

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
VERDE DESIGN, INC.
FOR
ON-CALL ARCHITECTURAL ENGINEERING, LANDSCAPE
ARCHITECTURAL ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," VERDE DESIGN, INC., a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on-call architectural engineering, landscape architectural engineering and professional consulting services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Mark Baginski who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Million Dollars (\$1,000,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit, provided that any such use not within the purposes intended, by the Agreement shall be at City's sole risk.

8. HOLD HARMLESS

A. To the extent allowed by Civil Code Section 2782.8, CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs “Design Professional Services” within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. 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 other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars

(\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, 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, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall

be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or

other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Dir. Comm. & Library Services
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

VERDE DESIGN, INC.
ATTN: Mark Baginski
3685 Main Street Suite 350
Riverside, CA 92501

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining

covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for

CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this

Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,
VERDE DESIGN, INC.

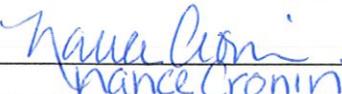
By: 

Devin Conway
print name

ITS: (circle one) Chairman/President/Vice President

AND

Principal

By: 

Nance Cronin
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

Mayor

City Clerk

INITIATED AND APPROVED:

Director of Community & Library Services

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:



City Attorney

Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,
VERDE DESIGN, INC.

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

Mayor

print name

ITS: (circle one) Chairman/President/Vice President

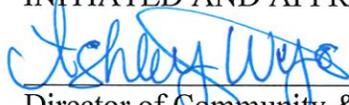
AND

City Clerk

By: _____

INITIATED AND APPROVED:

print name



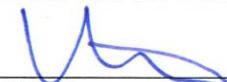
Director of Community & Library Services

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:



City Attorney

EXHIBIT "A"

- A. STATEMENT OF WORK: (Narrative of work to be performed)

Consultant to provide on-call architectural engineering, landscape architectural engineering and professional consulting services

- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

SEE ATTACHED EXHIBIT A

- C. CITY'S DUTIES AND RESPONSIBILITIES:

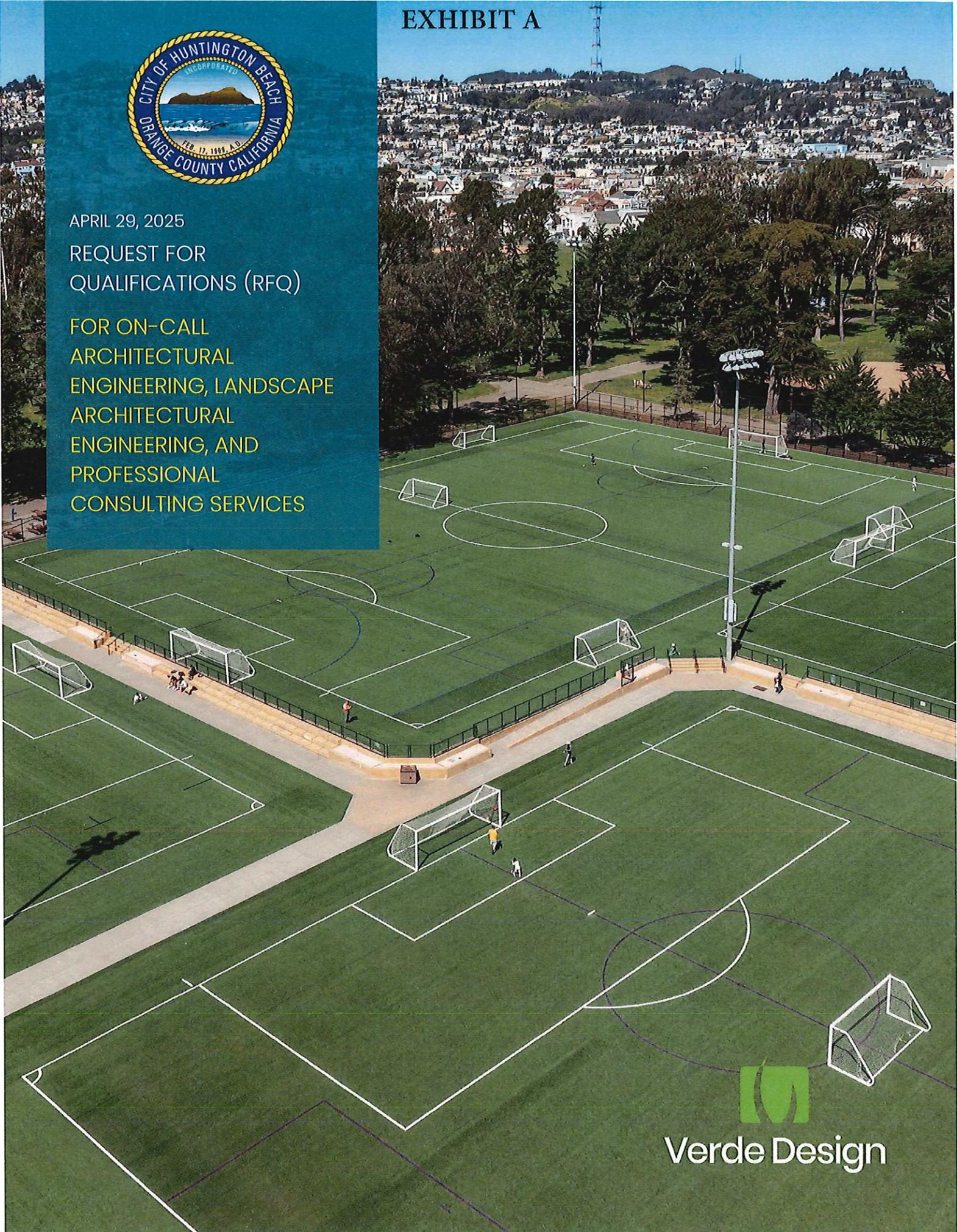
- D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT A



APRIL 29, 2025
REQUEST FOR
QUALIFICATIONS (RFQ)

FOR ON-CALL
ARCHITECTURAL
ENGINEERING, LANDSCAPE
ARCHITECTURAL
ENGINEERING, AND
PROFESSIONAL
CONSULTING SERVICES



Verde Design



Uptown Family Park, City of Poso Robles

TABLE OF CONTENTS

TAB A

VENDOR APPLICATION FORM AND COVER LETTER.....P3

TAB B

BACKGROUND AND PROJECT SUMMARY SECTIONP6

TAB C

METHODOLOGY SECTIONP9

TAB D

STAFFINGP16

TAB E

QUALIFICATIONSP24

TAB F

FEE PROPOSAL (*SUBMITTED SEPARATELY PER THE RFQ*)



April 29, 2025

City of Huntington Beach
2000 Main Street, Huntington Beach, CA 92648
Attn: Cody Hernandez, Buyer



SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL ARCHITECTURAL ENGINEERING, LANDSCAPE ARCHITECTURAL ENGINEERING, AND PROFESSIONAL CONSULTING SERVICES

Dear Mr. Hernandez and Members of the Evaluation Committee:

We thank you for considering our proposal for the City of Huntington Beach's (City) RFQ for On-Call Architectural Engineering, Landscape Architectural Engineering, and Professional Consulting Services. Verde Design, Inc. stands as a leading provider of comprehensive and integrated landscape architecture and civil engineering services. Our specialization encompasses the planning, design, and construction administration of public recreational and athletic facilities. We collaborate closely with cities, counties, and parks and recreation districts to develop outstanding outdoor environments that improve the quality of life for our clients' communities. We are a committed team of 51 experienced professionals dedicated to improving recreational facilities, athletic programs, and the unique environments that enhance neighborhoods and community areas. We represent a team of talented professionals, including myself, Chris Giannini, as associate and senior project manager, and Mark Baginski as project principal, to help you achieve your goals. Our firm boasts a strong history, having successfully completed over 750 projects for more than 110 public agencies, including over 45 successful on-call partnerships. Many of these projects align closely with your anticipated initiatives. The office that will be providing services is located at 3685 Main Street, Suite 350, Riverside, CA 92501.

Experience with Similar Projects: We proudly uphold an extensive portfolio of successful public recreational facilities, demonstrating our proficiency in transforming master plans into tangible construction projects. Our efforts prioritize health and wellness, fostering an environment conducive to both educational pursuits and recreational activities. This wealth of expertise has reinforced our distinguished reputation for crafting designs that are not only visually striking but also functional for public interaction, all while honoring the historical and cultural significance of the communities we serve. We possess a profound understanding of how to create community facilities that cater to the recreational needs and interests of the population, ensuring that these spaces are sustainable, operationally efficient, and visually appealing.

Sharing Our Knowledge: We will act as an integral part of your team, focusing on fostering robust relationships with your staff by attentively considering your evolving objectives and executing projects that fulfill them. Recognizing that proactive communication is essential for timely and budget-conscious project delivery, our team will be accessible and responsive during the entire process and even after project completion. By selecting Verde Design, you are securing a dedicated advocate and a partner invested in the enduring success of your projects.

We trust that this submission will enhance your comprehension of our dedication to excellence in design and exceptional service for our clients. We are eager to have the chance to create something remarkable within the Huntington Beach community, all while adhering to the established timeline and budget constraints. In my capacity as both associate and senior project manager, I, with the assistance of Mike Salazar, project manager, will be your main point of contact and will remain actively engaged throughout the entire process until your project is successfully completed. The proposal price will be valid for a period of at least 180 days. We acknowledge Addendum No. 1 and 2.

Sincerely,
VERDE DESIGN, INC.

Chris Giannini, RLA, Associate & Sr. PM (City contact)
951.221.3142 | chrisg@verdedesigninc.com
3685 Main Street, Suite 350, Riverside, CA 92501

Mark Baginski, RLA, LEED AP, Principal (Authorized Signature)
408.850.3411 | mark@verdedesigninc.com
3685 Main Street, Suite 350, Riverside, CA 92501



REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Verde Design Inc.

Contact Person for Agreement: Mark Baginski

Corporate Mailing Address: 3685 Main Street, Suite 350

City, State and Zip Code: Riverside, CA 92501

E-Mail Address: mark@verdedesigninc.com

Phone: 408.850.3411 Fax: 408.985.7260

Contact Person for Proposals: Chris Giannini

Title: Associate, Senior Project Manager E-Mail Address: chrisg@verdedesigninc.com

Business Telephone: 951.221.3142 Business Fax: 408.985.7260

Year Business was Established: 2007

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION



Names & Titles of Corporate Board Members

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

Names	Title	Phone
Mark Baginski	Principal/Secretary	408.850.3411
Devin Conway	Principal/Vice President	408.850.3420
Derek McKee	Principal/President	408.850.3410
Nance Cronin	Principal/Treasurer	408.850.3405
Antonia Conway	Board Member	408.884.9585

Federal Tax Identification Number: 20-897-4203

City of Huntington Beach Business License Number: N/A
 (If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: _____



FIRM PROFILE

VERDE DESIGN FIRM INFORMATION

Type of Legal Entity: S Type Corporation and Certified Small Business Enterprise

Years in Business: 18 years

Number of Employees: 51

Main-Contact: Chris Giannini, RLA, Associate, Sr. PM, 951.221.3142 | chrisg@verdedesigninc.com

Office Providing Services: 3685 Main Street, Suite 350, Riverside, CA 92501

Website: www.verdedesigninc.com

ABOUT VERDE DESIGN

Verde Design is an integrated landscape architecture and civil engineering firm specializing in award-winning recreational and athletic-focused spaces. We provide our clients with comprehensive planning, design, and construction administration services, and focus on serving cities, counties, and parks and recreations districts.

We have partnered with over 110 public agencies to date, and have completed more than 750 public facility projects for clients. Projects have ranged from small neighborhood pocket parks to destination sites, including expansive community parks and sports complexes. We staff our projects with a team of creative problem solvers, and draw upon our in-house site planning, grading and drainage, planting, and irrigation design expertise, to provide solutions that meet or beat project schedules and remain within the established project budgets.

BRIEF HISTORY

In 2007, Derek McKee and Devin Conway, both veterans of the A/E/C industry, purchased key assets of a former firm and founded Verde Design, a certified SBE. Our leaders have crafted a culture rooted in sound practice, focused on sustainability, and staffed with people who care about enhancing their communities. Since our founding in Santa Clara, we expanded operations with additional offices in Folsom, Santa Rosa, and Riverside.

18 YEARS IN BUSINESS
AS A CERTIFIED SMALL BUSINESS ENTERPRISE

150 PARK & PLAYGROUND PROJECTS FOR PUBLIC AGENCIES

110 PUBLIC AGENCIES PARTNERED WITH OVER THE LAST 18 YEARS IN BUSINESS

FIRM PRINCIPALS



OUR PROJECTS & SERVICE TYPES

- Landscape Architecture
- Civil Engineering
- Master Planning
- Facility Assessments
- Management Plans/Studies
- Feasibility Studies
- Schematic Design
- 3D Modeling
- Community Facilitation & Outreach
- Construction Documentation
- Irrigation Design & Audits
- Cost Estimating
- New & Replacement Athletic & Rec Fields
- New & Replacement Playgrounds
- All-Inclusive Playgrounds
- Bike/Skate Parks
- Sports Field/Park Lighting
- Tennis/Hard Courts
- Pre-Fab Buildings for Restrooms, Concessions, Maintenance, and Storage
- Plazas/Entry Elements
- Stormwater Facilities
- SWPPP & SWMOCP



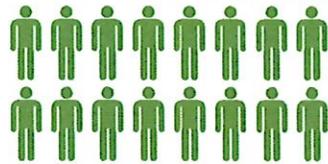
VERDE DESIGN BY THE NUMBERS

WE ARE PROUD THAT OVER 96% OF OUR BUSINESS COMES FROM REPEAT CLIENTS

96%



51 TALENTED PROFESSIONALS



750

ATHLETIC FACILITY PROJECTS COMPLETED IN THE LAST 18 YEARS IN BUSINESS



4

SANTA CLARA
FOLSOM
SANTA ROSA
RIVERSIDE
BRANCH OFFICES

*OFFICE PROVIDING SERVICES:
RIVERSIDE OFFICE: 3685 MAIN ST,
SUITE 350, RIVERSIDE, CA 92501



110 PUBLIC AGENCIES PARTNERED WITH IN THE LAST 18 YEARS IN BUSINESS

\$750 MILLION IN PUBLIC PROJECTS COMPLETED

18

YEARS IN BUSINESS AS A CERTIFIED SMALL BUSINESS ENTERPRISE

42

PROJECT DESIGN AWARDS RECEIVED

400

SYNTHETIC TURF FIELDS

DESIGNED FOR OUR PROJECTS/CLIENTS



Verde Design possesses a wealth of experience in the design of athletic and recreational facilities, having successfully completed more than 400 projects involving synthetic turf, which includes over 100 synthetic turf field replacements. Our comprehensive understanding of these turf systems, combined with our technical proficiency, has established us as a premier specialist in synthetic turf across California.

The expertise of our project team encompasses a thorough knowledge of the necessary products, drainage solutions, maintenance protocols, and the management of program usage that synthetic turf fields demand. We are committed to equipping you with the essential information required to make well-informed choices regarding the selection of products for your fields.



TAB B BACKGROUND AND PROJECT SUMMARY SECTION

UNDERSTANDING OF THE CITY

Verde Design understands that the City of Huntington Beach (City) is built out and new development is limited. As existing facilities age, renovation, re-imagining and redevelopment of public spaces is critical to meeting the community's needs. The City is seeking qualified design consultants to submit qualifications to be selected to provide consulting services on an "on-call" basis for projects to be determined during the three-year term of the contract which has an optional one-year term. The City will issue task orders for each project based upon the scope of services, qualifications, work schedule and reasonableness of the fee. For task orders greater than \$50,000, the City will solicit qualifications from two or more consultants. In the case of projects where the consultant cannot provide all services internally, we may sub-contract with appropriate firms. The scope of work in general terms will include the following.

- Kick-off & progress meetings
- Preliminary plans and design
- Entitlements/permits
- Construction documents (plans, specifications, cost estimates and bidding documents)
- Technical reports and analysis of varying types
- Bid assistance
- Construction support

Verde Design is submitting under the Landscape Architectural Engineering Services category. We understand that the objective is to provide the City with experienced, professional personnel to provide high quality, timely services and documents for bidding and construction. The types of services include the following.

- Provide landscape, architectural, planning and design services primarily for existing City parks, facilities, community centers, clubhouses, tenant improvements, ADA modifications and park developments.



UN Plaza, City of San Francisco

- Landscape architecture services throughout City medians and public spaces
- Prepare sketches, renderings, and materials boards providing alternative architectural concepts, designs, and options that can be applied to project requirements.
- Prepare in AutoCAD or Revit, 24x36 inch construction drawings for bidding and archival purposes, providing code requirements, floor plans, ceiling plans, roof plans, elevations, walls, material schedules, door and window schedules, and details. A full-size set at design stage will be provided with electronic file in PDF format, and in AutoCAD or Revit format.
- Provide technical specifications in MS Word format, for materials and methods to be incorporated into the City's Standard Supplemental Master Specifications.
- Prepare Architect's/ Engineer's cost estimates.
- Provide support during construction of projects.
- Prepare as-builts and provide electronic file in PDF format, and in AutoCAD or Revit format.
- Additional services such as assistance with environmental assessments, material testing, civil and soils engineering and building architecture may also be provided through the use of subconsultants or in-house personnel.



APPROACH AND METHODOLOGY

IMPLEMENTATION PLAN

PROJECT MANAGEMENT

Our approach to project management starts with the allocation of a highly skilled and experienced team tailored to each project. Chris Giannini will act as the senior project manager and your main point of contact, while Mark Baginski will take on the role of principal-in-charge. Both professionals bring over thirty years of experience in designing, managing, and supervising a diverse range of projects that align closely with the City of Huntington Beach's (City) upcoming projects.

Mark and Chris have collaborated on numerous projects focused on the development of neighborhood, community, and regional park facilities, encompassing both new constructions and renovations. Their work spans a wide array of enhancements, including inclusive playgrounds, fitness stations, splash pads, and various sports courts, as well as amenities like picnic areas, amphitheaters, and dog parks. They have also designed aquatics centers, running tracks, and fields for baseball, soccer, and cricket, while ensuring the integration of essential infrastructure such as sports lighting, irrigation systems, and efficient grading and drainage solutions tailored to client needs. Additionally, their partnership extends to the creation of educational plazas and collegiate athletic facilities, showcasing their dedication to improving community spaces through thoughtful design and landscaping.

The effectiveness of our collaborative approach lies in the commitment of our key personnel, who will be engaged with the project from its inception to its completion.

We prioritize fostering strong partnerships, ensuring that our clients feel comfortable reaching out with inquiries or seeking



John D Morgan Park, City of Campbell, 2022 American Public Works Association (APWA) Honor Awards Recipient (Env/Parks < \$2M)

our insights. This relationship-driven service promotes transparent and candid communication throughout the duration of the project and beyond. We will ask you about your preferences regarding communication method and frequency during the project and will tailor our communication style to suit your preferences. Documents like the Basis of Design Document, Design Log, and Submittal Book will help us communicate ideas, track inquiries and document design progression, which will help you manage the project from the City side and will help you communicate project progress to your team.

The Basis of Design document will provide a detailed summary of our understanding of the conceptual design. The Design Log documents the questions and decisions that arise during the design phase so that when the project is complete, a summary of specific decisions that shaped the final design can be easily referenced. These documents will be included in the Submittal Book along with an updated estimate of cost, plan and spec submittals and proposed site furnishing images that extends from conceptual design through the final CD submittal. These





South Sunset Fields, San Francisco

resources, among others, are integral to our team's internal and external processes, facilitating the communication of critical information throughout the project lifecycle.

In the process of preparing progress submittals, we find it advantageous to convene with the design team to collectively examine the plans and specifications. This collaborative approach fosters effective communication among team members, enabling us to identify and rectify any gaps in the plans while minimizing ambiguities. To facilitate this teamwork, we have invested in a variety of user-friendly and interactive tools that enhance collaboration with our staff, partners, and clients. One of the primary tools we employ for our internal Quality Assurance / Quality Control measures is Bluebeam Revue, which we utilize consistently for plan review, document plan revisions and managing agency approval processes. We are also able to share Bluebeam studio sessions with the client, if desired, so that real-time plan review can be done by the City as well. These redlined documents can be shared as pdf

files with the City to document the plan review process for all parties. Furthermore, we are equipped to participate in design charrettes through online platforms or in-person with the City and other Stake Holders.

SOLICITING AND DOCUMENTING VIEWS OF INTERNAL AND EXTERNAL STAKEHOLDERS

There are various definitions of "stakeholder." We begin by verifying who our stakeholders are and understanding their relationship with the project and the typical approach the City has used before. We have approached stakeholder input in various ways. Sometimes, with smaller groups, it can be as simple as one in depth meeting. Larger groups, especially when they include community groups or special interest groups, may require several progressive, outreach meetings that start with general project information and end with finalized conceptual planning based upon stakeholder input. We sometimes also prepare project documents, questionnaires, support images and graphics that are used in an online platform that allows stakeholders



& the local community to conveniently provide their input virtually and conveniently. Just as with live meetings, we then take that input and summarize it and put it into easy to read and understand formats and graphics to document the outreach process. These summaries also demonstrate to the stakeholders that they have been heard and that their input was integrated into the development of the project. This information then serves as our design directives that we use to inform our design process and ultimately to develop the final project design.

SCOPE OF WORK

DELIVERING SERVICES/PROJECT APPROACH TO WORKING WITH THE CITY

Verde Design believes that the key to developing successful projects begins with a simple, but clear, philosophy, **Investigate, Listen, Understand, and Recommend**. These are the core elements of our project approach. Beginning with our initial kick-off meeting with City staff, we will learn more about the proposed project(s) and better understand your goals. This framework is critical to ensure consistent and clear communication is established between our team and City staff. Our desire is to build rapport with our clients. We want to become trusted partners as we work with you and for you on your projects.

Investigate - The first step to the success of a project begins with a solid investigation. We will review existing documents and plans. We will conduct a site visit with client staff to understand and analyze the existing conditions of the facilities. This will ensure that we fully understand the projects' parameters and constraints, as well as the existing site conditions and existing challenges. This site analysis effort will be utilized throughout the projects, enabling educated and effective decisions to be made at the beginning of the design phase and throughout the project design.



Kaiser Permanente Sports Village, City of Bakersfield

Listen - A key element to project success, or any relational success for that matter. We emphasize the importance of listening to all project stakeholders' concerns and desires. Our team will provide options and incorporate guidance provided by our client and other stakeholders, including maintenance and operations staff, user groups, advisory bodies, and members of the community. The result of our focus on listening is a cohesive team that works together on a shared path of understanding with client goals in mind, resulting in smooth-running projects.

Understand - As we mentioned, we use all information available to develop design solutions that respond to our clients' project needs, including site constraints, client staff direction, community feedback, and the allocated budget. We document our understanding of the input and design process by providing you with a Basis of Design Document. This document serves as a summary of the input we have received and states what we have heard and what our understanding of the design directive is. We list all aspects of the project design in detail so that you can review and comment on it to ensure that we have the same understanding and expectations.





Kay Sakamoto Park, City of Roseville

Recommend – Using our clients’ clear and approved concept, we will render the project’s vision into a complete, biddable set of construction documents. The Verde Design team will draw upon past successes with our extensive recreational projects, and knowledge of recreational and athletic facility design and construction to seamlessly facilitate the construction document phase. With most of our projects being constructed, our staff are also well experienced in supporting our clients through bidding and construction phases.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Our dedication to quality control throughout the life of a project is one of the ways we establish trust that leads to long-term relationships with our clients: We are proud of the fact that over 96% of our business comes from repeat clients. Our internal Quality Assurance (QA)/ Quality Control (QC) reviews address design, biddability, constructability, compliance with local/state codes, and project requirements.

Our QC begins with the design phase and continues throughout a project’s life. During the design phase, we will review the content

of the schematic design graphics and support elements. The review at this stage is not technical, but quality control reviews the design to verify community and staff comments are included or rectified, spelling, as well as graphic clarity.

As we develop construction documents, we have a licensed professional who is not part of the project team provide a ‘fresh eyes’ review of the documents, in addition to the reviews by the principal-in-charge and the project manager. We perform internal redline reviews, incorporate revisions, and review all client comments prior to submitting the documents to you.

We review the submittal packages one week prior to our submittal date and again during the City review period. During submittal review meetings with City staff, we will share our comments and jointly decide how to address each of them. As part of our internal review process, we request draft submittals from all team consultants one week prior to the submittal date. We review their plans, comment on their materials, coordinate improvements between all team members, and return them for updates as needed before we incorporate their materials into our submittal package to you.



Another aspect of our quality assurance process is our multi-disciplinary firm. We have licensed landscape architects, civil engineers, and irrigation designers working together on the design and integration of the drainage, utilities, grading, materials, paving, layout, planting, and irrigation. Our staff will develop the project with systems designed together, creating a more efficient and effective product.

Upon your request we can provide our internal redline pdf drawings with each submittal that will outline comments and items we have seen and have addressed prior to our submittal. We can also provide City staff comments and documents that were provided as part of the city's review process with what their status is and how they were resolved. Each submittal includes priority items such as cost estimate progress, plan updates, specifications, basis of design document and the design log which tracks questions, answers or outstanding items that came up since the last submittal. All team members help update this report for each submittal. At each submittal, we also have a meeting with City staff to present the submittal package in which the progress report is essentially the meeting agenda.

The goals of the Verde Design QC/QA process are to ensure that the project is bid within the stated budget, that the documentation package is clear and free of ambiguity so that it can be properly priced by a group of qualified bidders, and that the improvements can be constructed in accordance with the design intent.

HOW WE CONTROL SCHEDULING

Verde Design employs 51 professionals with a variety of experience and expertise that can be utilized to complete or assist with any project. The variety of work completed



Fair Oaks Park, City of Sunnyvale
2022 APWA Honor Awards Recipient (Env/Parks \$5M-\$25M)

by our firm allows us to intelligently respond to the needs and design services that may be required for your anticipated projects. We strive to provide problem-specific solutions by matching the personal and professional qualities of the individuals on our team to best serve the project's needs.

Project schedules are a critical aspect of all projects outlining tasks, milestones, and deliverables. When the schedule is being developed, we develop our internal staffing plan and workload schedule. Communicating and coordinating large staffing needs for a project is done internally in our weekly production meetings. If a project is going to require more staff than one project team can complete, we look at additional staff support or overtime to meet delivery schedules.

At the start, we will meet with you and your project team. We will review your overall schedule constraints, identify critical path items, set initial milestones, and then prepare a draft master project schedule for further discussion. This schedule will include such items as submittal deadlines, dates for review/presentation meetings, community/





Noe Valley Town Square, City of San Francisco

governing body milestones, agency review, etc. As the schedule is refined and dates are set, we will make staffing assignments within Verde and arrange internal workloads to meet your deadlines. As the lead consultant, we will also be carefully coordinating the work of team consultants to ensure that their work is completed on schedule.

PREPARING BUDGETS AND ESTIMATES METHODOLOGY

Good budgeting and estimating begin with developing a clear project program, prioritizing the program elements, and aligning them with your expressed budget. We begin each project by developing cost estimates based on the known information and program. We work with the client to determine the revisions to the program throughout each submittal to maintain the accuracy of project costs within budget. Our estimates are developed by our staff and team, and we start them early during the design phase.

Verde Design is actively working throughout California and understands that market conditions vary. Our team adjusts to local market conditions to provide the most

accurate estimate possible. While we are seeing some easing of inflationary influences, there is uncertainty in future markets relative to potential tariffs on foreign goods which will cause some escalation in selective products.

Our strategy to overcome these challenges is a multi-faceted approach to cost estimating, including utilizing relationships in the contractor community to understand current pricing and preparing additive alternates to our project plans to cushion against market dynamics.

CONTINGENCIES UTILIZED

Verde Design utilizes the following contingencies as a starting point for most projects:

- Survey, Permits, Traffic and SWPPP 3%
- Bonding 2%
- Mobilization/Project Management 12-15%

We have also carried other contingencies as determined by the project and bidding environment:

- Escalation +/- 5%
- Bidding Contingency +/- 5-10%
(Based on the number of bidders received)





Edgewater Park, City of Foster City

Our pricing approach includes materials, labor, and markups based on a proven format we have honed over years of successful project bidding. The trickiest part of cost estimating is the dynamics of the market at the time of bid versus when the plans are completed, which is usually months before in some cases. Adding a bid contingency is good if there is a lag between the final estimate and bidding.

STANDARD ESTIMATING MANUALS USED AS REFERENCE

Verde Design does not rely on manuals or guidebooks for estimating. We have found these to be unreliable. We focus on getting real costs from contractors, suppliers, and manufacturers. We communicate with specialty trades to understand asphalt, concrete, electrical, fencing costs, etc. We can demonstrate the accuracy of this approach through our historical bid results summary.

SPECIFIC TASKS IN THE SCOPE OF WORK

As previously noted, it is our intent to build rapport with City staff with the goal of developing efficient and effective lines of communication. The initial expectation from City staff is to provide information. Information

about communication preferences, information regarding expectations from the design consultant, information regarding the City's design guidelines and design preferences and processes and lastly, information about the project site. This would include assistance in locating existing record drawings. We would also like to hear from maintenance staff regarding challenges on existing sites or long-term maintenance preferences.

Once we are in the design phase, we will look to the City to collect and provide input from City staff relative to design options as well as provide meaningful input on both conceptual designs and construction drawing, milestone submittals as well as calendar availability relative to project meetings or site visits. If there are community meetings, we see the City staff as partners and co-facilitators in some respects depending upon the complexity of the project.

As the design consultant, it is our role to provide you with status reports on the project related to budget, schedule, and design decisions. We will provide you with appropriate plans, specs and estimates for your review based upon input we have been provided.



- D. the dates of the alleged events; and
- E. the reasons for anticipating a Claim,

any Claim subsequently made against any Insured arising out of such Potential Claim will be deemed to have been made on the date such notice was received by the Company.

All notices under this section must be sent or delivered to the Company set forth in ITEM 3 of the Declarations and will be effective upon receipt.

IX. RELATED CLAIMS

All Claims or Potential Claims for Related Wrongful Acts will be considered as a single Claim or Potential Claim, whichever is applicable. All Claims or Potential Claims for Related Wrongful Acts will be deemed to have been made the date:

- A. the first of such Claims for Related Wrongful Acts was made; or
 - B. the first notice of such Potential Claim for Related Wrongful Acts was received by the Company,
- whichever is earlier.

X. SUBROGATION

In the event of payment under this policy, the Company is subrogated to all of the Insured's rights of recovery against any person or organization to the extent of such payment and the Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured will do nothing to prejudice such rights.

Section X. SUBROGATION does not apply if the Insured, prior to the date a Wrongful Act is committed, has waived its right of recovery for Damages that result from such Wrongful Act.

XI. RECOVERIES

All recoveries from third parties for payments made under this policy apply, after first deducting the costs and expenses incurred in obtaining such recovery:

- A. first, to the Company to reimburse the Company for any Deductible amount it has paid on behalf of any Insured;
- B. second, to the Insured to reimburse the Insured for the amount it has paid which would have been paid hereunder, but for the fact that such amount is in excess of the applicable limit hereunder;
- C. third, to the Company to reimburse the Company for the amount paid hereunder; and
- D. fourth, to the Insured in satisfaction of any applicable Deductible paid by the Insured,

provided that such recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

XII. ACQUISITIONS

If, during the Policy Period, the Named Insured acquires or forms an entity that performs Professional Services, coverage will be provided for such acquired or formed entity and its respective Insured Persons for Wrongful Acts committed after the Named Insured acquires or forms such entity. Coverage for such entity will end 90 days after the acquisition or formation of such entity, or the end of the Policy Year, whichever is earlier, unless the Company has agreed to provide such coverage by endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION PROVIDED BY THE COMPANY

This endorsement changes the following:

Professional Liability Terms and Conditions

PROVISIONS:

If the Company cancels this policy for any statutorily permitted reason other than nonpayment of premium, the Company will mail or deliver notice of cancellation to the Person or Entity shown in the Notice Schedule below. The Company will mail or deliver such notice to the address provided by the Named Insured at least the number of days shown for cancellation in such Notice Schedule before the effective date of cancellation.

Notice Schedule

Number of Days Notice of Cancellation: 30

Person or Entity:

Any person or entity to whom the Named Insured has agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. the Named Insured sends the Company a written request to provide such notice, including the name and address of such person or entity, after the Named Insured receives notice from us of the cancellation of this policy; and
2. The Company receives such written request no later than 10 days after the Named Insured receives the notice of cancellation.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 107647481