

CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH CIVIL SOURCE

THIS AGREEMENT is made and entered into this 3rd day of December, 2013 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Civil Source, Inc., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide as-needed staff support for various parks 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" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of 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 the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B", both 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 warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid on an hourly basis for all work performed under this Agreement on an as-needed basis and in accordance with the hourly rates set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Response"). Consultant's total compensation shall not exceed Two-hundred Thousand Dollars (\$200,000.00). The amount of hours consultant shall devote to this project will be determined solely by City.

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

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provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to 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 forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on December 3, 2015 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated 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, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

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

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

5.2. Endorsements. The commercial general liability insurance policy and business

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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. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Civil Source
9930 Research Drive, Suite 200
Irvine, California, 92618
Tel: (949) 585-0477
Fax: (949) 585-0433
Attn: Amy Amirani, PE

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5378
Fax: 714-754-5330
Attn: Fariba Fazeli

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign,

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transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that 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. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

6.25. Severability. If any provision of this Agreement is determined by a court of

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

Jim Righeimer, Mayor

Date: _____

CONSULTANT

Amy Amnain
Signature

Date: 11/8/13

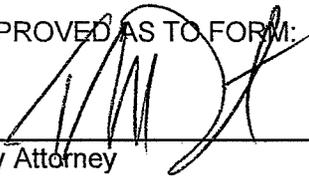
AMY AMIRANI, President
Name and Title

205 729 456
Social Security or Taxpayer ID Number

ATTEST:

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

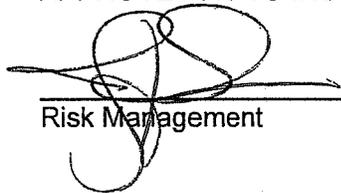
APPROVED AS TO FORM:



City Attorney

Date: 11/13/13

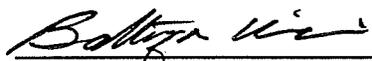
APPROVED AS TO INSURANCE:



Risk Management

Date: 11/14/13

APPROVED AS TO CONTENT:



Project Manager

Date: 11/15/13

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

October 18, 2013

SUBJECT: REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE STAFF SUPPORT FOR VARIOUS PARKS PROJECTS

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to submit resumes of candidates to provide on site project/construction management services for various Parks' Capital Improvement Projects. The schedule is as follows:

<u>ENGINEERING SCHEDULE</u>	<u>DATE</u>
1. Proposal Received by the City	10/28/13
2. Interviews with selected candidates	10/30/13 to 11/01/13
3. Award Professional Services Agreement	12/03/13
4. Start work	12/05/13

Attached is a Request for Proposals (RFP's) to provide professional services. The proposal requirements and the necessary professional services required by the City are stated within the RFP. The consultant shall provide all services as requested in the RFP and stated in the submitted proposal.

CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person is Fariba Fazeli, at (714) 754-5378. Please do not contact other staff members in reference to this RFP prior to the announcement of the award.

PROPOSAL SUBMITTAL REQUIREMENTS

Please submit three (3) copies of each candidate (up to five candidates) with their respective hourly rate no later than 3:00 p.m., on Monday, October 28, 2013. All proposals shall be delivered or mailed to:

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

Mailing Address:
P.O. Box 1200, Costa Mesa, Ca 92628-4193

Sincerely,

Fariba Fazeli, P. E.
City Engineer

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE STAFF SUPPORT FOR VARIOUS PARKS PROJECTS

1. INTRODUCTION

In order to move forward with the Park's CIP projects, a Project/Construction Manager is needed to oversee the completion of all the Council-approved Parks projects.

The scope of work for this contract requires the consultant to provide a Professional Engineer or a Landscape Architect to oversee the design and construction of various CIP projects in the capacity of a Project/Construction Manager on an as needed basis. This includes, but is not limited to, preparation of Requests For Proposals for Professional Engineering and/or Architectural Services, review and plan check of construction documents, review and manage consultants and/or contractors' activities and performance, advertise projects for construction, negotiate contract change orders, monitor project schedules, provide construction management, and administer all federally funded projects (i.e. award package, reimbursement requests, material testing and inspection, final report, DBE and labor compliance, etc.)

Below is a list of parks' projects and their status:

PROJ. NO.	PROJECT NAME AND STATUS
1	<p><u>SMALLWOOD PARK</u> Funding has been approved for phase II of this project (construction of a playground) design of park repairs, upgrade of existing facilities, and addition of new elements. A landscape architect has the design park improvements for the park. Funding has been allocated for the construction of a portion of these improvements.</p> <ul style="list-style-type: none"> • Prepare construction documents and advertise for construction by March 2014.
2	<p><u>HARBOR BOULEVARD BEAUTIFICATION</u> The City received a \$500,000 Transportation Enhancement grant for the design and construction of beautification improvements on Harbor Boulevard that includes the planting of new trees per the approved plant palette for this corridor, and the installation of a new entry monument sign south of MacArthur Boulevard.</p> <ul style="list-style-type: none"> • This project is being advertised for construction • Begin construction in spring 2014.
3	<p><u>HARBOR BOULEVARD BIKE TRAIL IMPROVEMENTS</u> The Harbor Boulevard Bike Trail is located in the west parkway of Harbor Boulevard between Fair Drive and Merrimac Way. The scope of work includes the installation of low-level lighting and will be similar to the one utilized at the Joann Bike Trail to maintain uniformity, increase safety, and beautify this very important corridor. In addition, it is proposed to modify the parkway to make it more pedestrian friendly. David Volz Design will be preparing the construction documents.</p> <ul style="list-style-type: none"> • 70% PS&E's being plan checked.
4	<p><u>BRENTWOOD PARK IMPROVEMENTS</u> A \$275,000 grant from the State of California's Land and Water Conservation Fund Program has been awarded to the City for the implementation of additional elements of the Brentwood Park Master Plan. Improvements include a 1/4 mile DG trail and fitness stations, a picnic area, hardscape improvements, landscaping, and a bioswale canal. Nuvis is preparing the construction documents.</p> <ul style="list-style-type: none"> • This project is being advertised for construction. • Begin construction by January 2014.
5	<p><u>LIONS PARK IMPROVEMENTS</u> This project consists of preparation a Master Plan for Lions Park.</p> <ul style="list-style-type: none"> • David Volz Design will be preparing the construction documents. • Conduct public workshops and develop a conceptual design by March 2014.

PROJ. NO.	PROJECT NAME AND STATUS
6	DEL MESA PARK – REPLACE SHELTER Nuvis is preparing the construction documents. <ul style="list-style-type: none"> • Advertise for construction by January 2014.
7	WILSON PARK – REPLACE SHELTER Nuvis is preparing the construction documents. <ul style="list-style-type: none"> • Advertise for construction by January 2014.
8	PARK SECURITY LIGHTING REPLACEMENT PROGRAM Shiffer, Wakeham, Heller, Del Mesa, and the area around TeWinkle Lakes have safety lighting that has reached the end of their useful life. Electrical plans will be prepared for each of these parks and, as funds become available, the replacement program will be implemented. The first project to be constructed under this program is the security lighting around the lakes and at Shiffer Park. <ul style="list-style-type: none"> • Prepare RFP for electrical services by January 2014.

The consultant's candidates must have at least five (5) years prior experience in the design and preparation of construction documents for similar types of projects. All candidates will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, timely performance, ability to meet the project schedule, and an understanding of the project.

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to **five candidates** (include each candidate's resume and hourly rate).

3. CONSULTANT SELECTION COMMITTEE

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of at least four (4) members from this department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each candidate will be based on the technical information and qualifications presented in the resume, reference checks, and other information, which will be gathered independently.

4. PROFESSIONAL SERVICES AGREEMENT

The City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

5. INSURANCE REQUIREMENTS

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$1,000,000

Additional and primary Insurance endorsements shall include City of Costa Mesa

6. SUMMARY

The City appreciates participation, and the intent of this RFP is to establish the minimum consultant services required. Prior to awarding a contract, all insurance documents must be submitted and approved.

**EXHIBIT B
CONSULTANT'S PROPOSAL**



October 28, 2013

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

RE: Staff Support for Various Parks Projects

Dear Ms. Fazeli:

CivilSource, Inc. (CivilSource) is pleased to submit candidates to provide staff support for various parks projects to the City of Costa Mesa (City).

In general, CivilSource has been providing highly qualified and experienced professionals on staff augmentation contracts for several years. Public agencies have contracted with CivilSource when it is not cost-effective to fill a full-time position; to relieve peak workload situations; and to fill vacant positions on an interim basis. We select, train, and retain highly qualified employees to supplement contracting cities staffing requirements. Our professional staff has expertise in a wide range of disciplines and extensive experience in many areas, including project management, construction management, and design engineering.

We propose the following candidates:

Name	Yrs. of Experience	Education	Hourly Rate
Lorrie Viola	16	MBA, Florida Atlantic University BLA, Michigan State University	\$95
Jeni Bliatout	12	BS, Biology, UC Los Angeles	\$80
Jim Trammell, PE, LEED	28	BS, Civil Engineering, UC Irvine	\$115
Souri Amirani, PE	30	MS, Civil Engineering, CSU Long Beach BS, Chemistry, State University Shiraz Iran	\$115

On behalf of the CivilSource, Inc. team, we thank you for the opportunity to serve as an extension of the Costa Mesa City staff. We look forward to further discussions with your City and assisting you in achieving your goals. Should you have any questions or require additional information, please contact me at (949) 585-0477 or aamirani@civil-source.com.

Respectfully submitted,
CIVILSOURCE, INC.

Amy Amirani, P.E.
Principal



9890 Irvine Center Drive
 Irvine, CA 92618
 Tel: 949.585.0477
 Fax: 949.585.0433
 www.civil-source.com

Souri Amirani, P.E.

Project Manager/Construction Manager

Profile:

Ms. Amirani is an experienced public works manager with over 30 years of high-level agency experience and a proven track record of long-term strategic planning and program management with a citywide focus. She possesses refined negotiation skills and a demonstrated ability to reach consensus among internal departments as well as outside agencies, including Federal, State, City and other local organizations. She has experience in directing and managing the Engineering Division of with a combined operating and Capital Improvement budget of \$150 million and has provided project management and technical support on a number of projects and programs. During her professional career at the City of Santa Ana as a City Engineer and Principal Civil Engineer, Ms. Amirani managed the design and construction of several park projects that entailed playgrounds, park facilities, and civil site improvements. Her experience also includes the design and construction management of several projects that entailed parkway improvements such as landscaping, irrigation, sidewalk and curb and gutter.

Education/Certificates:

- M.S., Civil Engineering, Water Resources
- B.S., Chemistry

Registration/Affiliations:

- Civil Engineer, California No. 36060
- 2011 APWA Public Sector Leader award
- 2005 Exceptional Quality Service Award by the City Manager, City of Santa Ana
- American Public Works Association, Southern CA Chapter – Chair of Public Relations Committee
- Nominee of the 2007 Orange County Business Journal Woman of the Year
- Institute of Transportation Engineers – Member
- American Society of Civil Engineers – Member
- International Right-of-Way Association – Member
- International Appraisal Institute – Member
- American Public Works Association –Lifetime Member

Project Experience:

Children's Zoo at Prentice Park and Playground, City of Santa Ana – Project Manager for the zoo expansion in the City of Santa Ana. The project also included a learning center, trails, picnic area and playground. A total budget of \$4.0 million

Playground Equipment Renovations and New Construction City of Santa Ana – Project Manager for a number of playground equipment projects including renovations, replacement and new installations. Parks included Delhi Park, Adams Park, Carl Thornton (Kiwans barrier free) Park, Logan Neighborhood Park, French Park, Morrison Park, Sandpoint Park, Centennial Regional Park (cost of \$360,000) and Bomo Koral & Lillie King Park (cost of \$400,000) to name a few. Projects span over a 20 year period and included the installation of various equipment to fit the needs of the community such as slides, climbers, swings, educational panels and most importantly the rubber surfacing to ensure that the children are safe while at the playground. Also responsible for grant applications to state agencies for the recycled rubber to have at least 25% recycled material.

Parks & Recreational Facilities, City of Santa Ana: Planned, designed and constructed numerous parks & recreational facilities for the Parks Department. Facilities included: El Salvador Community Center in 2006, Jerome Community Center (APWA award winner) in 2008, and McFadden & 3rd street senior centers. Projects included community outreach and public meetings, space planning and design and value engineering and partnering.

Bristol Street Parkway Landscaping, City of Santa Ana – Project Manager for programming design and construction of several segments of the Bristol Street widening project including median and parkway landscaping. Total budget was in excess of several million dollars. Parkway design included drought tolerant landscaping, trees with root barriers to protect adjacent sidewalk, and drip irrigation systems. The most recent phase included swales to control the storm water and to comply with recent NPDES regulations.

Arterial and Residential Parkway Projects, City of Santa Ana – Planned, designed and constructed hundreds of miles of parkways in conjunction with street projects. Residential parkways included wide landscape areas to separate traffic from pedestrians. Landscaping included trees, ground covers, and grass in some areas. Arterial streets included trees with deep roots and low water requirements.

Professional Experience:

Interim City Engineer, City of Santa Ana – Management of Engineering Division consisting of 4 sections; Traffic & Transportation, Construction, Design and Development (Subdivision). Supervised staff of 52 engineers, technicians and administrative staff. Responsible for operating budget of \$8.0 million and the Capital Improvement Program of over \$100 million. Instituted organizational changes to be more effective and efficient to respond to budget crises and staff reductions.

Deputy City Engineer - Management of 15 professionals, performing engineering and architectural services for all projects within the public rights-of-way; including streets, storm drains, parks and public buildings. Major capital projects in process or recently completed under our auspices represent an investment of roughly \$170 million. Develop the Division's goals and objectives, the annual operating budget and monitor its effectiveness to ensure compliance with the City philosophy of Total Quality Service through Continuous Improvement. Prepare the City's Capital Improvement Program (CIP) for both the annual budget and the 7-year CIP; which includes annual design projects advertised for bid ranging in magnitude from \$20 to \$80 million.

Principal Civil Engineer, City of Santa Ana – Management of the design, right-of way and NPDES operations. Manage the acquisition and inventory of properties required for public works projects. Coordinated the development and monitoring of the City's permit requirements for Best Management Practices (BMP) with City departments for compliance; including street sweeping practices, hazardous material spills with the Fire Department and grading and drainage plan check with the Building Department. Created a funding strategy for the City's \$3 million Storm Water Enterprise.

Senior Civil Engineer, City of Santa Ana – Management of the Design Engineering Section for delivery of the design projects for all City Departments within City R/W. Developed the City's first Pavement Management Program in 1987 and pioneered the use of computer systems in managing the City's sidewalk network for repair and replacement to reduce the potential liability against trip & fall claims. This program was later combined with the City's Pavement Management Program and has been used to maintain the inventories, which is an important tool in preparation of the CIP projects. Developed the City's first comprehensive Drainage Master Plan in 1992 and revised the drainage assessment fees accordingly. The initial Master Plan had not been updated since 1969. Integrated the Master Plan with the City's GIS system. Developed the City's ADA transition plan to comply with the Federal mandate imposed in 1990. Facilitated the implementation of the plan with other departments for inclusion in the Capital Improvement Program.

Associate Engineer, City of Santa Ana – Supervised a design group that prepared civil engineering and architectural drawings for public works construction improvement projects. Prepared requests for proposals selected and managed outside consultants required to augment the staff. Initiated the automation of the Design Division's project design and drafting functions. Major projects included the construction of a design-build parking structure, drainage facilities and local street pavement rehabilitation projects.

Accomplishments:

Strategic Plan – Local Street Repair. Leadership role in collaborating with City Council sub-committee, City Finance Dept., City Attorney's office, Community Development agency and others to develop a five-year City-wide plan reducing the City's deferred maintenance backlog and preparing a \$100 million funding plan for the improvements, including a \$20 million Community Development Block Grant (CDBG), and a \$60 million bond issue.

Project Management. Project Manager for the \$225 million Bristol Street Widening Project with OCTA as the major funding agency. Project included acquisition/relocation of over 200 residential and commercial parcels and coordination with utility companies for relocation and conversion of overhead facilities to underground.

City Hall parking structure and the State Appellate Court Building. Successfully negotiated the relocation of the 4th District State Appellate Court to the Santa Ana Civic Center area and managed construction of a design-build parking structure with an exclusive parking level for the justices of the State Appellate Court.

Grant Funding. Developed a strategic plan to obtain the highest possible amount of grant funding available from Federal, State and local agencies for all projects including, transportation, drainage, recreation and aesthetic improvements. Examples are a \$37 million CTFP funding from OCTA in 2005, \$10 million Federal funds for bridge retrofit and replacements, and several State grants for bike trails, parks and recreation improvements.

Right-of-Way. Managed and administered right of way acquisition for all the Public Works projects and initiated the process of selling surplus properties to increase City's revenue and to eliminate public nuisance. Negotiated purchase and sale of several Caltrans properties for various City Projects.

Organizational Development. Developed the Division's goals and objectives in collaboration with other Public Works divisions and ensured alliance with the City's philosophy of Total Quality Service (TQS) through Continuous Improvements. Applied the TQS techniques to improve efficiency of the work groups and increase performance.



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 www.civil-source.com

Jim Trammell, P.E.

Project Manager/Construction Manager

Profile:

Jim Trammell is a registered civil engineer with over 28 years of experience in design, construction management, development, and general contracting. As a licensed Civil Engineer, General Contractor and LEED (Environmental Design) Professional, his diverse and professional background brings a unique approach to the construction management process. He understands and manages the balance between sensible design, quality and cost and has a proven track record in the successful development of many large-scale and complex projects with demanding schedules. He has been responsible for the management of the planning, design and construction of several small- and large- scale parks and recreational projects including park facilities, playgrounds, parkway landscaping and irrigation, and community centers. Mr. Trammel is knowledgeable of the public works process in regards to the design, bid, award and construction phases.

His construction management experience includes 12 years of general contracting/construction management for ENR Top 100 General Contractors (including Southern California Regional Manager for Howard S. Wright Construction Co., Project Executive for Charles Pankow Builders and Project Engineer for C.L. Peck Contractor). Jim firmly believes that the successful delivery of any project depends upon a fair and equitable relationship between the Agency and the contractor. He believes that this philosophy minimizes the potential for disputes. He continually instills this philosophy in his team members and emphasizes that successful completion of the project comes first.

Registration/Education/Affiliations:

Civil Engineer, California, C46930
 LEED Professional
 B.S. Civil Engineering, University of California, Irvine
 Chapter President of the American Concrete Institute (ACI), 1996
 Active member of ICSC, 1997-present.

Experience:

Marina Park, City of Newport Beach – Design and bid-phase management and value engineering/cost estimating and scheduling services for this 5 acre active park with playground, fitness circuit, picnic area and marina expansion.

Rancho Santa Margarita Intergenerational Center, City of Rancho Santa Margarita – Program Manager at-risk overseeing the design and construction of this passive park in the City of Rancho Santa Margarita which also included an Orange County Sheriff's sub-station in the adjacent Civic Center.

Children's Zoo at Prentice Park, City of Santa Ana – Program Manager at-risk overseeing the design and construction of this zoo expansion in the City of Santa Ana. The project also included a learning center, trails, picnic area and playground.

City of Santa Ana Parks and Recreation Program – Program Manager at-risk overseeing the design and construction of various parks and park-related projects (approximately 15) through-out the City of Santa Ana including baseball field renovations, playground renovations and community center renovations. A total cost of all projects was approximately \$6M.

Inglewood Senior Center, City of Inglewood – Owner's Representative/Construction Manager for the design-build of a 40,000 s.f. two-story senior center with underground parking in the City of Inglewood. The proposed facility will include a main lobby area, multi-purpose rooms, recreational rooms, kitchen and dining facilities, site landscaping and irrigation, garden (floor and roof level), site improvements and more.

Civic Plaza, City of Watsonville – Project Executive/Manager for the planning, design and preconstruction phases. Project included the construction of 150,000 sf of new facility and improvements including City Hall, Library, County Courts Facility and Parking Structure. Construction costs totaled \$45M.

Rancho Santa Margarita City Hall and Community Center, City of Rancho Santa Margarita – Project Executive/Construction Management for this \$16 million, 50,000 sf civic facility including 5 acres of site/park improvements consisting of a 25,000 sf City Hall and a 25,000 sf Community Center joined by an open atrium. The City Hall includes City offices, City's Emergency Operations Center and facilities for police services contracted through Orange County Sheriff. As Program Manager, managed the design and construction phases of the projects and obtained all necessary approvals and permits. Attended all City Council meetings for project approvals and bid package approvals. Conducted weekly project meetings and responsible to oversee and manage all on-site activities including inspections, scheduling and project turn-over. Project was completed from start of design to move-in ("turn-key") in only 24 months including phone equipment, computers and all F. F. & E. Project was delivered utilizing a construction manager at-risk approach with multiple prime bid packages. Project received 2004 American Public Works Association Building of the Year.

City Hall and Library, City of Hesperia – Project Executive/Manager for the planning, design and preconstruction phases. Project included the construction of 75,000 sf of new facility and improvements. Construction costs totaled \$35M. Hesperia, Ca.

Mariners Library, City of Newport Beach – Project Executive/Construction Management and served as Owner's Representative on behalf of the City for this 15,000 sf, \$5M library project. California Library Grant monies were secured and project integrates library services for an adjacent Mariners Elementary School and it is located in a very active community park.

City Hall and Library, City of Hesperia – Project Executive/Manager for the planning, design and preconstruction phases. Project included the construction of 75,000 sf of new facility and improvements. Construction costs totaled \$35M. Hesperia, Ca.

Fine Arts Complex, University of California Irvine – Construction Manager, 30,000 sf classroom and dance hall facility, \$6M.

Residence Hall and Dining Facility, University of California Irvine – Construction Manager, 240 units, 250,000 sf, \$25M.

Graduate Student Apartments, University of California Irvine – Construction Manager, 200 units, 200,000 sf, \$21M, Irvine, Ca.

St. Nicholas Parish Center, Laguna Woods – Construction Management for this \$4.5M, 20,000 Parish Center including asbestos abatement and demolition of existing building prior to construction.

Suite and Tender restaurant, San Diego – Construction Management for this \$6M, 9,000 sf restaurant located at the Se Hotel.

Se Spa, San Diego – Construction Management for this \$4M, 7,000 sf spa located at the Se Hotel.

4020 Scottsdale – Preconstruction services on this \$9M project to convert an ex-isting office building to mixed-use lofts over street-level retail.



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Lorrie Viola

Project Manager/Construction Manager

Profile:

Lorrie A. Viola has excellent project management experience on diverse recreational, resort, residential, and commercial projects both domestic and abroad. She has managed several parks and parkway landscaping/irrigation projects while a Project and Construction Manager at CivilSource including El Toro Park Renovations, Etnies Skate Park, Heroes Park Snack Bar and Restrooms and Moulton Parkway Phase II. She is also responsible for constructability reviews and field inspection of CivilSource projects that entail playground equipment and landscaping and/or irrigation.

Lorrie has established a reputation in the industry of integrity, reliability with a strong understanding of creative problem solving during both design and construction phases; coordinating multidisciplinary and multicultural project teams through the required documents and inspections required of each specific site location. In addition to her Landscape Architecture Degree and MBA, Lorrie has her ADA Plans Inspector, CBC and IBC Building Inspector's Certifications and has excellent on-site field work experience. Lorrie's excellent presentation, communication and community outreach experience along with her passion to provide environmentally accountable spaces for all, keeps both the project team and the public on track throughout all phases of the projects. Lorrie's congenial personality makes her an excellent fit within any project team.

Certifications/Education:

Masters of Business Administration, Florida Atlantic University
 Bachelor of Landscape Architecture, Michigan State University
 ADA Plans Inspector
 CBC and IBC Commercial Building Inspector

Experience:

Ted Watkins Park, Los Angeles County Department of Public Works – Project Manager for construction of landscape and irrigation restoration, soccer fields, restroom facilities, passive and active pathways, skate park retrofit and storm water infiltration gallery soils investigation for a community park in Watts. Responsible for coordination of weekly meetings; preparation of project submittals, RFIs and RFQs; change order negotiations; and coordination of geotechnical investigation and special inspections.

Four Park Playground Renovations, City of Lake Forest – Project included installation of play structures, swings, water and sand tables, and shade structures; construction of new concrete paving, drainage improvements, curb around play areas; installation of wood fiber impact cushion within play area and play sand; and, transplanting several trees.

El Toro Park Renovations (CDBG funded), City of Lake Forest – Project included installation of new playground equipment, exercise equipment, shade structures and related site improvements including installation of resilient rubber surfacing, drainage improvements, new furnishings, new concrete paving, concrete curbs around water play areas, play sand, and new landscaping.

Etnies Skate Park, City of Lake Forest – The project increased the size of the park by 13,000 square feet. Unique new features included a cradle, adjustable handrails, and a barbeque area.

Heroes Park Snack Bar and Restrooms, City of Lake Forest – New, 1,000 square foot Concession Stand/Restroom that includes a men's and women's restroom, a 600 square foot concession stand with stainless steel counters, an ice cube making machine, 2 door Refrigerator/Freezer, and 2 indoor storage rooms.

Moulton Parkway Phase II (State Funds), City of Laguna Woods – Management and quality assurance/quality control of all landscaping and irrigation work as a part of the Moulton Parkway Phase II project.

Savi Ranch Display Sign Project, City of Yorba Linda – Project and Construction Manager responsible for coordination of landscape restoration for tenant improvement projects, traffic management plans and on-site

implementation; notification to impacted property owners; preparation of project submittals, RFIs, RFQs, COs negotiations; coordination of geotechnical, materials and special deputy tests and inspections; review of construction schedule, pay app and certified payroll submittals; coordination with City and Utilities for revisions due to SCE concrete vault

Los Amigos Golf Course Irrigation and Lake Renovation, Los Angeles County Department of Public Works – Performed constructability review during design development; managed all aspects of on-site construction team consisting of engineer, contractor, CBWD, Los Angeles County Department of Public Works and Parks & Recreation; and, reviewed grading and excavation work, irrigation and landscape restoration and reservoir liner and concrete bank construction. Successfully coordinated recycled water retrofit and shut-down of multiple facilities and coordinated with golf operations to maintain golf play and income during full scale construction.

Consulting Project Manager, City of Plantation, FL – Led the steering committee which prepared study and presented findings to Community Leaders, and oversaw design team preparation of recommended Master plan for passive and active recreation corridors throughout City.

Savi Ranch Display Sign Project, City of Yorba Linda – Construction Manager responsible for the construction of commercial and residential neighborhood sign installation, landscape restoration for tenant improvement projects, traffic management plans and on-site implementation; notification to impacted property owners; preparation of project submittals, RFIs, and RFQs; change order negotiations;; coordination of geotechnical, materials and special deputy tests and inspections; review of construction schedule, pay applications and certified payroll submittals; and coordination with City and utilities agencies.

Utilities Operations Yard Upgrades, City of Huntington Beach –Construction Manager for improvements to the City's Maintenance and Water Divisions operations building. The project included a new 6,714 square foot Operations building, 11,096 square foot Distribution and Meter Building, 1,029 square foot expansion to the existing production building; construction of covered parking for approximately 15 stalls; new parking layout and landscaping; and relocation of the bulk material storage area and fluoride tanks. Ms. Viola was also responsible for overseeing all landscape and irrigation work, which included selection and installation of planting material throughout the project, installation of a vertical garden on the building façade, and installation of a RainXchange system (a sustainable stormwater management solution).

Construction Manager, L.A. Links, Inc. – Project Manager for large scale Residential, Resort and Golf Course and landscape projects. Responsibilities included overseeing preparation of construction documents and construction oversight of both new and renovation site infrastructure development projects including: grading and lake excavation and drainage plans, utility, irrigation design, pump station design and grassing/landscape plans. Projects included:

- Divi Club, Aruba, NA – Award winning resorts including a 90 acre project with 240 villas, clubhouse, spa and retail center, pool, and 9 a hole golf course. Lorrie led the landscape design team by establishing local nurseries with salt tolerant natives and worked with the irrigation suppliers to irrigate the golf course with salt water from the supplied by the natural lagoons using Paspalum grass.
- Polo Trace, Boca Raton, Florida – A 200 acre County Environmentally Awarded County recycled water supplied resort development with residential lots, clubhouse, community center and golf course. As Project Manager, Lorrie reviewed construction, grading and landscape documents, monitored budgets and schedules and assured contractors performed to specifications for residential and golf course project including building construction, grading, lake excavation and lining, golf feature shaping, irrigation, pipeline from County Facility
- Stone Bridge C.C., Delray Beach, FL – Project Manager for existing residential golf course community. Worked with residents and contractors during renovation of clubhouse and golf course including USGA greens and new irrigation, remodel of parking lot, clubhouse, landscape and grassing.
- Provo Club, Turks & Caicos, B.W.I. – Landscape Designer for RO water supplied resort community including residential, clubhouse and golf course. Awarded top 10 Caribbean Courses.



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Jeni Bliatout

Contract Manager

Profile:

Ms. Bliatout has 12 years of experience in construction contract management, federal and state funding administration, and labor compliance with a focus in local agency public works., including 3 years with the City of Costa Mesa as an Assistant Contract Administrator. She possesses a comprehensive knowledge of and an ability to interpret and apply local, state and federal regulations in multiple areas, including funding, bidding, and construction. She is extensively experienced in communicating and coordinating with consultants, engineers, contractors, developers, and municipal agencies .

Ms. Bliatout is thoroughly familiar with the Public Works Contract Code is it pertains to the construction process including pre-construction, construction, and project closeout phases. Her responsibilities have included preparation of bid documents in compliance with state and federal administration requirements; bid phase management; contract document management; RFI/submittal/change order/progress payment processing and tracking; field inspection coordination; stop notice management; labor/DBE/MBE/WBE compliance; and coordination with the on-site contractor.

Ms. Bliatout is also thoroughly familiar with reporting requirements for projects receiving federal funds administered by state and federal agencies including but not limited to Caltrans, Environmental Protection Agency, Department of Housing and Urban Development, Orange County Transportation Authority, and the State Water Resources Control Board. Her responsibilities have included preparation and submittal of Preliminary Environmental Studies and Request for Authorization to Proceed Packages; ensuring CDBG and Section 3 compliance and reporting; preparation of quarterly and final project reports; preparing reimbursement invoices; assisting local agencies with federal agency file audits; and overall project closeout.

Education:
Bachelors of Science, Biology, University of California Los Angeles, 2001
Public Contract Code Requirements, Lorman Education Services
Section 3 and CDBG Compliance, Dept. of Housing and Urban Development
Prevailing Wage Law, Lorman Education Services
Prevailing Wage Law (Compliance and Updates), CMAASC

Experience:

Four Park Playground Renovations, City of Lake Forest – Project included installation of play structures, swings, water and sand tables, and shade structures; construction of new concrete paving, drainage improvements, curb around play areas; installation of wood fiber impact cushion within play area and play sand; and, transplanting several trees.

El Toro Park Renovations, City of Lake Forest – Project included installation of new playground equipment, exercise equipment, shade structures and related site improvements including installation of resilient rubber surfacing, drainage improvements, new furnishings, new concrete paving, concrete curbs around water play areas, play sand, and new landscaping.

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Heroes Park Snack Bar and Restrooms, City of Lake Forest – New, 1,000 square foot Concession Stand/Restroom that includes a men’s and women’s restroom, a 600 square foot concession stand with stainless steel counters, an ice cube making machine, 2 door Refrigerator/Freezer, and 2 indoor storage rooms.

El Toro and Jeronimo Road Streetscape Improvements, City of Lake Forest – Prepared the Preliminary Environmental Studies (PES) Form, the Fund Obligation Packages (E76) District Local Assistance Office, and required federal reporting forms and invoices during the construction phase. The scope of work consisted of the construction of new raised median; hardscape and irrigation within the median; landscaping, hardscape and irrigation within the existing parkway; street resurfacing; and, new traffic striping and signal loops. The new landscaping is drought tolerant and the new irrigation is a smart energy efficient system.

Rockfield Boulevard Streetscape Improvements, City of Lake Forest - Prepared the Preliminary Environmental Studies (PES) Form, the Fund Obligation Packages (E76) District Local Assistance Office, and required federal reporting forms and invoices during the construction phase. Work consisted of pavement rehabilitation; concrete repairs; installation of landscape improvements to the existing median, slopes; enhancements to the bridge overcrossing; and construction of raised landscaped medians and parkway.

Broadway Street Improvements, City of Costa Mesa – Prepared the Request for Authorization Package for a Safe Routes to School Project administered by Caltrans and also assisted with the preparation of bid specifications to ensure compliance with federal funding requirements. The project included the design of bulb-outs and medians, roadway rehabilitation, traffic signal, parkway, landscaping and irrigation, and storm drain improvements.

Anaheim Avenue from Plumer Street to 19th Street, City of Costa Mesa – As a Contract Administrator for a roadway rehabilitation project federally funded with funds administered by Caltrans, Ms. Bliatout was responsible for ensuring project advertisement and bid phase management in accordance with the Local Assistance Procedures Manual. Her responsibilities also included preparing and submittal of the award package, and report of final expenditures to Caltrans and assisting with project file audits.

Joanne Street Rehabilitation, City of Costa Mesa – As Contract Administrator for a roadway rehabilitation project partially funded by a Community Development Block administered by the US Department of Housing and Urban Development, Ms. Bliatout also acted as Labor Compliance office in ensuring compliance with Davis-Bacon, reviewing certified payroll, and conducting employee interviews.

Trabuco Road Resurfacing, City of Lake Forest – Contract Manager for a \$750,000 American Recovery and Reinvestment Act Project and responsible for ensuring that the project was administered in accordance with the legal and administrative requirements of the funding and administrative agencies (Federal Highway Administration, Orange County Transportation Authority, and Caltrans). Responsibilities included bid proposal review, preparation and submittal of Award Package to Caltrans, DBE/UDBE reporting, preparation and submittal of Report of Final Expenditures and invoicing the state for reimbursement. Responsibilities also included employee interviews and review of certified payroll.

Safe Routes to School Spring View Middle School CC1367, City of Huntington Beach – Federal Funding Manager for this federally funded project which consisted of rehabilitating streets and parkways within the Spring View Middle School neighborhood. Responsibilities included ensuring bid specifications were in compliance with the Caltrans Local Assistance Procedures Manual, conducting employee interviews, review of certified payroll and resolving labor compliance issues, and ensuring contract compliance with federal requirements.

EXHIBIT C
PROJECT SCHEDULE

SCHEDULE

1. City Council Award: 12-03-2013
2. Start Work: 12-05-2013 As needed/on-call
3. End of Contract: 12-03-2015

EXHIBIT D
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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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;

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

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

EXHIBIT E
CERTIFICATES OF INSURANCE

DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation included in Work Comp. coverage as required by written contract.
This certificate supersedes certificate previously issued.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

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

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

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

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

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

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

INSURANCE (Section III) for this Coverage Part.

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

Civil Source, Inc.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB6771Y518

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

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

Schedule

Person or Organization:

City of Costa Mesa
Project Management/Construction Manager
77 Fair Drive fourth floor
Costa Mesa, CA 92628

Job Description:

Staff Augmentation Services/Project Management/Construction Management.
Re: City of Costa Mesa, its elected and appointed boards, officers and employees

DATE OF ISSUE: 07/20/13