at site	4	4	4		12	\$ 1,980
3. Initial Concept Plans and Community Meeting	16	32	48	2	98	\$ 14,950
4. Draft Master Plan and Commission Review	16	36	52	2	106	\$ 16,150
5. Master Plan Submittal	8	8	16		32	\$ 4,960
6. Design Development	4	14	12	2	32	\$ 4,960
	52	106	156	7	321	\$ 48,995
7. Reimbursables, copying, printing, reprographics, etc will be bill at cost plus 15%.						\$ 800
<b>TOTAL PROPOSED FEES</b>						<b>\$ 49,795</b>

### ASSUMPTIONS:

1. Survey map preparation for the project area is not included in Task 1. Survey map data to be supplied by City.
2. Any additional services, services not specified in the proposed scope of services will be provided at DVD's current hourly rate schedule.



**EXHIBIT C**

**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)  
3/19/2013

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).

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

**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	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	PSB0001408 PER FORM #PEB3040610 AS REQUIRED BY WRITTEN CONTRACT CONTRACTUAL LIAB INCLD	3/14/2013	3/14/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> ADDTL INSURED/PRIMARY					PERSONAL & ADV INJURY \$ INCLUDED
	<input checked="" type="checkbox"/> BLNKT WVR OF SUBRO					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		PSB0001408	3/14/2013	3/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	PSW0001346	3/14/2013	3/14/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY		AEA100668-0002	3/14/2013	3/14/2014	EACH CLAIM \$1,000,000
	Claims Made					ANNUAL AGGREGATE \$2,000,000

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

<b>CERTIFICATE HOLDER</b> RMejia@ci.costa-mesa.ca.us City of Costa Mesa Attn: Bart Mejia 77 Fair Drive Costa Mesa, CA 92626	<b>CANCELLATION</b> 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
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**RECEIVED**  
MAR 21 2013  
**ENGINEERING**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack<sup>®</sup> 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 TO ONLY TO SECTION II - LIABILITY)**

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

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

Schedule

**Person or Organization**

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

**Job Description**

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-14-2013

Policy No. PSW0001346

Endorsement No. 1

Insured David Volz Design Landscape Archi

Insurance Company RLI Insurance Company