# AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 6<sup>th</sup> day of June, 2023, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and BRIGHTVIEW LANDSCAPE DEVEOPMENT, INC. dba BRIGHTVIEW DESIGN GROUP, whose address is 8 Hughes, Suite 150, Irvine, CA 92618 ("CONTRACTOR").

#### **RECITALS**

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide Construction Documents and Plans for the Sports Park Field Lighting and Expansion Project; and
- B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. <u>Term of Agreement</u>. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
- 2. <u>Services to be Performed.</u> CONTRACTOR agrees to provide the services ("Services") as follows: Provisions of grading plans, landscape plans, electrical engineering plans, technical specifications for turf installation and all associated construction documents for the installation of synthetic turf, fencing, and sports lighting per Exhibit "A" and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Jerico Farfan as CONTRACTOR'S professional(s) responsible for overseeing the Services provided by CONTRACTOR.
- 3. <u>Associates and Subcontractors</u>. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of

CITY.

# 4. <u>Compensation</u>.

- 4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed One Hundred Eighty-Three Thousand, Five Hundred, Seventy Dollars and Zero Cents (\$183,570.00).
- 4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.
- 4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15<sup>th</sup>) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:
  - a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
  - b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
  - c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.
- 4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

# 5. <u>Obligations of CONTRACTOR</u>.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms that purport to bind the CITY other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

- 5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.
- 5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.
- 5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.
- 5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.
- 5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.
- 5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.
- 5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.
- 5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

- 6. <u>Insurance</u>. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:
  - 6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.
  - 6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.
  - 6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.
  - 6.04 Optional Insurance Coverage. Choose and check one: Required \_\_\_\_/Not Required \_\_\_\_; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

# 7. General Conditions pertaining to Insurance Coverage

- 7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.
- 7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

- 7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.
- 7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.
- 7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
- 7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

# 8. Indemnification.

- 8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.
  - a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or

CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

# 8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR'S proportionate percentage of fault.

# 9. <u>Additional Services, Changes and Deletions</u>.

- 9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.
- 9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

# 10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

# 11. Status of CONTRACTOR.

- 11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.
- 11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.
- 11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

# 12. Ownership of Documents; Audit.

- 12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.
- 12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

#### 13. Miscellaneous Provisions.

- 13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.
- 13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.
- 13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.
- 13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.
- 13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.
- 13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does

exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:	CONTRACTOR:
CITY OF BEAUMONT	BRIGHTVIEW LANDSCAPE DEVELOPMENT INC. dba BRIGHTVIEW DESIGN GROUP
By: Julio Martinez, III, Mayor	By:
Julio Martinez, III, Mayor	Print Name:
	Title:

# EXHIBIT "A"

**PROPOSAL** 

# RFP FOR LANDSCAPE ARCHITECTURAL SERVICES FOR SPORTS PARK FIELD LIGHTING & EXPANSION PROJECT

RFP NO. CS 23-10 550 E 6TH STREET, BEAUMONT, CA 92223

# **DESIGN SERVICES PROPOSAL**

PREPARED FOR THE CITY OF BEAUMONT

APRIL 14, 2023

This proposal is submitted in response to Request for Proposals by The City of Beaumont



JERICO FARFAN | PRINCIPAL 949.514.7906 | Jerico.Farfan@BrightView.com

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#### **Section A. Cover Letter**

April 14, 2023

Grace Wichert.

Procurement and Contracts Specialist
City of Beaumont
550 E. 6th Street, Beaumont, CA 92223

Re: Sports Park Field Lighting & Expansion Project(RFP Number: CS 23-10)

Dear Ms. Wichert,

BrightView Design Group (BVDG) is pleased to present the following design services proposal to the City of Beaumont in response to the Request For Proposal for **Sports Park Field Lighting & Expansion Project**. Our team is passionate about creating outdoor spaces that are safe, accessible, inspiring, and fun, while supporting a diverse range of age groups and activities. With over six decades of experience, we are the nation's leading landscape services company, renowned for unparalleled knowledge and technical ability, exceptional customer service and retention, relentless execution, and a thorough understanding of our clients' needs.

We understand that the city wants to provide additional play value for its residents by installing two high end synthetic turf soccer fields that will maximize play time through durability of the play surface and the installation of sports field lighting to extend game time into the evening hours. Decomposed Granite paving is also proposed to provide areas for residents to lay out lawn chairs for spectator viewing as well as for team gathering areas at the end of the fields. Sports field lighting is to be installed at two existing baseball fields and a flex field in the outfield to add the option of playing night games.

As the Principal-in-Charge and authorized person to bind the firm contractually for this project, I will lead the team, supported by our 70+ staff in Irvine, California Studio. At BrightView Design Group, we understand the importance of budgeting, constructibility evaluation, and scheduling analysis at every project stage. Our Pre-Development team will provide constructibility reviews, budgeting, and schedule evaluation, ensuring ontime and on-budget delivery while maximizing design potential and client goals.

As the Prime Consultant for this project, we have reviewed the contract provisions and agree to the contract terms if selected. To ensure optimal results, we have assembled a team of experts in planning, design, lighting, and engineering scopes. We are committed to working closely with the City of Beaumont to achieve shared goals and deliver informed solutions that address both current and future needs for the City of Beaumont.

We look forward to the challenges and opportunities presented by this project, and feel that our team will make a lasting and positive contribution to the City of Beaumont. Thank you for considering our proposal.

Please feel free to contact me with any questions or to discuss this proposal further. I can be reached by phone at 949.514.7906 or by email at jerico.farfan@brightview.com

Sincerely,

Jerico Farfan

Principal In-Charge

Brightview Design Group

Lerier Taylon.

8 Hughes, Suite 150

Irvine CA, 92618

# **Section B. Introduction / Information**

We acknowledge that the Request for Proposal (RFP) concerns improvements to the existing Beaumont Sports Park to include the installation of 2 artificial turf soccer fields (one U19/U12 combination field and one U12 field), Musco field lighting for the soccer fields, 6' fencing, concrete walkways and decomposed granite paving to serve the soccer fields. Additional Musco field lighting is to be installed at existing baseball fields to light the ball fields as well as a flex field area located in the outfield area.

The goal of this RFP is to solicit the services of a Consultant Team to aid in the planning, design, and engineering of the site, with the objective of creating the necessary documents to gain approval for the, 100% construction plans, specifications, and estimates. The Consultant Team will oversee the design, construction, and completion phases of the project, providing a comprehensive range of services which will include:

- Initial Investigation / Survey
- Cost Estimates
- Preparation of Construction Plans
- Specifications
- Bid Services
- Construction support

See Section I for task deliverables

Our main objective is to create a constuctible plans that integrates the proposed enhancements suggested by the city and its residents, while also incorporating the deliverables and amenities listed above. The upcoming sections will outline our approach to fulfilling these requirements:

As Prime Consultant, BVDG will lead the team of consultants listed below to produce a complete set of constructible plans and specifications for bid and construction.

# **Prime Consultant**

BrightView Design Group

Contact: Jerico Farfan, Principal In-Charge

Phone Number: 949.514.7906

Email Address jerico.farfan@brightview.com

Office Location: 8 Hughes, Suite 150, Irvine CA, 92618

# **Sub-consultants:**

- + KPFF (Civil Engineer+Survey)
- + Candela Engineering (Lighting Engineer)
- + Arroyo Irrigation (Site Irrigation)
- + Nova Services, Inc. (Geotechnical Engineer)
- + KPFF (Structural Engineer)

# **Section C. Project Approach**

Our objective is to create a site plan design that integrates the proposed enhancements suggested by the city and its residents, while also incorporating the deliverables and amenities listed below. The upcoming sections will outline our approach to fulfilling these requirements:

# PROJECT BUDGET:

The consultant team understands the total budget for the design and construction of the park improvements at Beaumont Sports Park is \$6.3 million.

# • AMENITIES/PROJECT DESCRIPTION:

The **Soccer field** Improvements will include 2 new synthetic turf soccer fields (one U19/U12 combo field and one U12 field) geotechnical investigation for the synthetic field subgrade requirements as well as for the footing requirements needed for the Musco field lighting, electrical engineering to provide power as required for the Musco field lighting, removal of existing grass fields and irrigation systems (existing irrigation to be capped and retrofitted to accommodate new fields layout), subdrainage for the artificial turf fields, field / site grading and drainage. Concrete pavement access walk and gathering areas will conform to the necessary standards. All necessary utility connections will be designed to accommodate the new lighting (new Power supply for the lighting / coordination with SCE, if needed, is currently NAP of scope). Refer to Appendix A for Scope graphic provided as part of the RFP

#### COST ESTIMATE:

As a member of BrightView, BVDG offers the unique capability to draw upon the resources of our Landscape Development, Nursery, and Maintenance divisions with offices located throughout the United States. This unique perspective allows our team to integrate pre and post construction expertise into the design process. Our Pre-Development Services will provide Budgeting Services to help understand construction costs early to allow time for action and Cost Analysis to assist in making informed decisions. BVDG shall provide opinion of probable construction cost estimates for the proposed improvements listed above at the following milestones: 30% Design and 90% design. Final cost estimate to be established during the Bid phase.

#### APPROACH:

Based on the project understanding and goals described above, we recognize the importance in selecting a holistic design partner that allows access to a depth of resources and differentiation in design process. This would allow harnessing a valued perspective into construction and maintenance best practices in order support the project's vision. As a part of the nation's largest integrated landscape company, our BrightView team is intensely aware of the importance of a holistic planning and design approach so that the proposed improvements are imaginative, cost-effective, and address the project's long term operational and maintenance goals. Our entire team understands that our process is structured with the end goal in mind, while simultaneously supporting all aspects of the core 'traditional' services required by this effort. Our approach includes not only the consideration of the project from inspiration to installation and maintenance, but also all the systems that must be coordinated during the design process, so that the resulting asset fits within the operational tolerances of the city.

#### ESTABLISH PROJECT GOALS AT PROJECT INCEPTION:

Our project will begin by establishing goals in conjunction with the City of Beaumont that guide the effort allowing our team to evaluate each aspect of the project. Our vision of stewardship will be grounded in design and technical aspects, material selection and application, and maintenance considerations. We understand that each project is unique and we strive for measured success throughout the duration of the project.

# STRONG DESIGN TEAM COLLABORATION:

Our approach will be based on close collaboration between our design team and the City of Beaumont and its residents. It is our charge to be genuinely engaged in the design process, to provide the useful perspective of looking from the outside in, and to bring our understanding of the formation of landscape space to bear on the project's design. We understand and respect the skills that each member of the team brings to the table and look for ways to harness that talent to achieve a better result than any of us could deliver alone. Design is a process of identifying the needs of a user group, delivering a solution within the physical constraints of a site, and solving the problems that arise along the way.

# Section D/E. Firm Profile and Location

# Who is BrightView Design Group:

Established in 1974 as HRP LanDesign and acquired by ValleyCrest in 2006, BrightView Design Group emerged with the creation of BrightView in 2014 after the merging of ValleyCrest and Brickman. BrightView Design Group is the nation's leading Landscape Services Company that provides Design+Build+Maintenance services under one umbrella.

Legal Name of Firm: BrightView Landscape Development, Inc. dba

BrightView Design Group

Type of Organization: Publicly Traded Corporation

Design Professional License Numbers:

Dana B. Seelig, CA #184 Daniel L. Hoon, CA #5609 Glen P. Sharrar, CA #4327 Kurt P. Buxton, CA #3250

Firm location: 8 Hughes, suite 150 Irvine, CA 92618

Main point of contact: Jerico Farfan, Principal

Phone: 949-514-7906

Email: Jerico.Farfan@BrightView.com

BrightView Companies LLC is the parent company of BrightView Design Group, as well as BrightView Landscape BrightView Landscape Development • Pre-construction Development Company. Company may bid on the proposed project as part of the standard bid process.

#### What Makes Us Different:

BrightView Design Group (BVDG) is an award-winning landscape architecture practice with extensive experience in designing parks. civic spaces, sports complexes, and private developments worldwide. Brightview Design Group has the added benefit of operating as part of BrightView, a trusted and respected company that delivers the nation's best site and landscape contracting operations. This alliance allows BVDG to provide comprehensive services, including procurement, budget and constructability analysis, and construction and maintenance best practices, ultimately reducing risk and delivering buildable and maintainable projects for our clients. We intend to build upon our expertise and experiences to achieve the best results for the City of Beaumont.

#### Offices:

Irvine, CA Denver, CO

#### **Employees:**

67 total employees including:

- 1 Vice President
- 3 Directors
- 1 Managing Principals
- 5 Principals
- 1 Associate Principal
- 11 Associate Leads
- 8 Associates
- 2 Sr Design Managers
- 4 Senior Designers
- 6 Project Designers
- 19 Designers
- 6 Administrative

#### **Services Provided:**

- Master Planning
- Visioning
- Landscape Architecture
- Urban Design
- Project/Program Management
- Services
- Construction Supervision

# **How We Manage:**

Our passionate and creative team of landscape architects and planners understands that successful design is the result of strong partnerships. Collaborating closely with our clients, we strive to achieve shared objectives and deliver informed design solutions that have been recognized with numerous awards worldwide.

In addition to our design acumen, we have extensive experience in project management, including leading large multi-disciplinary teams. We excel at collaborating seamlessly across our design studios, integrating input from our predevelopment team, and drawing on the knowledge and experience of our subject matter experts across the country. Our approach enables us to provide boutique-style attention to client relations while managing the technical aspects of complex projects.

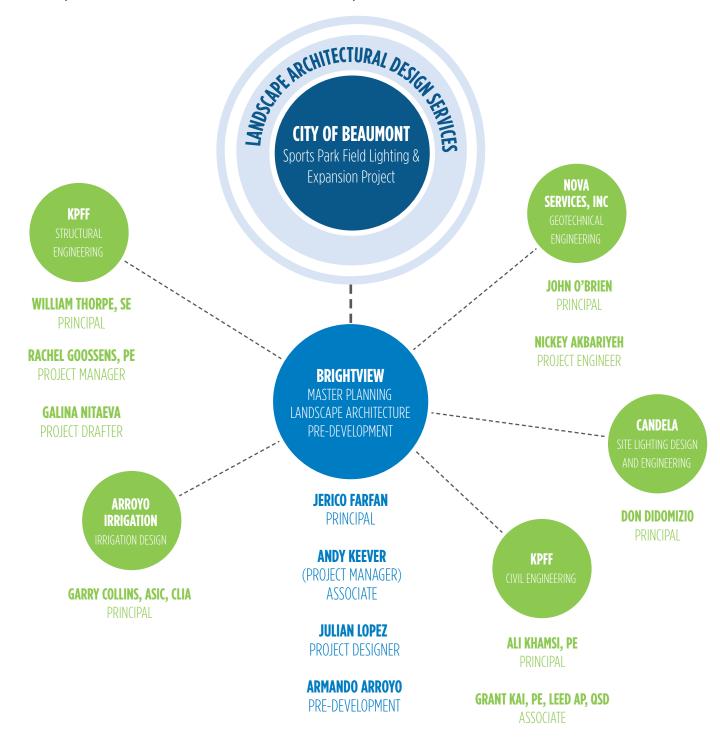
# **Awards/Experience:**

- Great Park Neighborhood Parks, Irvine, CA Project Lead (Master planning+Design+Build)
  - + Grand Award Master Planned Community of the Year, Golden Nugget 2020 | Great Park
  - + Merit Awards Parks + Recreation Design, ASLA Southern California, 2016 | Beacon Park
  - + Gold Nugget Awards, Pacific Coast Builders Conference, 2016 | Beacon Park
  - + Merit Awards Parks + Recreation Design, ASLA Southern California, 2016 | Pavilion Park
- Valencia Neighborhood Parks, CA Project Lead (Master planning+Design+Build)
  - + Award of Merit Landscape / Urban Development, ENR California | Confluence Park
- Westridge, CA Project Lead (Design)
  - + PCBC Gold Nugget Awards Best Rec Facility
- Skyline, Santa Clarita, CA Project Lead (Master planning+Design)
  - + Master Planned Community of the Year 2019

# Section F. Organization, Key Personnel, and Resumes

# **Organizational Chart**

The following graphic illustrates how our team is interconnected to support the requested service. Key individuals and their respective responsibilities during the Design/Pre-Development and Construction Document phases can be found below.



# **Summary Description of Key BrightView Personnel**

BrightView Design Group will organize into our working teams led by the Principal-in-Charge and supported by the Project Manager, Design and Construction Associates and production staff throughout all project stages. The Organizational Chart / Project Team graphic lists the individuals from the Consultant and sub-consultant teams who will be actively working on the Beaumont Sports Park Design project. Each team will be comprised of supporting sub-consultant team members as appropriate to the project effort.

Key Personnel (refer to following sheet for related experience)

Jerico Farfan will head the Prime Consultant team as Principal in Charge. Jerico has extensive experience leading varied types of projects including parks projects; Novel Park / Solis Park / and Rise Park in Irvine as well as others and will be the primary point of contact for the project.

Andy Keever will perform the project manager duties for the Sports Park Enhancements. Andy has led multiple sports field projects including Exposition Park Soccer Fields, Los Angeles, CA and McCoy Community Park, Lake Nona, FL, with great success. Andy will perform scheduling, coordination, construction documentation, specification, QAQC and bid / construction administration duties.

Julian Lopez is a dedicated designer and will bring his talents to bear in producing the construction documentation package and exhibits as well as assisting in project coordination, and bid / construction administration tasks.

Armando Arroyo will be our Pre-Developement team member and will provide budget and procurement verification for the project.

BrightView has a deep well of knowledege throughout our studios and will tap into that knowledge as needed throughout the project. BrightView also has multiple studios with staff that can be brought into the project as dictated by the schedule needs.

Throughout the design effort, additional support will be provided by our Pre-Development Services and Landscape Construction team for budget/schedule, constructibility, procurement and maintenance analysis. We commit to completing the project as outlined in the scope of services provided as part of the cost proposal (Separate Submittal). Resumes of key team members (consultants) included within the Project Team graphic are provided within the next few sheets. The resumes highlight the experience each member has for similar Park Design projects. Full Resumes are provided per Appendix B.

# Project Team's Resumes (for full resumes, refer to Appendix B)



#### JERICO FARFAN | PRINCIPAL - BVDG

Jerico Farfan has 23 years of Landscape Architecture experience designing and implementing projects in various markets, including healthcare, theme parks, and sports facilities. He's been a leader at BVDG since 2005.

#### **Professional Credentials**

- Bachelor of Landscape Architecture, Cal Poly State University, SLO
- Design Member Committe Member City of Orange

# Relevant Experience

- Great Park Neighborhood | Irvine, CA
  City of Hope | Irvine, CA
  Shanghai Disneyland | Shanghai, China



# Andy Keever | ASSOCIATE - BVDG

Andy Keever has 24+ years landscape architecture experience, designing and implementing projects nationally and internationally including planned communities, parks, healthcare and hospitality. At BVDG since 2000, he oversees QA/QC and construction

# Relevant Experience

- Orange County Great Park | Irvine, CA
- McCoy Community Park | Lake Nona,FL
  City of Hope | Irvine, CA

# **Professional Credentials**

+ Bachelor of Arts, Geography and Planning California State University, Chico



# JULIAN LOPEZ | PROJECT DESIGNER - BVDG

Julian Lopez is a reliable designer with a passion for sustainable and environmental design. He values collaboration and adds creativity to projects. His experience and determination bring a unique set of abilities to any project he works on.

#### Relevant Experience

- Great Park Neighborhood | Irvine, CA
- Hillside Memorial Park | Culver City, CA

#### **Professional Credentials**

Bachelor of Landscape Architecture, California Polytechnic State University, Pomona



#### ARMANDO ARROYO | PRE-DEVELOPMENT ASSOCIATE LEAD - BVDG

Armando Arroyo, with 19 years experience in Landscape Industry, specializes in budgeting, scheduling, and constructibility analysis. As a construction generalist, he estimates costs for all project requirements, ensuring design intent is fulfilled.

#### Relevant Experience

- Great Park Neighborhood | Irvine, CA
  Newhall Ranch | Santa Clarita, CA
- Tustin Legacy Linear Park | Tústin, CA

# **Professional Credentials**

Bachelor of Science and Business Administration, California State University, Fullerton

# **Sub-Consultant Resumes (for full resumes, refer to Appendix B)**

# **KPFF** | CIVIL ENGINEERING



#### ALI KHAMSI, P.E. | PRINCIPAL

Ali is an experienced civil engineer who has worked with KPFF for 23 years, completing projects in Irvine for 17 years. He has over 29 years of experience in leading the design of park projects such as new construction, historic preservation, and environmental studies.

#### **Professional Credentials**

- + Bachelor of Civil Engineering, University of Waterloo, Canada
- + Registered Civil Engineer CA (#C74768) (PW-LR-1000519603)

#### Relevant Experience

- Carl Thornton Park Upgrades | Santa Ana, CA
- John Wayne Airport Upgrades | Santa Ana, CA
- Greystone Estate Improvements | Beverly Hills, CA



#### **GRANT KAI, P.E.** | PROJECT MANAGER

Mr. Kai has over 18 years of experience in civil engineering and has been with KPFF for over a year. He has worked on multiple major projects with sophisticated engineering design and client coordination.

#### **Professional Credentials**

- + Bachelor of Civil Engineering, University of California, Los Angeles
- + Registered Civil Engineer CA (#C73252) (PW-LR-1000519603)

#### Relevant Experience

- Mt. San Antonio Gardens Imp. | Claremont, CA
- Dodger Stadium Improvement | Los Angeles, CA
- John Anson Ford Theatre Imp. | Los Angeles, CA

# **KPFF** | STRUCTURAL ENGINEERING



#### WILLIAM H. THORPE, S.E. | MANAGING PRINCIPAL

Mr. Thorpe, Managing Principal at KPFF, oversees client relations, fees, scheduling, personnel, design, and construction administration. With 36 years of experience, he specializes in complex projects and cost-effective solutions.

#### **Professional Credentials**

- + Bachelor of Civil Engineering, Texas Tech University, Lubbock
- + Registered Structural & Civil Engineer in CA

#### Relevant Experience

- Great Park Neighborhood | Irvine, CA
- Brea Sports Park Complex | Brea, CA
- Civic Park | Santa Clarita, CA



#### RACHEL GOOSSENS, PE | ASSOCIATE

Ms. Goossens manages project design, drafting personnel, coordination, construction administration, and BIM efforts. With 11 years of experience, she specializes in structural engineering for park, landscape, and new construction projects.

#### **Professional Credentials**

- + Bachelor of Civil Engineering, University of California, Irvine
- + PE-California No. 84053

#### Relevant Experience

- Bosque Great Park Trails Irvine, CA
- Rise Park| Irvine, CA
- Precipice County Park | Valencia, CA



# GALINA NITAEVA | PROJECT DRAFTER

As a Project Drafter with the Irvine office of KPFF, Ms. Nitaeva is responsible for coordinating with other drafters and engineers and assists to implement the drawings with other disciplines. Ms. Nitaeva has 18 years of experience as a project drafter.

#### **Professional Credentials**

+ Bachelor of Civil Engineering, Moscow Engineering & Construction Institute

#### Relevant Experience

- Beacon Park | Irvine, CA
- Solis Park | Irvine, CA
- Yvonne Burke & John D. Ham Park | Lynwood, CA

# Sub-Consultant Resumes (for full resumes, refer to Appendix B)

#### **ARROYO IRRIGATION | IRRIGATION DESIGN**



#### **GARRY COLLINS | PRINCIPAL**

Garry Collins is an award-winning Professional Irrigation Consultant (PIC), Certified Landscape Irrigation Auditor (CLIA) and Certified Backflow Tester for Orange County, experienced in irrigation consulting, water and construction management for 21 years.

#### **Professional Credentials**

- + Bachelor of Landscape Irrigation Science, California Polytechnic State University, Pomona
- + California Department of Industrial Relations

#### Relevant Experience

- Esencia Sports Park | Rancho Mission Viejo, CA
- Encinitas Community Park | Encinitas, CA
- · Lake Balboa Park | Los Angeles, CA

#### CANDELA ENGINEERING | SITE LIGHTING DESIGN AND ENGINEERING



#### DON DIDOMIZIO | PRINCIPAL

Don Didomizio has over 20 years of lighting design experience. He worked at LDB Inc. for 18 years, starting as an intern in 1996 and becoming a project manager in 2001. In 2014, he left to co-found CANDELA Engineering with Brian Overley.

#### Relevant Experience

- Rise Park | Irvine, CA
- Solis Park | Irvine, CA
- Confluence Park | Valencia, CA

#### NOVA SERVICES | GEOTECHNICAL ENGINEERING



#### JOHN O'BRIEN | PRINCIPAL

John is a board certified Diplomat of Geotechnical Engineering with 35 years of experience in geotechnical, foundation, and geoenvironmental engineering, including 10 years in environmental construction.

#### **Professional Credentials**

- + Master of Geotechnical Engineering, University of California, Berkeley
- + Registered Geotechnical Engineer CA (#651)

#### Relevant Experience

- Dusty Rhodes Park Improvements | San Diego, CA
- Marcy Neighborhood Park Imp. | San Diego, CA
- Playa Pacifica Park Imp.| San Diego, CA



#### NICKEY AKBARIYEH | PROJECT ENGINEER

Nickey has 13 years of experience providing geotechnical engineering and construction materials testing and inspection services, including proposal preparation, budget monitoring, project management, assigning laboratory testing, and performing engineering analyses.

#### **Professional Credentials**

- + Master of Geotechnical Engineering, University of Texas, Arlington
- + Registered Professional Engineer CA (#88640)

#### Relevant Experience

- Baseball Field Expansion | Cal State Univ., Fullerton
- Corte Madera Reservoir | Palo Alto, CA
- Police Academy| San Jose, CA

# **Section G. Project Experience**

# JERICO FARFAN, PRINCIPAL

- 1) Project / Location: Park 4 Retreat, Irvine CA
- Project description: 3.87 Acre community park consisting of a recreation center, pool / spa, tot lot, and extensive trail network.
- Project responsibilities: As Project Lead / Project Manager, Jerico attended client meetings and interfaced between the client, the design team and contractor. He maintained project schedule, led consultant coordination, provided design direction, provided QA/QC review of construction documentation, coordinated sub-mittal process with local agencies, and oversaw the construction administration.
- Owner: Heritage Fields LLC.
- Owner Contact: Joel Ramirez 949-349-1048
- Firms Involvement: Lead Design Team
- Status of Completion: Park opened May 2022
- 2) Project / Location: Park 3 Solis Park, Irvine CA
- Project description: 1.4 Acre community park

with four pools, five shade structures and a tot

lot and a comprehensive trail network. Solis

Park Opened - May 2022

- Project responsibilities: As Project Lead / Project Manager, Jerico attended client meetings and interfaced between the client, the design team and contractor. He maintained project schedule, led consultant coordination, provided design direction, provided QA/QC review of construction documentation, coordinated sub-mittalprocess with local agencies, and oversaw the construction administration.
- Owner: Heritage Fields LLC.
- Owner Contact: Joel Ramirez 949-349-1048
- Firms Involvement: Lead Design Team
- Status of Completion: Park opened May 2022

#### ANDY KEEVER, ASSOCIATE

- 1) Project / Location: East Airfeld / McCoy Park, Lake Nona FL
- Project description: 25 acre Community Park with 4 baseball felds, concession / restroombuilding, Totlot and running path. McCoy park opened in 2020.
- Project responsibilities: As Project Lead / Proj-ect Manager, Andy attended client meetings and interfaced between the client, the design team and contractor. He maintained project schedule, led consultant coordination, provided design direction, provided QAQC review of construction documentation, coordinated sub-mittal process with local agencies, and oversaw the construction administration.
- Owner: Tavistock Development Co.
- Owner Contact: Scott Thacker 407-457-1087
- Firms Involvement: Project Lead for the Design Team
- Status of Completion: Park opening was January 2020

# ANDY KEEVER, ASSOCIATE

- 2) Project / Location: Orange County Great Park, Sports Park, Irvine, CA
- Project description: 171 Acre Sports Park, Phases 1-4
- Project responsibilities: Field layout and site planning, construction documentation and detailing, Totlot design and agency submittals.
- Owner: Heritage Fields El Toro, LLC
- Owner Contact: Joel Ramirez
- Firms Involvement: Design Builder/ Landscape Architect of Record
- Status of Completion: Park Opening, 2017

# JULIAN LOPEZ, PROJECT DESIGNER

- 1) Project / Location: Park 4 Retreat, Irvine CA
- Project description: 3.87 Acre community park consisting of a recreation center, pool / spa, tot lot, and extensive trail network. Solis Park
- Project responsibilities: Graphic, 3D visuals, construction documentation, project narrative packages.
- Owner: Heritage Fields LLC.
- Owner Contact: Joel Ramirez
- Firms Involvement: Lead Design Team
- Status of Completion: Park opened May 2022
- 2) Project / Location: Park 3 Solis Park, Irvine CA
- Project description: 1.4 Acre community park with four pools, fve shade structures and a tot lot and a comprehensive trail network.
- Project responsibilities: Graphic, 3D visuals, construction documentation, project narrative packages.
- Owner: Heritage Fields LLC.
- Owner Contact: Joel Ramirez
- Firms Involvement: Lead Design Team
- Status of Completion: Park opened May 2022

#### Section H. References

#### Project 1. ORANGE COUNTY GREAT PARK - NEIGHBORHOOD PARKS

CONSULTING FIRM: BrightView Landscape Design Group (Prime Consultant)

PROJECT OWNER/AGENCY: FivePoint Communities

PROJECT DESCRIPTION: Collection of signature neighborhood parks within the Orange

County Great Park. Each Park is the heart of the neighborhood with a unique feel and character specific to the needs of the community.

SERVICES PROVIDED: Master Planning, Conceptual Design, Construction Documentation,

Pre-Development Costing, Bid Assistance, Construction Administration

CONTACT PERSON: Joel Ramirez | Director Planning/Entitlement

FivePoint Communities

2000 FivePoint, 4th Floor, Irvine, CA92618 Joel.Ramirez@fivepoint.com | 949-349-1048

#### Project 2. DELEO REGIONAL SPORTS PARK

CONSULTING FIRM: BrightView Landscape Development (Prime Consultant)

PROJECT OWNER/AGENCY: Riverside County

PROJECT DESCRIPTION: Enhancements to the existing park to include pickleball courts,

volleyball court, exercise equipment areas, respite area, playground

resurfacing and a new bike pump track.

SERVICES PROVIDED: Conceptual Design, Construction Documentation, Pre-Development

Costing, Design-Build Assistance, Construction Administration

CONTACT PERSON: Erik Sydow | Principal Development Specialist

Riverside County Office of Economic Development 3403 Tenth Street, Suite 400, Riverside, CA 92501

esydow@rivco.org | 951-955-9021

#### Project 3. RON FOELL PARK

CONSULTING FIRM: BrightView Landscape Design Group (Prime Consultant)

PROJECT OWNER/AGENCY: Lennar Corporation

PROJECT DESCRIPTION: A five-acre park featuring expansive lawn areas, amphitheater,

basketball court, boccee courts, trails, picnic pavilions, respites,

playground, splash pad, and bioswales to treat stormwater runoff with

native and drought tolerant plant design.

SERVICES PROVIDED: Conceptual Design, Construction Documentation, Pre-Development

Costing, Design-Build Assistance, Construction Administration

CONTACT PERSON: Michael Battaglia | Division President

New Home Company

15231 Laguna Canyon Rd., Suite 250, Irvine, CA 92618

mbattaglia@nwhm.com | 949-285-6286

# **Section I. Scope of Services**

Thoughtful design decisions, process efficiency, and a clear understanding 'true' construction realities are critical to support the best outcomes. At BrightView, we function as Design + Build + Maintenance experts under one umbrella with a depth of resources and knowledge unparalleled in the industry. The bid opening should not be a surprise, but a confirmation of a design process well executed and well informed. This proactive approach minimizes budget surprises and unwanted change orders resulting in projects that consistently reflect the highest standards. We have proposed a project team inclusive of sub-consultant team members with extensive work experience with each other allowing us to quickly hit our stride. We pride ourselves in keeping our teams consistent throughout the design effort to maintain continuity at all project phases. To better understand all the services that will be required we provide the following breakdown of each of the phases as delineated in the RFP.

# Task 1 - Kick-off/Progress Meetings

Upon award / execution of the contract, we will schedule a kick-off meeting. The kick-off meeting will provide an opportunity to review the project scope and design standards, while weekly meetings will allow for ongoing project discussions, updates and action items. We will assemble the agenda prior to each meeting and distribute meeting minutes to the City and to the sub-consultant team. It is assumed meetings will be held virtually with one in-person meeting per month at the discretion of the City of Beaumont. Sub-consultant team will be invited to the meetings on an 'as-needed basis'. Based on the award date noted on the RFP we have assumed a project start date of **June, 2023** and a kick-off meeting held thereafter for the sake of confirming our project schedule. We assumed the need for meetings to be once per week for the duration of the preliminary schedule.

Deliverables: Meeting Agendas & Minutes

# Task 2 - Initial Services, Field Review and Survey.

After the kick-off meeting, we will meet internally with our sub-consultant team and organize a field review and mobilize the geotechnical, civil engineering and survey team. After completion of the field review we will issue a full report to the City of Beaumont outlining our findings related to the existing project site and the proposed design. The report will summarize our initial assessment of the site while providing our professional opinion on the initial impacts of our findings and the plan of action moving forward.

The Geotechnical Engineered team lead by Nova. The Nova team will start pre-mobilization activities such as full background review of any existing information along with review of their own site reconnaissance and will coordinate with the City any access and scheduling of their field work. Nova will conduct a subsurface investigation. At the completion of the subsurface exploration, soils recovered from the borings will be returned to Nova's geotechnical laboratory for further review and testing. A series of testing will be done to evaluate the existing soils and findings will be utilized in evaluations related to the Geotechnical-related design needs of the park. The geotechnical findings will be summarized in separate, stand-alone report signed by a licensed Geotechnical Engineer and Certified Geologist. Each report will provide geotechnical recommendations as well as a record of all work. All reports will be submitted in electronic format to be shared with the City of Beaumont and the consultant team.

The geotechnical engineering report will provide engineering guidance for construction of structural elements/footings of the sports field lighting, the report shall provide the following information:

- Soil design parameters for support of a cantilever light pole supported by a pier foundation. If applicable, the pier embedment will be determined in accordance with the pole non-constrained embedment formula of the currently adopted Building Code.
- - Pier Foundation Information
  - Soil description and classification
  - Allowable vertical bearing and/or skin friction
  - Allowable lateral bearing value in psf/ft (at level and sloping conditions asapplicable) for isolated poles not adversely affected by a 0.5 inch motion motion at the ground surface due to short term lateral loadings. Indicate allowable lateral bearing pressure for embedment depths 12 feet and greater.
  - Effective width for lateral bearing (passive arching if applicable).
  - -Additional design criteria for sloping conditions, adjacent structures liquefaction, etc., as required
  - Ground water elevation.
  - Concrete durability requirements.
  - Additional relevant information affecting foundation design, construction and installation.
  - Boring Location Map and Boring logs.
- Seismic Design Parameters per the currently adopted Building Code.

Our Civil Engineering consultant, KPFF, will be retaining the services of a land surveyor to provide topographic and boundary survey of the project areas shown on the RFP. The survey will use a combination of aerial photogrammetric and ground survey to identify right-of-way- limits, utilities, and physical street features. It is understood that existing records and surveys are available, and they will be provided to be verified in the field.

In addition to field review and survey, we will research and review all existing records provided by the City, review existing data and any other documents relevant to the limits and scope of the project. We will also start the coordinating with responsible agencies and utility companies to identify design limitations and parameters to be considered in preparation for plan submittals, reviews and approvals.

#### Deliverables:

- Topographic Survey File in AutoCAD to the City for their records. (This information will also be shared with our consultant team for their use in preparing their required submittals/reports)
- Site Photos
- Field Notes/Assessment Report
- Existing Records/Research assessment report
- Geotechnical Report

#### Task 3 - Construction Documents

After receipt of the topographic information and after meeting with the City of Beaumont, we will kick off the 30% construction drawings phase along with our sub-consultant team. In order to deliver a project within the proposed budget, we will confirm final design layout with the City's team. The end goal is to produce a design that is appropriately planned for the proposed improvements, the City of Beaumont and the end users. Should there be any discrepancies or deficiencies we will coordinate with the City early in the design process.

In order to be prepared for start of construction, we will plan to minimize the impact to the end users while improvements are being constructed. Any potential impact to existing utilities during construction and post-construction utility requirements and/or modifications will be noted early on during this phase.

During the 30% construction drawing phase, we will continue to analyze and verify available As-built information and take into consideration environmental factors documented during the previous tasks. Our Pre-Development team will review and provide current opinion of probable landscape cost to confirm design and budget are in alignment.

- Deliverables:
  - 30% Constructon Documents
  - 30% Engineer's Estimate

Once we receive confirmation from the City of Beaumont regarding the previous task and confirm the design is in alignment with the proposed budget, we will proceed with completion of construction document level in order to allow for the competitive bid, award and installation of the proposed improvements. As mentioned in the previous tasks, we will continue to monitor the budget to avoid surprises prior to start of construction. Our full consultant team will be working together to produce a comprehensive package(s) for submittal to the respective agencies with jurisdiction over the project site. A detailed breakdown of the packages from the different consultants can be provided during the weekly meetings to help the City of Beaumont understand the plan submittal deliverables and process for submitting the different submittal packages. We have built a strong team that has worked together on several projects and can adjust our work force to expedite submittals should there be a need to do so.

Existing infrastructure is vital to the continued success of the park. We will coordinate closely with our Civil Engineer and work directly with all utility companies that have improvements within the project boundary. We will coordinate any relocation needs with the utility companies while keeping the city informed while maintain the end goal to deliver a project on time without delays.

Grading and drainage plans will include rehabilitation of the existing park interface, and removal of existing turf with replacement of synthetic turf.

Landscaping plans, will include retrofit/rehabilitation of existing turf and removal/installation of new synthetic turf, new irrigation system required for cooling/cleaning of synthetic turf.

Electrical engineering plans for new sports field lighting system per Musco drawings) for existing baseball fields and two new synthetic turf football fields will evaluate existing

electrical and lighting system and include modifications / upgrades as necessary to deliver a fully functional electrical system for all sports field lighting; will design new power circuits to new sports field light poles; will design location for the Musco Control and Monitoring Cabinet and all other necessary improvements

Technical Specifications / Bid Documents - prepare all required technical specifications and itemized bid schedule for bid documents\ Construction Estimate - prepare itemized bid item quantities and estimates

#### Deliverables:

- Plans, Estimate, and Specifications at 90%
- Plans, Estimate, and Specifications at 100%
- Bid Package for Advertisement

#### Deliverables shall include:

- Civil Engineering
  - Site Demolition
  - Erosion and Sediment Control Plans
  - Utility plans for 'wet' utilities
  - Precise Grading and Drainage plans
  - Civil Construction Details
  - Technical Specifications
- Electrical Engineering
  - New Electrical Service / Single Line Diagram for Field Lighting
  - Switchgear Specification / Panel Schedules
  - Electrical Details
  - Technical Specifications
- Landscape Plans
  - Construction Layout
  - Construction Details
  - Planting Plans (retrofit of existing turf)
  - Irrigation Plans (Field Cooling System, irrigation retrofit)
  - Technical Specifications
- Structural Engineering
  - Structural Details (Musco field lights excluded, Musco provides structural details and engineering for field lights)

# Task 4 - Secure Permits/Approvals

During his phase, we will work together with our Civil Engineer, KPFF, to incorporate the implementation of the local storm water mitigation measures (WQMP/LID) applicable to the project early in the project development phase. Water quality measures to be implemented for the project will be based on the agency's interpretation of the local design guidelines and the approval of the water quality measures designed by KPFF.

For projects with a total site disturbed area of one (1) acre or more will require compliance with the National Pollutant Discharge Elimination System (NPDES) general permit for storm water discharges associated with construction and land disturbance activities. The scope of work defined in the General Permit for a Qualified SWPPP Developer (QSD) is within the scope of this proposal. We assume that a Qualified SWPPP Practitioner (QSP) will be retained by the contractor or the owner. KPFF has certified and qualified engineers to provide QSP services:

The scope of QSD work included is as follows:

a)Prepare Permit Registration Documents (PRDs):

- •Filling Notice of Intent (NOI).
- Risk Level Assessment.
- •Site Map.
- •Erosion Control Plan(s).
- •Storm Water Pollution Prevention Plan (SWPPP).
- •Determining the Annual Fee.
- b)Post-Construction Requirements (WQMP).
- c)Amendment to the SWPPP if determined by the QSD to be warranted.
- d)Filling the Notice of Termination (NOT).
- Deliverables:
  - SWPPP(QSD) Services
  - WQMP/LID (currently not needed / not in scope, if design changes require WQMP, it will require additional fee)
  - Additional Applicable Permits from Building and Safety / Planning / Public Works

# Task 5 - Bid/Award Services

During this phase of the project and after approval of the construction documents, we will assist the City of Beaumont and the General Contractor in the process of bidding the Construction Documents. We will attend the Pre-Bid Meeting and respond to Requests for Information (RFI's) during the bidding within five (5) working days of receiving the RFI log provided by the City. Any written addendums and design changes on the plans will be distributed in a timely manner to the bidding team to allow for a competitive bidding process. At the conclusion of the bidding phase, we will work closely with the City to review and analyze all bids to identify the most suitable bidder.

#### Task 6 - Construction Services

We will attend Pre-Bid Meeting and coordinate and attend a pre-construction conference; prepare meeting minutes, and address Contractor questions and concerns. Our team will be hands on during the construction phase to continue to assist the City by responding to Construction Phase RFI's, review shop drawings and any other construction related design matters to avoid disruption in the work schedule. With many years of experience having work on similar size projects we understand that no project is perfect and unexpected construction related issues might arise during construction. Our construction team can help address complex problems and provide field solutions in a timely manner and within reasonable cost.

BVDG will perform the below tasks as part of the construction phase:

- Attend Pre-Bid Meeting
- Pre-Construction coordinate and attend pre-construction conference; prepare meeting minutes, address Contractor questions and concerns
- Shop Drawings review shop drawings submitted by the Contractor for conformance with final plans
- Project Meetings coordinate meetings with City staff, Contractor, and other agencies as required on a regular basis to update the status of the project
- Construction Monitoring provide inspections to ensure the project is being constructed in compliance with project specifications and to the City's satisfaction
- Final Inspection recommend and schedule, with the City and applicable agencies, a final inspection of the project
- As-Built Drawings prepare as-built drawings based on red-lined plans of field conditions provided by the City's construction Contractor

As described above, this phase of work will be per the direction of the City and our fees reflect an estimated amount. Should there be a need for additional support, we will request written approval for any additional time beyond the estimated fees.

# **Section J. Cost Proposal**

# Cost Proposal is per separate enclosure

Refer to **Fee Proposal** for "RFP FOR LANDSCAPE ARCHITECTURAL SERVICES FOR SPORTS PARK FIELD LIGHTING & EXPANSION PROJECT"

#### Section K. Additional Information

#### **PROJECT SCHEDULE**

#### TIMELINE FOR COMPLETION OF WORK

The Design schedule is unknown at this time, but can be negotiated prior to contract award. In reviewing the size and possible scope of this project, BVDG assumes an 12 months (or less) schedule (not including construction administration). Any additional time is not included in this proposal. BVDG will work with the City after every milestone to confirm the project is proceeding in accordance to the schedule. We will pattern our approach to the Sports Park project based on the needs of the City of Beaumont. Realizing the importance of the timeline/schedule and have proposed the following:

#### **TEAM APPROACH**

We have proposed a project team inclusive of sub-consultant team members with extensive work experience with each other allowing us to quickly hit our stride. We pride ourselves in keeping our teams consistent throughout the design effort to maintain continuity at all project phases to partner with the City. The faces you see at startup are the same faces you will see at completion.

#### **EFFICIENT TEAM STRUCTURE**

We employ an efficient and customer focused management structure. This project will be staffed with a Principal -in-Charge, Design Associates, Designers, Project Manager and Pre-Development Manager throughout all design stages. We outline our expectations at project inception to inform the design process and ensure we have the information required to effectively complete the work in a timely manner. We empower our Project Manager to consistently be your point-of-contact and leader of staff and sub-consultants, and this individual will directly be supported by our Principal-in-Charge and Associates. When required, we will bring more of the firm's resources to bear in the design of the park – the schedule drives the process, not the opposite.

#### **PROJECT MILESTONES**

We establish key milestones driven by the construction documentation process, City reviews, and City staff availability, and we calendar key meetings at the very beginning of the project. This ensures that everyone stays on track and that schedules do not inadvertently drift.



#### **Section L: Insurance**

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

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

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

endorsement(s).			
PRODUCER Aon Risk Services Northeast, Inc. – New York Office	CONTACT NAME: Todd Pagliaro		
199 Water Street	PHONE FAX (A/C No. Ext): (866) 283-7122 (A/C, No): (800) 363-0105		
New York, NY 10038-3551	INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURED	INSURER A: ACE American Insurance Company	22667	
BrightView Design Group	INSURER B: ACE American Insurance Company		
8 Hughes, Suite 150	INSURER C: ACE American Insurance Company (AOS)	22667	
Irvine, CA 92618	INSURER D1:		
	INSURER D2:	5 33	
	INSURER E: Allied World Surplus Lines Insurance Company (PL)	24319	
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

NSR LTR		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	8	
	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY		g (C)				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000.00 \$5,000,000.00	
-	CLAIMS X OCCUR				G4731835A	10/01/2022	10/01/2023	MED EXP (Any one person)	\$10,000.00
Α	X CONTRACTUAL LIABILITY	X				. 1	PERSONAL & ADV INJURY	\$5,000,000.00	
	χ XCU HAZARD						GENERAL AGGREGATE	\$5,000,000.00	
	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PROJECT LOC						PRODUCTS - COMP/OP AGG	\$5,000,000.00	
-	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000.00	
_	x ANY AUTO			H1071333A	10/01/2022	10/01/2023	BODILY INJURY (Per person)		
В	ALL OWNED SCHEDULED AUTOS AUTOS	Х					BODILY INJURY (Per accident)		
	HIRED AUTOS NON -OWNED AUTOS				6		PROPERTY DAMAGE (Per accident)	2	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE 1		
	EXCESS LIAB CLAIMS-MADE						AGGREGATE 1		
	X DED RETENTION \$ 0						EACH OCCURRENCE 2	6	
			- 4				AGGREGATE 2		
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Y/N			C50687302	10/01/2022	10/01/2023	X PER STATUTE OTH-	6	
С	ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A	-				E.L. EACH ACCIDENT	\$2,000,000.00	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	cribe under				E.L. DISEASE - EA EMPLOYEE	\$2,000,000.00		
			5 6		/		E.L. DISEASE - POLICY LIMIT	\$2,000,000.00	
Е	Other Professional Liability			0313-5461	10/01/2022	10/01/2023	\$10,000, 000 each claim and aggre	gate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required). Policy Provisions include a 30 day cancellation notice/10 days for non payment.

See Attached For GL Primary Insured, Auto Additional Insured, GL AI 2037 04 13, GL AI 2010 04 13 SAMPLE FOR BID PURPOSES

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Aon Risk ServicesNortheast, Inc.

# ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured . BrightView Design Group			Endorsement Number	
Policy Symbol ISA	Policy Number H1071333A	Policy Period 10/01/2022 TO 10/01/2023	Effective Date of Endorsement 10/01/2022	
	of Insurance Company surance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the prepartion of the policy.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM

#### Additional Insureds:

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

#### SAMPLE FOR BID PURPOSES

- A. For a covered "auto," Who is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
  - 1. You.
  - 2. Any of your "employees" or agents.
  - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Agent

JCHN J. LUPICA, President

POLICY NUMBER: G4731835A

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	SAMPLE FOR BID PURPOSES
Information required to complete this Schedule, if not shown	above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- 1. Your acts or omissions: or
- 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: G4731835A

COMMERCIAL GENERAL LIABILITY CG 20 37 04 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	SAMPLE FOR BID PURPOSES
Information required to complete this Schedule, if not shown	above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of

Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured BrightView Design	Group		Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
	G4731835A	10/01/2022 TO 10/01/2023	10/01/2022
Issued By (Name	of Insurance Company)	36	W
ACE American I	nsurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### COMMERCIAL GENERAL LIABILITY COVERAGE

# Schedule

#### Organization

#### Additional Insured Endorsement

JCHN J. LUPICA, President Authorized Agent

Any additional insured with whom you have SAMPLE FOR BID PURPOSES agreed to provide such non-contributory insurance, pursuant to and as required under a written contract or agreement, executed prior to the date of loss.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

LD-20287 (06/06)

Page 1 of 1

We thank you for the opportunity to be of service to you and we look forward to an outstanding, successful project together.

CONSULTANT: BrightView Design Group, Irvine, CA

DATE: APRIL 14, 2023

JERICO FARFAN, PRINCIPAL

(Authorized to represent the firm and sign a contract with the City of Beaumont)

CLIENT:	City	of	Beaumont,	CA
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APPROVED:

DATE:

 $\mathsf{BY}$ 

TITLE





# **APPENDIX**

SPORTS PARK FIELD LIGHTING & EXPANSION PROJECT
RFP NO. CS 23-10
550 E. 6TH STREET, BEAUMONT, CA 92223

This proposal is submitted in response to Request for Proposals by The City of Beaumont



JERICO FARFAN | PRINCIPAL 949.514.7906 | Jerico.Farfan@BrightView.com









# Appendix B. Resumes

# JERICO FARFAN PRINCIPAL | BVDG

Jerico Farfan's landscape architecture career spans over 20 years and includes a variety of projects within the United States and abroad. He has explored large projects that require complex planning and coordination with multiple disciplines. Jerico has experience designing and implementing projects in countless markets including master planned communities, theme park design, highend residential, healthcare, commercial, parks and recreation. He started working at BVDG in 2005 and has been a leader in overall firm growth, communication and future planning.

## **MASTER PLANNING**

Valencia - Newhall Ranch 22,000 ACRES | Valencia, California

Great Park Neighborhood 2,500 ACRES | Irvine, California World Logistic Center 2,000 ACRES | Moreno Valley, California

FivePoint X 71 ACRES | Irvine, California

#### PARKS + OPEN SPACE

Novel Park | Irvine, California
Solis Park | Irvine, California
Rise Park | Irvine, California
OCGP Playground | Irvine, California
City of Hope | Irvine, California
Woodbury Private Parks | Irvine, California
Orchard Hills | Irvine, California
Quail Hill | Irvine, California
Stone Gate | Irvine, California
Portola Springs | Irvine, California
Northpark | Irvine, California
Cypress Square | Irvine, California
Vista 99 | San Jose, California

#### **HOSPITALS + HOSPITALITY**

Sharp Chula Vista | Chula Vista, California City of Hope | Irvine, California Pop Up Container City | Irvine, California FivePoint X | Irvine, California

#### THEME PARK DESIGN

Shanghai Disneyland | Shanghai, China Toy Story | Paris, France Grizzly Gulch | Hong Kong, China Buena Vista Street | Anaheim, California Animal Kingdom | Magic Kingdom, Florida Ratatouille Expansion | Paris, France



#### **EDUCATION**

+ California Polytechnic State University, San Luis Obispo - Bachelor of Landscape Architecture

#### PROFESSIONAL ASSOCIATIONS

- + American Society of Landscape Architects
- + Building Industry Association Member
- + Urban Land Institute of Orange County
- + Design Review Committee Member City of Orange
- + IAAPA Member

#### **AWARDS**

- + Merit Award Parks + Recreation Design, ASLA Southern California, 2016 - Beacon Park
- + Merit Award Parks + Recreation Design, ASLA Southern California. 2016 - Pavilion Park
- + Grand Award Best Sustainable Residential
   Community, PCBC Gold Nugget Awards, 2014
   Pavilion Park
- + National Award of Merit Rehabilitation/ Renovation/ Restoration, Design-Build Institute of America, 2014 - Pavilion Park
- + Award of Excellence Facility Design (Sports Fields + Complexes), California Parks + Recreation Society, 2010 - Arlington Heights Sports Park



#### **ANDY KEEVER**

# ASSOCIATE | BVDG

Andy has over 20 years of experience in diverse projects including high profile master planned communities, multifamily housing, community parks, recreational facilities, retail, resort and civic projects both locally and abroad. Andy has a strong working knowledge of construction documentation and provides internal constructibility review to mentor staff ensuring consistent, buildable documentation. His belief in creativity and attention to detail in all phases of a project, from initial design through installation, provide the basis for a portfolio of unique and successful projects.

#### PARKS + OPEN SPACE

Orange County Great Park | Irvine, California
McCoy Park | Lake Nona, Florida
Pavilion Park | Irvine, California
Cadence Park | Irvine, California
Bosque Park | Irvine, California
Sendero Community Garden | Rancho Mission Viejo, California
Fidelity Farmstand | Smithfield, Rhode Island
Corporate Campus Stream Renovation | Atlanta, Georgia

#### **EDUCATION**

**Antelope Valley College Facilities Master Plan** | Lancaster, California

Antelope Valley College Sage Hall | Lancaster, California Antelope Valley College Student Center + Services | Lancaster, California

Vaughn Next Century Learning | Los Angeles, California Amestoy Elementary School | Gardena, California

#### **HEALTHCARE**

City of Hope Gateway Campus | Irvine, California `Olive View Medical Center | Spylmar, California
City of Hope Campus Upgrades | Duarte, California
Rancho Los Amigos National Rehab Center | Downey, California

## MASTER PLANNED COMMUNITIES / RESIDENTIAL

Orchard Hills | Irvine, California Portola Springs | Irvine, California Stonegate East | Irvine, California Laureate Park | Lake Nona, Florida

#### **HOSPITALITY**

Baha Mar | Nassau, Bahamas Sirata Beach Resort | St Pete Beach, Florida Four Seasons Hualalai | Kailua-Kona, Hawaii



# **MULTI-FAMILY**

Orchard Hills Apartments | Irvine, California Portola Springs Apartments | Irvine, California Quail Meadow Apartments | Irvine, California Quail Ridge Apartments | Irvine, California Dunwoody Apartments | Dunwoody, Georgia

#### COMMERCIAL / RETAIL

Patriot Place | Foxborough, Massachusetts Runway at Playa Vista | Los Angeles, California Blackwelder Creative Campus | Los Angeles, California

#### **EDUCATION**

- + California State University, Chico
  - Bachelor of Arts, Geography + Planning



#### JULIAN LOPEZ

# PROJECT DESIGNER | BVDG

Julian Lopez is a dependable designer who has worked on a number of projects and supports the professional environment at BrightView. As a highly motivated team player, Julian understands the importance of project collaboration as well as adding their own individual touch of creativity. With continuing experience and determination, Julian's passion for sustainable, environmental, urban design, along with a passion for California natives, public outreach has lead to a unique and wide set of abilities and capabilities for any project he becomes involved with.

## **CAMPUS PLANNING + DESIGN**

FivePoint Gateway Campus | Irvine, California Intuitive Surgical | Sunnyvale, California

#### PARKS + OPEN SPACE

Orange County Great Park | Irvine, California

**Solis Park** | Irvine, California **Rise Park** | Irvine, California

**Confluence Park** | Valencia, California **East Lake** | Valencia, California

Historic West Side Leaders Park | Las Vegas, Nevada

#### MIXED-USE

Pop Up - Container Park | Irvine, California Civic Park | Santa Clarita, California

#### MASTER PLANNING

Newhall Ranch | Santa Clarita, California City of Hope | Irvine, California

#### COMMERCIAL AND HOSPITALITY

Runway | Playa Vista, California Renaissance Ranch | Corona, California

#### HOSPITAL

City of Hope | Irvine, California Sharp | Chula Vista, California Scripps | Chula Vista, California

#### **CEMETERY**

Hillside Memorial Park | Culver City, California

#### HOSPITALITY

Las Vegas Surf Lake | Las Vegas, Nevada



#### **EDUCATION**

+ California State Polytechnic University, Pomona - Bachelor of Science, Landscape Architecture

#### PROFESSIONAL ASSOCIATIONS

- + American Society of Landscape Architects
- + Building Industry Association Next GEN

#### SKILL SETS

- + Adobe Creative Suite
- + 3D Modeling
- + GIS
- + Project Management
- + Planting Design

#### **Awards**

+ Grand Award - Best Design for Energy, PCBC Golden Nugget Awards, 2022 - Confluence Park



# ARMANDO ARROYO ASSOCIATE LEAD | BV PRE-DEVELOPMENT

Armando Arroyo has over 19 years experience in the Landscape Industry, primarily contributing in the development of detailed budget estimates, preliminary schedules, and thorough constructibility analyses. Armando is a construction generalist with extensive experience in grading, concrete, masonry, irrigation, & planting. He must estimate the cost of everything that is shown on the plans as well as everything that is not shown, but is reasonable to assume necessary to fulfill the program requirements and design intent of each project being studied.

Pre-Development's underlying philosophy that guides this effort is "the less detail on the plans, the more detail in the budget."

Armando is part of our **Pre-Development team** and will oversee all cost estimating for this project.

#### **NOTABLE PROJECTS**

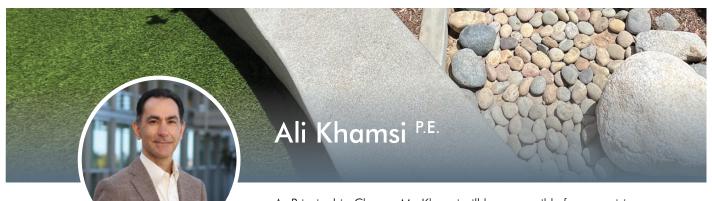
Newhall Ranch | Santa Clarita, California Confluence Park | Santa Clarita, California Arroyo Open Space | Santa Clarita, California EastLink Open Space | Santa Clarita, California Verve Park | Santa Clarita, California Vantage Park | Santa Clarita, California The Camp | Santa Clarita, California Precipice Park | Santa Clarita, California Tustin Legacy Linear Park | Tustin, California Santa Ana College | Santa Ana, California Haster Retarding Basin | Garden Grove, CA Hillside Garden of Solomon II | Culver City, California **Great Park Neighborhoods** | Irvine, California Rise Park | Irvine, California Solis Park | Irvine. California The Retreat | Irvine. California District 5 South Park | Irvine. California City of Hope | Irvine California



#### **EDUCATION**

California State University, Fullerton
 Bachelor of Science and Business
 Administration





# kpff

#### Education

B.S., Civil Engineering, University of Waterloo

#### Registration

Civil Engineer: CA #C74768 CO, NV, AZ, NM, TX, WA, Ontario, Canada, British Columbia, Alberta, Canada

Certified QSD/QSP #00130 Cal OES Safety Assessment Evaluator #82003

#### **Affiliations**

DBIA™ Certification

As Principal-in-Charge, Mr. Khamsi will be responsible for supervising the activities of civil engineering personnel. Mr. Khamsi will also be responsible for client contact, establishment of fees and schedules, project design, production, quality assurance, overall project coordination and construction administration. Mr. Khamsi has been with KPFF for 24 years and has more than 29 years of experience in civil engineering.

# Yvonne Burke - John D. Ham Park | Lynwood, CA

Project Manager. KPFF provided civil and structural engineering services for the construction of a new 10.55 acres Park for the City of Lynwood. Lynwood Ham Park is located at the southeast corner of Atlantic Avenue and 105 Freeway in the City of Lynwood. The Park has baseball fields, basketball courts, a toddler play area, maintenance building, restroom & community building, shade structures, bleachers, open space areas, and parking lots.

#### Brea Sports Park | Brea, CA

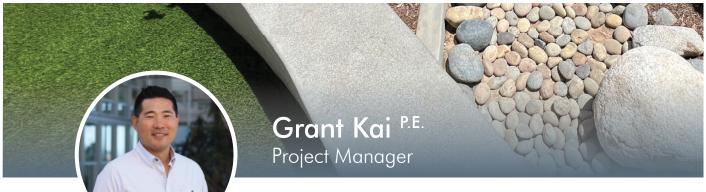
Project Manager. KPFF provided civil and structural engineering services for the construction of a new 24 acres Sports Park for the City of Brea. The Sports Park has four main athletic fields, a practice field, batting cages, toddler play area, associated walks, bleachers, restroom/concession building, and storage facilities. The new improvements were designed and coordinated with the active oil well compound to the east of the new Park and also the satellite oil wells within the park.

#### Helen Keller County Park | Los Angeles, CA

Principal-In-Charge. KPFF provided civil and structural engineering services for the remodel of the existing 6.6 acres Helen Keller County Park. The remodel included removing the existing community building and replacing it with a new 4,000-sf building, new walkways throughout the park, reconfiguring the existing south parking lot, a new surface parking lot west of the new community building with a new driveway entrance from Vermont Avenue, and two new playground areas. The project included implementation of Los Angeles County Low Impact Development (LID). The park was constructed on a Federal landfill site which was not properly capped when the park was initially constructed. The scope of the new project included identifying the boundaries of the landfill site within the park boundaries and installation of a proper "cap" meeting all current environmental regulations.

BrightView Design Group
Begumont Sports Park





# kpff

#### **Education**

B.S., Civil Engineering, University of California, Los Angeles

#### Registration

Civil Engineer: CA #C73252 Certified QSD/QSP #20166 Certified LEED AP As a Project Manager with KPFF, Mr. Kai is responsible for supervising the activities of civil engineering personnel. Mr. Kai is responsible for client contact, establishment of fees and schedules, project design and production, overall project coordination and construction administration. Mr. Kai has been with KPFF for over 7 years and has over 20 years of experience in civil engineering. Mr. Kai has been involved in the design of several major projects, many of which have involved critical facilities that require sophisticated engineering design, and considerable client/user coordination and communications.

# Deleo Regional Sports Park | Corona, CA

Project Manager. KPFF is providing civil engineering services for the construction of a new 3.5-acre sports park in the City of Corona. The existing landscape of the sports park is to be demolished. A new pickleball court, six new workout stations along an existing pathway encompassing the whole park, a new bike track, and a new landscape area with a walkway path will be introduced. The proposed improvements are currently in design and will incorporate new utilities to make water runoff more efficient in this landscape dominant area.

# SDUSD - Linda Vista, Encanto, Marvin Elementary Schools - Joint Field Use | San Diego, CA

Project Manager. KPFF provided civil engineering services for three elementary schools within the San Diego Unified School District - Linda Vista, Encanto, and Marvin. Each of these projects consisted of the development of a joint-use field (JUF), which would be used for each respective school's use during school hours but could be utilized by the general public when school was not in session. Each respective project included providing grading for the new field and ADA accessibility, demolition and paving needs to tie the proposed site improvements into the existing campus, as well as fire life safety, all of which were reviewed by the Division of State Architect (DSA). The Encanto and Marvin projects also included various off-site improvement work that were reviewed and approved by the City of San Diego.

# Yorba Linda Public Library and Arts and Community Center | Yorba Linda, CA

Project Manager. KPFF provided civil and structural engineering services for the Yorba Linda Public Library, Arts and Community Center. The project cost was \$28M consisting of a 50,000-SF two story library, 15,000-SF one story community center, and a 32,000-SF parking lot with 97 stalls.

BrightView Design Group
Beaumont Sports Park



# **RESUME**



#### **EDUCATION**

- » MS, Geotechnical Engineering, University of Texas at Arlington, Arlington, TX
- » BS, Civil Engineering, Shahid Rajaee University, Tehran, Iran
- » Associate, Concrete Structures, University of Science and Culture, Tehran, Iran

## REGISTRATIONS/ CERTIFICATIONS

- » State of California Professional Engineer #88640
- » 40-Hour HAZWOPER and 8-Hour Refresher
- » OSHA 30-Hour Construction

#### **ASSOCIATIONS**

- » American Society of Civil Engineers (ASCE)
- » American Council of Engineering Companies (ACEC)

## **PUBLICATIONS**

- » Sustainability Assessment of Recycled Asphalt Mixtures Based on Performance in Full-Scale Testing, ASCE Journal of Transportation Engineering, Part B: Pavements, In Press
- The Estimation of Elastic Moduli of Flexible Pavement Layers from the Deflections Measured by the Light Weight Deflectometer, Proceedings of the 95th Annual Meeting of TRB, National Academy, Washington DC, 2016

# NICKEY AKBARIYEH, PE PROJECT ENGINEER

#### **BACKGROUND**

Nickey has 13 years of experience providing geotechnical engineering and construction materials testing and special inspection services. Her duties include report/proposal preparation, project management, budget monitoring, supervising geotechnical field investigations and laboratory testing, and performing engineering analyses. She has performed peer reviews for design reports and geotechnical investigations and has mentored junior technical staff in the office and field. She has provided oversight of projects with the City of Los Angeles Department of Building and Safety, Los Angeles, County, Caltrans and DSA requirements as well as other regulations including the Greenbook Specifications for Public Works Construction standards, the California Building Code, and ASCE 7-16. She has performed laboratory testing on soil and pavement materials and construction inspection for deep foundations, pile load testing, and shoring systems. She is familiar with all types of computer software for geotechnical engineering, including SLIDE, Allpile, L-Pile, APile, Shaft, Cliq, LiqSVs, CPeT-IT, and Bluebeam.

#### PROJECT EXPERIENCE

City of Irvine Great Park Synthetic Turf Rehabilitation, Irvine, CA: Project Manager during a geotechnical investigation for this project which would consist of the conversion of Soccer Fields #4 and #7 and the Baseball Stadium from natural turf to synthetic turf as well as the replacement of existing synthetic turf and drainage improvements for Soccer Fields #5 and #6. Natural turf areas between and south of Soccer Fields #4 through #7 will be removed and replaced with stabilized decomposed granite.

City of Irvine Regional Park Bike Rental Expansion, Irvine, CA: Project Engineer during a geotechnical investigation for expansion of the bike rental facility including new concrete slab-on-grade, corrugated metal roof supported by drilled piers, and a new retaining wall. Nickey assisted in preparing the response to review comments and plan review.

City of Fullerton Hillcrest Park Duck Pond Renovation, Fullerton, CA: Project Engineer during a geotechnical investigation for the \$1.2 million renovation project including partial removal and reconstruction of the existing Brea Creek Channel concrete basin. Other improvements will include new drought tolerant landscape and irrigation, seating areas, walkways, fencing, lighting, and widening the sidewalk along Brea Boulevard. Nickey performed the field investigation, field percolation test, and analysis and assisted in preparation of the geotechnical report.

California State University Fullerton Baseball Field Expansion, Fullerton, CA: Assistant Project Manager during a geotechnical investigation, construction observation and testing, special inspection, and materials testing for a \$15 million project which included a two-story facility with an expanded locker room, more coaching offices, a video room, training room, conference rooms, and a ticket office.

**Coral Sea Cove Basketball Court, Port Hueneme, CA:** Project Engineer during a geotechnical investigation for the demolition and reconstruction of an existing basketball court and pavements at the park.

# GARRY COLLINS PRINCIPAL | ARROYO IRRIGATION

Mr. Collins has a Bachelor of Science in Landscape Irrigation Science from California State Polytechnic University, Pomona. He is an award-winning Professional Irrigation Consultant (PIC) with The American Society of Irrigation Consultants (ASIC). He is a Certified Landscape Irrigation Auditor (CLIA) with the Irrigation Association (IA) and is a Certified Backflow Tester for Orange County. Garry has extensive experience in irrigation consulting, water management, and construction management. Mr. Collins has been in the landscape industry for 21 years.

# ALAN MOSS PROJECT MANAGER | ARROYO IRRIGATION

Mr. Moss has a Bachelor of Science in Plant Science and a Master's of Science in Agriculture, Irrigation Science option from California State Polytechnic University, Pomona. Alan has extensive experience in irrigation consulting, water management, and horticulture. Mr. Moss has been in the landscape industry for 15 years.

# Project: Whittier Narrow Recreation Area – Area A - South El Monte, CA

- Client: Los Angeles County
- Date: January 2019 July 2022
- Whitter Narrows Area A is a 171-acre sports park in Los Angeles County. The park includes (7) ball fields, (10) muti-purpose fields, RC airport, gun range and BMX track. Arroyo provided master planning of the irrigation retrofit project for the park as well as irrigation construction documents. The project goals were to renovate the irrigation system to meet the desired water window and conform to recycled water requirements.
- Arroyo Irrigation Staff: Garry Collins and Alan Moss
- County Staff: Jorge Gutierrez, RLA
- Project Manager Capital Projects Group
- County of Los Angeles Department of Parks and Recreation
- M: 626-429-1502 O: 626-588-5325



## **NOTABLE PROJECTS**

#### **COMMUNITIES**

Esencia | Rancho Mission Viejo, California Sendero | Rancho Mission Viejo, California Ladera Ranch | Ladera Ranch, California The Blackstone Community | Brea, California La Floresta Community | Brea, California

#### **PARKS**

Esencia Sports Park | Rancho Mission Viejo, California Sendero Field | Rancho Mission Viejo, California Encinitas Community Park | Encinitas, California Lake Balboa Park | Los Angeles, California Whittier Narrow Recreation Area | South El Monte, California

Wildcatters Community Park | Brea, California

#### COMMERCIAL

Sendero Market Place | Rancho Mission Viejo, California Coachella Valley Water District HQ | Palm Desert, California Moulton Niguel Water District HQ | Aliso Viejo, California City of Brea Fire Station | Brea, California City of San Juan Library | San Juan Capistrano, California

#### Project: Rancho Vista Park

- Client: City of Palmdale
- Date: November 2019 June 2022
- Rancho Vista Park is a 4-acre community park in the City of Palmdale. The park includes a large turf area, playground and large shrub beds. Arroyo provided irrigation construction documents for the new community park. The project goals were to meet city irrigation design standards and water window while incorporating the irrigation control system into the city's current central control system.
- Arroyo Irrigation Staff: Garry Collins and Alan Moss
- · City Staff: Ulises Gonzalez, AIA
- Public Works Project Manager
- M: (661) 267-5241



# WILLIAM H. THORPE, S.E. MANAGING PRINCIPAL | KPFF STRUCTURAL

As a Managing Principal with the Irvine office, Mr. Thorpe is responsible for client contact, establishment of fees and schedules, supervision of engineering and drafting personnel, project design and production, overall project coordination and construction administration. Mr. Thorpe has 35 years of experience as a structural engineer and has been with KPFF for 23 years.

Mr. Thorpe has had experience with essential facilities project that require significant coordination with client, users and other disciplines as well as sophisticated analysis and design. He has been involved in complex structural rehabilitation projects and new construction projects that require cost effective systems to respond to limited budgets.

#### **PROJECTS**

DSA PC Package for Game Shade and Cantilevered Dug-Outs Economy Version | Various Locations, CA
Cameron Park - Community Center | West Covina, CA
Ernest Deb Park - Netting Design | Bell, CA
Beacon Park - Buildings | Irvine, CA
Great Park Sports Complex | Irvine, CA
Hall Park - Netting Pole and Foundations | Dixon, CA
Confluence Recreation Park | Santa Clarita, CA
Bosque Trails Park | Irvine, CA
Brea Sports Park | Brea, CA
Brookhurst Park - Community Center | Anaheim, CA
Valencia Precipice Public Park | Santa Clarita, CA
District One West Park - Landscape Structural | Irvine, CA
Solis Park | Irvine, CA



#### **EDUCATION**

Texas Tech University, Lubbock (1985)
 BS Civil Engineering

#### **REGISTRATION**

- + Structural Engineer UT (11972965-2203)
- + Professional Engineer California (44980) Colorado(0055741) MN (55097) New Mexico (26580) OR (94653) Texas (139488) WA (55076) WI (47030-6)

#### **PROFESSIONAL AFFILIATION**

- + Structural Engineers Association of California
- + American Society of Civil Engineers
- + American Institute steel | Construction



# RACHEL GOOSSENS, PE PROJECT MANAGER | KPFF STRUCTURAL

As a Project Manager with the Irvine office of KPFF, Ms. Goossens is responsible for project design and production, supervision of drafting personnel, overall project coordination and construction admisnistration, and leading BIM efforts using Revit Structure and Navisworks software. Ms. Goossens has 9 years of experience as a structural engineer.



#### **PROJECTS**

Beacon park | Irvine, California

Orange County Great Park Playground | Irvine, California

**Solis Park** | Irvine, California **Novel Park** | Irvine, California

District five-Rise Park | Irvine, California

District five-Park 1 | Irvine, California

Civic Park | Valencia, California

Confluence Park | Valencia, California

East Link | Valencia, California

Valencia Precipice Public Park | Santa Clarita, California Valencia Westlink Arroyo Park | Santa Clarita, California

Valencia Mission Viilage Dog Park | Santa Clarita, California

Valencia Palisade | Santa Clarita, California

Temporary Welcome Center | Santa Clarita, California

#### **EDUCATION**

- + University of California, Irvine
  - BS Civil Engineering
- + California Polytechnic State University San luis Obispo
  - M. S Structural Engineering

#### **REGISTRATION**

+ Professional Engineer CA (84053)

#### **PROFESSIONAL AFFILIATION**

- + Structural Engineers Association of California
- + American Society of Civil Engineers



# GALINA NITAEVA PROJECT DRAFTER | KPFF STRUCTURAL

As a Project Drafter with the Irvine office of KPFF, Ms. Nitaeva is responsible for coordinating with other drafters and engineers and assists to implement the drawings with other disciplines. Ms. Nitaeva has 18 years of experience as a project drafter.



## **PROJECTS**

Beacon Park I Irvine, CA Great Park Sports Complex | Irvine, CA Confluence Recreation Park | Valencia, CA Bosque Trail Park I Irvine, CA Solis Park I Irvine, CA Rise Park I Irvine, CA District Five - Park 1 | Irvine, CA Pools Park I Irvine, CA Yvonne Burke & John D. Ham Park | Lynwood, CA Upper Bee Trail Park I Irvine, CA The Yards Neighborhood Park I Irvine, CA Birdsong Park - DD Services | Irvine, CA Birdsong Artwalk I Irvine, CA West Park Building & Landscape Structural | Irvine, CA Orange County Great Park - New Playground | Irvine, CA OCPW - Carbon Canyon Park Amphitheater Remodel | Brea, CA

## **EDUCATION**

- + Moscow Engineering & Construction Institute
  - BS Civil Engineering
- + Orange Coast College
  - A.S Interior Design





## Principal:

Brian Overley, PE

#### Education:

Graduated from San Diego State University - San Diego, California (SDSU) with his BS in Electrical Engineering in 2007 (Dean's List).

#### Career:

interned at LDB and Associates Inc. (an electrical engineering consulting company) in the summer of 1997 part time and came full time after graduating from high school in 2000.

While attending SDSU he worked part time at LDB Inc.

After his graduation from 5050 he became a project manager and design engineer at LDB inc. where he was able to run his own projects.

Mr. Overley became a PE in 2013.

He worked at LDB inc. until January of 2014 where he left to open his own consulting company Candela Engineering Inc. with his business partner Don DiDomizio.

## Principal:

Don DiDomizio

Education:

Graduated from the University of Southern California - Los Angeles, CA (USC) with his BS in Electrical. Engineering in 1999.

#### Career:

interned at LDB inc. for the summers of '96, '97 and '98 while going to USC and became full time in the summer of 1999 after graduation.

Mr. DiDomizio has been a project manager and design engineer since 2001. He left LDB inc. in January of 2014 to open Candela Engineering with Mr. Overley

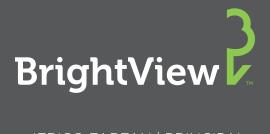
# Park Lighting Projects:

County of San Diego – Meadowood Park (5/2022)
Santa Paula – Harvest at Luminaria Sports Park (7/2021)
Menifee - Underwood Sports Park (11/2020)

DENVER 1645 Grant Street Denver, Colorado 8020 303.825.2010

ORANGE COUNTY 8 Hughes, Suite 150 Irvine, California 92618 949.238.4900

www.naturallygreatdesign.com



JERICO FARFAN | PRINCIPAL 949.514.7906 | Jerico.Farfan@BrightView.com

# RFP FOR LANDSCAPE ARCHITECTURAL SERVICES FOR SPORTS PARK FIELD LIGHTING & EXPANSION PROJECT

RFP NO. CS 23-10 550 E 6TH STREET, BEAUMONT, CA 92223

# **FEE PROPOSAL**

PREPARED FOR THE CITY OF BEAUMONT APRIL 14, 2023

This proposal is submitted in response to Request for Proposals by The City of Beaumont



JERICO FARFAN | PRINCIPAL 949.514.7906 | Jerico.Farfan@BrightView.com

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# SCHEDULE 1 BASIS OF PROPOSAL

BrightView Design Group (BVDG) will provide landscape architectural design services for the **Beaumont Sports park** located in Beaumont, California. This proposal is in response to the Request for Proposal issued by the City of Beaumont, RFP No. RFP CS 23-10

Based on the Scope of Work exhibit, BVDG will be providing design, and construction documentation services to allow for the competitive bid, award and installation of the park improvements. BVDG will procure the sub-consultant team and provide direction for all sub consultants as outlined within the main proposal. BVDG will coordinate with the entire project team, provide project management, and assemble the comprehensive team package for each of the required submittals.

- **Site Irrigation Coordination:** BVDG will coordinate the procurement of site irrigation services. BVDG will prepare a scope of services and will coordinate the hiring of the consultant. All site irrigation services will be provided Arroyo Irrigation.
- Site Civil Engineering Coordination: BVDG will coordinate the procurement of site civil engineering services. BVDG will prepare a scope of services and will coordinate the hiring of the consultant. All site civil engineering services will be provided by KPFF Civil Engineers.
- Site Structural Engineering Coordination: BVDG will coordinate the procurement
  of site and architectural structural engineering services for the project. BVDG
  will prepare a scope of services and will coordinate the hiring of the consultant.
  All site and architectural structural engineering services will be provided by KPFF
  Structural Engineers.
- Sports Field Lighting Electrical Engineering Coordination: BVDG will coordinate
  the procurement of electrical engineering for the sports field lighting. BVDG will
  prepare a scope of services and will coordinate the hiring of the consultant. All
  services will be provided by Candela Engineering.
- **Geotechnical Engineering Coordination:** BVDG will coordinate the procurement of geotechnical engineering services for the sports field lighting and field related needs. BVDG will prepare a scope of services and will coordinate the hiring of the consultant. All geotechnical engineering services will be provided by Nova Services, Inc.

# SCHEDULE 2 SCOPE OF SERVICE

Thoughtful design decisions, process efficiency, and a clear understanding 'true' construction realities are critical to support the best outcomes. At BrightView, we function as Design + Build + Maintenance experts under one umbrella with a depth of resources and knowledge unparalleled in the industry. The bid opening should not be a surprise, but a confirmation of a design process well executed and well informed. This proactive approach minimizes budget surprises and unwanted change orders resulting in projects that consistently reflect the highest standards. We have proposed a project team inclusive of sub-consultant team members with extensive work experience with each other allowing us to quickly hit our stride. We pride ourselves in keeping our teams consistent throughout the design effort to maintain continuity at all project phases. To better understand all the services that will be required we provide the following breakdown of each of the phases as delineated in the RFP.

# Task 1 - Kick-off/Progress Meetings

Upon award / execution of the contract, we will schedule a kick-off meeting. The kick-off meeting will provide an opportunity to review the project scope and design standards, while weekly meetings will allow for ongoing project discussions, updates and action items. We will assemble the agenda prior to each meeting and distribute meeting minutes to the City and to the sub-consultant team. It is assumed meetings will be held virtually with one in-person meeting per month at the discretion of the City of Beaumont. Sub-consultant team will be invited to the meetings on an 'as-needed basis'. Based on the award date noted on the RFP we have assumed a project start date of **June, 2023** and a kick-off meeting held thereafter for the sake of confirming our project schedule. We assumed the need for meetings to be once per week for the duration of the preliminary schedule.

Deliverables: Meeting Agendas & Minutes

# Task 2 - Initial Services, Field Review and Survey.

After the kick-off meeting, we will meet internally with our sub-consultant team and organize a field review and mobilize the geotechnical, civil engineering and survey team. After completion of the field review we will issue a full report to the City of Beaumont outlining our findings related to the existing project site and the proposed design. The report will summarize our initial assessment of the site while providing our professional opinion on the initial impacts of our findings and the plan of action moving forward.

The Geotechnical Engineered team lead by Nova. The Nova team will start premobilization activities such as full background review of any existing information along with review of their own site reconnaissance and will coordinate with the City any access and scheduling of their field work. Nova will conduct a subsurface investigation. At the completion of the subsurface exploration, soils recovered from the borings will be returned to Nova's geotechnical laboratory for further review and testing. A series of testing will be done to evaluate the existing soils and findings will be utilized in evaluations related to the Geotechnical-related design needs of the park. The geotechnical findings will be summarized in separate, stand-alone report signed by a licensed Geotechnical Engineer and Certified Geologist. Each report will

provide geotechnical recommendations as well as a record of all work. All reports will be submitted in electronic format to be shared with the City of Beaumont and the consultant team.

The geotechnical engineering report will provide engineering guidance for construction of structural elements/footings of the sports field lighting, the report shall provide the following information:

- Soil design parameters for support of a cantilever light pole supported by a pier foundation. If applicable, the pier embedment will be determined in accordance with the pole non-constrained embedment formula of the currently adopted Building Code.
- - Pier Foundation Information
  - Soil description and classification
  - Allowable vertical bearing and/or skin friction
  - Allowable lateral bearing value in psf/ft (at level and sloping conditions asapplicable) for isolated poles not adversely affected by a 0.5 inch motion motion at the ground surface due to short term lateral loadings. Indicate allowable lateral bearing pressure for embedment depths 12 feet and greater.
  - Effective width for lateral bearing (passive arching if applicable).
  - -Additional design criteria for sloping conditions, adjacent structures liquefaction, etc., as required
  - Ground water elevation.
  - Concrete durability requirements.
  - Additional relevant information affecting foundation design, construction and installation.
  - Boring Location Map and Boring logs.
- Seismic Design Parameters per the currently adopted Building Code.

Our Civil Engineering consultant, KPFF, will be retaining the services of a land surveyor to provide topographic and boundary survey of the project areas shown on the RFP. The survey will use a combination of aerial photogrammetric and ground survey to identify right-of-way- limits, utilities, and physical street features. It is understood that existing records and surveys are available, and they will be provided to be verified in the field.

In addition to field review and survey, we will research and review all existing records provided by the City, review existing data and any other documents relevant to the limits and scope of the project. We will also start the coordinating with responsible agencies and utility companies to identify design limitations and parameters to be considered in preparation for plan submittals, reviews and approvals.

- Deliverables:
  - Topographic Survey File in AutoCAD to the City for their records. (This information will also be shared with our consultant team for their use in preparing their required submittals/reports)
  - Site Photos
  - Field Notes/Assessment Report
  - Existing Records/Research assessment report
  - Geotechnical Report

#### Task 3 - Construction Documents

After receipt of the topographic information and after meeting with the City of Beaumont, we will kick off the 30% construction drawings phase along with our subconsultant team. In order to deliver a project within the proposed budget, we will confirm final design layout with the City's team. The end goal is to produce a design that is appropriately planned for the proposed improvements, the City of Beaumont and the end users. Should there be any discrepancies or deficiencies we will coordinate with the City early in the design process.

In order to be prepared for start of construction, we will plan to minimize the impact to the end users while improvements are being constructed. Any potential impact to existing utilities during construction and post-construction utility requirements and/or modifications will be noted early on during this phase.

During the 30% construction drawing phase, we will continue to analyze and verify available As-built information and take into consideration environmental factors documented during the previous tasks. Our Pre-Development team will review and provide current opinion of probable landscape cost to confirm design and budget are in alignment.

- Deliverables:
  - 30% Constructon Documents
  - 30% Engineer's Estimate

Once we receive confirmation from the City of Beaumont regarding the previous task and confirm the design is in alignment with the proposed budget, we will proceed with completion of construction document level in order to allow for the competitive bid, award and installation of the proposed improvements. As mentioned in the previous tasks, we will continue to monitor the budget to avoid surprises prior to start of construction. Our full consultant team will be working together to produce a comprehensive package(s) for submittal to the respective agencies with jurisdiction over the project site. A detailed breakdown of the packages from the different consultants can be provided during the weekly meetings to help the City of Beaumont understand the plan submittal deliverables and process for submitting the different submittal packages. We have built a strong team that has worked together on several projects and can adjust our work force to expedite submittals should there be a need to do so.

Existing infrastructure is vital to the continued success of the park. We will coordinate closely with our Civil Engineer and work directly with all utility companies that have improvements within the project boundary. We will coordinate any relocation needs with the utility companies while keeping the city informed while maintain the end goal to deliver a project on time without delays. Grading and drainage plans will include rehabilitation of the existing park interface, and removal of existing turf with replacement of synthetic turf.

Landscaping plans, will include retrofit/rehabilitation of existing turf and removal/installation of new synthetic turf, new irrigation system required for cooling/cleaning of synthetic turf.

Electrical engineering plans for new sports field lighting system (per Musco drawings)

for existing baseball fields and two new synthetic turf football fields will evaluate existing electrical and lighting system and include modifications / upgrades as necessary to deliver a fully functional electrical system for all sports field lighting; will design new power circuits to new sports field light poles; will design location for the Musco Control and Monitoring Cabinet and all other necessary improvements

Technical Specifications / Bid Documents - prepare all required technical specifications and itemized bid schedule for bid documents\ Construction Estimate - prepare itemized bid item quantities and estimates

#### Deliverables:

- Plans, Estimate, and Specifications at 90%
- Plans, Estimate, and Specifications at 100%
- Bid Package for Advertisement

## Deliverables shall include:

- Civil Engineering
  - Site Demolition
  - Erosion and Sediment Control Plans
  - Utility plans for 'wet' utilities
  - Precise Grading and Drainage plans
  - Civil Construction Details
  - Technical Specifications
- Electrical Engineering
  - New Electrical Service / Single Line Diagram for Field Lighting
  - Switchgear Specification / Panel Schedules
  - Electrical Details
  - Technical Specifications
- Landscape Plans
  - Construction Layout
  - Construction Details
  - Planting Plans (retrofit of existing turf)
  - Irrigation Plans (Field Cooling System, irrigation retrofit)
  - Technical Specifications
- Structural Engineering
  - Structural Details (Musco field lights excluded, Musco provides structural details and engineering for field lights)

# Task 4 - Secure Permits/Approvals

During his phase, we will work together with our Civil Engineer, KPFF, to incorporate the implementation of the local storm water mitigation measures (WQMP/LID) applicable to the project early in the project development phase. Water quality measures to be implemented for the project will be based on the agency's interpretation of the local design guidelines and the approval of the water quality measures designed by KPFF.

For projects with a total site disturbed area of one (1) acre or more will require compliance with the National Pollutant Discharge Elimination System (NPDES) general permit for storm water discharges associated with construction and land disturbance activities. The scope of work defined in the General Permit for a Qualified SWPPP Developer (QSD) is within the scope of this proposal. We assume that a Qualified SWPPP Practitioner (QSP) will be retained by the contractor or the owner. KPFF has certified and qualified engineers to provide QSP services:

The scope of QSD work included is as follows:

- a)Prepare Permit Registration Documents (PRDs):
  - •Filling Notice of Intent (NOI).
  - •Risk Level Assessment.
  - •Site Map.
  - Erosion Control Plan(s).
  - •Storm Water Pollution Prevention Plan (SWPPP).
  - •Determining the Annual Fee.
- b)Post-Construction Requirements (WQMP).
- c)Amendment to the SWPPP if determined by the QSD to be warranted.
- d)Filling the Notice of Termination (NOT).
- Deliverables:
  - SWPPP(QSD) Services
  - WQMP/LID (currently not needed / not in scope, if design changes require WQMP, it will require additional fee)
  - Additional Applicable Permits from Building and Safety / Planning / Public Works

## Task 5 - Bid/Award Services

During this phase of the project and after approval of the construction documents, we will assist the City of Beaumont and the General Contractor in the process of bidding the Construction Documents. We will attend the Pre-Bid Meeting and respond to Requests for Information (RFI's) during the bidding within five (5) working days of receiving the RFI log provided by the City. Any written addendums and design changes on the plans will be distributed in a timely manner to the bidding team to allow for a competitive bidding process. At the conclusion of the bidding phase, we will work closely with the City to review and analyze all bids to identify the most suitable bidder.

## Task 6 - Construction Services

We will attend Pre-Bid Meeting and coordinate and attend a pre-construction conference; prepare meeting minutes, and address Contractor questions and concerns. Our team will be hands on during the construction phase to continue to assist the City by responding to Construction Phase RFI's, review shop drawings and any other construction related design matters to avoid disruption in the work schedule. With many years of experience having work on similar size projects we understand that no project is perfect and unexpected construction related issues might arise during construction. Our construction team can help address complex problems and provide field solutions in a timely manner and within reasonable cost.

BVDG will perform the below tasks as part of the construction phase:

- Attend Pre-Bid Meeting
- Pre-Construction coordinate and attend pre-construction conference; prepare meeting minutes, address Contractor questions and concerns
- Shop Drawings review shop drawings submitted by the Contractor for conformance with final plans
- Project Meetings coordinate meetings with City staff, Contractor, and other agencies as required on a regular basis to update the status of the project
- Construction Monitoring provide inspections to ensure the project is being constructed in compliance with project specifications and to the City's satisfaction
- Final Inspection recommend and schedule, with the City and applicable agencies, a final inspection of the project
- As-Built Drawings prepare as-built drawings based on red-lined plans of field conditions provided by the City's construction Contractor

As described above, this phase of work will be per the direction of the City and our fees reflect an estimated amount. Should there be a need for additional support, we will request written approval for any additional time beyond the estimated fees.

# SCHEDULE 3 PROPOSAL ASSUMPTIONS

This proposal is based upon the following information:

- A. APPROVALS Verbal requests by the City to commence the next phase of work shall constitute approval of the previous phase of work.
- B. REVISIONS BVDG will incorporate one (1) set of minor revisions to its work during all phases, however, major revisions caused by situations beyond BVDG's direct control may be deemed an additional service. These revisions deemed "additional services" would be discussed with Client prior to performing the work.
- C. SEGMENTED PHASING This project is assumed to be designed and constructed in one contiguous phase, i.e., no multi-phasing. This assumption also assumes that construction observation will be performed in one contiguous time frame.

# **CIVIL (KPFF) ENGINEER ASSUMPTIONS**

- A. The site plan will be developed by Brightview and provided to KPFF in AutoCAD format.
- B. The 10-foot sidewalk is the only impervious pavement that will be added as a part of this project. The total square footage of the impervious pavement is less than 5,000 square feet; therefore, it is not anticipated that storm water mitigation measures will be needed. If design scope changes and the impervious pavement increases to trigger WQMP, WQMP services may be added as an additional scope.
- C. A Geotechnical report with the following recommendations to be provided to KPFF at the start of the design phase of the project:

Soil percolation test for stormwater infiltration. This information is required prior to the start of the design phase of the project. Geotechnical engineer shall coordinate with KPFF on the proposed test location(s) and depth.

Grading / Earthwork.

Paving recommendations for concrete paving subject to pedestrian loading.

- D. It is assumed that the project is not multiphase. One set of construction documents will be prepared for permit and construction for the project.
- E. Storm Drain connection permits required from agencies other than the City of Beaumont, such as from the Riverside County Flood Control District, are not included in the scope of this proposal. Requirements for storm drain connections and/or storm water retention will be evaluated early in the project design and an additional service request will be prepared, if necessary, at that time.
- F. Structural design of site structures such as retaining wall, trash enclosure, light, flag and fence post foundation, planter wall, monument sign, seat wall and other miscellaneous site structures shall be designed by the project structural engineer.
- G. The horizontal and vertical location and size of existing on-site utilities will be determined from available record drawings made available to KPFF. If additional

information is determined to be required during the design stage, we recommend that a separate company specializing in locating underground utilities and surveying be retained. The scope of this proposal does not include electronic or pothole utility investigation or survey.

- H. The design of electrical service laterals and the distribution network will be prepared by the MEP. KPFF will assist in the horizontal and vertical alignments only.
- I. The park will disturb more than one (1) acre so will require a SWPPP report and QSD services. See SWPPP (QSD) Services section below.
- J. If haul route approval is required as part of this project, KPFF will provide only supplemental information and earthwork calculations. It is assumed the filing and processing of all documentation associated with the haul route approval will be performed by others.
- K. Project Conditions of Approval will be provided by the City of Beaumont, if available.
- L. It is assumed that this is a traditional project delivery consisting of paper or electronic 2D contract documents and specifications. This delivery includes the 2D contract document files in PDF or ACAD format and the specifications in either Microsoft Word or PDF format.
- M. Any scope of work not explicitly listed in this proposal will be considered additional services.

## **GEOTECHNICAL (NOVA) ENGINEER ASSUMPTIONS**

- A. Site Access NOVA's proposal is based on the understanding that access to the site will be provided by the City and/or City representative to perform the subsurface exploration during standard work hours. Delays in access coordination, weekend, or overtime work may accrue additional costs.
- B. Borings and Spoils NOVA assumes that soil cuttings generated during the subsurface exploration will not be affected by hazardous and/or regulated substances; that there will be no need to conduct special testing to containerize the soils for disposal at a regulated facility (i.e., soils may be placed back in the hand augered hole). Any such requirements for special soil characterization and disposal will be billed on a time and expense basis.
- C. Environmental The work proposed herein will not address any of the numerous other considerations often associated with assessments of real property, including:
  - •the presence or absence of hazardous or toxic materials in the soil, soil gas, groundwater, or surface water within or beyond the subject property;
  - •cultural/archaeologic/historic resources; and
  - •biological/habitat resources.
- D. ScheduleNOVA will begin its work as soon as written notice-to-proceed (NTP) is received. Fieldwork is anticipated to be completed within two weeks of NTP.

Laboratory testing can be completed within two weeks of completing the fieldwork. The report can be completed within two weeks of completing the laboratory testing. It is expected that the Task 5 reporting can be provided about six weeks following NTP.

NOVA will need to be notified prior to the start of construction in order to provide a proposal for construction observation services. Observation and testing services provided by NOVA (the Geotechnical Engineer-of-Record) are required by the local building agency during construction and the CBC 2019/2022. It is recommended that a pre-construction meeting at the site be held prior to the start of construction to prevent delays and inefficiency during construction.



# SCHEDULE 4 PROPOSAL EXCLUSIONS

- A. ADDITIONAL MEETINGS Meetings in excess of those indicated.
- B. ARBORIST/HORTICULTURIST Services of and coordination with a qualified arborist and/or horticulturist for tree survey and other related plant-related matters as approved by Client.
- C. CONFORMANCE TO THE LEED™ GREEN BUILDING RATING SYSTEM Efforts required to comply with the LeedTM Rating System.
- D. CONTRACT GROWING EFFORTS Provisions for the use of contract growing of plant material through nursery coordination and specifications.
- E. FURNITURE, FIXTURES AND EQUIPMENT PLANNING Efforts related to planning, design, engineering and inventory of FF&E items including furnishings.
- F. GRAPHIC EXHIBITS Graphic exhibits required beyond those indicated.
- G. ILLUSTRATIONS/RENDERINGS Professional renderings prepared by vendor as requested and approved by the City. Cost to include BVDG vendor cost and BVDG's labor for computer modeling and coordination plus administration charge.
- H. LANDSCAPE MAINTENANCE GUIDELINES The provision of landscape maintenance guidelines for the portion of work described in BVDG's construction documents.
- I. PHASED OR SEGMENTED WORK Services requested in a phased or segregated bid basis. BVDG assumes that this project will be designed and construction documents prepared in one contiguous effort.
- J. PLANT SELECTION AND TAGGING Review of plant material outside the Southern California area.
- K. PUBLIC AGENCY PERMITS, BONDS AND FEES Payment for public agency permits, bonds and related fees.
- L. FIBER OPTICS Fiber Optic specification is assumed to be per the City. BVDG will coordinate conduit for the extension of the Fiber Optic line.
- M. SIGNAGE Signage design and construction documents are assumed to be provided by others. BVDG will, however, provide coordination with the signage designer, as required.

# **IRRIGATION (ARROYO) EXCLUSIONS**

- N. Irrigation Controller charts
- O. Non-domestic water sources such as grey water systems and water harvesting
- P. Non-domestic water use exhibits or additional exhibits not specifically stated in scope of work

Q. Scope exceeding (1) POC

- R. Irrigation booster pumps over 5hp
- S. Conformance to the Leed™ green building rating system
- T. Revit or other deliverables beyond PDF or AutoCAD

U.

# **ELECTRICAL ENGINEERING (CANDELA) EXCLUSIONS**

- V. Low voltage cabling or systems design or engineering (i.e. phone, CATV, fire alarm, CCTV, etc)
- W. Electrical utility and infrastructure design (commonly known as "dry utility design")
- X. Plan check and building permit fees and processing.

Y.

- Z. Reproduction or printing costs.
- AA. Street lighting design for the surrounding streets.
- AB. Building structures lighting or power design.
- AC. Site lighting design for the parking areas, walkways, or other hardscape areas.
- AD. Pole Light Footing design (footing design to be provided by Musco)

# SCHEDULE 5 RATE SCHEDULE

Please refer to the following hourly rates for the Consultant team. Rates are effective for the duration of the contract:

#### **BRIGHTVIEW DESIGN GROUP**

Executive Director/Vice President	\$225.00/hour
Director	\$220.00
Managing Principal	\$215.00
Principal	\$210.00
Associate Principal	\$185.00
Associate Lead	\$170.00
Associate	\$160.00
Senior Design Manager	\$145.00
Senior Designer	\$135.00
Project Designer	\$120.00
Designer	\$105.00
Administrative/Clerical	\$85.00

#### **SUB-CONSULTANTS**

# A. Arroyo Irrigation (Site Irrigation Design)

Principal	\$150.00/hour
Project Manager	\$130.00
Irrigation Designer	\$105.00
Clerical	\$75.00

### **B. KPFF (Civil Engineering)**

\$290.00/hour
\$235.00
\$215.00
\$180.00
\$165.00
\$190.00
\$165.00
\$110.00

# c. KPFF (Structural Engineering)

Principal-in-charge	\$290.00/hour
Senior Project Manager	\$235.00
Project Manager	\$215.00
Project Engineer	\$180.00
Design Engineer	\$165.00
Lead Modeler	\$190.00
Modeler	\$165.00
Administrative Support	\$110.00

# D. CANDELA Engineering (Site Lighting Design and Electrical Engineering)

Principal	\$195.00/hour
Professional Engineer	\$195.00
Designer	\$150.00
Drafter	\$95.00

#### E.

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NOVA SERVICES, INC. (Geotechnical Engineering)	
Professional Staff Principal Geotechnical Engineer Principal Engineer / Geologist Senior Engineer / Geologist Project Engineer / Geologist Staff Engineer / Geologist	\$250.00/hour \$200.00 \$180.00 \$160.00 \$140.00
Technical Staff	
Special Inspector: Concrete, Steel, Masonry,Post-Tension Concrete, Fireproofing, Batch Plant	\$132.00
Firestopping / Fire Caulking Inspector	\$140.00
ACI Concrete Technician	\$130.00
Non-Destructive Testing: Ultrasonic, Magnetic Particle,	\$140.00
Geotechnical Supervisor	\$140.00
Soils Technician	\$132.00
Lab Technician, services outside normal bus hours	\$85.00
Equipment and Expenses	
Coring Two Man Crew	\$375.00
Nuclear Gauge	\$40.00/day
Pachometer - Reinforcing Steel Skidmore / Wilhelm	\$55.00/day \$200/day
Schmidt Hammer	\$50.00/day
Floor Flatness	\$1,595.00/visit
Support Services and Other Expenses	Ţ 1, 0 0 0 0 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Technical Drafter (CAD)	\$85.00/hour
Pick-Up / Delivery within San Diego County	\$85.00/hour
Expert Witness Testimony	\$400.00/trip
Monthly MetaField Reporting	\$375.00/hour

# SCHEDULE 6 GENERAL TERMS AND CONDITIONS

Article 1. Payment: Consultant will invoice Client on a monthly basis, in proportion to the percentage of completion against the schedule of fees. All invoices are due and payable within thirty (30) days of the date of the invoice. Client shall notify Consultant in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice.

A service charge will be applied at a rate of 1.5 percent per month (or the maximum rate allowable by law) to delinquent amounts.

If a delinquency by Client occurs, Consultant may choose to suspend the Work. If such decision is made, Consultant shall notify Client in writing. Consultant may choose to recommence Work, once the delinquency is cured, and any and all attendant collection costs, fees, increases in costs or fees, or other amounts required to be paid by Client under this Agreement are paid in full. If a delinquency by Client occurs and Consultant chooses not to suspend Work, no waiver or estoppel shall be implied or inferred. Client agrees and understands that if Consultant decides to suspend the Work, Consultant shall not be liable for any costs or damages, including, but not limited to delay and consequential damages, to the Owner, Client, or any other third party, that may arise from or be related to such suspension of Work. Client agrees to hold Consultant harmless from and completely indemnify Consultant from and against any and all damages, costs, attorney's fees, and/or other expenses which Consultant may incur as a result of any claim by any person or entity arising out of the suspension of the Work.

Article 2. Executed Contract. Prior to commencement of any services, Client shall return a fully executed contract.

Article 3. Additional Charges. Certain portions of this Agreement may be performed by subconsultants to Consultant, however, Consultant shall remain responsible for the full performance of such sub-consultants. Services of sub-consultants shall be invoiced at cost, plus fifteen percent (15%). Reimbursable items shall be invoiced at cost. e.g., blueprinting, Xeroxing, graphic reproduction, plotting service costs, telephone and travel costs, such as airfare, car rental, meals, hotels and other related travel costs.

Article 4. Extra Work Services. Extra Work services shall be performed only when requested and approved by Client in writing. These services shall be quoted either on a lump sum amount or performed based on hourly rates. Extra Work services may include, but not be limited to: (i) making planning surveys and special analysis of the Project's needs to clarify the requirements of the project when requested by Client, (ii) making measurements or drawings of existing construction, (iii) revising previously approved drawings to accomplish changes ordered by Client, (iv) providing any field observation on the project beyond what is listed, (v) attending any meetings or presentations beyond what is listed, (vi) assistance to Client in a reasonable, appropriate and professional manner in investigating and addressing claims of project constructions deficiencies, (vii) preparation of a Landscape Maintenance Manual, (viii) any work requested by Client or his representative that is not heretofore mentioned.

Article 5. Owner's Responsibility. Unless otherwise stated, Client shall be responsible for: (i) a certified land survey of the site delineating existing grades as required, (ii) complete information concerning available services and utilities for all contract areas and structural soils tests, (iii) horticultural soils reports, which define all soil types and their necessary soils amendments for the use of Consultant (iv) engineered street sections including curb, gutter, sidewalk, utilities, streetlights and other related improvements, (v) accurate architectural drawings of any proposed building(s) showing building elevations, floor plans, etc., (v) accurate engineering drawings of the proposed project (vii) accurate engineering services required for the project work per the scope of services provide by Consultant,

(viii) all electrical engineering services required of the project work, (ix) all civil engineering services required of the project work, (x) all architectural services required of the project work, (xi) all graphic design services required of the project work, (xii) all utility consultant services of the project work, (xiii) all American Disability Act Consulting Services required of the project services, (xiv) performing water testing of all key assemblies.

Article 6. Excluded Services. Consultant will not verify or otherwise be responsible for the accuracy or completeness of data, specifications and/or design work provided to Consultant by Client's other design professionals.

Article 7. Ownership of Instruments of Service. Client acknowledges that Consultant's reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Client recognizes that no such documents should be subject to unauthorized reuse, that is, use without the written authorization of Consultant, to do so. Such authorization is essential because it requires Consultant to evaluate the documents' applicability to new circumstances, not the least of which is passage of time. In return for Consultants' relinquishment of ownership, Client agrees to waive any claim against Consultant, its parent, subsidiaries, employees and officers (Indemnities) and defend, indemnify and hold Indemnities harmless from any claim or liability from injury or loss allegedly arising from unauthorized reuse of Consultant's instruments of service. Client further agrees to compensate Consultant for any time spent, or expenses incurred by Consultant in defense of any such claim, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy. Consultant only agrees to relinquish ownership if all services are paid for.

Article 8. Opinions of Probable Construction Costs. Consultant has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding, or market conditions. Consultant's Opinions of Probable Construction Costs provided for herein are to be made on the basis of Consultants experience and qualifications. These opinions represent Consultants best judgment due to Consultants familiarity with the construction industry. However, Consultant cannot and does not guarantee that the proposals, bid, or the construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant.

Article 9. Assignment. Neither party to this agreement shall assign its duties and obligations without the prior written consent of the other party.

Article 10. Date of Completion. Due to the fact that Consultant's services are predicated on other consultants' plans, Client approvals, agency approvals and circumstances beyond Consultants control, Consultant cannot specify a completion date of the services to be performed under this agreement. Consultant and Client each waive any right to claim or to recover any consequential damages from the other concerning any breach or alleged breach of any duties or obligation pursuant or related to this agreement, including without limitation, the termination of this agreement.

Article 11. Limitation of Liability. Client agrees to limit Consultant's liability to Client and all construction contractors and subcontractors on the project, due to Consultant's negligent acts, errors or omissions, so that the total aggregate liability of Consultant shall not exceed the limits set forth under Consultant's Professional Liability policy.

Article 12. Limitation Regarding Parties. Notwithstanding anything to the contrary contained herein, it is agreed, acknowledged and understood that the Client's sole and exclusive claim, demand, suit, judgment or remedy shall be directed and or asserted only against Consultant, as a Corporation, and not against any of Consultants shareholders, landscape architects, directors, officers or employees.

Article 13. Termination of Agreement. This agreement may be terminated by either party effective

thirty (30) days after receipt from the other party of a written notice via registered mail, of such termination. In the event of termination, Consultant shall be entitled to receive full compensation for fees and expenses outstanding of the effective date of termination.

Article 14. Attorney Fees. This Agreement shall be governed by the laws of the state of California. To the extent permitted by law, Client and Consultant hereby waive all rights to a trial by jury. If a dispute arises under this agreement and litigation is instituted, the prevailing party shall be entitled to recover its reasonable attorney fees.



#### **SCHEDULE 7**

#### FEE SCHEDULE / HOURLY BREAKDOWN

The following fee schedule is an attachment to our complete proposal and includes professional services fees based upon the scope of services outlined in the main proposal.

As referenced in the Project Understanding, the Consultant understands the project requirements and is committed to maximizing opportunities to efficiently and creatively complete the park facilities.

Realizing that our team's interpretation of the project scope and fee may differ from that of the RFP or competing proposal(s), we want to convey our willingness to discuss our approach in detail to formulate an appropriate work plan and corresponding fees to meet the project goals.

#### **FEE SCHEDULE**

Our fixed fees will be billed monthly on a percentage completed basis for the time spent to that date not exceeding the fixed fees below. All time and material fees will be billed on an hourly rate basis not exceeding the amount delineated below without prior Client approval. In addition to this, charges will be made at cost for xeroxing, plotting, graphic and photographic reproduction.

Service	Fees
<ol> <li>BRIGHTVIEW DESIGN GROUP</li> <li>KPFF (CIVIL ENG.)</li> <li>KPFF (STRUCTURAL Eng.)</li> <li>ARROYO (IRRIGATION)</li> <li>CANDELA (LIGHTING ENGINEERING)</li> <li>NOVA (GEOTECHNICAL ENG.)</li> </ol>	\$ 53.660.00 \$ 74,735.00 \$ 7,980.00 \$ 24,075.00 \$ 9,820.00 \$ 13,300.00
TOTAL FEE	\$ 183,570.00

Managing Principal Associate Principal In Lead Charge (Project Manager)
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#### **KPFF (Civil Engineering)**

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		+cio	Project	T	Docion	Droffer	Admin /	Topographio					
- Another Dark			e	<u></u>	Engineer	<u> </u>	_	Survey (Lump Sum)					CIVII
	\$290	Manager \$235	\$215	\$180	\$165	\$165	\$110	89.600	\$0	\$0	\$0	2 10181 COS1	
Kick-Off/Progress Meetings	2	2	0	2	0			0	0	0	0	4	
2.1 Kick-Off Meeting w City Staff (Meeting Agendas & Minutes)	0	2		2			0					4	\$830
												97	\$830
Initial Services / Field Review and Survey		3	0	2	2	0	0	-	0	0	0	11	
2.1 Site Visit - Topo Survey, Site Photos, Field Notes		က		3				1				7 \$10	\$10,845
2.2 Research and Review Existing Records		0		2	2							4	069\$
2.3 Geotechnical Investigation / Report		-		_								2	\$415
											SubTota		\$11,950
Construction Documents		28	0	74	72	56	0	0	0	0	0 2	260	
3.1 30% Construction Plan	2	24		24	24	24						96 \$18	\$18,460
3.2 30% Engineer's Estimate (Review)		-		2								3	\$595
3.3 90% Construction Plan and Specifications	2	24		30	40	24					1	118 \$22	\$22,180
3.4 90% Engineer's Estimate (Review)		-		2								3	\$595
3.5 100% Construction Plan / Specifications / Bid Package		80		16	8	8						40 \$7	\$7,400
											SubTotal		\$49,230
Secure Permits/Approvals (Concurrent with Task 3)		2	0	4	20	0	0	0	0	0	0		
4.1 Hydrology Report		2		4	20							26 \$4	\$4,490
4.2 WQMP/LID (Not Required)		0	0	0	0	0	0					0	\$0
4.3 Additional Applicable Permits												0	\$0
											SubTotal		\$4,490
BidSupport/Award Services		2	0	0	0	0	0	0	0	0	0	2	
Support the City In Bid Phase RFI's and Bid Analysis		2											\$470
											SubTota		\$470
Construction Services		13	0	4	0	0	0	0	0	0	0	17	
6.1 Attend Pre, Progress, and Post Construction Meetings (2 total)		4		4								8	\$1,660
6.2 Additional Project Meetings												0	\$0
6.3 Shop Drawing Design Conformance Review												0	\$0
6.4 Field RFI's Review / Response		9		9								12 \$2	\$2,490
6.5 Construction Monitoring / Final Punch-Walk		3		3								6 \$1	\$1,245
6.6 Prepare Record Drawings				2		8						10 \$1	\$1,680
											SubTota		\$7,075
Consultant Subtotal												874	\$74.735

# **KPFF (Structural Engineering)**

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				t			\$0	\$0		\$0	\$0	\$0	\$0		\$1,205	\$108	\$1,428	\$108	\$1,718	\$4,565		\$0	\$0	\$0	\$0		\$645	\$645		\$212	\$0	\$875	\$495	\$330	\$495	\$2,770	\$7,980
				Total Cost																																	
				Total Hours		0	0		0	0	0	0	SubTotal	26	7	0.5	8.5	0.5	9.2	SubTotal	0	0	0	0	SubTota	3	3	SubTota	2.5	2.5	0	2	3	2	3	SubTotal	
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			Lead Modeler		\$190	0			0					0							0					0			0								
		Rachel Goossens	Design Engineer		\$165	0			0					10	7		4		4		0					0			0			4	3	2	_		
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	KPFF STRUC	Rachel Goossen	Project F		\$215	0			0					က	_	0.5	0.5	0.5	0.5		0					3	3		2	2		1					
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		William Thorpe	Principal In In Charge		\$290	0			0					_					1		0					0			0.5	0.5							
																														al)							
			- (	Beaumont Sports Park		TASK 1 Kick-Off/Progress Meetings	2.1 Kick-Off Meeting w City Staff (Meeting Agendas & Minutes)		TASK 2 Initial Services / Field Review and Survey	2.1 Site Visit - Topo Survey, Site Photos, Field Notes	2.2 Research and Review Existing Records	2.3 Geotechnical Investigation / Report		TASK 3 Construction Documents	3.1 30% Construction Plan	3.2 30% Engineer's Estimate (Review)	3.3 90% Construction Plan and Specifications	3.4 90% Engineer's Estimate (Review)	3.5 100% Construction Plan / Specifications / Bid Package		TASK 4 Secure Permits/Approvals (Concurrent with Task 3)	4.1 Hydrology Report	4.2 WQMP/LID	4.3 Additional Applicable Permits		TASK 5 BidSupport/Award Services	5.1 Support the City In Bid Phase RFI's and Bid Analysis	- 1	TASK 6 Construction Services	6.1 Attend Pre, Progress, and Post Construction Meetings (2 total)	6.2 Additional Project Meetings	6.3 Shop Drawing Design Conformance Review	6.4 Field RFI's Review / Response	6.5 Construction Monitoring / Final Punch-Walk	6.6 Prepare Record Drawings		Consultant Subtotal

Arrovo	Arrovo Irrigation	_				
	Garry Collins	lan Ioss	Kathy Nguyen	Dana Collins		
	Principal	Project Manager	Irrigation Designer	Clerical		
Beaumont Sports Park					Total Hours	Total Cost
	\$150	\$130	\$105	\$75		
TASK 1 Kick-Off/Progress Meetings	0	0	0	0	0	
2.1 Kick-Off Meeting w City Staff (Meeting Agendas & Minutes)					0	\$0
						\$0
TASK 2 Initial Services / Field Review and Survey	0	0	0	0	0	
2.1 Site Visit - Topo Survey, Site Photos, Field Notes					0	\$0
2.2 Research and Review Existing Records					0	0\$
2.3 Geotechnical Investigation / Report					0	\$0
					SubTotal	0\$
TASK 3 Construction Documents	26	46	80	0	152	
3.1 30% Construction Plan	4	10	20		30	\$4,000
3.2 30% Engineer's Estimate	2				0	\$300
3.3 90% Construction Plan and Specifications	10	24	45		69	\$9,345
3.4 90% Engineer's Estimate	2				0	\$300
3.5 100% Construction Plan / Specifications / Bid Package	8	12	15		27	\$4,335
					SubTotal	\$18,280
TASK 4 Secure Permits/Approvals (Concurrent with Task 3)	0	0	0	0	0	
4.1 Hydrology Report					0	\$0
4.2 WQMP/LID					0	0\$
4.3 Additional Applicable Permits					0	0\$
					SubTotal	0\$
TASK 5 BidSupport/Award Services	0	0	0	0	0	
5.1 Support the City In Bid Phase RFI's and Bid Analysis					0	0\$
					SubTotal	\$0
TASK 6 Construction Services	24	8	11	0	43	
6.1 Attend Pre, Progress, and Post Construction Meetings (3 total)	(				0	\$0
6.2 Additional Project Meetings					0	0\$
6.3 Shop Drawing Design Conformance Review					0	0\$
6.4 Field RFI's Review / Response					0	0\$
6.5 Construction Monitoring / Final Inspection	24				0	\$3,600
6.6 Prepare Record Drawings		8	11		19	
					SubTotal	\$5,795
Consultant Subtotal						\$24,075

## **CANDELA (Field Lighting Engineering)**

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   | \$470   | \$470  |   | \$2,340   | \$0  
  | \$585  | \$665  | \$195  | \$0  | \$3,785  
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|                  |  |  |                     | 2.1 Kick-Off Meeting w City Staff (Meeting Agendas & Minutes)  |  
   
   
   
   
   
  | SK 2 Initial Services / Field Review and Survey   | 2.1 Site Visit - Topo Survey, Site Photos, Field Notes  | 2.2 Research and Review Existing Records   
   | 2.3 Geotechnical Investigation / Report   |  | SK 3 Construction Documents   | 3.1 30% Construction Plan   | 3.2 30% Engineer's Estimate  
  | 3.3 90% Construction Plan and Specifications  | 3.4 90% Engineer's Estimate   | 3.5 100% Construction Plan / Specifications / Bid Package  |   | SK 4 Secure Permits/Approvals (Concurrent with Task 3)  
   | 4.1 Hydrology Report   | 4.2 WQMP/LID  | 4.3 Additional Applicable Permits   |   | NSK 5 BidSupport/Award Services  
   | 5.1 Support the City In Bid Phase RFI's and Bid Analysis  |  | SK 6 Construction Services  | 6.1 Attend Pre, Progress, and Post Construction Meetings (3 total   | 6.2 Additional Project Meetings  
  | 6.3 Shop Drawing Design Conformance Review   | 6.4 Field RFI's Review / Response  | 6.5 Construction Monitoring / Final Inspection   | 6.6 Prepare Record Drawings  |  
   | Consultant Subtotal  |
|                  | Brian   Don   -   Rex   - Garrett   -   Coverley   DiDomiz   DiD | Brian<br>Overley     DiDomiz<br>DiDomiz     -     -     -     -     Rang<br>Bang     -     Bang<br>Bang     -     -     Bang<br>Bang     -     Rang     -       Manager     Principal<br>Charge     In<br>Charge     Lead<br>(Project<br>(QA/QC)     Lead<br>Development)     Lead<br>Development)     Nanager     Designer<br>Manager | Don   -   -   -   - | Brian   Don   Coverley   DiDomiz   Coverley   Co | Brian<br>Overley         DiDomiz<br>Difference         -         -         Rex<br>Bang         -         Garrett<br>Partch         - <t< td=""><td>  Particle   Particle</td><td>  Brian   Don     -   -     Rex   -   Garrett   -   -     Rex     Carrett   -     Rang   Partch   Partch  </td><td>  Sum of the proof of the proof</td><td>  Particle   Particle</td><td>  Party   Part</td><td>Grame (Managing) Principal Associate Associ</td><td>Brian<br/>Overley         Don<br/>Disomize         Associate<br/>Associate         A</td><td>  Sample   Particle   Particle  </td><td>Brian Overley Overley Incipal Associate Ass</td><td>  Particle   Particle</td><td>  Participal Principal Pri</td><td>  Secretary   Parton   Parton</td><td>Governo Loverno Loverno</td><td>  State   Part   Part  </td><td>  Principal   Principal   Associate Associate</td><td>  Name and Survey   Domit   Project   Project</td><td>  Particle   Particle</td><td>  Partial   Part</td><td>Guelloy Diomiz National Principal In Incipal In Incipal In Incipal In Incipal I</td><td>  Partial Partial   Partial Partial   Partial Partial Partial   Partial Partia</td><td>  Part   Part  </td><td>  Part   Part  </td><td>  Particle   Particle</td><td>  Principal Principal Associate Asso</td><td>  Pincipal Principal Princ</td><td>  Partial   Part</td><td>  Partial   Part</td><td>  Principal   Prin</td><td>  Principal   Prin</td></t<> | Particle   Particle | Brian   Don     -   -     Rex   -   Garrett   -   -     Rex     Carrett   -     Rang   Partch   Partch | Sum of the proof | Particle   Particle | Party   Part | Grame (Managing) Principal Associate Associ | Brian<br>Overley         Don<br>Disomize         Associate<br>Associate         A | Sample   Particle   Particle | Brian Overley Overley Incipal Associate Ass | Particle   Particle | Participal Principal Pri | Secretary   Parton   Parton | Governo Loverno | State   Part   Part | Principal   Principal   Associate | Name and Survey   Domit   Project   Project | Particle   Particle | Partial   Part | Guelloy Diomiz National Principal In Incipal In Incipal In Incipal In Incipal I | Partial Partial   Partial Partial   Partial Partial Partial   Partial Partia | Part   Part | Part   Part | Particle   Particle | Principal Principal Associate Asso | Pincipal Principal Princ | Partial   Part | Partial   Part | Principal   Prin | Principal   Prin |

### **NOVA SERVICES INC. (Geotechnical Engineering)**

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			Beaumont Sports Park		TASK 1 Kick-Off/Progress Meetings	2.1 Kick-Off Meeting w City Staff (Meeting Agendas & Minutes)		TASK 2 Initial Services / Field Review and Survey	2.1 Site Visit - Topo Survey, Site Photos, Field Notes	2.2 Research and Review Existing Records	2.3 Geotechnical Investigation / Report		TASK 3 Construction Documents	3.1 30% Construction Plan	3.2 30% Engineer's Estimate	3.3 90% Construction Plan and Specifications	3.4 90% Engineer's Estimate	3.5 100% Construction Plan / Specifications / Bid Package		TASK 4 Secure Permits/Approvals (Concurrent with Task 3)	4.1 Hydrology Report	4.2 WQMP/LID	4.3 Additional Applicable Permits		TASK 5 BidSupport/Award Services	5.1 Support the City In Bid Phase RFI's and Bid Analysis	П	TASK 6 Construction Services	6.1 Attend Pre, Progress, and Post Construction Meetings (3 total)	6.2 Additional Project Meetings	6.3 Shop Drawing Design Conformance Review	6.4 Field RFI's Review / Response	6.5 Construction Monitoring / Final Inspection	6.6 Prepare Record Drawings		Consultant Subtotal

We thank you for the opportunity to be of service to you and we look forward to an outstanding, successful project together.

CONSULTANT: BrightView Design Group, Irvine, CA

TITLE

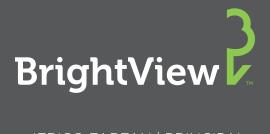
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0 17	DATE: <u>April 14, 2023</u>
JERICO FARFAN, PRINCIPAL	
(Authorized to represent the firm and sign a c	contract with the City of Whittier)
CLIENT: City of Beaumont, CA	
APPROVED:	
DV	DATE:
BY	



DENVER 1645 Grant Street Denver, Colorado 8020 303.825.2010

ORANGE COUNTY 8 Hughes, Suite 150 Irvine, California 92618 949.238.4900

www.naturallygreatdesign.com



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# EXHIBIT "B"

# CERTIFICATES OF INSURANCE AND ENDORSEMENTS