

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
RDC-S111, INC. DBA STUDIO ONE ELEVEN**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 30th day of July, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and RDC-S111, INC., a California corporation DBA STUDIO ONE ELEVEN ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide landscape architecture services in connection with the City's Pilot Parklet Project, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, 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. Consultant also represents that it is familiar with all applicable laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

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

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. **Warranty.** Consultant 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. **Compensation.** Consultant will be paid a total fixed fee of Twenty-Five Thousand Dollars (\$25,000.00) in accordance with the Fee Summary set forth in Exhibit A.

2.2. **Additional Services.** Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. Consultant shall invoice City for such additional services in accordance with the Schedule of Fees set forth in Exhibit A. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, and the date of performance. 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 from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in compliance with the Anticipated Project Schedule set forth in Exhibit A. 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 one (1) year, ending on July 29, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of the parties.

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

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

4.4. **Documents.** In the event of termination of this Agreement, and upon payment of all monies due to Consultant, 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. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work.

Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

6.0. GENERAL PROVISIONS

6.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior

writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Studio One Eleven
235 East Third St.
Long Beach, CA 90802
Tel: (562) 628-8000
Attn: Kirk Keller

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5180
Attn: Jennifer Rosales

Courtesy copy to:

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

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" 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, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing 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, recklessness, or willful 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 such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and

all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.13. Ownership of Documents. Upon payment of all monies due to Consultant, 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 related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors,

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

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

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

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

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

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

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

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

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement

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

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

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

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

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts and Electronic Signatures. 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. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

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

[Signatures appear on following page.]

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

CONSULTANT

DocuSigned by:
Alan Pullman
Signature
Alan Pullman Senior Principal
[Name and Title]

Date: 7/31/2020

CITY OF COSTA MESA

Carol Molina
Carol Molina
Purchasing Officer

Date: 8/6/2020

ATTEST:

Brenda Green 8/6/2020
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 8/6/20

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 8/6/2020

APPROVED AS TO CONTENT:

Jennifer Rosales
Jennifer Rosales
Project Manager

Date: 8-5-2020

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 8-5-2020

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: 8/6/2020

EXHIBIT A
CONSULTANT'S PROPOSAL



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245 east third st. long beach, CA 90802 † 562.628.8000

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June 22, 2020

Jennifer Rosales, P.E., PTOE
Transportation Services Manager
City of Costa Mesa
77 Fair Drive, Costa Mesa, CA. 90266

RE: Proposal for Landscape Architecture Services
Pilot Parklet Program
City of Costa Mesa

Dear Jennifer:

Thank you for the opportunity to submit this Landscape Architecture services proposal. We are pleased to support the City of Costa Mesa in the development of the first parklets as part of a pilot program project and look forward to working with you on this exciting project. The following outlines our strategy for the development of a design, documentation and construction management effort. Attached to the end of this proposal please find our qualifications and relevant project examples.

Scope of Work

The scope will include the design + documentation for a parklet on E. 18th Street in front of 'Eat Chow' and a feasibility study of a parklet and streetscape improvements for the North West corner of Placentia and W. 19th (it is understood that the deceleration lane will be modified by Public Works). These two projects represent a parklet pilot project which has enthusiastic support and City Council approval.

This proposal assumes that the parklet on E. 18th Street could occupy up to two (2) curbside parallel parking spaces immediately in front of 'Eat Chow' and that no roadway/parking reconfiguration would be required or incorporated into the design. The parklet concept for Placentia and 19th would occupy up to two (2) parallel parking spaces but may not be contiguous as that location has multiple individual restaurant buildings and driveway aprons. Studio One Eleven will provide parklet concept and plans with details based on the City of Long Beach PWOP (public walkways occupancy permit) as the reference standard. Given the City's willingness to allow parklets it is assumed that any parking stalls displaced by the proposed parklets will not need to be replaced elsewhere.

Anticipated Project Schedule

Conceptual Design	2 weeks
Documentation package / submittal	3 weeks
Construction Administration / Observation	4 weeks



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Deliverables

The design and documentation process will consist of concept design, documentation package, and construction observation.

I: Concept Design (2 weeks)

- Develop existing conditions base plan showing site context for West side and East side parklets
- Prepare feasibility study for parklet/streetscape improvements at 19th and Placentia and/or additional suggested location.
- Prepare parklet concept plan for 'Eat Chow' on E. 18th Street with layout of parklet seating, fixed and loose elements, shade, perimeter treatment and materials.
- Prepare parklet design elevations and precedent imagery.
- Project meeting with City to review concept design and process for documentation / submittal via teleconference: one (1) included.

II: Documentation Package for Public Works Review (3 weeks)

Based on the City-approved Concept Design prepare documentation package (based upon City of Long Beach Public Walkways Occupancy Permit with parklet) that consists of the following:

- Provide a site plan drawing including all existing items and any utilities within the ROW, layout of parklet seating, fixed and loose elements, shade and perimeter treatment, dimensions and total area (square feet) being occupied.
- Develop parklet details of platform and perimeter protection. Note: The City of Long Beach requires these details to be stamped by California registered engineer. It is assumed that this will also be required by City of Costa Mesa and therefor is included in scope and fee.
- Photo document existing conditions.
- Create 3D rendering of the parklet installation.
- Compile permit application forms as provided by City of Costa Mesa: parklet Insurance requirements, Liquor license extension into parklet, approval letters, installation and maintenance agreement and appropriate signatures. Completion of insurance forms, approval letters and maintenance agreements shall be done by others.
- Attend meeting with City to review application and documentation package via teleconference: one (1) included.
- It is understood that any processing and review of the parklet pilot program documentation within the City of Costa Planning, Building + Safety, Fire/Police and Traffic will be the responsibility of Public Works as the lead agency.
- Revisions and coordination with Public Works to modify documentation of plan and/or details as determined by City review/department corrections in order to obtain approval for construction.



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III: Construction Administration / Observation (4 weeks)

- Attend One (1) meeting with selected contractor to coordinate and review design intent, drawings, cost estimate and construction timing while documentation plan is in City review. Salvage Division – JR van Dijs, Inc. is our recommended contractor to provide parklet fabrication and installation.
- Attend One (1) meeting with public works and contractor on site with approved plans to review parklet locations for final field approval, once documentation package is deemed complete, prior to installation.
- Coordinate with contractor via email, telephone and on site observation to confirm parklet fabrication is in general compliance with drawings and design intent. Respond to any requests for information (RFI) and review of any submittals or shop drawings.
- Two (2) Landscape Architecture site observation visits are anticipated for each parklet at the following milestones:
 1. Hardscape and barrier protection layout and installation.
 2. Project inspection job walk with Contractor and Owner's representative to generate "punch list" items related to compliance with approved documentation package.

Note: Site visits are not construction inspections. Studio One Eleven will document site observations for City and Contractor review.

Fee Summary

I. Conceptual Design	\$ 7,500
II. Documentation Package	\$11,500
III. Construction Administration / Observation	<u>\$ 6,000</u>
Total Fixed Fee:	\$25,000

The fee has been prepared based on the scope of work described above. It is understood that should the City's program, scope of work or Landscape Architecture services be increased due to significant changes, additional fees shall be required. This proposal will be honored for 60 days from the date listed above.

Exclusions and Additional Services

Exclusions and additional services include but are not limited to the items listed below. Refer to scope for included services.

1. Landscape and hardscape design associated with additional project site work beyond scope of work area.
2. Street Improvement Plans, traffic control engineering or roadway striping plans.
3. Shop drawings or fabrication documents to be provided by Contractor under separate agreement with City.
4. Attendance at Planning Commission, Design Review Board and City Council meetings/ presentations.



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5. Outdoor furniture procurement.
6. Permanent work within the Right of Way.
7. Electrical engineering, photometric documentation or exterior site lighting.
8. Design, location or selection of public art, signage or graphics.
9. Value engineering and development of alternatives.
10. Submittal of any plans to the OC Health Department or Alcohol Beverage Control for review/approval of alcohol use in parklet (to be completed by Restaurant).
11. Additional meetings, changes to work product at request of City, which conflict with prior approvals, or City directives, or construction contract administration services beyond those included in the scope of work.
12. Contractor to provide cost estimates to City.
13. Preparation of as-built drawings after project completion.
14. Contracting with any engineering, environmental, or other consultants other than noted in this proposal.
15. Site plan marketing exhibits, professional 3D renderings, videos or other animations.
16. Government fees or permitting expenses.
17. Reimbursable expenses.

City to Provide

1. Project construction budget information (necessary to establish design)
2. Restaurant interior plans used to apply for liquor license, if occurs (Note: in order to extend the liquor license to the parklet ABC form 257 is required which shows the restaurant interior, sidewalk and parklet plan)
3. Pilot Parklet Program requirements for Review and Permitting Process.
4. Written approval of Concept Design and Permit Documents prior to proceeding to the next stage of document preparation.

We would like to thank you for giving us the opportunity to submit a proposal for Landscape Architectural services to establish the first 2 parklets as part of the City of Costa Mesa Pilot Parklet Project. Attached please find Exhibit 'A', schedule of fees for your reference. It is understood that a formal Agreement for the above referenced services will be issued for signature should you request that we proceed with these services.

Sincerely,

Kirk Keller, ASLA, CLARB, LEED AP
Landscape Studio Director | Senior Associate
Studio One Eleven
California Registered Landscape Architect #6121, CLARB #43283



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245 east third st. long beach, CA 90802 t 562.628.8000

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EXHIBIT "A"
SCHEDULE OF FEES
EFFECTIVE JANUARY 2020

- | 1. PROFESSIONAL STAFF CATEGORY | HOURLY FEE |
|---|--|
| Staff 12: | \$240.00 |
| Staff 11: | \$230.00 |
| Staff 10: | \$220.00 |
| Staff 9: | \$210.00 |
| Staff 8: | \$200.00 |
| Staff 7: | \$190.00 |
| Staff 6: | \$180.00 |
| Staff 5: | \$165.00 |
| Staff 4: | \$150.00 |
| Staff 3: | \$135.00 |
| Staff 2: | \$120.00 |
| Staff 1: | \$ 95.00 |
|
 | |
| 2. MILEAGE AND SUBSISTENCE | |
| Auto Mileage: | \$0.63 per mile |
| Air Travel and Auto Rental: | Actual cost plus 15% |
| Subsistence (lodging, meals and incidentals): | Actual cost plus 15% (where the work requires that employee stay over night away from home, or travels beyond 100 miles one-way from our office). |
|
 | |
| 3. MATERIALS AND SUPPLIES | |
| a. | Office and drafting supplies are included in the hourly rate in Paragraph 1. |
| b. | Cost of printing, color copies, CAD plotting and reproductions are charged at cost plus 15% from commercial reprographics companies. |
| c. | Outside services i.e., messenger, Federal Express, express mail, etc., are charged at actual cost plus 15%. |
| d. | Any reimbursable expenses requested by the client subsequent to the completion of our contract scope of work shall be billed on a time and material basis. This includes the cost of professional fees required to process this request. |
|
 | |
| 4. CONSULTANTS | |
| | Actual cost plus 15%. |

In accordance with normal architectural rate review practices, we may periodically revise this Schedule of Fees in keeping with industry rate changes. We reserve the right to incorporate these changes into existing contracts and/or changes in services.

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420



Parklet Project Experience

**Studio One Eleven
245 East Third Street
Long Beach, California 90802
t 562.901.1500 f 562.901.1501**

LONG BEACH PARKLETS

The First Parklets in Southern California

By Michael Bohn, Principal at Studio One Eleven

History

Several years ago Studio One Eleven assisted in a conceptual vision plan for the Retro Row Business District with the intent of improving pedestrian and bicycle connectivity and design. Ideas included bike lanes, sidewalk tree planting, and sidewalk bulb-outs. "Retro Row", comprised of over 30 unique shops and restaurants including an independently operated movie house known as the Art Theatre, is the unofficial hipster hangout in Long Beach. Unfortunately with the economic challenges at the time, there were no private or public funding sources available to initiate the plan.

Due to these funding challenges, Kerstin Kansteiner, owner of Portfolio Coffeehouse LLC and President of the 4th Street Business Improvement Association worked closely with the City's Public Works Department to initiate a parklet pilot program. A parklet is a temporary sidewalk extension, transforming curb side parking stalls into an outdoor dining deck and is particularly useful where existing sidewalks are too narrow to support outdoor dining. In addition, April Economides founder of Green Octopus Consulting assisted in researching and analyzing the viability of parklets installed recently in several other cities such as San Francisco and New York. She had also suggested "finding" additional curbside parking such as reducing red painted curb lengths and eliminating loading zones that were no long in use to make up for the loss of parking prior to the parklet installations. Two successful businesses in Retro Row, Lola's Mexican Cuisine and Number Nine Vietnamese Fusion where approached and volunteered to participate.



LONG BEACH

Parklets hit SoCal

We hate to lose a good parking spot—unless we gain an alfresco dining room. Turning curbside areas into **urban parklets** is trendy in S.F., but here's to Long Beach for introducing the concept to the Southland. The first one is in front of Lola's Mexican Cuisine (2030 E. Fourth St.; 562/343-5506), where a prefab sustainable-wood deck surrounded by tall succulent-filled planters reclaims the street for diners kicking back with ceviche and organic agua fresca. If tables are full, head down the street to two other new parklets, at Number Nine (278 E. Fourth) and Berlin (420 E. Fourth).



Facts

In the spring of 2011 Studio One Eleven was commissioned to design both parklets. A third more elaborate parklet has subsequently been designed by Studio One Eleven for Berlin Bistro, owned by Kerstin Kansteiner, and coincidentally located on 4th Street as well but in the East Village Arts District in downtown Long Beach. The criteria for these projects were to make sure they were economical, quick and simple to construct and easy to maintain. The three parklets designed to date rest on a pre-manufactured decking system supported by adjustable pedestals that allow the deck to align with the sidewalk height and easily adjust to the curvature of the street in order to stay level. Each parklet is then designed to relate to the unique characteristics of the restaurant, Lola's with colorful pots and Mediterranean landscape including coastal grasses and succulents while Number Nine has light woods and Asian inspired pots filled with bamboo and horsetail. Berlin Bistro is the most contemporary with spaced cedar boards and internally illuminated pots that relate to the restaurant's modern interior. Construction details accommodate storm water movement, protect the deck from the sharp bristles of the City's street sweepers and protect cars from bumping into it. All components are integrally bolted to prevent theft.

The cost of the 7' wide by 30' long parklet ranges from \$17,000 to \$20,000 depending on the design. Plan check and permit fees amount to \$800, which also provides City funds to remove the parklet if a restaurant were ever to close and abandon the parklet. In addition, an annual \$800 sidewalk dining/liquor license fee must be paid; the same fee restaurants pay for traditional sidewalk dining. Furniture, heat lamps and umbrellas account for an additional \$2,000.

A local community focused general contractor, JR van Dijs Inc was selected to construct the first parklet at Lola's Mexican Cuisine and was able to complete the deck, planters and railings in three days. A street tree will be added with string lights spanning the length of the parklet.

Parklets can help reinvigorate communities allowing existing businesses to expand in current locations and are more economical than buying land or acquiring adjacent structures, even if these options are available. Funded strictly by private investment parklets create jobs, in the case of Lola's two additional full time positions were created, and contribute to generating additional sales tax from increased revenues and provide greater visibility for small retailers located between other buildings at the midblock. Studio One Eleven recently received a "contextual infill" award from Long Beach Heritage acknowledging that the parklet program is contributing to the economic viability of older historic buildings located on traditional main streets.

From an urban design perspective the parklet concept is an additional planning tool that can be leveraged to revitalize traditional retail corridors and contribute the complete streets concept by calming traffic that then allows bicycles, pedestrians and cars to more safely share existing public infrastructure.

CARLSBAD CURB CAFES

The First "Parklets" in North San Diego County

Facts

Studio One Eleven designed and processed North San Diego County's first "parklet" dedicated to restaurant dining in Carlsbad Village for Garcia's Mexican Restaurant at 2968 State Street. The project broke ground and was completed in October 2013. This new curb cafe spans two diagonal parking stalls and is the first restaurant to take advantage of a pilot program that was approved by Carlsbad's City Council in March of 2013. The three-year pilot program allows up to 11 curb cafes on low-speed streets in the core Village area.

Due to the excitement and publicity generated by Garcia's curb cafe, Studio One Eleven was also commissioned to design a curb cafe for The Australian Grill at 2961 State Street. The design plans are currently being reviewed by the City of Carlsbad with permits expected in early 2014.

studioneleven Parklet Portfolio

COMPARABLE PROJECTS / EXPERIENCE

Lola's Parklet

Long Beach, California

Client: Lola's Mexican Cuisine



Parklet Refresh

Lola's Parklet is the first to be completed in Southern California and serves as a gateway into the Retro Row Business District.

Parklets are an additional urban planning tool to help revitalize traditional retail corridors and contribute to complete streets by calming traffic --allowing bicycles, pedestrians and cars to efficiently share existing public infrastructure. Since the Long Beach parklet pilot program's inception this restaurant, and others like it, have experienced tremendous success with the curbside seating in high demand. Each parklet is designed to reflect the character of the restaurant or business it serves. Once Lola's received a facade improvement the parklet was also refreshed.



Original Parklet

Street Seats Parklet

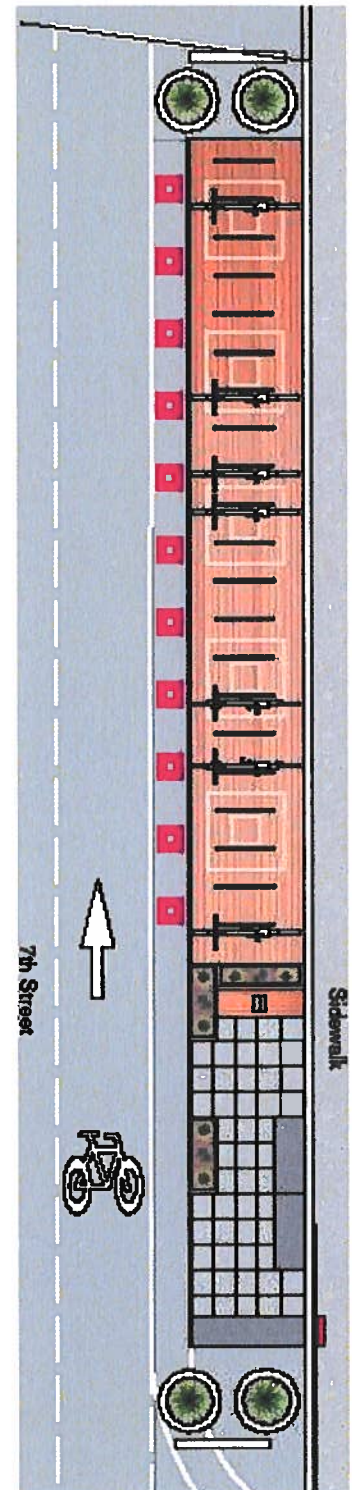
Los Angeles, California

Client: The Ratkovich Company

The Bloc and the 7th Street Metro Station are at the center of activity in Downtown and of transit in Los Angeles.



Street Seats Parklet acts as a transition to 7th Street from The Bloc, a downtown LA retail, office and event space, by creating a human-scaled space along the streetscape. Its primary purpose is to serve Angelenos using multiple modes of transit, including ride-share services and those traveling by bike. The parklet will include countertops in direct review of the adjacent passenger loading zone, as well as bench seating to accommodate longer wait times. In addition, the space accommodates 20+ bicycles to provide visitors with accessible, short-term public bike parking. Street Seats parklet is one component of the centrally located Bloc Mobility Hub, knitting together the Los Angeles region while engaging in transportation in a social setting. By transitioning from mobility to marketplace, the Bloc is an access point to changing the culture of how one moves around the city. By providing its visitors safety and security, it is the most comforting location for multi-modal transit in Los Angeles.



The Streets

Long Beach, CA

Client: ETC Real Estate and The City of Long Beach



This adaptive-reuse project led by Studio One Eleven is gradually repurposing a six block urban shopping center into a vibrant mixed-use destination.



The Streets is a 350,000-square-foot urban, pedestrian-oriented shopping and restaurant destination located off of 3rd Street and North Waite Court. The design re-integrates a network of private streets into the city block structure and surrounding neighborhood context of downtown Long Beach. The first phases have been completed and exemplify a creative, innovative and vibrant mixed-use development. The revitalization effort integrates architecture,

landscape and urban design solutions that highlight our commitment to environmentally sustainable and responsible design practices.

Studio One Eleven reconfigured parking and striping on 3rd Street to accommodate three new parklets with no net loss of parking. Additionally new bulb-outs were designed to allow for expanded sidewalk dining opportunities.

At Last Cafe Bulb-Out and Sidewalk Dining

Long Beach, California

Client: At Last Cafe



The parklet located at At Last Cafe was designed in partnership with the City of Long Beach and private owners of At Last Cafe.

Studio One Eleven worked closely with both parties to develop a sustainable design which accommodates curb adjacent sidewalk dining on 2nd Street, a new sidewalk bulb-out for additional dining and traffic calming on Orange Street and a demonstration rain garden at this important intersection. The project created a four way stop to further calm traffic and provide for more pedestrian friendly circulation. Materials consist of reclaimed wood cladding, a fruit crate wall mural, a kitchen themed landscape palette and built-in bench seating. This curbside extension played a key role in revitalizing the neighborhood in a sustainable and economical way, creating a more livable environment for the community of Alamitos Beach.



Robert Earl's BBQ - Design/Build

Long Beach, California

Client: Long Beach Uptown Business District



Robert Earl's BBQ is a simple place with award winning food but the location was a little inconspicuous.



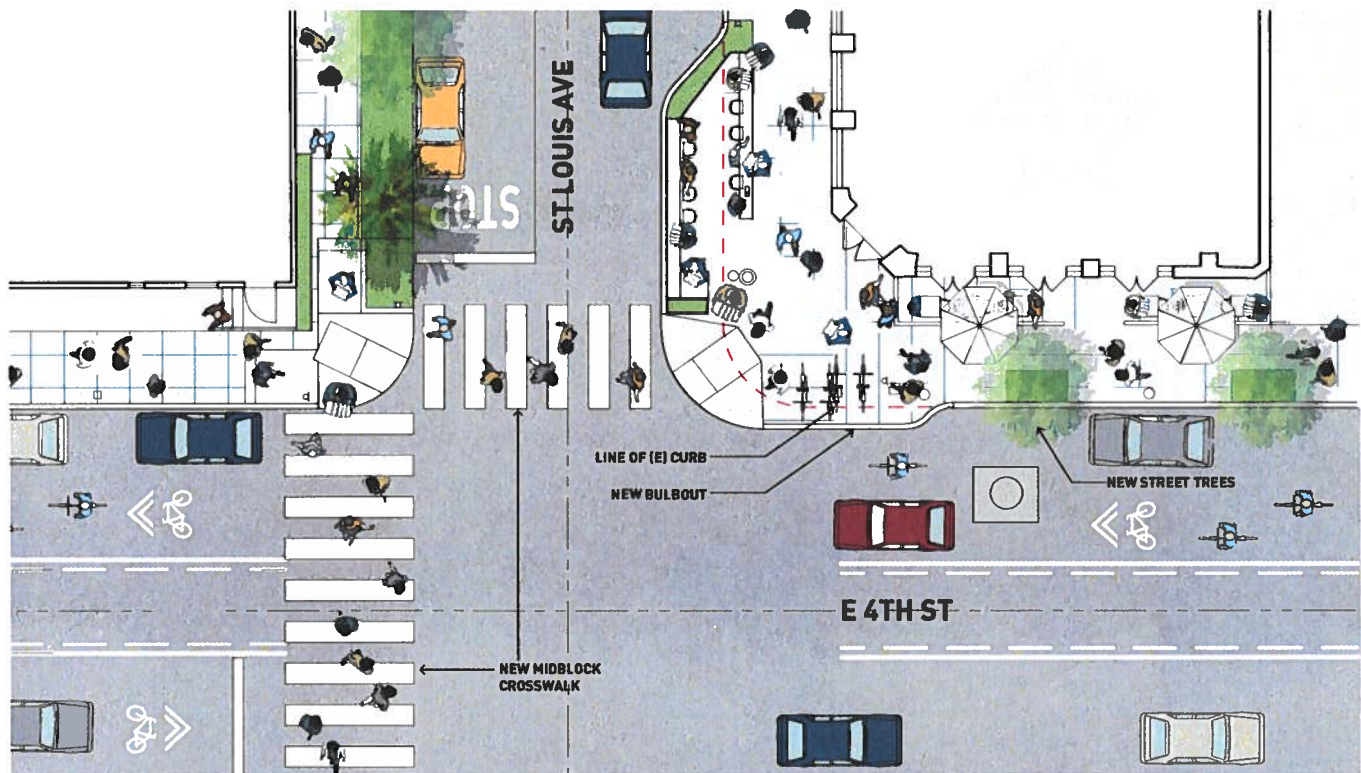
The eye-catching outdoor dining area creates a noticeable identity that reflects the restaurants' family oriented and relaxed atmosphere. Communal picnic tables, striped umbrellas, a custom built bar top and a bright red fence welcome guests to enjoy their bbq outdoors. This project was a collaboration between Council District 9, the Uptown Business District and Robert Earls BBQ and serves as a catalyst for future business improvements in the neighborhood. The Studio One Eleven designed sidewalk dining expansion and accompanying bulb-out coincided with Long Beach's newest bike lanes on Artesia Boulevard.

The Social List Bulb-Out and Sidewalk Dining

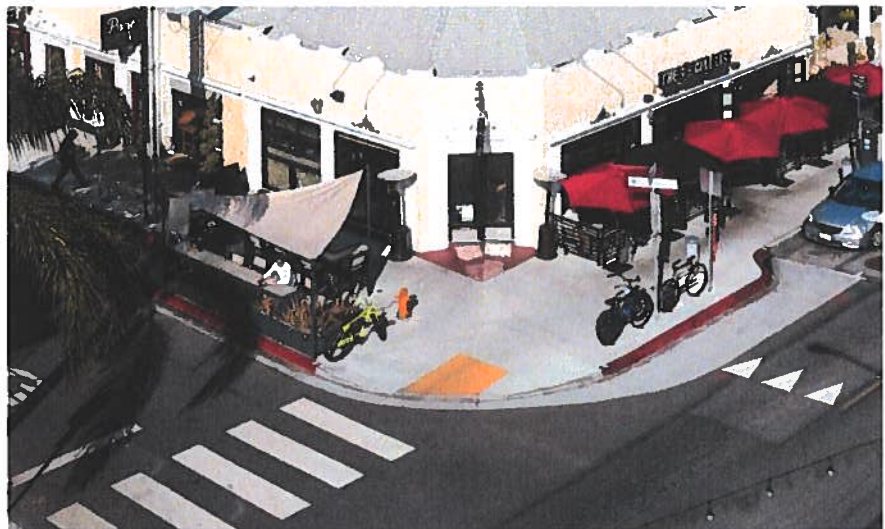
Long Beach, CA

Client: Navarro Norton Partners

A much needed crosswalk will be added to 4th Street's Retro Row corridor thanks to a public-private partnership between the owners of The Social List and Lola's Mexican Cuisine and the City of Long Beach.



The bulb-out is designed to offer Social List guests more patio seating, add greenery to the corridor and improve pedestrian safety in the area. Falling under both public safety and beatification initiatives, the bulb-out will slow traffic by narrowing the road as well as shorten the distance pedestrians must walk to cross it. People are drawn to people. By providing outdoor dining, motorists will see this as a pedestrian friendly district.



studioneleven Parklet Portfolio

Berlin Bistro

Long Beach, California

Client: Berlin Bistro

The parklet located in downtown Long Beach's Art District converted parking spaces into a unique outdoor dining space at Berlin Bistro.



Parklet prior to fixed shade element installation

Parklets act as sidewalk extensions that convert parking spaces into dining patios, with lost stalls being replaced by efforts such as curbside re-striping. They provide an economical solution for outdoor dining, revitalizing traditional retail corridors, and contributing to the complete streets concept by calming traffic and allowing bicycles, pedestrians, and cars to efficiently share existing public infrastructure. Berlin Bistro is the second parklet built in Southern California and was designed to reflect the restaurant's unique character. The planters and built-in seating utilizes horizontal cedar siding, internally illuminated pots, and drought tolerant planting.

Garcia's Curb Cafe

Carlsbad, California

Client: Garcia's Mexican Cuisine



Garcia's Curb Cafe is the first of its kind to be designed and installed in North County San Diego.

This project is part of a new pilot program in the Carlsbad core Village area which allows up to 11 curb cafes to increase the walkability of the Village, activate the street edge and reduce car speeds. A custom wood bench inspired by the colors and patterns of a serape creates a bold statement for the restaurant. Citrus colored planters contain drought tolerant grasses and succulents and act as a perimeter vehicular defense to satisfy the City's curb cafe safety requirements. The parklet occupies two diagonal parking stalls.



Paramount Boulevard Urban Renovation and Pond Park Extension

Paramount, California

Client: City of Paramount

Streetscape revitalization for a ½-mile stretch of Paramount Boulevard to transform the character of the City's Downtown and to create a pedestrian oriented district.

This project was innovative in its approach towards fostering a pedestrian-friendly character for Paramount Boulevard along with a variety of best practices in planning and design and a kit-of-parts approach for context specific improvements. The Plan utilized highly attractive and drought tolerant landscape as a unifying visual element to establish the character of a continuous garden linking a series of small parks, transit stops and outdoor dining opportunities. Streetscape improvements included the City's first parklet, reduced lane widths, mid-block crossings, graphic crosswalks, pedestrian lighting, pedestrian refuge areas and bulb-outs, parkway planting, new sidewalks, on-street parking, bicycle racks and street furniture, a new signalized intersection, custom designed multi-purpose structures and the extension of Pond Park.



Pop-Up Parklet

Long Beach, California

Client: Wide Eyes Open Palms



This parklet provides much needed outdoor dining space.

Wide Eyes Open Palms (WEOP) is a specialty coffee and seasonal food cafe with a strong customer base. It originated as a pop-up vendor at farmers markets throughout the region. Now with their first brick and mortar shop and unexpected growth this project provides more seating opportunities and celebrates the cafe's origins with a pop-up parklet -- utilizing non built-in elements such as perimeter planter pots, movable seating and umbrellas with a simple, modern aesthetic to compliment the interior design.

Broadway Medians

Long Beach, California

Client: City of Long Beach and Belmont Heights Community Association



Over 200 volunteers helped Studio One Eleven complete a six-year grassroots effort to calm traffic and promote pedestrian activity across Broadway in Long Beach.

This project involved transferring one-third of an acre of asphalt into permeable landscape across one-quarter mile, narrowing disproportionately wide traffic lanes and eliminating several left turn pockets. New landscaped medians were installed to slow traffic, provide a place of refuge for pedestrians, and ease the division between the neighborhood and the popular retail on 2nd Street. The landscape studio team assisted the Belmont Heights Community Association to procure 6,600 plants and led the community effort to install trees and plants such as *Tristania*, *Agave*, *Anigozanthos*, *Limonium* and *Senecio*.



Pine Avenue Parklet

Long Beach, California

Client: ETC Real Estate

This new parklet makes Downtown Long Beach the epicenter of parklet dining



“Decadence Row” is a portion of Pine Avenue that is home to a Bakery, Chocolatier and Pie shop between 4th and 5th Streets. This new parklet further activates downtown Long Beach meaning more outdoor dining and heavier foot traffic on a part of Pine Ave. that has largely been ignored. The parklet was fabricated from an old shipping container.

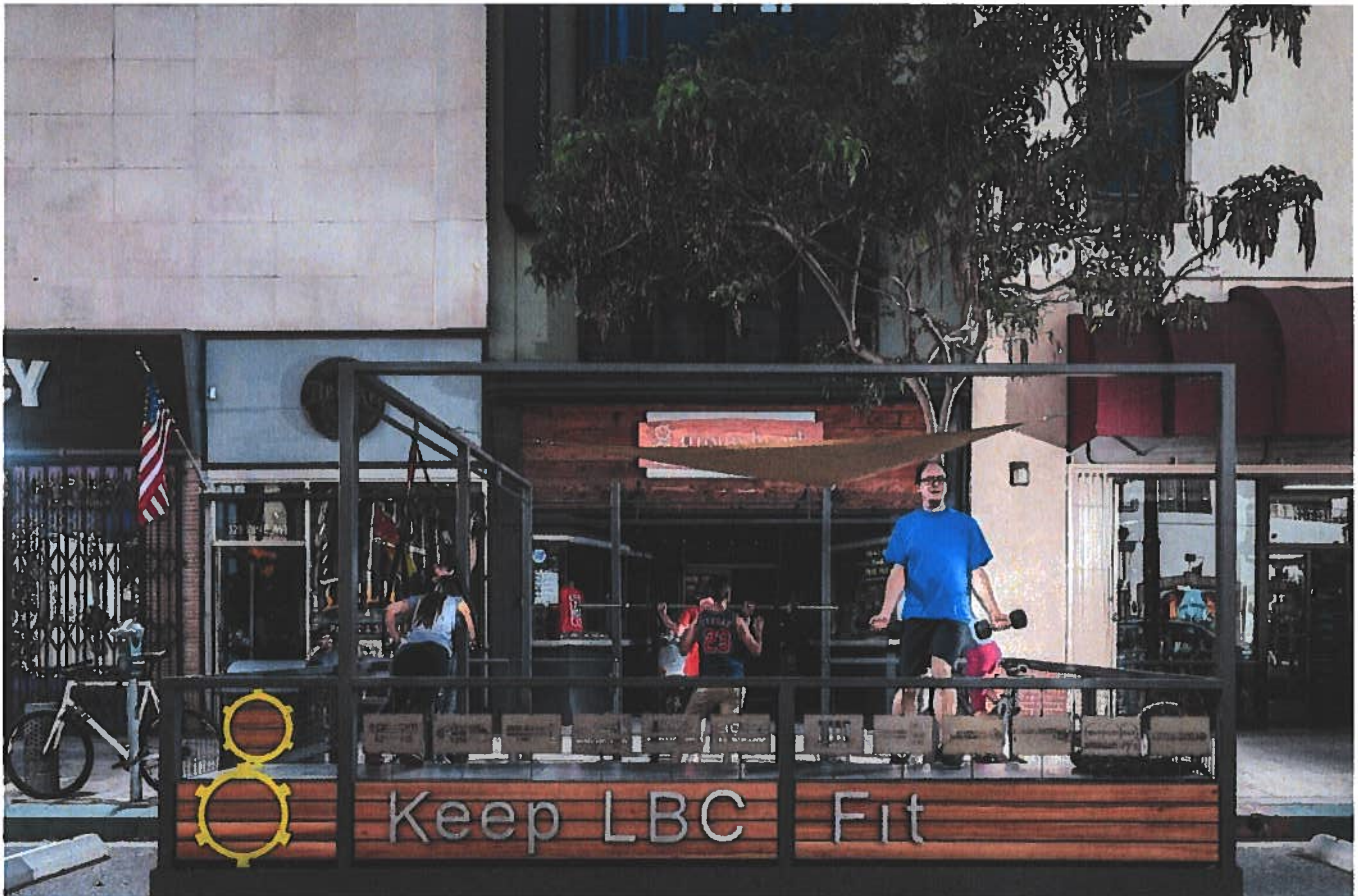
studioneleven Parklet Portfolio

Fitness Parklet

Long Beach, California

Client: Groundwork Fitness

Groundwork Fitness in Downtown Long Beach to Build Nation's First Fitness Parklet



From punching bags and spin cycles to weight lifting and pull-up bars, the utility of this parklet will shift and shape with whatever training workouts are going on a given day. It will be filled with gym equipment to provide inspiration and motivation to passers-by. The owner, Gio Ferraro, is "bringing the culture of famed Venice Muscle Beach and shrinking it down to parking size—all the while eschewing unnecessary machismo in order to make health and fitness more inviting." This project has set a new standard for parklets. "This has never been done before—anywhere," Ferraro said. "So we had to work the City Attorney in drafting what will be the guidelines for the project—truly a collaboration that is largely thanks to Councilmember Lena Gonzalez, Studio One Eleven, and Jan Van Dijs... Hopefully it invites other people to creatively look at their potential beyond the front door of their business."*

*source: <http://www.longbeachize.com/groundwork-fitness-in-downtown-long-beach-to-nations-first-fitness-parklet> February 25, 2018.

First Street Improvements

Long Beach, California

Client: City of Long Beach

Studio One Eleven provided development concepts and landscape design for the creation of pedestrian-oriented intersection improvements along First Street in Long Beach's East Village District.

New curb extensions at Alamitos Avenue facilitate safer street crossing for pedestrians and transit riders while new curb extensions with a landscaped plaza at the west corners of Linden Avenue create opportunity for spacious outdoor dining. Studio One Eleven produced design drawings and planting plans to be incorporated into construction documents created by the Long Beach Public Works Department.



4th Street Parklet

Long Beach, California

Client: ETC Real Estate

A trio of fast casual restaurants along 4th Street share a single parklet that stretches along the entire south end of their businesses.



Celebrating Long Beach as the second-largest container port in the United States Studio One Eleven designed two parklets that make use of old shipping containers. Corrugated metal walls are fashioned into perimeter planters and the corner posts are used to support string lighting and shade elements. This is the first privately installed and maintained parklet in Long Beach - as well as in the nation- serving several restaurants with a common outdoor dining space. It occupies four diagonal parking stalls, with a concrete platform poured over foam, making it the largest parklet in Long Beach. The first phase of construction has been completed. Furnishings, planting and shade elements will be installed in conjunction with construction of the Pine Avenue Parklet.



Taste Parklet

Long Beach, California

Client: Taste Kitchen

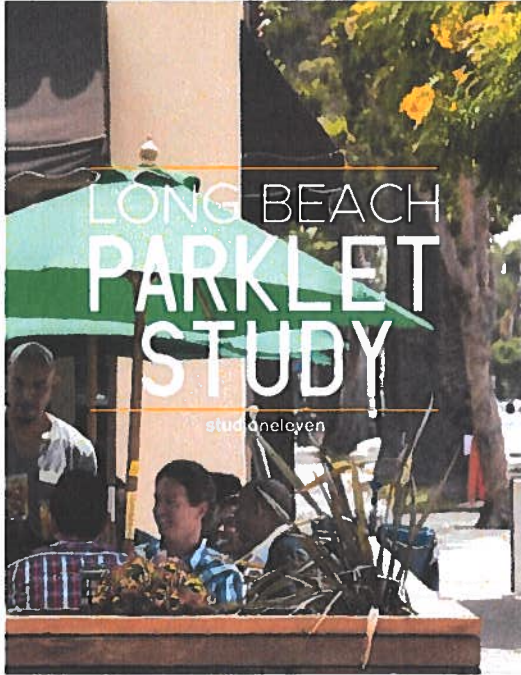
This parklet gives guests a chance to connect with community in a different way



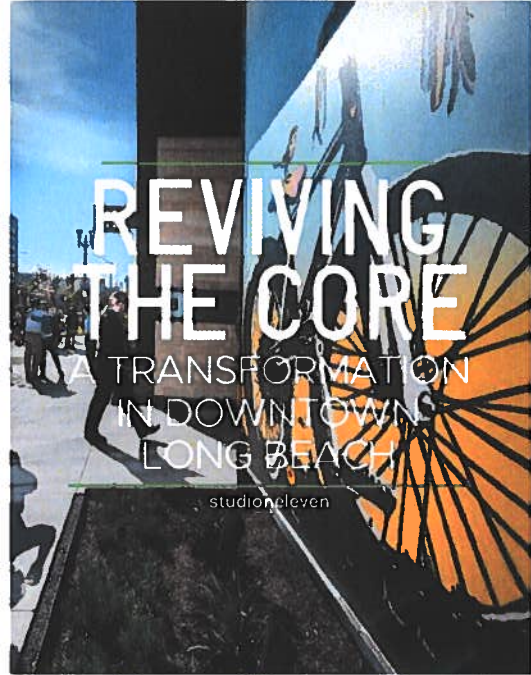
After two years of planning and working with the City of Long Beach, Taste Wine-Beer-Kitchen and Olives Gourmet Grocers have a new parklet on Broadway. The parklet occupies two parking spaces and provides seating for more than 20 patrons. During the day, it is used by Olives customers and at night it is used by Taste. Laurie Semon and Erin O'Hagan, owners of both establishments, stated "We think the parklet will help people know it's a restaurant." They even created separate menus just for the parklet.

Research Studies

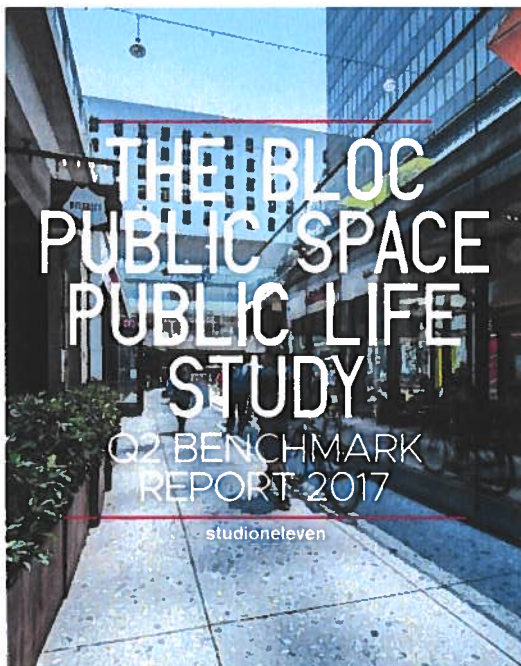
Long Beach and Los Angeles



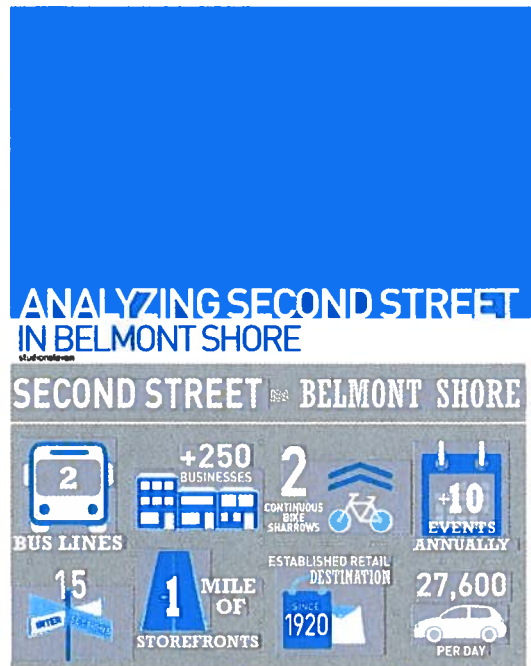
<https://view.publitas.com/rdc-s111-inc/long-beach-parklet-study/page/1>



<https://view.publitas.com/rdc-s111-inc/reviving-the-core/page/1>



<https://view.publitas.com/rdc-s111-inc/the-bloc-pspl-study/page/1>



<https://view.publitas.com/rdc-s111-inc/second-street-study-1/page/1>

Thank You

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EXHIBIT B
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA**COUNCIL POLICY**

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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